

**Vestavia Hills
City Council Agenda
January 27, 2014
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Rev. Benjamin Acton, Southminster Presbyterian Church
4. Pledge of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – George Sawaya, Deputy Finance Director

Old Business

9. Ordinance Number 2480 – Conditional Use Approval - An Ordinance Granting A Conditional Use Approval For Property Located At 4751 Liberty Park Lane; Lot 879, Amended Map No. 2 Of Heritage Hills – Phase I; Liberty Park Joint Venture (*public hearing*)
10. Resolution Number 4543 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Issis And Sons Furniture Gallery, Inc. (*public hearing*)
11. Resolution Number 4544 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Royal Automotive, Inc. (*public hearing*)

New Business

12. Resolution Number 4545 - Alcohol License – Moe’s Original BBQ Birmingham, LLC D/B/A Moe’s Original Bar-B-Que; 2520 Rocky Ridge Road For 020 Restaurant Retail Liquor; Kevin Allen Witherington And FNK Productions, Inc., Executives (*Public Hearing*)
13. Resolution Number 4550 – Alcohol License – Fuel South, LLC D/B/A Vestavia Encore Shell; 728 Montgomery Highway For 050 Retail Beer (Off Premise Only) And 070 Retail Table Wine (Off Premise Only); Rahim Budhwani, Executive

14. Resolution Number 4546 - A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Brasfield Gorrie For Temporary Parking Facilities In Patchwork Farms During Construction Of The Grandview Medical Center
15. Ordinance Number 2481 – General Obligation Warrant Issue, Series 2014

First Reading (No Action Taken At This Meeting)

16. Resolution Number 4547 – A Resolution Authorizing The City Manager To Refund A Portion Of A Business License Remittance Due To Calculation Error Of Gross Receipts; Pet Supermarket, 608 Montgomery Highway.
17. Resolution Number 4548 - A Resolution Authorizing The City Manager To Enter Into An Agreement With Goodwyn, Mills And Cawood For An Analysis For Wald Park
18. Resolution Number 4549 - A Resolution authorizing the City Manager to enter into an agreement with Goodwyn, Mills and Cawood for designs of the Vestavia Hills Gateway located at the intersection of Interstate 65 and Montgomery Highway
19. Citizens Comments
20. Motion For Adjournment

ORDINANCE NUMBER 2480

**AN ORDINANCE GRANTING A CONDITIONAL USE
APPROVAL FOR A HOME OCCUPATION**

WHEREAS, on October 16, 2000 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 1838 creating and establishing a P.U.D. (planned unit development) classification; and

WHEREAS, on February 19, 2001 the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 1864 to rezone 3,350 +/- acres from multiple Jefferson County and Vestavia Hills zoning classifications to Vestavia Hills P.U.D. (“PUD”); and

WHEREAS, Section 709.5. of Ordinance Number 1838 designates the permitted and conditional uses for PR-1 (Planned Single-Family) zoning designation within the PUD zoning; and

WHEREAS, Liberty Park Joint Venture (“LPJV”) has submitted application for conditional use approval to use the model home located at 4751 Liberty Park Lane, Vestavia Hills, Alabama located in the Liberty Park PUD and more particularly described as follows: Lot 879, Amended Map No. 2 of Heritage Hills – Phase 1 as recorded in Map Book 229, Map Page 35 in the Office of the Judge of Probate, Jefferson County, Alabama; and

WHEREAS, LPJV has indicated in the application for conditional use approval that they will operate the model home as a residential information and administrative office for a temporary period; and

WHEREAS, a copy of said application dated November 1, 2013 is marked as Exhibit A, attached and hereby incorporated into this Ordinance Number 2480 as though written fully therein.

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

1. Conditional Use Approval is hereby approved for LPJV for use of a model home as residential sales and administrative offices as described in the above-referenced application for the residence located at 4751 Liberty Park Lane, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the following conditions:
 - (1) The conditional use approval is only valid for 365 days after the completion of the model home without further approval from the Vestavia Hills Planning and Zoning Commission and City Council;
 - (2) Prior to the reversion of this building to residential use, the structure must be inspected by the Vestavia Hills Building Safety Department to ensure proper removal of temporary walls and issuance of a residential Certificate of Occupancy;
 - (3) All additional parking pads are removed and the lawn properly re-landscaped within 30 days of closing said office;
 - (4) No construction materials or any other non-office materials may be stored at this site;

(5) All authorized conditional uses shall be strictly limited to visitor center operations and residential sales related activities and shall not include any construction related activities; and

(6) Operating hours 8 AM-5 PM.

ADOPTED and APPROVED this the 27th day of January, 2014.

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 # 2480 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 27th day of January, 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered**. All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which is shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. ***No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

II. APPLICANT INFORMATION: (owner of property)

NAME: Liberty Park Joint Venture, LLP

ADDRESS: 8000 Liberty Parkway, Suite 114
Vestavia Hills, AL 35242

MAILING ADDRESS (if different from above) Same

PHONE NUMBER: Home N/A Office 205/945-6472

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Shawn Arterburn,
Vice President, Development

P1213-31//27-00-09-2-000-013.000
4751 Liberty Park Lane
Conditional Use
Liberty Park Joint Venture
PR-1

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 709.5A.1.b. of the Vestavia Hills Zoning Code.

Current Zoning of Property: Planned Single-Family Residential (PR-1)

Requested Conditional use For the intended purpose of: Residential information and administrative office

(Example: From "VH R-1" to "VH O-1" for office building)

if additional information is needed, please attached full description of request

IV. PROPERTY DESCRIPTION: (address, legal, etc.)

4751 Liberty Park Lane, Vestavia Hills, AL 35242

Lot 879 Amended Map No. 2 of Heritage Hills - Phase 1, recorded in Map Book 229, Page 35, in the Probate Office of Jefferson County, AL

Property size: 154.45 feet X 93.16 feet. Acres: 0.52

V. INFORMATION ATTACHED:



Attached Checklist complete with all required information.



Application fees submitted.

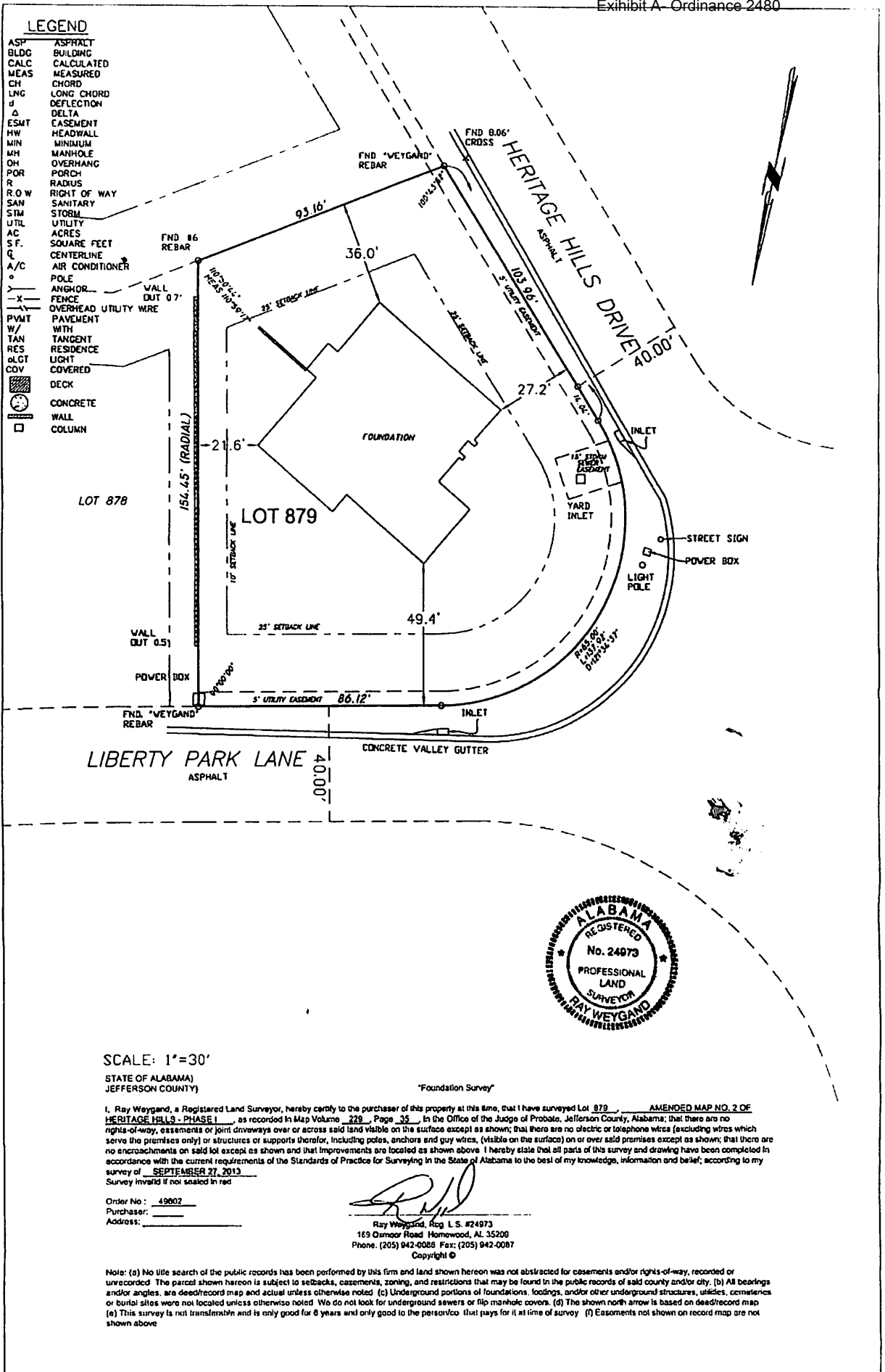
VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

LIBERTY PARK JOINT VENTURE, LLP
BY: [Signature]
Owner Signature/Date
SAM B. LOWREY, III, PROJECT MANAGER

LIBERTY PARK JOINT VENTURE, LLP
BY: [Signature]
Representing Agent (if any)/date
SHAWN ARTERBURN, VICE PRESIDENT-DEVELOPMENT

Given under my hand and seal
this _____ day of _____, 20____.

Notary Public
My commission expires _____
day of _____, 20____.



LEGEND

ASP	ASPHALT
BLDG	BUILDING
CALC	CALCULATED
MEAS	MEASURED
CH	CHORD
LNG	LONG CHORD
d	DEFLECTION
Δ	DELTA
ESMT	EASEMENT
HW	HEADWALL
MIN	MINIMUM
MH	MANHOLE
OH	OVERHANG
POR	PORCH
R	RADIUS
R.O.W	RIGHT OF WAY
SAN	SANITARY
STM	STORM
UTIL	UTILITY
AC	ACRES
S.F.	SQUARE FEET
C	CENTERLINE
A/C	AIR CONDITIONER
○	POLE
—X—	ANCHOR
—X—	FENCE
—X—	OVERHEAD UTILITY WIRE
P/WT	PAVEMENT WITH
W/	TANGENT
RES	RESIDENCE
oLGT	LIGHT
COV	COVERED
▨	DECK
○	CONCRETE
□	WALL
□	COLUMN

P1213-31//27-00-09-2-000-013.000
 4751 Liberty Park Lane
 Conditional Use
 Liberty Park Joint Venture
 PR-1



SCALE: 1"=30'

STATE OF ALABAMA
JEFFERSON COUNTY

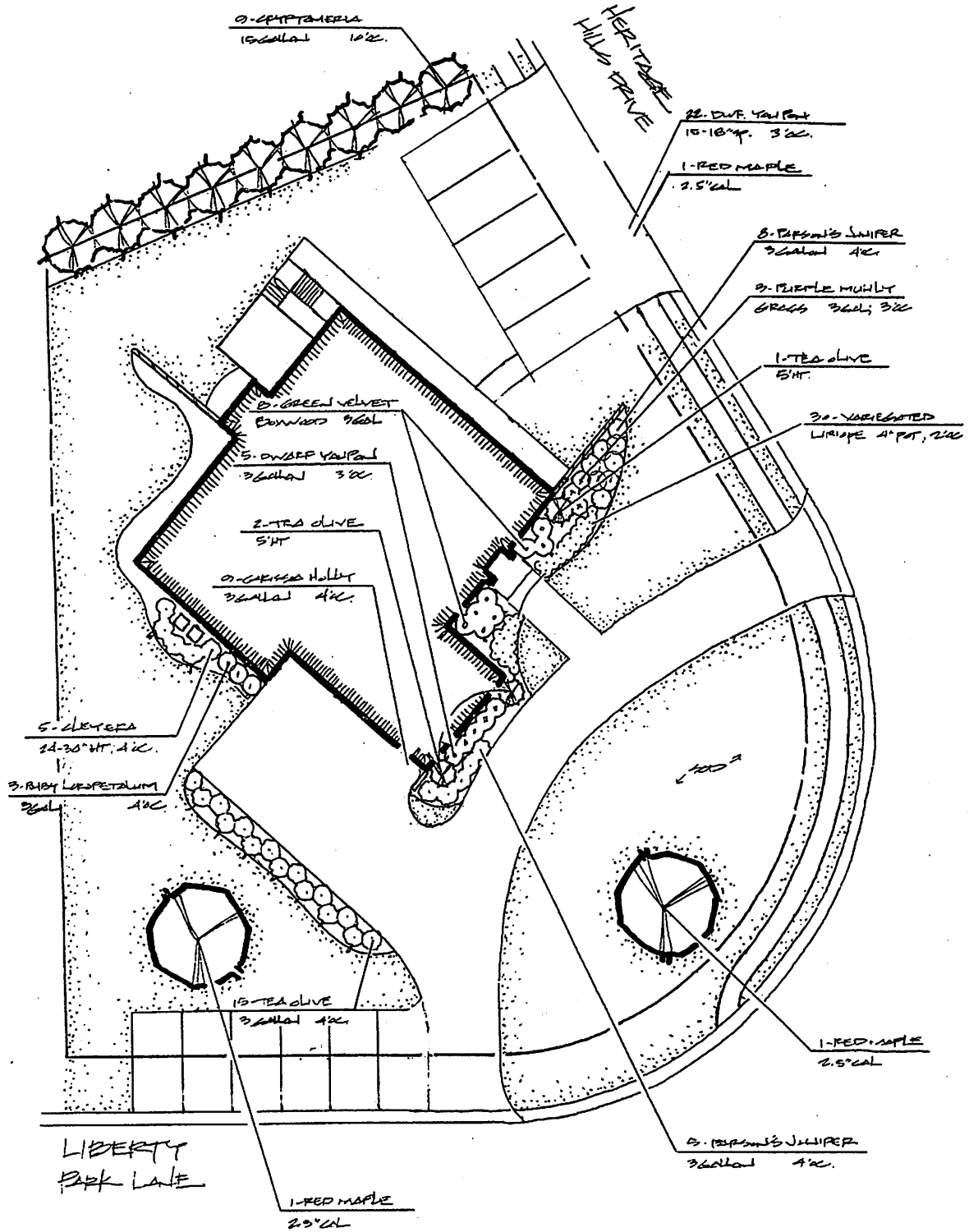
"Foundation Survey"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 878, AMENDED MAP NO. 2 OF HERITAGE HILLS - PHASE I, as recorded in Map Volume 228, Page 35, in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, (visible on the surface) on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of SEPTEMBER 27, 2013.
Survey invalid if not soaked in red

Order No: 49002
Purchaser:
Address:

Ray Weygand
Ray Weygand, Reg. L.S. #24973
169 Ozmore Road, Homewood, AL 35208
Phone: (205) 942-0088 Fax: (205) 942-0087
Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable and is only good for 6 years and only good to the person(s) that pays for it at time of survey. (f) Easements not shown on record map are not shown above.



Prepared for: Lifescape Builders

<p>CREATE-A-SCAPE Creating Natural Beauty</p> <p>(205) 739-0903</p>	LOT 879	
	HERITAGE HILLS	
	SCALE: 1"=20'-0"	DATE: 09/04/2013
	DRAWN & DESIGNED BY: DARRIN FRISINGER	
<p><small>Any use of this drawing or design without prior approval with Create-A-Scape, L.L.C. is strictly prohibited. Inappropriate use of these drawings may result in legal action.</small></p>		

CREATE-A-SCAPE, L.L.C.; P.O. Box 381416 Birmingham, AL 35238
TELEPHONE # (205) 739-0903 FAX # (205) 994-6066

* Excerpt from Vestlake Covenants

occupancy issued by the appropriate Governmental Authorities. In addition to all other rights and remedies for breach of these Covenants, in the event the Owner of any Lot shall fail to commence construction of a Dwelling within (1) year from the date of purchase of such Lot from Developer, then Developer shall have the option, but not the obligation, to repurchase such Lot for an amount equal to the purchase price paid to Developer for such Lot, without interest.

(b) If any Owner who is a participant in Developer's approved builder program ("ABP") fails to comply, in Developer's sole discretion, with all terms, conditions and provisions of the ABP, Developer shall have the right, but not the obligation, to repurchase any Lot owned by any such Owner upon which construction of a Dwelling or site preparation has not yet commenced, at an amount equal to the purchase price paid to Developer for such Lot, without interest.

* 5.12 **Sales and Construction Activities.** Notwithstanding any provisions or restrictions contained in these Covenants to the contrary, Developer, its agents, employees, successors and assigns, shall have the right and option to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the development of Lots, Dwellings, Common Areas and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Developer from time to time; provided, however, that the location of any construction trailers of any assignees of Developer's rights under this Section 5.12 shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include, without limitation, the right to use Dwellings as model residences and as offices for the sale of Lots and/or Dwellings and for any related activities.

5.13 **Enforcement and Remedies.** In the event any of the provisions of this Article V are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guest, invitees, agents, employees or contractors of any Owner or Occupant, then the ARC and the ~~Master Association~~ shall each have the right, but not the obligation, at their option to (a) enjoin any further construction on any Lot or Dwelling and require the removal or correction of any work in place which does not comply with the plans and specifications approved by the ARC for such Improvements and/or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish such violation or breach. All costs and expenses incurred by the ARC or the Master Association in enforcing any of the provisions of this Article V, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of nonconforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred by the ARC or the Master Association in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provision of this Article V, shall be paid by such Owner, shall constitute an individual Assessment to such Owner pursuant to

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

Date: DECEMBER 12, 2013

- **CASE:** P-1213-34
- **REQUESTED ACTION:** Conditional Use Approval for the Intended Purpose of a Residential Information and Administrative Office
- **ADDRESS/LOCATION:** 4751 Liberty Park Lane
- **APPLICANT/OWNER:** Liberty Park Joint Venture, LLP
100 Vestavia Parkway
Vestavia Hills, AL 35242
205-945-6472
- **REPRESENTING AGENT:** Shawn Arterburn, VP, Development
- **GENERAL DISCUSSION:** The lot in question is at the intersection of Liberty Park Lane and Heritage Hills Drive in Phase I of the Heritage Hills Subdivision in Liberty Park. The applicant wishes to operate a sales office out of a model home for approximately 1 year. The office would have 4 full-time administrative assistants working out of a finished daylight basement and other sales and construction agents meeting potential buyers at the model home. The model home currently has a circular driveway for parking. The applicant is proposing to add parking pads for 11 additional parking spaces for employees and guests
- **LIBERTY PARK MASTER PLAN:** This request is consistent with the Master Plan.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: I recommend the Commission consider establishing operating hours and a sunset for the request.

2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request
4. **Building Safety Review:** Remove all office walls that do not lead to an egress before a residential Certificate of Occupancy can be issued.

MOTION Mr. Gilchrist made a motion to recommend Conditional Use Approval for the Intended Purpose of a Residential Information and Administrative Office at 4751 Liberty Park Ln with the following conditions:

1. The permit is only valid for 365 days after the completion of the model home without further approval from the Vestavia Hills Planning and Zoning Commission and City Council;
2. Prior to the reversion of this building to residential use, the structure must be inspected by the Vestavia Hills Building Safety Department to ensure proper removal of temporary walls and issuance of a residential Certificate of Occupancy;
3. All additional parking pads are removed and the lawn properly re-landscaped within 30 of closing said office;
4. No construction materials or any other non-office materials may be stored at this site;
5. All authorized conditional uses shall be strictly limited to visitor center operations and residential sales related activities and shall not include any construction related activities;
6. Operating hours 8 AM-5 PM.

Second was made by Mr. Sharp.

Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Sharp – yes	Mr. Brooks – yes
Mr. Gilchrist – yes	Mr. House – yes
Mr. Larson – yes	Motion carried.

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

The City Council of the City of Vestavia Hills met in regular public session at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama, at 5:00 p.m. on January 27, 2014. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

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

* * *

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

RESOLUTION NO. 4543

**A RESOLUTION AUTHORIZING A SPECIAL ECONOMIC DEVELOPMENT
AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND
ISSIS AND SONS FURNITURE GALLERY INC.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Issis and Sons Furniture Gallery Inc. (the "Owner") have prepared that certain Special Economic Development Agreement to be dated the date of delivery (the "Special Economic Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(c) The Municipality is authorized under Amendment No. 772 to become indebted, and to issue obligations as referenced therein, upon the full faith and credit of the Municipality, to a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$750,000 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

(e) The expenditure of public funds for the purposes specified in the Special Economic Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) (1) On January 8, 2014, the Municipality caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE
OF
PUBLIC HEARING
OF
CITY COUNCIL OF VESTAVIA HILLS, ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 5:00 p.m. on January 27, 2014 at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and Issis and Sons Furniture Gallery Inc., to be dated the date of delivery, pursuant to which City Agreement the City shall issue its \$750,000 maximum principal amount Limited Obligation Economic Development Revenue Warrant (the "City Warrant") to Issis and Sons Furniture Gallery Inc., for purposes referenced in the City Agreement.

The City Warrant shall evidence the agreement of the City to make economic development grants to Issis and Sons Furniture Gallery Inc. (based upon net sales tax proceeds received by the City from Issis and Sons Furniture Gallery Inc. in excess of a stated base amount, for a period of five years), for the purpose of promoting the economic development of the City and in consideration of the improvement and operation of commercial and related facilities in the City.

The City seeks to achieve, by undertaking its obligations pursuant to the City Agreement and the Resolution, to promote the local economic and industrial development of the City, to increase employment in the City, and to increase the tax and revenue base of the City.

The business entities to whom or for whose benefit the City propose to lend its credit or grant public funds or thing of value is Issis and Sons Furniture Gallery Inc.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Warrant is to be issued and secured, and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the City Clerk at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2013 and on the basis of which taxes became due and payable on October 1, 2013) was not less than \$630,314,820.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, (which indebtedness does not include the Warrant issued under Amendment No. 772), is not more than twenty percent of said assessed valuation.

(3) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Amendment No. 772(a)(4) (which indebtedness does include the Warrant), is not more than fifty percent of said assessed valuation.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the Special Economic Development Agreement, and

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the President shall approve, which approval shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

Section 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement and the Warrant for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Special Economic Development Agreement and the Warrant and to attest the same.

(b) The Mayor, the City Manager, and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Special Economic Development Agreement and the Warrant, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Special Economic Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Economic Development Agreement.

Section 4. The Municipality desires, before the issuance of the Warrant referenced in the Special Economic Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale, P.C., Birmingham, Alabama, and Patrick H. Boone, Esq., are hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Special Economic Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This resolution shall take effect immediately.

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

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

Nays: None

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

* * * *

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

Minutes approved:

Mayor

Mayor Pro-Tem

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on January __, 2014, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this ____ day of _____, 2014.

Clerk of the City of Vestavia Hills,
Alabama

SEAL

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

The City Council of the City of Vestavia Hills met in regular public session at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama, at 5:00 p.m. on January 27, 2014. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

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

* * *

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

RESOLUTION NO. 4544

**A RESOLUTION AUTHORIZING A SPECIAL ECONOMIC DEVELOPMENT
AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND
ROYAL AUTOMOTIVE, INC.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Royal Automotive, Inc. (the "Owner") have prepared that certain Special Economic Development Agreement to be dated the date of delivery (the "Special Economic Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(c) The Municipality is authorized under Amendment No. 772 to become indebted, and to issue obligations as referenced therein, upon the full faith and credit of the Municipality, to a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$900,000 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

(e) The expenditure of public funds for the purposes specified in the Special Economic Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) (1) On January 8, 2014, the Municipality caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE
OF
PUBLIC HEARING
OF
CITY COUNCIL OF VESTAVIA HILLS, ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 5:00 p.m. on January 27, 2014 at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and Royal Automotive, Inc., to be dated the date of delivery, pursuant to which City Agreement the City shall issue its \$900,000 maximum principal amount Limited Obligation Economic Development Revenue Warrant (the "City Warrant") to Royal Automotive, Inc., for purposes referenced in the City Agreement.

The City Warrant shall evidence the agreement of the City to make economic development grants to Royal Automotive, Inc. (based upon net sales tax proceeds received by the City from Royal Automotive, Inc. in excess of a stated base amount, for a period of six years), for the purpose of promoting the economic development of the City and in consideration of the improvement and operation of commercial and related facilities in the City.

The City seeks to achieve, by undertaking its obligations pursuant to the City Agreement and the Resolution, to promote the local economic and industrial development of the City, to increase employment in the City, and to increase the tax and revenue base of the City.

The business entities to whom or for whose benefit the City propose to lend its credit or grant public funds or thing of value is Royal Automotive, Inc.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Warrant is to be issued and secured, and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the City Clerk at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2013 and on the basis of which taxes became due and payable on October 1, 2013) was not less than \$630,314,820.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, (which indebtedness does not include the Warrant issued under Amendment No. 772), is not more than twenty percent of said assessed valuation.

(3) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Amendment No. 772(a)(4) (which indebtedness does include the Warrant), is not more than fifty percent of said assessed valuation.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the Special Economic Development Agreement, and

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the President shall approve, which approval shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

Section 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement and the Warrant for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Special Economic Development Agreement and the Warrant and to attest the same.

(b) The Mayor, the City Manager, and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Special Economic Development Agreement and the Warrant, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Special Economic Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Economic Development Agreement.

Section 4. The Municipality desires, before the issuance of the Warrant referenced in the Special Economic Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale, P.C., Birmingham, Alabama, and Patrick H. Boone, Esq., are hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Special Economic Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This resolution shall take effect immediately.

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

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

Nays: None

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

* * * *

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

Minutes approved:

Mayor

Mayor Pro-Tem

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on January __, 2014, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this ____ day of _____, 2014.

Clerk of the City of Vestavia Hills,
Alabama

SEAL

RESOLUTION NUMBER 4545

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR MOE'S ORIGINAL BBQ BIRMINGHAM, LLC
D/B/A MOE'S ORIGINAL BAR-B-QUE; KEVIN
ALLEN WITHERINGTON AND FNK
PRODUCTIONS, INC., EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Moe's Original BBQ Birmingham, LLC d/b/a Moe's Original Bar-B-Que, located at 2520 Rocky Ridge Road, Vestavia Hills, Alabama, for the On-Premise sale of 020 Restaurant Retail Liquor; Kevin Allen Witherington and FNK Productions, Inc., executives.

APPROVED and ADOPTED this the 27th day of January, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4550

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR FUEL SOUTH LLC D/B/A VESTAVIA ENCORE
SHELL; RAHIM BUDHWANI, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Fuel South LLC d/b/a Vestavia Encore Shell, located at 728 Montgomery Highway, Vestavia Hills, Alabama, for the off-premise sale of 050 Retail Beer and 070 Retail Table Wine; Rahim Budhwani, executives.

APPROVED and ADOPTED this the 27th day of January, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: January 23, 2014
TO: Dan Rary, Acting Police Chief
FROM: Rebecca Leavings, City Clerk



RE: Alcohol License Request – 050 Retail Beer and 070 Retail Table Wine

Please find attached information submitted by Rahim Budhwani who request an alcohol license to sell 050 Retail Beer and 070 Retail Table Wine at the Fuel South LLC d/b/a Vestavia Encore Shell, 728 Montgomery Highway , Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 27th day of January, 2014 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

✓	Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests
	Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests
	Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests

Reviewed: 



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20140115105717077

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **VESTAVIA ENCORE SHELL** Filing Fee:

Applicant: **FUEL SOUTH LLC** Transfer Fee: \$100.00

Location Address: 728 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

Mailing Address: 728 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

County: JEFFERSON Tobacco sales: YES Tobacco Vending Machines: 0

Sale of Products Containing Ephedrine: NO Type Ownership: LLC

Book, Page, or Document info: 200501, 2849 Do you sell Draft Beer:

Date Incorporated: 01/07/2005 State incorporated: AL County Incorporated: JEFFERSON

Date of Authority: 01/07/2005 Alabama State Sales Tax ID: 370066258

Name: Title: Date and Place of Birth: Residence Address:

Name:	Title:	Date and Place of Birth:	Residence Address:
RAHIM BUDHWANI 7227722 - AL	MEMBER	10/31/1971 INDIA	316 FARLEY DR HOOVER, AL 35244

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: RAHIM BUDHWANI

Business Phone: 205-822-9999

Fax:

Home Phone: 205-701-0088

Cell Phone: 205-966-5040

E-mail: BRAHIM@6040LLC.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: VESTAVIA SHELL

Applicant: VESTAVIA SHELL LLC

Previous License Number(s)

License 1: 010191537

License 2: 010191537



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20140115105717077

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: MCPHERSON OIL COMPANY 205-661-4499
 What is lessors primary business? **FUEL SUPPLY**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
 Is the business used to habitually and principally provide food to the public? **NO**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: 2500 Display Square Footage:
 Building seating capacity: 0 Does Licensed premises include a patio area? **NO**
 License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: 6 Nearest: .01
 Nearest school: 2 miles Nearest church: 1 miles Nearest residence: 3 blocks
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20140115105717077

Initial each

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Rahim Budhuan

Signature of Applicant:

Notary Name (print): Ashley Pruitt

Notary Signature:

Commission expires: Jan 29, 2017

Application Taken: 1/15/14 App. Inv. Completed:
 Submitted to Local Government: 1/15/14
 Received in District Office: 1/15/14 Reviewed by Supervisor:

Forwarded to District Office: 1/15/14
 Received from Local Government:
 Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20140115105717077



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
 VESTAVIA SHELL LLC
 Address: 728 MONTGOMERY HWY
 VESTAVIA HILLS, AL 35216
 Telephone: 205-822-9999

NEW APPLICANT:
 FUEL SOUTH LLC
 Address: 728 MONTGOMERY HWY
 VESTAVIA HILLS, AL 35216
 Telephone: 205-822-9999

Current License No: 010191537
 010191537

LICENSED PREMISES ADDRESS: 728 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.


The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.


THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 15th day of January, 20 14.

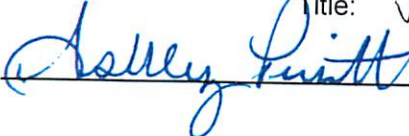
CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)


 Print Name: Ahmed A. Muthana
 Title: Owner


 Print Name: Ralim Budhwani
 Title: VP

WITNESS: (By ABC Enforcement)
 Revised 9/08



RESOLUTION NUMBER 4546

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AN AGREEMENT WITH BRASFIELD & GORRIE LLC
FOR TEMPORARY PARKING FACILITIES AT PATCHWORK FARMS**

**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 Brasfield & Gorrie, LLC for temporary parking facilities at Patchwork Farms; and
2. Said agreement is marked as Exhibit A and is attached and incorporated into this Resolution Number 4546 as though written fully therein; and
3. Proceeds from said agreement shall be tracked and utilized for development projects of Patchwork Farms; and
4. This Resolution Number 4546 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 27th day of January, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of the 27th day of January, 2014, by and between **CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation ("Owner"), and **BRASFIELD & GORRIE, LLC**, a Delaware limited liability company ("Licensee").

R E C I T A L S:

Owner is the owner of that certain real property (the "Property") situated in the City of Vestavia Hills, Jefferson County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Licensee has requested that Owner grant to Licensee a license to enter and use the Property for parking of non-commercial vehicles by Licensee and the Licensee Parties, as hereinafter defined.

Owner desires to grant to Licensee a license for the foregoing purposes, subject to and upon the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the Consideration, as hereinafter defined, to be provided by Licensee to Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Licensee do hereby agree as follows:

1. **Grant of License.** Subject to and upon all of the terms and provisions hereinafter set forth in this Agreement, Owner does hereby grant to Licensee a temporary license during the Term, as hereinafter defined, to enter upon the Property at a location or locations to be mutually approved by Owner and Licensee for the purposes of (a) undertaking the site work, improvements and alterations described in Paragraph 2 below, and (b) providing vehicular parking rights for Licensee and the other Licensee Parties, as hereinafter defined.

2. **Site Work, Improvements and Alterations to Property.**

(a) Licensee shall, at its sole cost and expense, construct, install and otherwise undertake the following site work, improvements and alterations to the Property, subject to and upon all of the terms and provisions set forth in this Agreement:

(i) Licensee shall construct and install a curb cut with a heavy duty asphalt apron on or within the right-of-way of Healthy Way, a public roadway, in order to provide ingress and egress to and from the Property, in a location reasonably determined and approved by Owner, which approval shall be unreasonably withheld or delayed;

(ii) Licensee shall remove from the Property the existing dirt/top soil save areas ("Fill Dirt"). The costs and expenses of the removal of the Fill Dirt shall be paid for by Licensee; and

(iii) Licensee shall grade, excavate and fill the Property in accordance with grading plans to be prepared by Goodwyn, Mills and Cawood, Inc. and approved by Owner, which approval shall not be unreasonably withheld or delayed, and may install and place on the Property gravel or other similar substances and materials (collectively, the “Gravel”) in such quantities, size, type and kind as may be reasonably approved by Owner, which approval shall not be unreasonable withheld or delayed.

(b) Licensee may install fencing (“Fencing”) from Healthy Way, a public roadway to the rear property line of the Property which lies 20-feet from the common boundary of the Property and Lot 1C, according to the survey of Patchwork Farms Lot 1 Resurvey Final Plat, as recorded in Map Book 235, Page 45 in the Office of the Judge of Probate of Jefferson County, Alabama (the “Adjoining Lot”), as such common boundary line may be altered as provided in Paragraph 9(a) below.

(c) Any and all approvals of Owner required by the terms and provisions of this Paragraph 2 shall be given, made or provided solely by the City Engineer of Owner.

3. Use of Property.

(a) Subject to the terms and provisions of Paragraph 3(b) below, the license granted herein to Licensee by Owner pursuant to Paragraph 1 above shall be limited to the following uses:

(i) Any of the site work, improvements and alterations to the Property as described in Paragraphs 2(a) and 2(b) above; and

(ii) The parking of the vehicles of employees of Licensee and any agents, employees, representatives, contractors, subcontractors, and invitees of Licensee and their respective agents, employees and representatives (collectively, with Licensee, the “Licensee Parties”) who are engaged in any construction-related activities with respect to the Grandview Medical Center under construction on U.S. Hwy 280.

(b) Notwithstanding anything provided herein to the contrary, the Property shall not be used for the parking of construction vehicles, machinery or equipment of any kind, for the storage of any construction materials or for any other purposes or uses whatsoever.

4. Compliance with Governmental Requirements.

(a) Licensee shall, at its sole cost and expense, at all times during the Term of this Agreement, comply in all respects with any and all statutes, ordinances, code provisions, rules, regulations, requirements and directives (collectively, the “Governmental Requirements”) of any federal, state, county, city or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having any jurisdiction over the Property or any of the activities conducted by Licensee on the Property including, without limitation, implementing best management practices in connection with any site work, improvements and alterations to be

undertaken by Licensee with respect to the Property and obtaining any and all necessary permits and licenses from the Alabama Department of Environmental Management with respect to any site work, improvements and alterations.

(b) Licensee shall comply with all statutes, ordinances, rules, regulations and requirements of all applicable governmental agencies having jurisdiction over the Property and the use of the Property by Licensee. Licensee shall not cause or permit the release or disposal of any Hazardous Substances or Hazardous Materials or Substances, as hereinafter defined, in, on or about the Property, except in accordance with all applicable laws. As used herein, the terms “Hazardous Substances” and “Hazardous Materials or Substances” mean (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “pollutants,” “contaminants,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. §2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1802; the Resource Conservation and Recovery Act, 42 U.S.C. §9601 *et seq.*; the Clean Water Act, 33 U.S.C. §1251; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinance now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including, but not limited to (1) petroleum, (2) refined petroleum products, (3) waste oil, (4) waste aviation or motor vehicle fuel and (5) asbestos. Licensee shall comply with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of Hazardous Substances and Hazardous Materials or Substances. Licensee shall and does hereby indemnify, agree to defend and hold Owner harmless from and against any claims or liability arising out of or connected with Licensee's failure to comply with the terms of this Paragraph 4(b). The obligations of Licensee set forth in this Paragraph 4 shall survive the termination of this Agreement.

5. **Cleaning and Maintenance.** At all times during the Term of this Agreement, Licensee shall maintain the Property in good condition and repair, including, without limitation, (a) at least weekly, removing from the Property all trash, rubbish, garbage and other debris and (b) periodically, as needed (or as may be reasonably required by Owner from time to time), removing, sweeping, and cleaning all dirt, dust, mud, trash, rubbish, garbage and other debris from Healthy Way.

6. **Insurance.**

(a) Throughout the Term of this Agreement, Licensee shall provide and maintain, at its sole cost and expense, the following insurance policies, each on a project specific basis:

(i) commercial general liability insurance coverage (including contractual liability coverage regarding the indemnification obligations set forth

below) for bodily injury (including death) and property damage with a combined single limit of not less than \$5,000,000 for each occurrence and not less than \$5,000,000 in the aggregate (such coverage should remain in effect for a minimum of two (2) years following completion of the Work);

(ii) pollution legal liability with a combined single limit of not less than \$2,000,000;

(iii) worker's compensation insurance as required by law; and

(iv) automobile and vehicle liability insurance coverage for all owned, non-owned, leased or hired automobiles and vehicles in a primary limit amount of \$500,000 per occurrence for bodily injury; and \$100,000 per occurrence for property damage.

(b) Each of the insurance policies described in Paragraph 6(a) above shall name Owner as an additional insured thereunder pursuant to endorsement forms CG 2010 and CG 2037, or similar. All insurance to be maintained hereunder shall (i) be issued by companies having a Best rating of A-VIII or higher and licensed to do business in the State of Alabama, (ii) be primary without right of contribution from Owner's insurance policies (if any), and (iii) be written on an occurrence (and not claims-made) basis. Licensee may provide the foregoing coverage through the use of a primary liability policy or through a combination of primary liability and umbrella excess liability policies. Certificates of insurance evidencing the foregoing coverages shall be delivered to Owner on the date of this Agreement and each year thereafter at least ten (10) days prior to the expiration of the then applicable insurance policy. Licensee shall be responsible for the payment of any deductibles required by such insurance policies. In the event that Licensee fails to provide evidence of insurance required to be provided by Licensee hereunder, within ten (10) days following Owner's written request thereof, and thirty (30) days prior to the expiration date of any such coverage, Owner shall be authorized (but not required) to procure such coverage in the amount stated above with all costs thereof to be chargeable to Licensee and payable upon written invoice thereof. The limits of insurance required by this Agreement or as carried by Licensee, shall not limit the liability of Licensee or relieve Licensee of any obligation hereunder.

7. **Indemnity.** Licensee, for itself and all of the other Licensee Parties, does hereby covenant and agree (a) to exercise the utmost care in entering onto the Property and (b) that all access and construction activities shall be performed by Licensee and the other Licensee Parties in a professional manner so as to insure that no damage or destruction occurs to the Property or to any other person who is lawfully on the Property. Licensee, for itself and any of the Licensee Parties, does hereby indemnify, agree to defend and hold Owner and Owner's agents, employees, members, managers, officers, shareholders and directors (collectively, the "Indemnified Parties") harmless from and against any and all claims, costs, demands, actions, losses, liabilities, damages and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by any of the Indemnified Parties arising out of or by virtue of (i) any injury or damage to person, including any of the Licensee Parties (including death), or property, including property of any of the Licensee Parties, occurring on the Property at any time during the Term of this Agreement other than as a result of the gross negligence or willful acts of Owner, (ii) any fines,

penalties, costs or expenses incurred by any of the Indemnified Parties as a result of the violation by any of the Licensee Parties of any Governmental Requirements in connection with the entry onto the Property or the undertaking of any construction activities on the Property, (iii) the failure by Licensee to pay all bills, invoices, costs and other charges relating to any work performed or materials provided on or to the Property pursuant to the terms and provisions of this Agreement and (iv) the failure by Licensee to perform all of its obligations under this Agreement. The provisions of this Paragraph 7 shall survive the termination of this Agreement.

8. Term and Early Termination.

(a) Subject to the terms and provisions of Paragraph 8(b) below, the term (“Term”) of this Agreement shall commence as of the date hereof and shall continue until August 27, 2015.

(b) Notwithstanding anything provided to the contrary in Paragraph 8(a) above, Owner shall have the right, in its sole and absolute discretion, to cancel and terminate this Agreement at any time prior to the expiration of the Term upon ninety (90) days prior written notice to Licensee, which notice shall specify the date (which must be at least 90 days from the date of such notice)(the “Effective Termination Date”) on which this Agreement will terminate. In the event of any early termination of the Agreement by Owner, then (i) Licensee agrees to surrender possession of the Property to Owner and otherwise satisfy all of the terms and provisions of Paragraph 11 of this Agreement and (ii) the terms and provisions of Paragraph 10(b)(ii) below shall be applicable.

9. Rights of Owner to Alter Property Lines and Construct Sanitary Sewer Lines.

(a) Owner shall the right, in its sole and absolute discretion, to elect to sell, transfer and convey to the owner of the Adjoining Property a portion of the Property which shall be no greater in size than twenty (20) feet in width along Healthy Way, a public roadway, extending to the rear boundary line of Property. In the event Owner elects to so convey such portion of the Property to the owner of the Adjoining Property, then Owner shall provide Licensee with written notice of such proposed conveyance and this Agreement shall automatically be deemed amended to change the legal description of the Property by deleting such twenty (20) foot strip of land lying immediately adjacent to the Adjoining Property lying along Healthy Way and extending to the rear boundary line of the Property.

(b) Licensee acknowledges and agrees that the owner of the Adjoining Property has heretofore been granted an easement upon the Property to construct and install (i) sanitary sewer lines along the front portions of the Property adjacent to Healthy Way and (ii) storm drainage lines within a twenty (20) foot storm drainage easement running along the rear property lines of the Property as more particularly described in that certain Utility Easement Agreement dated _____ and recorded as Instrument _____ in the Office of the Judge of Probate of Jefferson County, Alabama.

10. **Consideration.**

(a) In consideration of Owner entering into this Agreement and granting to Licensee the license to use the Property for the purposes specified herein during the Term, Licensee agrees to provide to Owner an amount equal to \$75,000.00 (the "Consideration"), which shall be paid within 30 days of full execution of this document. The Consideration shall be subject to adjustment as provided in Paragraph 10(b) below.

(b) The Consideration shall be reduced as follows:

(i) Intentionally Deleted; and

(ii) To the extent Owner elects to terminate this Agreement prior to the expiration of the Term (as provided in Paragraph 8(b) above), then the Consideration shall be reduced by an amount equal to the following: the Consideration shall be divided by 19 months (representing the full Term of this Agreement), which quotient shall then be multiplied by the number of months (or partial months utilizing 30-day months) between the Effective Termination Date and the date on which the original Term of this Agreement would have ended but for Owner's election to exercise its early termination rights.

11. **Removal of Improvements/Surrender of Possession.** Upon the expiration of the Term (or any earlier termination of this Agreement pursuant to Owner's exercise of its early termination rights pursuant to Paragraph 8(b) above), Licensee shall remove any Fencing installed on the Property by Licensee and repair any damage to the Property caused by the removal of such Fencing, and shall surrender possession of the Property on the expiration date of the Term (or the Effective Termination Date to the extent Owner elects to exercise its rights pursuant to Paragraph 8(b) above); provided, however, that immediately prior to the surrender of possession of the Property, Licensee shall perform all of its obligations pursuant to Paragraph 5 above concerning the maintenance, repair and cleaning of the Property and Healthy Way. Licensee shall not be obligated to remove any other improvements made to the Property by Licensee in accordance with the provisions of Paragraph 2 above, including, without limitation, the removal of any Gravel from the Property.

12. **Acknowledgments of Licensee.**

(a) Licensee acknowledge and agrees that no utilities shall be supplied or provided by Owner to the Property and that any utilities required by Licensee shall be obtained, provided and paid for solely by Licensee. Nothing contained herein shall be deemed to grant to Licensee any rights to construct or install any utility lines of any nature on or within the Property without the prior written consent and approval of Owner, which consent may be given or withheld in the sole discretion of Owner.

(b) Licensee acknowledges that neither Owner nor any agent of Owner has made any representation as to the condition of the Property or the suitability of the Property for Licensee's intended use and Licensee hereby accepts the Property in its "AS IS", "WHERE IS" condition "WITH ALL FAULTS". Licensee shall provide all security, lighting, parking

attendants, trash receptacles, cleaning services and other items or services needed to use the Property for its intended use. In the event Owner determines, in its sole discretion, that any of the foregoing obligations of Licensee are not timely and completely performed, then Owner may, but without any obligation to do so, supplement such obligations or perform such obligations and charge the costs of the same to Licensee, and Licensee shall promptly reimburse Owner for all such costs.

(c) This is a license and not a lease of the Property.

13. **Default and Remedies.** If any action or other proceeding is commenced for the enforcement of this Agreement, or because of an alleged breach, dispute, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its attorneys' fees and other costs incurred in such action or proceeding or resulting from such breach, dispute, default or misrepresentation, in addition to any other relief to which such party may be entitled.

14. **Miscellaneous.**

(a) This Agreement may not be modified, amended or terminated except by a written instrument executed by Owner and Licensee.

(b) Time is of the essence in the performance by each party hereto of its respective obligations hereunder.

(c) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth in this Agreement.

(d) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof.

(e) Licensee may not assign any of its rights or obligations under this Agreement to any party without the prior written consent of Owner, which consent may be given or withheld in the sole and absolute discretion of Owner.

(f) All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(g) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine and the singular shall include the plural and vice versa.

(h) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this

Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(j) All notices required or permitted to be given in this Agreement shall be in writing and shall be served on the parties hereto at the following addresses:

If to the Owner: City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills, AL 35216
Attention Mr. Butch Zaragoza, Mayor
Fax (205) 978-0189
Email: butchzaragoza@ci.vestaviiahills.al.us

With copies to: City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills, AL 35216
Attention Mr. Jeff Downes, City Manager
Fax (205) 978-0189
Email: jeffdownes@ci.vestaviiahills.al.us

Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Fax (205) 488-6429
Email: smonk@babbc.com

Patrick H. Boone
215 Richard Arrington Jr., Blvd. N., Suite 705
Birmingham, Alabama 35203
Fax (205) 324-2295
Email: patrickboone@bellsouth.net

If to Licensee: Brasfield & Gorrie, LLC
Edgar P. Hauser, III
3021 Seventh Avenue South
Birmingham, Alabama 35233
Fax: (205) 458-0147
Email: ehauser@brasfieldgorrie.com

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above, (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice, or (v) sent by electronic mail (email) to the email address set forth above, in which case notice shall be deemed given upon confirmation of transmission of such email notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

(k) Nothing contained in the Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or any association between or among any of the parties hereto.

(l) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Facsimile, scanned (*i.e.*, “emailed”) or photocopied signatures on this Agreement, shall be treated as original signatures on this Agreement and on any notices given hereunder and shall have the same legal effect as an original signature.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, Owner and Licensee have executed this Agreement as of the day and year first above written.

OWNER:

CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation

By: _____
Printed Name: _____
Title: _____

LICENSEE:

BRASFIELD & GORRIE, LLC, a Delaware limited liability company

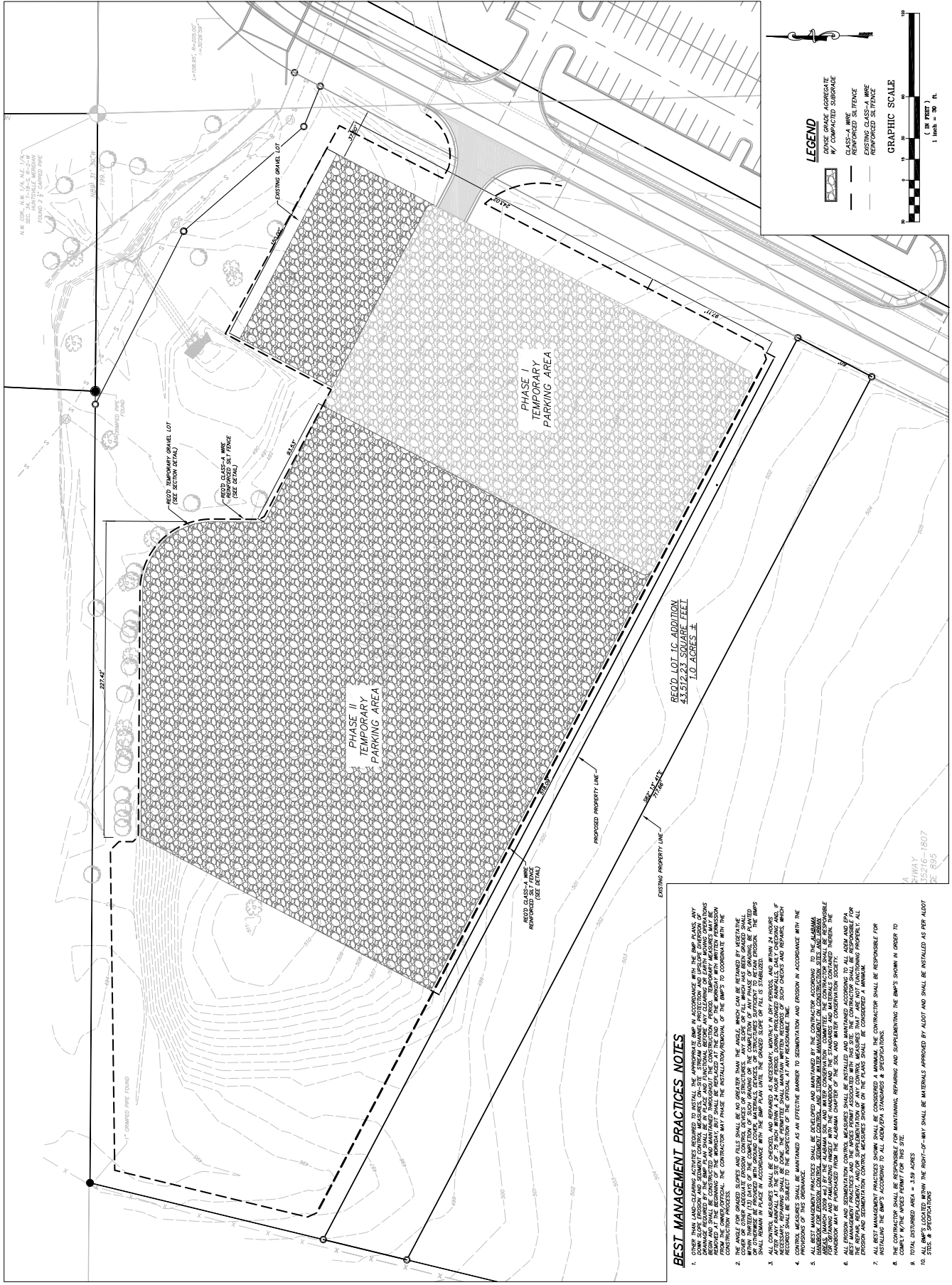
By: _____
Printed Name: _____
Title: _____

ISSUE DATE	
Checked by:	CW
Drawn by:	DWM

GMC # 130201

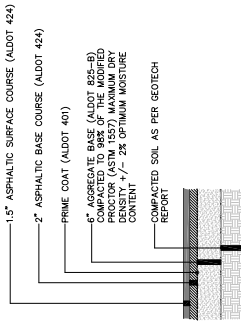
Patwork Farms Temporary Parking
Vestavia Hills, AL

SITE LAYOUT PLAN
(PHASE II)



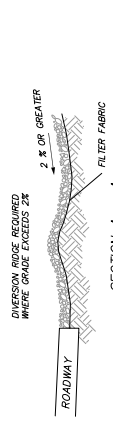
BEST MANAGEMENT PRACTICES NOTES

1. ALL BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND MAINTAINED BY THE CONTRACTOR ACCORDING TO THE ALABAMA BEST MANAGEMENT PRACTICES MANUAL, 2009 AND BY THE ALABAMA SOIL AND WATER CONSERVATION COMMITTEE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PERMIT FROM THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND THE ALABAMA DEPARTMENT OF WATER RESOURCES. THE HANDBOOK MAY BE PURCHASED FROM THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND THE ALABAMA DEPARTMENT OF WATER RESOURCES.
2. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED ACCORDING TO ALL ADEM AND EPA REGULATIONS AND STANDARDS. ALL CONTROL MEASURES SHALL BE CONSIDERED A TEMPORARY MEASURE. ALL CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND SUPPLEMENTING THE BMP'S SHOWN IN ORDER TO COMPLY WITH THE PERMIT FOR THIS SITE.
3. ALL CONTROL MEASURES SHALL BE CHECKED AND REPAIRED AS NECESSARY, MINIMALLY AT 90 DAY INTERVALS, AND WITHIN 24 HOURS AFTER ANY RAINFALL AT THE SITE OF 0.5 INCHES WITHIN A 24 HOUR PERIOD. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL INSPECTIONS AND REPAIRS. RECORDS SHALL BE SUBJECT TO THE INSPECTION OF THE OFFICIAL AT ANY REASONABLE TIME.
4. PROVISIONS OF THIS SPECIFICATION SHALL BE MAINTAINED AS AN EFFECTIVE BARRIER TO SEDIMENTATION AND EROSION IN ACCORDANCE WITH THE ALABAMA BEST MANAGEMENT PRACTICES MANUAL, 2009 AND BY THE ALABAMA SOIL AND WATER CONSERVATION COMMITTEE.
5. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED ACCORDING TO ALL ADEM AND EPA REGULATIONS AND STANDARDS. ALL CONTROL MEASURES SHALL BE CONSIDERED A TEMPORARY MEASURE. ALL CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND SUPPLEMENTING THE BMP'S SHOWN IN ORDER TO COMPLY WITH THE PERMIT FOR THIS SITE.
6. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED ACCORDING TO ALL ADEM AND EPA REGULATIONS AND STANDARDS. ALL CONTROL MEASURES SHALL BE CONSIDERED A TEMPORARY MEASURE. ALL CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND SUPPLEMENTING THE BMP'S SHOWN IN ORDER TO COMPLY WITH THE PERMIT FOR THIS SITE.
7. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED ACCORDING TO ALL ADEM AND EPA REGULATIONS AND STANDARDS. ALL CONTROL MEASURES SHALL BE CONSIDERED A TEMPORARY MEASURE. ALL CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND SUPPLEMENTING THE BMP'S SHOWN IN ORDER TO COMPLY WITH THE PERMIT FOR THIS SITE.
8. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED ACCORDING TO ALL ADEM AND EPA REGULATIONS AND STANDARDS. ALL CONTROL MEASURES SHALL BE CONSIDERED A TEMPORARY MEASURE. ALL CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND SUPPLEMENTING THE BMP'S SHOWN IN ORDER TO COMPLY WITH THE PERMIT FOR THIS SITE.
9. TOTAL DISTURBED AREA = 3.59 ACRES
10. ALL BMP'S SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.



**TYPICAL SECTION
HEAVY DUTY
ASPHALT PAVEMENT**

N.T.S.



SECTION A - A

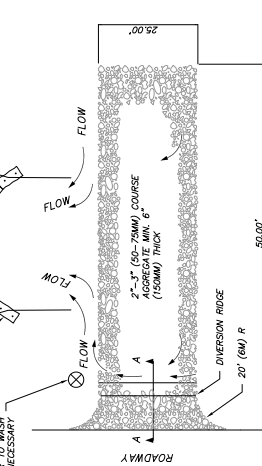
ROADWAY

SPILLWAY

NOTE:
USE SANDBAGS, STRAW BALES
OR EQUIVALENT BERM OF
CONTIGUOUS BERM OF
EQUIVALENT HEIGHT
SUPPLY WATER TO WASH
WHEELS IF NECESSARY

2% OR GREATER

FILTER FABRIC

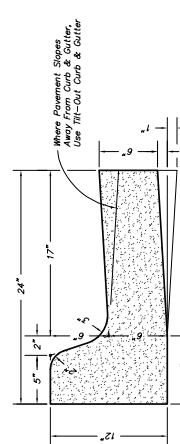


PLAN

NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT
MATERIAL FROM BEING DISPERSED INTO THE ADJACENT ROADWAY.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO
PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED
STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR
SEDIMENT BASIN.

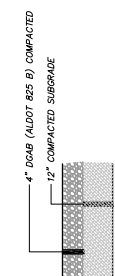
**TEMPORARY GRAVEL CONSTRUCTION
ENTRANCE/EXIT DETAIL**

N.T.S.



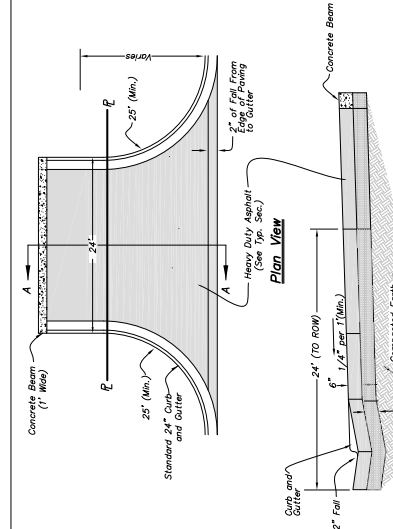
STANDARD 24\"/>

N.T.S.



**TYPICAL SECTION
GRAVEL PARKING AREA**

N.T.S.



**SECTION A-A
ASPHALT DRIVEWAY
TURNOUT DETAIL**

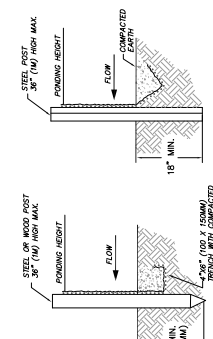
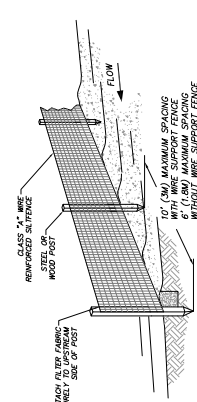
N.T.S.



ISSUE DATE	
Checked by:	CW
Drawn by:	DOW

Pathwork Farms Temporary Parking
Vestavia Hills, AL
GMC # 130201

DETAILS



**V-SHAPED
TRENCH DETAIL**

N.T.S.

NOTES:
1. SEDIMENT SHALL BE PLACED ON SLOPE CONTIGUOUS TO MAXIMIZE FLOWING
EFFICIENCY.
2. REPAIR AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN
NECESSARY. IF EXCESSIVE SEDIMENT ACCUMULATED, REPAIR FENCE
3. SEDIMENT SHALL BE REMOVED FROM SITE THAT WILL NOT CONTRIBUTE
SEDIMENT TO SITE AND CAN BE PERMANENTLY STABILIZED.

INSTALLATION AND MAINTENANCE
1. REMOVE SEDIMENT FROM THE SITE OF STABILIZATION
2. REMOVE SEDIMENT ACCUMULATED ALONG THE FENCE WHEN IT REACHES 1/3 THE HEIGHT OF THE
FENCE, ESPECIALLY IF HEAVY RAIN ARE EXPECTED.
3. REMOVE SEDIMENT FROM THE SITE OF STABILIZATION
4. REMOVE SEDIMENT FROM THE SITE OF STABILIZATION
5. REMOVE SEDIMENT FROM THE SITE OF STABILIZATION
6. REMOVE SEDIMENT FROM THE SITE OF STABILIZATION

REQUIREMENTS FOR
SEDIMENT FENCE FABRIC

MAX. SLOPE LENGTH AND SLOPE FOR WHICH SET FENCE IS APPLICABLE	MIN. SLOPE LENGTH (FT)	MIN. SLOPE (%)	REQUIREMENTS
<2%	100	15	MINIMUM STRENGTH AT STANDARD STRAINING AND 20% (TENSILE) ELONGATION 500 LB./LIN. INCH (MIN.)
2 TO 5%	75	20	MINIMUM STRENGTH AT STANDARD STRAINING AND 20% (TENSILE) ELONGATION 500 LB./LIN. INCH (MIN.)
5 TO 10%	50	25	MINIMUM STRENGTH AT STANDARD STRAINING AND 20% (TENSILE) ELONGATION 500 LB./LIN. INCH (MIN.)
10 TO 20%	25	50	MINIMUM STRENGTH AT STANDARD STRAINING AND 20% (TENSILE) ELONGATION 500 LB./LIN. INCH (MIN.)
>20%	15	75	MINIMUM STRENGTH AT STANDARD STRAINING AND 20% (TENSILE) ELONGATION 500 LB./LIN. INCH (MIN.)

SLURRY FLOW RATE: 0.1 GAL/SEC. FT./MINUTE (MIN.)

ORDINANCE NO. 2481

CITY OF VESTAVIA HILLS, ALABAMA

For

\$9,605,000
GENERAL OBLIGATION WARRANTS
SERIES 2014

Adopted: January 27, 2014

ORDINANCE NO. 2481

AN ORDINANCE AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR
THE PAYMENT OF \$9,605,000 GENERAL OBLIGATION WARRANTS, SERIES 2014

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

ARTICLE 1

Definitions and Use of Phrases

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

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

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

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

(d) The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

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

Beneficial Owner shall have the meaning set forth in Section 4.03(a).

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

Business Day means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the principal corporate office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

City means shall mean the City of Vestavia Hills, Alabama and its successors and assigns.

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

Continuing Disclosure Agreement means the Continuing Disclosure Agreement dated the date of delivery by the City in favor of the Holders.

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

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

Federal Securities means direct general obligations of the United States of America or any securities on which the payment of the principal and interest are unconditionally guaranteed by the United States of America.

Fiscal Year means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other Fiscal Year as may hereafter be adopted by the City.

Holder when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register.

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

Interest Payment Date shall mean August 1, 2014 and each February 1 and August 1 thereafter.

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

Official Statement shall have the meaning assigned in Section 3.05(a).

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

Outstanding when used with respect to Warrants means, as of the date of determination, all Warrants theretofore authenticated and delivered under this Ordinance, except: (1) Warrants theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for whose payment or redemption money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Ordinance or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in accordance with Section 5.02; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Ordinance.

Paying Agent means (i) The Bank of New York Mellon Trust Company, National Association, the bank designated by the City as the paying agent for the Warrant Fund and the paying agent and registrar

for the Warrants, and (ii) any successor bank designated as such depository, paying agent and registrar pursuant to Section 10.03 hereof.

Person shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

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

Qualified Investments means:

- (a) Federal Securities or a trust or fund consisting of Federal Securities;
- (b) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America:
 - (1) Farmers Home Administration;
 - (2) General Services Administration;
 - (3) U.S. Maritime Administration;
 - (4) Small Business Administration;
 - (5) Government National Mortgage Association (GNMA);
 - (6) U.S. Department of Housing and Urban Development (HUD);
 - (7) Federal Housing Administration (FHA);
- (c) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under the laws of the State of Alabama; or
- (d) any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal or public funds, including without limitation Section 11-81-21 of the Code of Alabama 1975.

Record Date means, for each Interest Payment Date, the fifteenth day of the month (whether or not a Business Day) next preceding any Interest Payment Date.

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

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

Series 2013 / 2014 Capital Improvements means and includes real and personal property to be financed by the proceeds of the Warrants and the proposed Series 2013-A Warrants of the City for use by the City as a City Hall and related facilities and improvements.

Tax Certificate and Agreement means that certain Tax Certificate and Agreement delivered by the City with respect to the Warrants on the date of issuance thereof.

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

Warrant Fund means the fund established pursuant to Section 7.01 hereof.

Warrant Purchase Agreement shall mean the Warrant Purchase Agreement dated January 15, 2014 by the City and Sterne, Agee & Leach Inc.

Warrant Registrar means the agent of the City appointed as such pursuant to Section 4.01 for the purpose of registering Warrants and transfers of Warrants.

Warrants means the General Obligation Warrants, Series 2014, dated the date of delivery, authorized to be issued pursuant to the provisions of this Ordinance.

ARTICLE 2

Source of Payment of Warrants

Section 2.01 Source of Payment of Warrants

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

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

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

ARTICLE 3

The Warrants

Section 3.01 Determinations and Representations Respecting the Warrants

The City, upon evidence duly presented to and considered by it, does hereby find, determine and represent as follows:

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

- (1) to provide for the payment of the costs of the Series 2013 / 2014 Capital Improvements; and
- (2) to pay issuance expenses of the Warrants.

(b) The assessed valuation of the taxable property in the City for the preceding fiscal year (ending September 30, 2013) is not less than \$630,314,820, and the total indebtedness of the City chargeable against the debt limitation for the City prescribed by the Constitution of Alabama of 1901 is not more than twenty percent of said assessed valuation.

Section 3.02 Authorization and Description of Warrants

(a) (1) Pursuant to the Constitution and laws of the State of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued a series of warrants in the aggregate principal amount of \$9,605,000 for the purposes set forth in Section 3.01.

(2) The Warrants shall be issued pursuant to a Book Entry System.

(b) The Warrants shall be designated "General Obligation Warrants, Series 2014," shall be in fully registered form, without coupons, shall be in Authorized Denominations, shall be numbered for identification as determined by the Paying Agent, and shall be dated the date of delivery.

(c) The Warrants shall mature on February 1 in the following year and in the following principal amount and shall bear interest at the following per annum rate:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2015	\$115,000	2.000%
2016	480,000	2.000
2017	495,000	2.000
2018	505,000	2.000
2019	320,000	3.000
2020	335,000	3.000
2021	355,000	3.000
2022	360,000	3.000
2023	285,000	3.000
2028 ^[1]	165,000 ^[1]	4.000
2029	2,980,000	4.000
2030	3,100,000	4.000
2031	110,000	4.000

^[1] Subject to mandatory redemption

(d) Interest on the Warrants shall be payable on each Interest Payment Date on the basis of a 360-day year of 12 consecutive 30-day months.

(e) The principal of, premium (if any) and interest on the Warrants shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, as provided in this Ordinance and as set forth in the Warrants.

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

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

UNITED STATES OF AMERICA
STATE OF ALABAMA

CITY OF VESTAVIA HILLS, ALABAMA
GENERAL OBLIGATION WARRANTS
SERIES 2014

No. R-1

DATED DATE:	MATURITY DATE:	INTEREST RATE:	CUSIP:
January 30, 2014	February 1, 20__	____%	925479__

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

CEDE & Co.

or registered assigns in the principal amount of

_____ DOLLARS
(\$_____)

and hereby orders and directs the Finance Director (or any successor to the duties and functions thereof) of the City to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount on the Maturity Date specified above, and to pay to said payee or registered assigns from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, payable on August 1, 2014 and on February 1 and August 1 in each year thereafter.

Authority for Issuance; Source of Payment and Security; Reference to Ordinance

This warrant is one of a duly authorized issue of \$9,605,000 General Obligation Warrants, Series 2014 (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the state of Alabama and an ordinance and proceedings of the City duly held, passed and conducted (the "Ordinance").

In the Ordinance the City has appointed The Bank of New York Mellon Trust Company, National Association, as the Paying Agent and Warrant Registrar for the Warrants (the "Paying Agent").

Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Ordinance.

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

The Warrants shall never constitute an indebtedness, pecuniary liability, or charge against the general credit or taxing power, of the State of Alabama or any political subdivision thereof except the City.

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

Payment; Warrant Fund

The principal of and interest on the Warrants shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, by the City through the Paying Agent.

During a period in which the Book-Entry System is not in effect for the Warrants: (1) payment of interest on the Warrants shall be made by check or draft mailed by the Paying Agent to the Holders in whose names the Warrants are registered in the Warrant Register maintained by the Paying Agent at close of business on the Record Date (such payments to be deemed timely made if so mailed on the Interest Payment Date or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date); (2) payment of the principal of (and premium, if any, on) the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent; and (3) all such payments of principal of, premium (if any) and interest on the Warrants on behalf of the City or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the City and the Paying Agent to the extent of the amounts so paid.

During a period in which the Book-Entry System is in effect for the Warrants: (1) payments of principal, interest, and redemption premium, if any, with respect to the Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder; provided, that payment of the principal of (and premium, if any, on) such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the Principal Office of the Paying Agent; (2) the Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners; and (3) all such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, premium (if any) and interest on such Warrants on behalf of the City or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the City and the Paying Agent to the extent of the amounts so paid, and the City and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

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

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

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

Redemption

Optional Redemption

The Warrants will be subject to prior redemption at the option and direction, of the City, as a whole or in part in integral multiples of an Authorized Denomination, on February 1, 2022 or on any date thereafter, in such principal amounts as the City may determine and by lot within a maturity, at a redemption price for each Warrant redeemed equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date, without premium or penalty.

Mandatory Redemption

The Warrants having a stated maturity on February 1, 2028 (the “2028 Term Warrants”) are subject to scheduled mandatory redemption, by lot, on February 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 2028 Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 2028 Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2024	\$20,000
2025	30,000
2026	30,000
2027	40,000

\$45,000 principal amount of the 2028 Term Warrants is scheduled to be retired at maturity (February 1, 2028).

General

Warrants to be redeemed shall be selected by the Securities Depository or Paying Agent as provided in the Ordinance, and redemption thereof shall be effected in the manner, upon the notice, and on the terms and conditions provided in the Ordinance.

Notice meeting the requirements of the Ordinance of the intended redemption of any Warrants shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such

Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof.

Warrants (or portions thereof) for the redemption and payment of which provision has been made and notice thereof given all in accordance with the Ordinance shall thereupon cease to be entitled to the benefits of the Ordinance and shall cease to bear interest from and after the date fixed for redemption unless default shall be made in the payment of the redemption price.

Warrants Payable on Redemption Date; Interest to Cease to Accrue after Redemption Date

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

Registration, Transfer, Exchange; Book Entry System

The Warrants are initially issued in Authorized Denominations pursuant to the Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee. During the period in which the Securities Depository Nominee is the registered owner of the Warrants, purchases and transfers of ownership of beneficial interests in the Warrants will be evidenced by book-entry only, as more particularly provided in the Ordinance.

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

In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the owners of beneficial interests in the Warrants, the Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, and the following provisions with respect to registration, transfer and exchange of the Warrants by the registered owners thereof shall apply, subject to the further conditions set forth in the Series 2013 Warrants Ordinance with respect thereto:

(a) The Warrants may be transferred by the registered owner in person or by authorized attorney, only on the Warrant Register maintained by the Paying Agent and only upon surrender of the Warrant to the Paying Agent for cancellation with a written instrument of transfer acceptable to the Paying Agent executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Warrant of like tenor shall be issued to the transferee in exchange therefor.

(b) The registered owner of any Warrant in a face amount of more than the smallest Authorized Denomination may surrender the same in exchange for more than one Warrant, each in the principal amount which is an integral multiple of an Authorized Denomination, having the same year of maturity as the Warrant so surrendered and the same aggregate principal amount. The registered owner of two or more Warrants

having the same principal maturity may surrender the same in exchange for a single Warrant in the aggregate principal amount of the Warrants so surrendered.

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

No charge shall be made for the privilege of transfer or exchange, but the registered owner of any Warrant requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

The Ordinance provides that each registered owner of the Warrants, by receiving or accepting the Warrant, consents and agrees and is estopped to deny that, insofar as the City and the Paying Agent are concerned, the Warrant may be transferred only in accordance with the provisions of the Ordinance.

General

The Ordinance provides that, as a condition of, and a consideration of, the issuance of the Warrants, each Holder or Beneficial Owner thereof, by acceptance of a Warrant shall have agreed that no covenant or agreement contained in this warrant or in the Ordinance shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the City or of the Paying Agent in its individual capacity and none of such parties or persons nor any officer executing this warrant shall be liable personally on this warrant or be subject to any personal liability or accountability by reason of the issuance of this warrant.

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

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

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

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

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

Finance Director of the
City of Vestavia Hills, Alabama

AUTHENTICATION AND REGISTRATION DATE: January 30, 2014

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

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

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

By _____
Its Authorized Officer

ASSIGNMENT

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

Dated this ____ day of _____, ____.

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

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____
(Authorized Officer)

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

Notice By Securities Depository

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

Section 3.03 Execution, Authentication and Delivery of Warrants

(a) The Warrants shall be executed in the name of and on behalf of the City by signature of the Mayor, shall be sealed with the seal of the City imprinted thereon, and said seal and said Warrants shall be attested by the City Clerk of the City. The Warrants shall be registered by the City Clerk of the City as a claim against the City and the Warrant Fund. The Mayor and the City Clerk of the City are hereby authorized and directed to so execute, attest and register the Warrants as provided above. All Warrants bearing the signature of officers in office on the date of signing thereof shall be valid and binding obligations, notwithstanding that before the delivery and payment therefor, such officers whose signatures appear thereon shall have ceased to be officers of the City.

(b) The Paying Agent is hereby directed to execute the Authentication and Registration Certificate appearing on each Warrant.

(c) No Warrant issued hereunder shall be the valid and binding obligation of the City unless said Authentication and Registration Certificate shall have been executed as provided herein.

Section 3.04 Sale and Delivery of Warrants; Closing Papers

(a) The Warrants are hereby sold to Sterne, Agee & Leach, Inc., upon the payment to the City of the purchase price of \$9,930,426.50, being the principal amount thereof less underwriting discount of \$67,235.00 and plus net original issue premium of \$392,661.50. The City has determined that the sale of the Warrants to such purchaser on such terms is most advantageous to the City.

(b) The Warrants shall be delivered to such purchaser through The Depository Trust Company, New York, New York, upon the payment to the City of the aforesaid purchase price. The Mayor and the City Clerk, or either of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrants; the exclusion of the interest on the Warrants from the gross income of the Holders thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The City Clerk shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Ordinance.

Section 3.05 Approval of Official Statement for the Warrants

(a) The Official Statement dated January 20, 2014 (the "Official Statement") with respect to the Warrants in substantially the form and of substantially the content as the Official Statement presented to and considered by the City, is hereby authorized, approved and adopted.

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

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

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

Section 3.06 Application of Proceeds of Warrants

The net proceeds of the Warrants of \$9,930,426.50 (the principal amount thereof less underwriting discount of \$67,235.00 and plus net original issue premium of \$392,661.50) shall be applied as follows on the date of issuance of the Warrants:

(1) the amount of \$51,750.00 shall be held by the City and applied to the payment of issuance expenses, and any balance remaining shall be applied to the payment of the costs of the Series 2013 / 2014 Capital Improvements; and

(2) the amount of \$9,878,676.50 shall be held by the City and applied to the payment of costs of the Series 2013 / 2014 Capital Improvements.

ARTICLE 4

Registration of Warrants

Section 4.01 Registration of Warrants

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

(b) The Paying Agent is hereby appointed "Warrant Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

Section 4.02 Registration, Transfer, and Exchange of Warrants; Replacement of Mutilated, Lost, Destroyed or Stolen Warrants

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

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

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

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

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

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

(f) All Warrants surrendered upon any exchange or transfer provided for in this Resolution and Order shall be cancelled as provided in Section 4.04.

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

(h) No charge shall be made for the privilege of transfer or exchange, but the registered owner of any Warrant requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

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

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

Section 4.03 Book-Entry System

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

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

(c) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(d) Redemption notices respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent and redemption of Warrants shall be effected as provided in Article 6.

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

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

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

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

(i) In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the Warrant Register, the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this Ordinance, and the following provisions with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply.

Section 4.04 Cancellation of Surrendered Warrants

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

ARTICLE 5

Payment and Defeasance of Warrants

Section 5.01 Payment of Warrants; Payment Dates; Persons Deemed Owners

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

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

(c) The City, the Paying Agent and any agent of the City or the Paying Agent may treat the Person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of, premium (if any) and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

Section 5.02 Defeasance of Warrants

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

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding under this Ordinance if (1) in case any of said Warrants are to be redeemed on any date prior to their maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give and publish notice of redemption thereof on such date, (2) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of, premium (if any) and interest due and to become due on said Warrants on and prior to the redemption date or maturity date thereof, as the case may be, and (3) in the event said Warrants are not by their terms subject to redemption or payment within the next succeeding 90 days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail a notice to the Holders thereof that the deposit required by clause (2) of this subsection has been made with the Paying Agent and that said Warrants are deemed to have been paid in accordance with this Section and no longer Outstanding under this Ordinance and stating such maturity or redemption date or dates upon which moneys are to be available for the payment of the principal of and premium (if any) on said Warrants.

(c) Neither Federal Securities nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Warrants; provided that any cash received from such principal or interest

payments on such Federal Securities deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the City, in Federal Securities maturing at times and in amounts sufficient to pay when due the principal, premium (if any) and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.

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

Section 5.03 Expenses of Collection

The City hereby covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all expenses incident to the collection of any unpaid portion thereof, including reasonable attorneys' fees.

ARTICLE 6

Redemption of Warrants

Section 6.01 General Applicability of Article

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

Section 6.02 Election to Redeem; Notice to Paying Agent

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

Section 6.03 Selection of Warrants to be Redeemed

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

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

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

Section 6.04 Notice of Redemption

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof. During a period in which the Book-Entry System is in effect, notice of any intended redemption may also be given to each Beneficial Owner, all or portion of the interest of which in such Warrants is to be redeemed, by the Direct Participants and, where appropriate, by the Indirect Participants, pursuant to arrangements among said parties, subject to statutory and regulatory requirements in effect from time to time; provided, however, any Beneficial Owner may waive the requirement of notice as to the redemption of the interest thereof in the Warrants.

(b) All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) the principal amount of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed,
- (4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and
- (5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

Section 6.05 Payment of Redemption Price

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

Section 6.06 Warrants Payable on Redemption Date

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

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

Section 6.07 Warrants Redeemed in Part

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

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

ARTICLE 7

The Warrant Fund

Section 7.01 The Warrant Fund

(a) (1) There is hereby established a special fund which shall be designated the "Warrant Fund".

(2) The Paying Agent shall be the depository, custodian and disbursing agent for the Warrant Fund.

(3) The money in the Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.

(b) (1) The City shall deposit in the Warrant Fund the following amounts on the following dates:

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

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

(iii) Any money required to be deposited in the Warrant Fund pursuant to this Ordinance or received by the Paying Agent when accompanied by directions that such money is to be deposited in the Warrant Fund.

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

(c) (1) The City acknowledges that deposits and transfers to the Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrants as the same shall become due and payable.

(2) If on any principal or interest payment date the amount on deposit in the Warrant Fund is insufficient to pay the principal of and interest on the Warrants due and payable on such date, the City will forthwith pay any such deficiency into the Warrant Fund.

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

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

Section 7.02 Investment of and Security For Warrant Fund

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

(b) All income derived from the investment of money on deposit in the Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from

liquidation of investments in the Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Warrant Fund continuously secured for the benefit of the City and the registered owners of the Warrants, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in (1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

ARTICLE 8

Special Covenants of the City Respecting Federal Tax Matters

Section 8.01 Covenants with Respect to Compliance with the Code

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

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

Section 8.02 Designation of Warrants Pursuant to Section 265 of the Code

The City hereby designates the Warrants as "qualified tax-exempt obligations" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The City does hereby represent that neither it nor its "subordinate entities" has issued in the aggregate more than \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2014, and the City does hereby further represent that it reasonably anticipates that the amount of neither "qualified tax-exempt obligations" nor "tax-exempt obligations" which will be issued by the City or its "subordinate entities" during calendar year 2014 will exceed \$10,000,000.

ARTICLE 9

Approval of Agreements

Section 9.01 Approval of Continuing Disclosure Agreement

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

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

Section 9.02 Approval of Warrant Purchase Agreement

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

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

(c) Any prior execution of the Warrant Purchase Agreement by the Mayor and City Clerk is hereby ratified and approved.

ARTICLE 10

The Paying Agent

Section 10.01 Designation of Paying Agent

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

Section 10.02 Duties of Paying Agent; Payments at Par

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

(b) The Paying Agent shall not be liable hereunder except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence.

(1) It may execute any of the powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof.

(2) It may consult with counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to an express provision hereof.

(3) It need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such warrant.

(4) It shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party.

(5) It shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services.

(6) Any action taken by the Paying Agent at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any warrants issued hereunder in lieu thereof.

(7) It may treat the Holder of Warrants as if not Paying Agent hereunder.

(8) It shall not be liable for proper application of any moneys other than those that may be paid to or deposited with it.

(9) It shall not unreasonably withhold or delay any consent or approval required of it under the provisions of this Ordinance.

(10) All moneys received by the Paying Agent to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Paying Agent shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(11) It may make any investments permitted hereby through its own investment department or affiliated entity, and any Qualified Investments issued or held by it hereunder shall be deemed investments and not deposits.

(12) It shall, upon reasonable request, advise the City of the amount at the time on deposit in any of the special funds herein created.

(13) The recitals of fact herein and in the Warrants are statements by the City and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants, or the validity or enforceability of the Ordinance. The Paying Agent does, however, assume responsibility for its eligibility to accept and administer the duties created hereby, and it agrees and represents that it is duly authorized to accept and administer such duties and that the acceptance and administration by it of such duties do not violate or contravene, and are not void or voidable under, any applicable state or federal law now existing.

(14) The Paying Agent shall have no obligation to file financing statements or continuation statements.

(15) The Paying Agent's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Paying Agent's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Paying Agent's right to compensation, shall survive the Paying Agent's resignation or removal, the discharge of this Ordinance, and final payment of the Warrants.

Section 10.03 Resignation and Removal; Appointment of Successor

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

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

Section 10.04 Qualification of and Acceptance of Appointment by Successor

(a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$50,000,000.

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

Section 10.05 Merger or Consolidation

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

ARTICLE 11

Provisions of General Application

Section 11.01 Effect of Headings and Table of Contents

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

Section 11.02 Binding Effect Upon Successors and Assigns

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

Section 11.03 Governing Law

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

Section 11.04 Repeal of Conflicting Provisions

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

ARTICLE 12

Provision of Ordinance a Contract; Enforceability and Severability; Remedies

(a) The terms, provisions and conditions set forth in this Ordinance constitute a contract between the City and the registered owners of the Warrants and shall remain in effect until the principal of and interest on the Warrants shall have been paid in full as provided in Section 5.02.

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

(c) The City agrees (i) the registered owners of the Warrants shall have all rights and remedies for the enforcement of the Warrants and this Ordinance as may be provided by the laws of the State of Alabama, including particularly the Enabling Law, and (ii) the Finance Director (or any successor to the duties and functions thereof) of the City is subject to mandamus in the event such officer has money available for payment of principal of and interest on the Warrants and does not, as required by this Ordinance, deposit such money in the Warrant Fund, when and as required by Section 7.01 of this Ordinance in each Fiscal Year, and apply such proceeds (and investment earnings thereon) to the payment of the principal of and interest on the Warrants when and as the same become due and payable in each Fiscal Year in amounts sufficient for such purposes.

DONE, ORDERED, ADOPTED and APPROVED this 27th day of January, 2014.

Alberto C. Zaragoza, Jr., Mayor

S E A L

Attest: _____
City Clerk

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

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 5:00 p.m. on January 27, 2014. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

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

* * *

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

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

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

Nays: None

The Mayor declared the motion unanimously carried.

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

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

Nays: None

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

* * * *

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

Minutes approved:

Mayor

Member of the City Council

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on January 27, 2014, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this 30th day of January, 2014.

Clerk of the City of Vestavia Hills,
Alabama

SEAL

RESOLUTION NUMBER 4547

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REFUND A PORTION OF A 2013 BUSINESS LICENSE TO PET SUPERMARKET

WHEREAS, in January 2013, Pet Supermarket submitted an affidavit with a renewal of their business license that misstated the actual gross receipts of the 2012 fiscal year; and

WHEREAS, Pet Supermarket has submitted a request for a refund of said 2013 Business License pursuant to said overpayment; and

WHEREAS, RDS (Revenue Discovery Services) serves as the City's Agent for collection of said business license and has researched and verified that said refund is due to be remitted according to the business records; and

WHEREAS, the City's Finance Director has declared in a memorandum to the Mayor and the City Manager that said refund is due to be remitted as stated and has submitted documentation of said remittance which is attached and incorporated into this Resolution Number 4547 with sensitive information redacted pursuant to the Taxpayer Bill of Rights.

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

1. The City Manager is hereby authorized to refund \$19,687.48 to Pet Supermarket pursuant to overpayment of the business license for 2013; and
2. This Resolution Number 4547 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 10th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

MEMORANDUM

TO: Jeffrey Downes, City Manager
Alberto Zaragoza, Jr., Mayor

FROM: Melvin Turner, III
Finance Director



**RE: Business License Refund
"Pet Supermarket"
608 Montgomery Highway**

DATE: January 21, 2014

RDS (Revenue Discovery Systems) has apprised the City of Vestavia Hills that Pet Supermarket has submitted a request for a business license refund in the amount of \$19,687.48.

The Pet Supermarket headquarters overstated their 2013 gross receipts for their Vestavia Hills store located at 608 Montgomery Highway by including alternate site sales, totaling [REDACTED]. The Vestavia Hills site gross receipts were actually [REDACTED]; an overstatement of [REDACTED].

Due to the amount of the refund, \$19,687.48, I recommend that the request be placed on the January 27, 2014 City Council Agenda for approval.

Vestavia Hills, City of
Attn: Bo Seagrist
513 Montgomery Hwy
Vestavia, AL 35216

January 14, 2014

Re: Pet Supermarket Refund Request

Mr. Seagrist,

RDS has received a refund request from Taxpayer a/c #074376, Pet Supermarket, located at 608 Montgomery Hwy.

Pet Supermarket overstated their 2013 gross receipts by approximately [REDACTED] which resulted with an overpayment of their 2013 Business License by \$19,687.48. Please verify approval of the refund payment.

Thank you for your consideration,



Jonathan Black
Sr. Client Relations Rep



RDS Refund Petition

RDS
Attn: Refunds
2317 3rd Ave N
Suite 200
Birmingham, AL 35203

Refund Petition

[] Joint [] Direct

Note: Separate petitions are required for each type of tax and for each city or county. (Instructions on Back)

The undersigned hereby makes application for refund of (\$ 19687.48) NINETEEN THOUSAND SIX hundred eighty seven Dollars. Taxes paid by said undersigned to the Tax Trust Account for (city or county) VESTALIA HILLS for the period(s) 1/1/13 - 12/31/13, which amount was erroneously paid or paid in excess of the amount due or was paid through mistake of fact or law.

Explain in detail the reasons for refund claim (attach additional pages if necessary):

ret supermarket 014514

Signatures: A joint petition must bear the signatures of both the seller and the consumer-purchaser. If a petitioner is an individual, the individual must sign. If a petition is a partnership or limited liability partnership, a partner must sign. If a petition is a corporation, an officer of the corporation must sign. If a petition is a limited liability company, a member must sign.

Form with fields for Petitioner's Name (Seller), RDS Account #, Signature, Title, Email Address, Mailing Address, City, State, Zip, Date Signed, and corresponding fields for Petitioner's Name (Consumer-Purchaser), RDS Account #, Telephone #, Signature, Title, Email Address, Mailing Address, City, State, Zip, Date Signed.

Instructions

Note: Failure to complete the RDS refund petition properly or to include sufficient documentation supporting your refund claim will delay the processing of your request. If you have any questions about the Refund Petition requirements, please contact Taxpayer Support at (800) 556-7274.

There are two types of petitions: Joint and Direct Petitions. The Joint Petition requires the signatures of both parties to a transaction. The Direct Petition requires the signature of only one party to a transaction. No refunds will be issued unless the proper petition is filed. Listed below are the taxes administered by the Sales, Use & Business Tax Division and the proper petition to file for each.

A direct petition may be filed if the seller has not collected the tax from the purchaser or if the seller has refunded or credited the tax to the purchaser. Seller must document these facts. See "Documentation" requirements below.

Type of Tax	Petition Form Required	Signatures Required
City or County Sales Tax	Joint	Seller and Purchaser
City or County Sellers Use Tax	Joint	Seller and Purchaser
Lodging Tax	Joint	Seller and Purchaser
Direct Pay Permits	Direct	Permit Holder
City or County Consumers Use Tax	Direct	Consumer-Purchaser
Rental or Leasing Tax	Direct	Lessor

Documentation

Your petition **must be documented**. The petitioner(s) should attach invoices, receipts, check copies, accrual records, copies of original returns, copies of amended returns and other documentation to the petition sufficient to provide an audit trail. If invoice copies are not attached, then a schedule of the invoices providing invoice date, invoice number, invoice amount, and a description of the merchandise should be attached. Additional documentation may be requested by RDS as deemed necessary before a decision can be granted on a refund request.

Mail Completed Petition To:

RDS
Attention: Refunds
2317 – 3rd Avenue North
Suite 200
Birmingham, AL 35203-3835

For inquiries about this petition, please call (800) 556-7274.

Date: 3/04/13
Time: 11:29:10

Combined WW & Pet Supermarket
General Ledger
Account Activity Detail

Pgm: GL1835 7.1
Scn: ACCTDETAIL

STORE..... 252 #252 Birmingham, AL

From: 1 Jan 13 Through: 28 Feb 13

Account/Sub-Acct: 6591

Licenses & Fees

- 1 - Journal Header
- 2 - Journal Detail
- 3 - To Change Date

Scan Date (MMDDYY) - 0/00/00
Total -

Effective	Transaction Description	Amount
15 Jan 13	TAX TRUST ACCOUNT	
Reference 1: 97661	Reference 2:	

REC'D MAR 22 2013

RDS

revenue discovery systems

2317 Third Avenue North, Suite 200
Birmingham, AL 35203

800.556.7274 • 205.324.0088 • 205.423.4099 fax

www.revds.com

March 18, 2013

Pet Supermarket
1100 International Parkway
Sunrise, FL 33325

Account: 74376
Refund Request Details:
Jurisdiction(s): Vestavia Hills
Tax Period(s): Year 2013
Amount of Request: \$19,687.48

Dear Taxpayer,

We are unable to determine if a refund is due based on the information provided with your petition.

Interest and Penalties are not refundable.

Original tax payment(s) not found in payment history.

Taxes must be refunded to paying customer and this criteria cannot be met.

Exemptions stated do not apply.

Other: On the refund petition you did not specify as to why you were asking for a refund.

Please state the reason you are asking for a refund in order to proceed with refund request.

ORIGINAL FORM SENT IN HAD GROSS RECEIPTS AMT AS
[REDACTED] WHICH IS INCORRECT. CORRECT AMT IS
[REDACTED]

Best Regards,
LaKeshia Dixon
Refunds
Revenue Discovery Systems (RDS)
Direct: 800-556-7274 ext 34427
Fax: (205) 423-4099
lcdixon@revds.com

PLEASE SEE
ATTACHED
←

PET SUPERMARKET
LOC #252 Birmingham, AL

	Sales	Sales - Tax Exempt	Returns	Returns - Tax Exempt	Vet Clinic Income	
	4000	4100	4200	4300	6811	
JAN	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
FEB	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
MAR	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
APR	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
MAY	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
JUN	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
JUL	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
AUG	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
SEP	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
OCT	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
NOV	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
DEC	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]

Check here if business has closed or no longer doing business in the area

REQUIRED - Please confirm form of ownership:

- Sole Proprietorship (Owned by Individual)
- General Partnership
- Corporation
- LLC - Single Member
- LLC - Multi Member
- Professional Assoc
- Governmental Agency
- Other _____
- LLP

Make Check Payable to: Tax Trust Account
 Mail To: RDS
 Business License Dept
 PO Box 880900
 Birmingham, AL 35283-0900

If there are any additions, subtractions, or discrepancies regarding the schedules or amounts below, please review the entire license schedule at www.revs.com or call our Business License Department at 800-556-7274 Option 1, then 6 then 1. Online filing is now available. Free - Easy to Use - Step by Step

Police Jurisdiction Definition: Area outside the incorporated municipality limits as defined by local ordinance. Businesses located in the police jurisdiction are subject to purchase a business license per the municipality's ordinance at one half the normal rates if applicable. Please check this box if you are in the police jurisdiction but not in the incorporated city limit.

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Section Number	Type of License	Gross Receipts (If Required)	Unit Amount (Applies if fee is based upon a number of units)	Flat/Base Fee*	Additional Amount Due Based On Calculation	License Fee Due
Verify all types of business conducted:				*See Section H Below for Business License Fee Information. Add Column E & F enter total in column G then add below.		
452990.00	GENERAL MERCHANDISE STORES DEPARTMENT WAREHOUSE CLUBS SUPERSTORES	[REDACTED]	Ø	\$ 150.00	[REDACTED]	[REDACTED]
		CORRECT AMT				
Penalty Info: 15% Penalty Due Feb 1st plus interest according to Section 40-1-44 of the Code of Alabama 1975. Additional 15% Penalty Due March 2 plus interest according to Section 40-1-44 of the Code of Alabama 1975.						
Issuance Fee:						\$ 12.00
CORRECT Total:						[REDACTED]
**H - Additional Information - Your license may require you to submit a copy of your board certification and/or permit with your payment. Failure to submit a copy of your board certification/permit, pay your license in full, or report your gross receipts as required will result in a delay the release of your license. You may view a certification/permit list at www.revs.com (Taxpayer - Alabama - Taxpayer Forms - Certification). Questions, please call RDS 800-556-7274.						
Section 452990.00 General Merchandise Stores, Department, Warehouse Clubs, Superstores Between \$0.00 to \$9,999,999,999.99 - \$150.00 plus 0.00150000 of every \$1.00 in excess of \$50,000.00						

253

Physical Address:

808 MONTGOMERY HWY
VESTAVIA HILLS, AL 35218-1B10

REQUIRED - Please confirm form of ownership:

- Sole Proprietorship (Owned by Individual)
- General Partnership
- Corporation
- LLC - Single Member
- LLC - Multi Member
- Professional Assoc
- Governmental Agency
- Other _____
- LLP

Make Check Payable to: Tax Trust Account
 Mail To: RDS
 Business License Dept
 PO Box 830900
 Birmingham, AL 35283-0900

If there are any additions, subtractions, or discrepancies regarding the schedules or amounts below, please review the entire license schedule at www.revs.com or call our Business License Department at 800-556-7274 Option 1, then 6 then 1. Online filing is now available. Free - Easy to Use - Step by Step

*Police Jurisdiction Definition: Area outside the incorporated municipality limits as defined by local ordinance. Businesses located in the police jurisdiction are subject to purchase a business license per the municipality's ordinance at one half the normal rates if applicable. Please check this box if you are in the police jurisdiction but not in the incorporated city limit. *

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Section Number	Type of License	Gross Receipts (If Required)	Unit Amount (Applies if fee is based upon a "number" of units)	Flat/Base Fee*	Additional Amount Due Based On Calculation	License Fee Due
Verify all types of business conducted				**See Section H Below for Business License Fee Information** Add Column E & F enter total in column G then add down		
52990.00	GENERAL MERCHANDISE STORES DEPARTMENT, WAREHOUSE CLUBS, SUPERSTORES	[REDACTED]		\$ 150.00	[REDACTED]	[REDACTED]
		INCORRECT Amt originally filed				
Penalty Info: 15% Penalty Due Feb 1st plus interest according to Section 40-1-44 of the Code of Alabama 1975, Additional 15% Penalty Due March 2 plus interest according to Section 40-1-44 of the Code of Alabama 1975.						
Issuance Fee:						\$ 12.00
INCORRECT Total:						[REDACTED]

Additional Information - Your license may require you to submit...

RESOLUTION NUMBER 4548

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR A SITE ANALYSIS OF WALD PARK

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

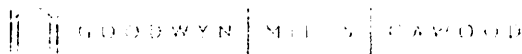
1. The City Manager is hereby authorized to execute and agreement with Goodwyn Mills and Cawood, Inc., for a site analysis of Wald Park; and
2. A copy of said agreement is marked as Exhibit A and is attached and incorporated into this Resolution Number 4548 as though written fully therein; and
3. This Resolution Number 4548 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 10th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



January 14, 2014

Mr. Conrad Garrison, City Planner
 City of Vestavia Hills
 513 Montgomery Hwy.
 Vestavia Hills, AL 35216

RE: Proposal for Planning Services-REVISED
 Wald Park – Vestavia Hills, Alabama

Dear Mr. Garrison,

Goodwyn Mills and Cawood (GMC) appreciates the opportunity to submit a proposal for the planning of Wald Park located on U.S. Highway 31 in Vestavia Hills. We have prepared this proposal for your review and comment, and we look forward to working with you throughout the planning of this project. This proposal will define the professional team we propose for the project, the general scope of the work, and our scope of services along with the compensation structure. Our project team is composed of professionals committed to planning a facility that meets your needs and the goals that will be established for the project. For your review and information, the following design consultants and general contractor are proposed for the project team:

A> PROJECT TEAM:

Planner: *Goodwyn, Mills and Cawood, Inc. (GMC)*

B> PROJECT SCOPE & SCHEDULE:

In accordance with our previous conversations to date, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

PROJECT SCOPE:

The proposed scope of work includes the production of a feasibility plan and financial analysis of the existing Wald Park that considers the allocation of portions of the frontage along U.S. Highway 31 for commercial use and sale to finance, in part, the recommended improvements or acquisition of adjoining properties. Specific objectives to be addressed by the feasibility plan shall be determined with the assistance of the Wald Park Steering Committee.

C> CONSULTANT AND DESIGN SERVICES:

Master Planning: The scope of work will be to develop two (2) illustrative feasibility plan renderings with written assessments, corresponding financial and preliminary construction estimates, and a regulating plan that focuses on the commercial frontage and its relationship to the existing Wald Park. *It is understood that communication during the planning phase will be limited to the Technical Team associated with this project until such time that the plans are ready for public presentation. The Technical Team will include the GMC staff working on this project, the Wald Park Steering Committee, and select members of the city staff that will be involved during the input and discussion processes.* The work will include incorporating technical analyses developed during the planning process, steering committee input, and public comment into the plans that are developed. The feasibility plan will also consider the U.S. Highway 31 Master Plan that was recently accepted by the City and the recommendations contained therein. Lastly, the plans will be presented to the Parks and Recreation Board and the City Council at meetings open to the general public so as to inform the community. The following specific tasks are included:

GOODWYN MILLS AND CAWOOD, INC.

200141 Avenue South, Suite 100

Birmingham, AL 35255

tel 205/924-4622 fax 205/924-4491

SECRET WORK COPY

Proposal- Planning Services-REVISED
 Wald Park – Vestavia Hills, Alabama

January 14, 2014
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- Technical Team Meetings - 3
 - Kick-Off Meeting
 - Initial Plan Presentation Meeting
 - Final Plan Presentation Meeting
- Technical Analysis and Data Gathering
 - Site visits – 3
 - Meetings – 2
- Base Map Generation
- Feasibility Plan Rendering – 2
 - Plan With Garage and Public Works Facility
 - Plan Without Garage and Public Works Facility
- Regulating Plan – 1
- Financial/Preliminary Cost Estimate – 2
- Presentation of Plans - 2
 - Parks and Recreation Board
 - City Council
- Estimated Schedule: 3 months from NTP.

D> DELIVERABLES:

- Feasibility Plan Renderings Mounted on Presentation Board – 2
- Regulating Plan Mounted on Presentation Board – 1
- Financial Budget and Preliminary Construction Estimate – 2
- Written Assessment of Feasibility Plan – 1
- PDF copies of the above deliverables will be provided

E> COMPENSATION:

BASIC & SPECIAL SERVICES FEES:

We propose performing the work illustrated above under the “Scope of Services” sections in accordance with the following schedule. We calculate services in one of three manners:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.
- *Lump Sum (LS)* fees are fixed fees.
- *Hourly (H)* fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee with an anticipated budget as listed (See GMC Hourly Rate Schedule, updated annually in July).
- *Unit Price (EA)* fees for unit based services are invoiced on a per-unit basis.
- *Allowances (Allow)* are occasionally included for anticipated work that is not yet quantifiable.

	FEE CALCULATION	% Fee	Const. Estimate		TYPE
CONSULTANT SERVICES:	Planning			= \$15,250.00	LS

Proposal- Planning Services-REVISED
 Wald Park – Vestavia Hills, Alabama

January 14, 2014
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REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses. *We have included printing, mileage, travel and other incidental reimbursable expenses in our base fee above.*

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- ~~Printing: All printing/ mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes. For budgetary purposes, we recommend an allowance of \$250 be established for project related printing and material expenses.~~
- ~~Travel Expenses: All authorized travel expenses incurred by our employees including lodging and meals directly associated with the project.~~
- ~~Automobile Miles: Mileage incurred by our employees and associated with the project will be invoiced at \$0.456/ mile. For budgetary purposes, we recommend an allowance of \$100 be established for project related mileage expenses.~~
- Renderings and Models: Professional renderings or models requested by the Owner.
- Consultant Expenses: The reimbursable expenses of our Consultants are Owner reimbursable expenses and include travel expenses, printing costs for drawings transmitted to the Engineer, mileage, lodging, out-of-town meals, and similar project related charges.

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined lump sum. Updated annually in July.
- Design Consultants: 1.2 times the invoice amount submitted to the Engineer

HOURLY RATE SCHEDULE:

Principal:	\$230.00/ hour
Senior Architect/ Engineer:	\$180.00/ hour
Architect/ Engineer I/ Interior Design I/ Project Manager I/ Hydrogeologist/ Ecologist:	\$160.00/ hour
Architect/ Engineer II/ Interior Design II/ Project Manager II/ Land Surveyor:	\$140.00/ hour
Architect/ Engineer Intern I/ Geologist/ Biologist:	\$120.00/ hour
Architect/ Engineer Intern II/ Resource Analyst:	\$100.00/ hour
CADD Technical I:	\$95.00/ hour
CADD Technical II/ Draftsman:	\$80.00/ hour
CADD Technical III:	\$70.00/ hour
Construction Administration/ ROW Acquisition	\$115.00/ hour
Administrative:	\$70.00/ hour
Surveying Party Chief	\$80.00/ hour
Two-Man Survey Party	\$105.00/ hour
Three-Man Survey Party	\$140.00/ hour
Four-Man Survey Party	\$150.00/ hour

Proposal- Planning Services-REVISED
Wald Park – Vestavia Hills, Alabama

January 14, 2014
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PAYMENT TERMS:

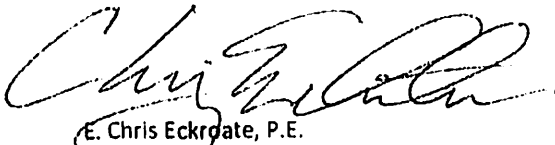
Professional services will be invoiced monthly in accordance with the percentage completion for each component of the provided services. Payment is due 30 days from the invoice date, and is considered past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

LIABILITY INSURANCE:

Goodwyn Mills & Cawood Inc. maintains Workmen's compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate is available upon request.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.



E. Chris Eckroate, P.E.
Director of Civil Engineering
Birmingham Division

Accepted By:
City of Vestavia Hills

Print Name, Title

Date: _____

RESOLUTION NUMBER 4549

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT FOR DESIGN OF A SOUTHERN GATEWAY
AT INTERSTATE 65 AND MONTGOMERY HIGHWAY**

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

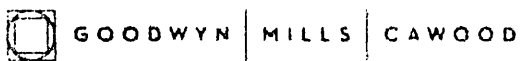
1. The City Manager is hereby authorized to execute and agreement with Goodwyn Mills and Cawood, Inc., for designs for a southern gateway at the intersection of Interstate 65 and Montgomery Highway; and
2. A copy of said agreement is marked as Exhibit A and is attached and incorporated into this Resolution Number 4549 as though written fully therein; and
3. Funding for said project shall be utilized from excess Library Capital Project Funds; and
4. This Resolution Number 4549 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 10th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Vestavia Hills Gateway

October 9, 2013
Honorable Mayor Alberto C. Zaragoza
City of Vestavia Hills, Alabama

RE: Proposal for Design Services on the Vestavia Hills Gateway at US Highway 31 and Interstate-65

We are pleased to further develop the concept for the Vestavia Hills Gateway with the preparation of construction documents to be priced and built for the City.

Project Team

Landscape Architecture: Jane Reed Ross, RLA, ASLA
Jason Crunk, RLA, ASLA
Engineering: Chris Eckroate, PE
Keith Strickland, PE
Survey: Mark Peavey, Director of Surveying
Geotechnical: Kevin Wales, Geotechnical

Scope of Services for Implementation

Provided Services: Site Design
The following elements will be included for consideration:

- o Entrance walls and guard rails
- o Landscape
- o Irrigation
- o Accent Lighting for the temple
- o Stone Paving at islands

Schematic Design: Site assessment and conceptual design - design enhancement of the schematic plan using the concept developed with the City using the topographical survey and input from ALDOT. We will work with Brasfield Gorrie on developing the cost estimates.

Design Development: With comments from the Schematic Design all elements will be further developed and presented for design development with associated costs. Revisions will be made based on comments. Time is estimated for 2 meetings with the City and ALDOT.

Construction Documents: With comments made from the Design Development phase we will prepare plans & specifications required for construction by Brasfield Gorrie. We anticipate one meeting with you for review.

ALC001757.DWG
2013/10/09 10:00:00
GOODWYN, MILLS AND CAWOOD, INC.
2701 1st Avenue South, Suite 100
Birmingham, AL 35233
Tel 205.879.4467 Fax 205.879.4493
GMCNETWORK.COM

**Deliverables are:**

- Hardscape plan
 - Layout plan
 - Grading and Drainage Plan
 - Details and specifications (paving, walls, steps, ramps)
- Landscape Lighting Plan
 - Location of accent lights on temple, sign and landscape
- Landscape Plan
 - Planting plan, details and specifications
 - Performance Irrigation specification

Bidding: Prepare documents for pricing and/or negotiation

Construction Administration: Includes pre-construction meeting, 6 COA meetings (biweekly for 3 months during the time period focused on site design) and punch list. Services include tree tagging at nurseries in Alabama for the best specimens.

ADDITIONAL SERVICES

The following are other services may be provided as additional services, if agreed to in advance by you and GMC.

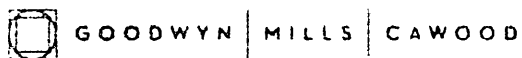
- Construction staking and as built hardscape
- Construction Administration for future phases if not implemented Fall of 2013.
- Fountains and Mechanical
- LEED administration
- Structural Engineer
- Tree Tagging out of State
- Way-finding signage
- Additional meetings beyond the 3 with ALDOT
- Topographical Survey

PROJECT SCHEDULE

Work to be performed in the time schedule set by the Design Team. It is our understanding that the proposed work is to be designed by October and planting of trees to be installed by November 2013. Some of the hardscapes could be implemented at a later date as funding becomes available.

Compensation and Form of Contract**BASIC SERVICES FEE**

Compensation for the landscape design services for the described scope is a lump sum fee of \$51,427.50



<i>PHASE</i>	<i>PERCENTAGE OF FEE</i>	<i>FEE ALLOCATION</i>
Schematic Design	25%	\$12,857
Design Development	25%	\$12,857
Construction Documents	30%	\$15,428
Bidding	5%	\$2,571
Construction Administration	15%	\$7,714
Total Fee		\$51,427

Additional Services- include the following:

Topographical Survey	\$5,900.00 (If needed, ALDOT may have topographical information)
Structural Engineer	\$1,800.00

Work will be invoiced as completed on a monthly basis.

REIMBURSABLE EXPENSES

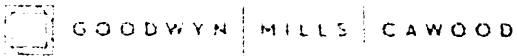
Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- All printing/ mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- All travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Automobile travel associated with the project and incurred by our employees will be invoiced at \$0.456/ mile.
- Photography of existing conditions, and during construction.
- Professional renderings or models requested by the Owner.
- The reimbursable expenses of our Consultants are Owner reimbursable expenses. Consultant reimbursable expenses include, but are not limited to, travel expenses, plot costs for drawings transmitted to the Architect, mileage, lodging, out-of-town meals and similar project related charges.

HOURLY RATE SCHEDULE

Where projects are performed on an hourly rate basis, work performed by GMC employees shall be invoiced in accordance with the hourly rate schedule indicated below. Work performed by Consultants on an hourly rate basis shall be invoiced at the cost to Goodwyn Mills and Cawood, based on the hourly rate schedule of said consulting firm



Senior Engineer	\$160.00/hr
Senior Landscape Architect	\$160.00/hr
Landscape Architect I	\$120.00/hr
CAD Drafting	\$95.00/hr
Construction Administration	\$115.00/hr
Clerical	\$70.00/hr

PAYMENT TERMS

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

FAIR ALLOCATION OF RISK

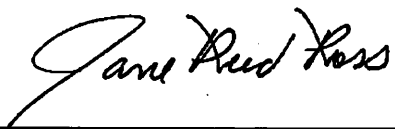
In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by applicable law, *Goodwyn Mills & Cawood Inc.* and its consultants' total liability to the Client for any and all claims, injuries, losses, expenses, damages or claim expenses arising out of this agreement and/or the subsequent AIA Contract shall not exceed *ONE-HUNDRED THOUSAND DOLLARS [\$100,000.00]*.

LIABILITY INSURANCE

Goodwyn Mills & Cawood Inc. maintains Workman's Compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate is available upon request.

Mayor Zaragoza, we are prepared to begin work within your schedule and we are very pleased to be considered for a part of this development. A signed copy will authorize us to start work.

Best regards,



 Jane Reed Ross, RLA, ASLA
 GOODWYN MILLS & CAWOOD INC.

October 9, 2013

 Date

Alberto C. Zaragoza, Jr.

 Mayor CITY OF VESTAVIA HILLS, ALABAMA

 Date

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION