

**Vestavia Hills
City Council Agenda
August 22, 2016
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation –Pastor Andy Farmer, Minister To Students At Vestavia Hills Baptist Church
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
6. Financial Reports – George Sawaya, Asst. Finance Director
7. City Manager’s Report
8. Councilors’ Reports
9. Approval of Minutes –August 8, 2016 (Regular Meeting)

Old Business

10. Resolution Number 4866 – A Resolution Approving And Adopting The General Fund Budget, A Special Revenue Fund Budget, A Capital Projects Fund Budget And A Sidewalk Project Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2016 Until September 30, 2017 (*public hearing*)
11. Ordinance Number 2665 – An Ordinance Amending Ordinance Number 2329 And Section 5-71 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Building Code For The City Of Vestavia Hills, Alabama (*public hearing*)
12. Ordinance Number 2666 – An Ordinance Amending Ordinance Number 2329 And Section 5-81 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Energy Conservation Code For The City Of Vestavia Hills, Alabama (*public hearing*)
13. Ordinance Number 2667 – An Ordinance Amending Ordinance Number 2329 And Section 5-91 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Existing Building Code For The City Of Vestavia Hills, Alabama (*public hearing*)
14. Ordinance Number 2668 - An Ordinance Amending Ordinance Number 2329 And Section 5-101 Of The Vestavia Hills Code Of Ordinances Adopting The 2015

- International Residential Code For The City Of Vestavia Hills, Alabama (*public hearing*)
15. Ordinance Number 2669 – An Ordinance Amending Ordinance Number 2329 And Section 5-111 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Plumbing Code For The City Of Vestavia Hills, Alabama (*public hearing*)
 16. Ordinance Number 2670 – An Ordinance Amending Ordinance Number 2329 And Section 5-121 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Mechanical Code For The City Of Vestavia Hills, Alabama (*public hearing*)
 17. Ordinance Number 2671 – An Ordinance Amending Ordinance Number 2329 And Section 5-131 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Fuel Gas Code For The City Of Vestavia Hills, Alabama (*public hearing*)
 18. Ordinance Number 2672 – An Ordinance Amending Ordinance Number 2329 And Section 5-141 Of The Vestavia Hills Code Of Ordinances Adopting The 2014 National Electrical Code For The City Of Vestavia Hills, Alabama (*public hearing*)
 19. Ordinance Number 2673 – An Ordinance Amending Ordinance Number 2329 And Section 5-151 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Swimming Pool And Spa Code For The City Of Vestavia Hills, Alabama (*public hearing*)

New Business

20. Resolution Number 4868 – A Resolution Approving An Alcohol License For Everyday Food Mart And Cafe LLC D/B/A Everyday Food Mart And Café; Enaam Smadi, Executive (*Public Hearing*)
21. Resolution Number 4869 – A Resolution Approving A 2% COLA For Employees
22. Resolution Number 4870 – A Resolution Approving Financing Terms For City Vehicles Through Branch Banking And Trust Company

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

23. Resolution Number 4871 – A Resolution Approving A Change Order And Overhead Charges From Forestry Environmental For Additional Work At Meadowlawn Park Approving Monies For Meadowlawn Park
24. Ordinance Number 2677 – An Ordinance Repealing Ordinance Numbers 97, 751 And 1425 And Amending Section Numbers 15-2 Through 15-8 Of The Vestavia Hills Code

Of Ordinances To Regulate And Control All Utility Construction, Both Public And Private, Under Existing Asphalt And Concrete Surfaces Within Public Rights-Of-Way Where The City Has Jurisdiction In An Effort To Protect The Integrity, Safety, And Operational Performance Of The Roadways Within The City Of Vestavia Hills

25. Citizens Comments
26. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

AUGUST 8, 2016

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Kevin York, Police Captain
Jimmy Coleman, Compliance Officer
Jim St. John, Fire Chief
Marvin Green, Deputy Fire Chief
Keith Blanton, Building Official
Scott Key, Fire Marshal
Brian Davis, Public Services Director
Lori Beth Kearley, Asst. City Engineer
Melvin Turner, Finance Director
George Sawaya, Asst. City Treasurer

Invocation was given by Jason Burnett, Superintendent, Public Services Department, followed by the Pledge of Allegiance.

CANDIDATES

Ashley Curry introduced himself and announced that he is running for Mayor in the upcoming municipal election.

Kimberly Cook introduced herself and announced that she is running for City Council, Place Number 2 in the upcoming municipal election.

Kim Benos introduced herself and announced that she is running for City Council Place, Number 2 in the upcoming municipal election.

Robert de Buys introduced himself and announced that he is running for City Council, Place Number 3 in the upcoming municipal election.

George Pierce introduced himself and announced that he is running for City Council, Place Number 4 in the upcoming municipal election.

Steve Ammons introduced himself and announced that he is running for City Council, Place Number 3 in the upcoming municipal election.

Butch Zaragoza introduced himself and announced that he is running for Mayor in the upcoming municipal election.

John Henley introduced himself and announced that he is running for City Council, Place Number 1 in the upcoming municipal election.

The Mayor reminded everyone that the Municipal Election is scheduled for August 23, 2016.

ANNOUNCEMENTS, GUEST RECOGNITION, CANDIDATES

- Mr. Pierce welcomed Michael Giardina representing the Vestavia Hills Chamber of Commerce.
- Mr. Pierce reminded everyone of the Chamber's annual Back to School celebration to be held on Friday, August 12, 2016.
- Mr. Ammons introduced Anne Smyth, President of the Vestavia Hills Park and Recreation Department & David Myers, Vice President of the Park and Recreation Board.
- Mr. Henley stated that school starts back next week and traffic will once again be heavy on Thursday. He asked everyone to be aware of the backups and busiest hours and to be patient.

PRESENTATION – JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY

Jim Crego, Jefferson-Blount-St. Clair county Mental Health Authority who thanked the Council for past support and requested the same support in the next fiscal

year. He presented statistical information for the citizens that they serve from Vestavia Hills.

CERTIFICATE OF COMMENDATION – SEBRINA STOUTERMIRE

The Mayor presented a Certificate of Commendation to Mrs. Sebrina Stoutermire. He read the certificate for actions taken when a woman went into cardiac arrest in a church parking lot and she acted quickly to get help and begin emergency treatment which saved the lady's life. He presented the certificate to her and introduced the family members present at the meeting.

Mrs. Stoutermire introduced her family and introduced a program that her family has begun to certify people through Red Cross for CPR at a low cost for everyone. She stated that they wanted to be a part of a solution to allow everyone to be trained.

CITIZEN ADDRESS – JACK NORRIS

Jack Norris, 2700 Pruett Place, spoke of his recent experiences with the Jefferson County Board of Equalization. He explained that the Board's function is to assign a valuation to the properties in the City.

CITY MANAGER'S REPORT

- Mr. Downes stated that the proposed budget for fiscal year 2017 is on for a first read and the City Manager's proposed budget has been presented to the Council for review. He read the budget message which is the introductory message of the budget.
- Mr. Downes stated that Jefferson County contacted him today and indicated a report that there are three areas of Sicard Hollow Road that require significant repairs before the resurfacing can occur. The issue is that it would require a detour during certain times requiring coordination of all jurisdictions and has to be expressed in the bid documents before the bids can be let. The areas are not in Vestavia Hills; they are located in Birmingham (1 area) and Jefferson County (2 areas).
- Mr. Downes explained the receivership that Jefferson County Personnel Board is under and this requires that all of the contracts such as the one above regarding Sicard Hollow require review and approval by the County which takes up to 60 days. He indicated he has requested an expeditious review but the City is not in control.

COUNCILORS' REPORTS

- Mr. Pierce stated that the trade association called Academy of Craft Training is constantly trying to find craftsmen. He indicated they will be training skills to over 92 students with 4 of them coming from Vestavia Hills. These young men will be learning a craft and obtaining school credit.

APPROVAL OF MINUTES

The minutes of July 25, 2016 (Regular Meeting) (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of July 25, 2016 (Regular Meeting) and approve them as presented was by Mr. Henley and second by Mr. Pierce. Roll call vote as follows:

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

OLD BUSINESS

RESOLUTION NUMBER 4860

Resolution Number 4860 – A Resolution To Reduce The Corporate Limits Of The City Of Vestavia Hills, Alabama And The Boundaries Thereof Reestablished (public hearing)

The Mayor explained that this request has been removed from the agenda because all documents have not been received from the petitioners.

RESOLUTION NUMBER 4863

Resolution Number 4863 – A Resolution Authorizing The City Manager To Take All Actions Necessary To Continue The Hollis Crossing Project And A Temporary Multi-Use Parking Lot (public hearing)

MOTION Motion to approve Resolution Number 4863 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this will kickoff an effort to replace parking lost by the expansion of a gymnasium by the school. The parking was utilized by the Board and by the City when parking was needed for the ballparks and is needing to be replaced ASAP. The City has worked with the Board to determine the best path to replace this parking and it was determined that if Hollis Crossing were expanded a bit further, a small parking lot

could be constructed at an area shown in a drawing. He explained that they requested Sain Engineering to give a proposal for the expansion of the roadway and the proposed gravel parking area. The drawings show 19 on-street parking places along with some ADA accessible spaces to allow handicapped parking and accessibility to the ballfields. The excess dirt from the original construction could be used to level the area and also clean up where the excess dirt is presently located. The action tonight is merely an action to give a worse-case scenario to carry the construction to give an access for parking and access to the rear areas of the ballfields. If the funding is approved, the school system could work with its contractor to determine the timing, the design and revision of their contracts to allow this scope of work. The City's involvement is funding for the purpose of supporting the schools and allowing access to the City's ballfields from the back.

Mr. Pierce stated that there's no doubt that additional parking is needed, especially with the elimination of the upper lot. He asked if the plan is a "Cadillac plan" with asphalt and curbing and wondered if a gravel roadway could be constructed instead.

Mr. Downes explained that if something was done without curb and gutter and an inlet, the costs might be mitigated but might bring more problems.

Mr. Brady stated that the parking lot would be gravel but the roadway would be asphalt because of the draining infrastructure that needed to be installed. Therefore, the roadway design needed to be curbed and guttered to accommodate the traffic and larger truck delivery around the back of the school.

Discussion ensued about using swales and other measures. Mr. Brady stated that that would deteriorate rather rapidly. This allows Sain to do the engineering and it could be analyzed.

Mr. Pierce stated that the school hasn't decided what to do with the property. Is it better to have an asphalt roadway now not knowing the plans for the school?

Mr. Downes stated that the only difference is letting the school contractors do this work through a change order. He stated that that would require a plan from the School Board.

Discussion ensued relative to the number of parking spaces needed by the Park Board.

Anne Smyth, Park Board President, stated that the Park Board is in unanimous support of any and all parking that could be provided and is looking forward to this and working with the Board of Education.

David Myers, Vice-President Park and Recreation Board, explained the proximity of the proposed parking lot and what an asset it'll be for the patrons of the ballfields and will allow parking for the spring. If these are not replaced, parking will have to be moved to other areas decreasing safety. Also, the water issues currently experienced

might be partially alleviated by the construction of this roadway and draining infrastructure.

Discussion ensued as to ADA parking, assessing to maximize the number of spaces to see if additional spaces can be found, if the Board of Education is in agreement with this plan, etc.

The Mayor opened the floor for a public hearing.

Peggy Gargus, 3931 South River Circle, stated that she just learned of this request this morning and had questions. She asked if this would be a public road for use by the general public. Will the temporary parking lot be made permanent? Also, the timing of the project could disrupt the school traffic.

Mr. Downes explained that the roadway would be built as such because of the needed infrastructure for drainage and truck delivery. The use of the roadway could be regulated by the school and the City. The permanency of the parking lot would be the call of the Board.

The Mayor stated that the parking is needed because the teacher parking has been eliminated and they have no place to park. He believes that the school is needing this parking as fast, if not faster, than the City needs for the ballfields.

Mr. Brady explained that he is not aware of any flooding issues below this location, but there should be no preconceived notions of flooding added by this infrastructure.

Missy Turner, 3295 Greendale Road, asked the difference between the Cahaba Heights Roadway Project and Hollis Crossing.

Ms. Leavings explained it's one in the same because it was later named as Hollis Crossing.

Ms. Turner asked why this temporary gravel parking lot would help the Park and Recreation in the future if the School Board decides to move it later. If it's that important, maybe the City should make accommodations for more permanent ballfield parking.

Mr. Downes stated that they have reacted to the fact that a gym has been built where the parking for both entities existed and will continue to work with the Board as they continue to plan for the property.

Mr. Boone explained the state law with reference to a Board of Education which is not a City agency. All building contracts that a Board of Education is engaged with is administered by the Alabama Building Commission and has to be approved by them. All

records of the Board of Education are public and open to public inspection with a few exceptions concerning confidentiality.

Lane Brown, 3145 Dolly Ridge Drive, stated that this divides the property that the Board purchased, which is concerning. She asked if the property will serve as an access road to the parking lot and the delivery and why was this not a part of the original scope of the Board of Education. If the City is funding this project, the City have the final say so on the construction.

The Mayor stated that this project was three initial phases which eventually would allow connection to Oakview and has been on the drawing board for a period of time. This 2nd phase would work well with the Board and also allow the City some parking for the ballfields while the Board contemplates what to do with the property. This is also an ideal time to coordinate with the Board's contractor.

Mr. Henley also pointed out that the Board didn't own the land when the original plans were formulated.

Mr. Downes stated that the City doesn't want to be in the position of telling the school when and how to do its construction while the contractor is working for the Board and having to adhere to the Board's and the school's schedule.

The Mayor explained that they are trying to get everything done faster and more economically.

Mr. Downes explained that economies of scale are better because the contractor is already mobilized on the site.

Robert de Buys, 3467 Moss Brook Lane, stated that the engineering doesn't have to be bid because it doesn't require Council action tonight. This is an open check for that amount; therefore, this Resolution shouldn't be approved.

Jenny Lysinger, 3767 Poe Drive, asked if there is a possibility for Sain to replace the half of the playground that has been condemned.

Mr. Downes stated that anything is a possibility but that's a Board of Education request, not the City since the Board owns that property.

Mr. Henley stated that the car pool route will be changed and will go into that area.

Mr. Ammons suggested that she take this up with the Park and Recreation Board to determine if a playground could be a joint project to get something bigger and better.

There being no one else to speak to the issue, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mr. Pierce – yes
Mr. Ammons – yes
Mayor Zaragoza – yes

Mr. Henley – yes
Mr. Sharp – yes
Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4864

Resolution Number 4864 – A Resolution Appointing Election Officers For The Municipal Election To Be Held In The City Of Vestavia Hills, Alabama On August 23, 2016

MOTION Motion to approve Resolution Number 4864 was by Mr. Ammons and second was by Mr. Pierce.

The Mayor explained that this Resolution approves workers for the polls for the August elections.

The Mayor called for the question:

Mr. Pierce – yes
Mr. Ammons – yes
Mayor Zaragoza – yes

Mr. Henley – yes
Mr. Sharp – yes
Motion carried.

RESOLUTION NUMBER 4865

Resolution Number 4865 – A Resolution Approving The Final 10% Of The 2015-2016 Fiscal Year Budget For The City Of Vestavia Hills

MOTION Motion to approve Resolution Number 4865 was by Mr. Ammons and second was by Mr. Sharp.

Mr. Downes stated that this is approving the final 10% of the current year's budget. The first 90% was approved last September pursuant to state law.

The Mayor called for the question.

Mr. Pierce – yes
Mr. Ammons – yes
Mayor Zaragoza – yes

Mr. Henley – yes
Mr. Sharp – yes
Motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting on August 22, 2016 at 5 PM.

- Resolution Number 4866 – A Resolution Approving And Adopting The General Fund Budget, A Special Revenue Fund Budget, A Capital Projects Fund Budget And A Sidewalk Project Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2016 Until September 30, 2017
- Ordinance Number 2665 – An Ordinance Amending Ordinance Number 2329 And Section 5-71 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Building Code For The City Of Vestavia Hills, Alabama
- Ordinance Number 2666 – An Ordinance Amending Ordinance Number 2329 And Section 5-81 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Energy Conservation Code For The City Of Vestavia Hills, Alabama
- Ordinance Number 2667 – An Ordinance Amending Ordinance Number 2329 And Section 5-91 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Existing Building Code For The City Of Vestavia Hills, Alabama
- Ordinance Number 2668 - An Ordinance Amending Ordinance Number 2329 And Section 5-101 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Residential Code For The City Of Vestavia Hills, Alabama
- Ordinance Number 2669 – An Ordinance Amending Ordinance Number 2329 And Section 5-111 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Plumbing Code For The City Of Vestavia Hills, Alabama
- Ordinance Number 2670 – An Ordinance Amending Ordinance Number 2329 And Section 5-121 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Mechanical Code For The City Of Vestavia Hills, Alabama
- Ordinance Number 2671 – An Ordinance Amending Ordinance Number 2329 And Section 5-131 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Fuel Gas Code For The City Of Vestavia Hills, Alabama
- Ordinance Number 2672 – An Ordinance Amending Ordinance Number 2329 And Section 5-141 Of The Vestavia Hills Code Of Ordinances Adopting The 2014 National Electrical Code For The City Of Vestavia Hills, Alabama
- Ordinance Number 2673 – An Ordinance Amending Ordinance Number 2329 And Section 5-151 Of The Vestavia Hills Code Of Ordinances Adopting The 2015 International Swimming Pool And Spa Code For The City Of Vestavia Hills, Alabama

CITIZEN COMMENTS

None.

Mr. Pierce asked the City Manager to emphasize to the Board of Education on the concern of the amount of money and asking them to spend wisely.

At 6:58 PM, Mr. Pierce made a motion to adjourn; seconded by Mr. Ammons. Meeting adjourned at 6:59 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4866

A RESOLUTION APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AND A SIDEWALK PROJECT FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2016 UNTIL SEPTEMBER 30, 2017.

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$37,238,529 including transfers out, to be effective for the period beginning October 1, 2016, through September 30, 2017; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$2,893,517 including transfers from the General Fund, to be effective for the period beginning October 1, 2016, through September 30, 2017; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$1,116,013 to be effective for the period beginning October 1, 2016, through September 30, 2017.

WHEREAS, the City Manager has prepared a “sidewalk projects fund budget” for said period reflecting expenditures in the amount of \$120,000 to be effective for the period beginning October 1, 2016, through September 30, 2017.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its

estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$33,514,676, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2016-2017 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$2,604,165, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2016-2017 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$1,004,412, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2016-2017 upon the terms, conditions and provisions set forth below.

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$108,000, of the “sidewalk project fund budget” for the City of Vestavia Hills for fiscal year 2016-2017 upon the terms, conditions and provisions set forth below.

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$33,514,676, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$37,238,529 multiplied by 90% equals
\$33,513,676; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$2,604,165 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$2,893,517 multiplied by 90% equals
\$2,604,165; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$1,004,412 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$1,116,013 multiplied by 90% equals
\$1,004,412; and

4. The “sidewalk projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$120,000 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$120,000 multiplied by 90% equals
\$108,000; and

5. The City Manager is hereby authorized to expend the sum of \$33,514,676 from the General Fund, \$2,604,165 from the Special Revenue Fund, \$1,004,412 from the Capital Projects Fund, and \$108,000 from the Sidewalk Projects

Fund for municipal expenses for the period beginning October 1, 2016, and ending September 30, 2017.

6. Copies of the budget outlines are attached hereto, marked as Exhibit "A" and incorporated into this Resolution by reference as though set out fully herein.

BE IT FURTHER RESOLVED, in an effort to formalize the City's self-insurance of its general liability risk exposures and the self-insured retention it utilizes, the Mayor and City Council hereby authorize the reallocation of \$250,000 of the General Fund assigned fund balance for potential future claims activity beginning in Fiscal Year 2017.

This Resolution shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

A LIFE ABOVE

ALBERTO C. ZARAGOZA, JR.
Mayor

JEFFREY DOWNES
City Manager

August 3, 2016

City Manager's Budget Message

FY 2017 General and Special Funds Budgets

Dear Mayor Zaragoza and City Councilors:

As your City Manager, I am proud to present to you my proposed Fiscal Year 2017 General and Special Funds Budget for your consideration. Over the last several years, our City has been in an enviable position where we have experienced an average 4% growth in general fund revenues when comparing to the previous year. This steady and consistent growth has been seen once again this year when looking at our estimated \$37,185,611 general fund budget. This budget is \$1,386,727 or 3.9% larger than the general fund budget approved last fiscal year. This growth will allow numerous strategic priorities to be met while also supporting the recurring increases in the costs of general municipal operations. We continue to engage in implementation of our economic development strategies that have assisted in a 9% growth in sales taxes and a 4.5% growth in property taxes for the current fiscal year's actual collections. As the pipeline of City economic development projects gets completed, we can look forward to a bright future as far as revenue metrics. This fact was referenced by third party rating agencies Fitch and Moody's in their recent review of the City's finances.

Comparison of Actual and Budgeted Revenues					
Fiscal Year	Budgeted Revenues	Actual Revenues	Increase from Previous Yr- Budgeted Revenues	\$ Budgeted Increase	Increase From Previous Yr- Actual Revenues
2017	\$ 37,185,611		3.9%	\$ 1,386,727	
2016	\$ 35,798,884		4.0%	\$ 1,361,623	
2015	\$ 34,437,261	\$ 35,259,597	4.2%	\$ 1,391,114	4.2%
2014	\$ 33,046,147	\$ 33,822,919	4.8%	\$ 1,501,207	1.7%
2013	\$ 31,544,940	\$ 33,253,511			

While this information is positive, Vestavia Hills still lags behind most Jefferson County municipalities as far as revenue per capita. This fact reinforces the perspective that our City staff is doing more with less- something that the staff is proud of. However, it also reinforces another fact- our City's ability to react in the timeliest manner to our residents' needs can be a challenge. As such, this budget attempts to make solid incremental funding improvements to services while keeping a priority on economic development so that the future growth of our revenues can keep pace with residents' demands.

Actual General Fund Revenue Per Capita				
Municipality	2015 Actual General Fund Revenue*	Population	General Fund Revenue Per Capita	% Difference From Vestavia Hills
Vestavia Hills	\$ 35,259,597	34,174	\$ 1,031.77	
Homewood	\$ 40,504,448	25,708	\$ 1,575.56	34%
Mt Brook	\$ 35,110,391	20,691	\$ 1,696.89	39%
Birmingham	\$ 397,859,000	212,461	\$ 1,872.62	45%
Hoover	\$ 109,927,118	84,848	\$ 1,295.58	20%
Bessemer	\$ 51,614,611	26,730	\$ 1,930.96	47%
* Source: FY 15 Audited Financial Statement except Bessemer- FY 14 Audit Report				

I am glad that the following priorities can be addressed in the FY 2017 budget:

1. Ensuring that the most valuable resource in the City, its employees, will feel appreciated and motivated to continue the hard work that makes our City "a life above."
 - a. The FY 2017 budget proposal includes a 2% cost of living increase to wages, full funding of longevity pay and merit increases.
 - b. It absorbs the increase in the cost of retirement benefits (Tier 1 Employer Share from 12.23% to 13.19% and Tier 2 Employer Share from 9.93% to 11.13%).
 - c. Employee health care costs will rise 6.5% effective January 2017. As a result, this budget proposes absorbing one-half of these additional expenses. The result is a \$4.50 per pay period increase for single coverage and a \$13.50 per pay period increase for family coverage effective January 1, 2017.

2. Ensuring that public safety remains a priority for our City and our ability to sustain an ISO Class 2 rating and the fact that we are the "safest big city in Alabama."

- a. The FY 2017 budget proposal funds one additional Police officer while fully funding the recent addition of three police officers that were added mid-year as a result of attrition management.
- b. It fully funds the recent addition of three firefighters that were approved mid-year.
- c. It fully funds our vehicle replacement program to ensure that our public safety fleet is in premium condition while providing additional funding for building improvements to our Fire stations.
- d. It funds the creation of a public safety chaplain program that will support internal and external needs associated with public safety.
- e. It funds improved mobile technology for the Police and Fire Departments. (Cradlepoint system)

3. Ensuring that improvement continues to be seen in the quality of our recreational facilities in addition to the recreational maintenance projects supported by previous fiscal year supplemental funding.

- a. The FY 2017 budget proposal funds the engineering and technical study and planning for facility improvements to the Cahaba Heights fields.
- b. It provides additional field maintenance including over seeding, aeration, and top dressing of fields.
- c. It provides an allocation of \$20,000 toward additional dragging and lining of fields on game day.
- d. It provides resources to support upgrades to administrative and financial systems associated with sports entities through the Parks and Recreation Board.

4. Ensuring the continuation of sidewalk construction and road infrastructure projects.

- a. The FY 2017 budget proposal includes an appropriation of \$120,000 toward additional sidewalk construction.
- b. Funds from the FY 2016 and FY 2017 budgets will be utilized for residential road paving.


5. Quality of Life initiatives will be funded.

- a. The FY 2017 budget proposal includes conversion of a part-time senior programs coordinator to full-time senior programs coordinator who will assist in a more robust level of services at the New Merkle House.
- b. It includes the purchase of a new senior transportation vehicle for use in driving seniors to vital medical appointments.
- c. It includes median and green space maintenance and refreshing to ensure a continued positive aesthetic in our City maintained common areas.
- d. It includes funding for Library maintenance issues and support for expansion of the Makerspace.

These recurring, new, and enhanced programs and services have been placed in our funding plan through a careful consideration of priorities and needs as represented in presentations by City departmental leadership, the thoughts and strategic plans of the Mayor and City Council, as well as the expressed wishes of other stakeholders who have presented various needs for the City's resources. While the City would like to satisfy everyone's needs, this budget is crafted with careful consideration of a limited set of resources. At the end of Fiscal Year 2015, our audited financial statements reflected solid fund balance reserves in all of our major operating funds. This spending plan does not propose any use of the general fund reserves, and proposes use of only a small amount of capital reserves so as to meet several high priority items associated with our City fleet, technology and recreational needs. As such, we will continue our sound foundation of underpinning our budgets with reserves that protect against economic downturns.

Historic Fund Balance Reserve Levels			
Major Operating Funds			
Fiscal Year	General Fund Balance	Capital Fund Balance	
2015	\$ 13,017,649	\$ 7,200,396	
2014	\$ 12,402,609	\$ 26,028,810	
2013	\$ 12,618,768	\$ 11,888,157	
2012	\$ 12,081,329	\$ 7,783,475	
2011	\$ 10,055,549	\$ 5,263,729	
2010	\$ 9,230,495	\$ 8,307,363	
Source: Audited Financial Statements			
Note: FY 2014 - City Hall Construction began			

In conclusion, I and our staff stand ready, willing, and able to respond to any questions, concerns, or interests associated with this proposed budget.

Sincerely

 Jeffrey Downes
 City Manager

VESTAVIA HILLS
BUDGET SUMMARY BY FUND

FY2017

FUNDS	GENERAL FUND	4¢ GASOLINE	5¢ GASOLINE	7¢ GASOLINE	E-911	COURT	LIBRARY STATE AID	LIBRARY DONATIONS	TAG ADMIN	CAPITAL	SIDEWALK	Grand Total
CITY REVENUE	21,714,120											23,273,343
COUNTY REVENUE	15,002,746											15,627,746
STATE REVENUE	131,895	199,000	95,000	300,000			21,020			290,650		1,037,565
PARKS & RECREATION	336,850											336,850
Total Revenue	37,185,611	199,000	95,000	927,000	782,250	516,000	21,020	95,000	113,973	340,650	0	40,275,504
NON DEPARTMENTAL *	3,240,955											3,240,955
CITY COUNCIL	81,425											81,425
MAYOR & ADMINISTRATION	1,150,213								113,973			1,264,186
CITY CLERK	374,601									6,454		381,055
MUNICIPAL COMPLEX	339,965									44,330		339,965
INFORMATION SERVICES	458,609									18,359		502,939
INSPECTION	509,323											527,682
COURT & CORRECTIONS	0					463,713						463,713
DISPATCH/E911	0				773,371	93,203						773,371
POLICE	8,191,505									298,525		8,583,233
FIRE	9,673,880									522,989		10,196,869
ENGINEERING	0											0
PUBLIC SERVICES	6,108,091	199,000	95,000	927,000						150,023	120,000	7,599,114
CITY GARAGE	294,837											294,837
PUBLIC LIBRARY	1,964,382						21,020	207,237		22,415		2,215,054
PARKS & RECREATION	0											0
Total Expenses	32,387,786	199,000	95,000	927,000	773,371	556,916	21,020	207,237	113,973	1,063,095	120,000	36,464,398
Excess (Deficiency) of Revenues Over (under) Expenditures	4,797,825	0	0	0	8,879	(40,916)	0	(112,237)	0	(722,445)	(120,000)	3,811,106
TRANSFERS OUT	(765,404)									(52,918)		(818,322)
TRANSFERS IN	52,918									738,276		818,322
DEBT SERVICE TRANSFER OUT **	(4,015,339)											(4,015,339)
OTHER FUND TRANSFER OUT	(70,000)											(70,000)
Total Other Financing Sources (Uses)	(4,797,825)	0	0	0	0	27,128	0	0	0	685,358	0	(4,085,339)
Net Change in Fund Balance	0	0	0	0	8,879	(13,788)	0	(112,237)	0	(37,087)	(120,000)	(274,233)

ORDINANCE NUMBER 2665

AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-71 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2015 INTERNATIONAL BUILDING CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-71 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-71. International Building Code adopted.

- (a) A certain document, a copy of which is on file in the Office of the Department of Building Safety of the City being marked and designated as the *International Building Code*, 2015 edition, including appendix chapters B E, F, G, H, I, J and K, as published by the International Code Council, be and is hereby adopted as the *Building Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing the conditions essential to provide that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said *Building Code* on file in the Office of the Department of Building Safety, are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection (b)
- (b) The following sections are added or hereby revised in their entirety to read as follows:

101.1. Title. These regulations shall be known as the *Building Code of the City of Vestavia Hills, Alabama*, hereinafter referred to as "this code."

101.4.4 Property Maintenance. This section shall be deleted in its entirety.

101.4.8 Electrical. The current published edition provisions of the *National Electrical Code* shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment appliances, fixtures, fittings and appurtenances thereto.

105.2 Work Exempt From Permit. Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

6. Sidewalks not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of any accessible route
7. Painting
8. Temporary motion picture, television and theater stage sets and scenery
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems
11. Swings and other playground equipment accessory to detached one- and two-family dwellings
13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. An electronic set of documents shall also be submitted on a CD saved as a PDF file. The construction documents shall be prepared by a registered design professional present to section 107.1.1 where required by the City of Vestavia Hills. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

107.1.1 All Building Plans Shall Be Prepared by a Design Professional. The design professional shall be an architect or engineer legally registered under the laws of the State of Alabama regulating the practice of architecture or engineering and shall affix his/her official seal to said drawings. Engineered plans shall be submitted for electrical, mechanical and plumbing work including specifications and accompanying data. All group occupancies excluding R-3 (single family homes) shall be designed by an architect.

109.2 Fee Schedule. See ARTICLE III. FEES.

109.6 Fee Refunds. See ARTICLE III. FEES.

1013.1.1 Exit Signs. Exit signs shall not be located more than 4 feet above the exit door.

TABLE 1020.1
CORRIDOR FIRE RESISTANCE RATING

REQUIRED FIRE-RESISTANCE RATING (hours)			
OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	WITHOUT SPRINKLER SYSTEM	WITH SPRINKLER SYSTEM^{c,d}
H-1, H-2, H-3	All	Not Permitted	1
H-4, H-5	Greater than 30	Not Permitted	1
A, B, E, F, M, S, U	Greater than 30	1	0 ^d
R	Greater than 10	Not Permitted	0.5
I-2 ^a , I-4	All	Not Permitted	0
I-1, I-3	All	Not Permitted	1 ^b

^aFor requirements for occupancies in Group I-2, See Sections 407.2 and 407.3.

^bFor a reduction in the fire-resistance rating for occupancies in Group I-3, See Section 408.8.

^cBuildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 where allowed.

^d Group A, B & E occupants in a building exceeding 3000 square feet gross area and/or buildings of any occupancy group occupied by two or more tenants where the Common path of egress travel is through corridors, lobbies, shafts or open vertical exit enclosures shall be protected with walls in accordance with Section 711 (smoke partitions)

1210.2.2.1 Surrounding Material. Tile or sealed masonry shall be required in Group A, E, M, and B occupancies. Approved alternate material may be used in business occupancies less than 1500 square feet in area.

1612.3 Establishment of Flood Hazard Areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and support data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for City of Vestavia Hills, Alabama," dated September 3, 2010 or current effective date, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard Map and Supporting Data as amended or revised are hereby adopted by reference and declared to be a part of this section."

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2665 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2665 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ___ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2666

AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-81 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2015 INTERNATIONAL ENERGY CONSERVATION CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-81 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-81. – International Energy Conservation Code adopted.

- (1) A certain document, a copy of which is on file in the Office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Energy Conservation Code*, 2015 edition, as published by the International Code Council, be and is hereby adopted as the *Energy Conservation Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said *Energy Conservation Code* on file in the Department of Building Safety, are hereby referred to, adopted, and made a part hereof, as if fully set out in this section with the additions, insertions, deletions and changes, if any, prescribed in Section 2.
- (2) The following sections are added or hereby revised in their entirety to read as follows:

101.1 Title. This code shall be known as the *International Energy Conservation Code of the City of Vestavia Hills*, and shall be cited as such. It is referred to herein as “this code.”

101.1.1 The Alabama Energy and Residential Codes Board. The State of Alabama Energy and Residential Codes Board (AERC) current adoption and amendments shall be enforced.

C107.1 Fee Schedule. See ARTICLE III. FEES.

R107.1 Fee Schedule. See ARTICLE III. FEES.

C107.3 Violation Penalties. See ARTICLE I ADMINISTRATION.

R107.3 Violation Penalties. See ARTICLE I ADMINISTRATION.

C108 Stop Work Orders. See ARTICLE I ADMINISTRATION.

R108 Stop Work Orders. See ARTICLE I ADMINISTRATION.”

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2666 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2666 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ___ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2667

AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-91 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2015 INTERNATIONAL EXISTING BUILDING CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-91 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-91. – International Existing Building Code adopted.

- (a) A certain document, a copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills being marked and designated as the *International Existing Building Code*, 2015 edition, including Appendix Chapters A, B, C, and Resource A as published by the International Code Council, be and is hereby adopted as the *Existing Building Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said *Existing Building Code* on file in the Office of the City of Vestavia Hills are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).
- (b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *Existing Building Code of the City of Vestavia Hills*, hereinafter referred to as “this code.”

108.2.1 Fee Schedule. See ARTICLE III. FEES.

113.4 Violation Penalties. See ARTICLE I ADMINISTRATION.

114.3 Stop Work Orders. See ARTICLE I ADMINISTRATION.

1302.8 General. A building or part of any building shall not be moved through or across any sidewalk, street, alley or highway within the corporate limits without first obtaining a permit from the Department of Building Safety.

1302.8.1 Written Application. Any person desiring to move a building shall first file with the Building Official a written application setting forth the following information:

1. Type and kind of building to be moved
2. The original cost of such building
3. The extreme dimensions of the length, height and width of the building
4. Its present location and proposed new location by lot, block, subdivision and street numbers
5. The approximate time such building will be upon the streets, and contemplated route that will be taken from present to new location

1302.8.2 Permit Refusal. If in the opinion of the Building Official, Engineering Department, or Police Department the moving of any building will cause serious injury to persons or property or serious damage to the streets or other public improvements, or the building has deteriorated more than 50 percent of its current value by fire or other element, or the moving of the building will violate any of the requirements of this Code or of the zoning regulations, the permit shall not be issued and the building shall not be moved over the streets. Any building being moved for which a permit was granted, shall not be allowed to remain in or on the streets for more than 48 hours and shall not block any street, road or thoroughfare.

1302.8.3 Bond Required. The Building Official, as a condition precedent to the issuance of such permit, shall require a bond to be executed by the person desiring such removal permit with corporate surety to his satisfaction. Such bond shall be made payable to the City of Vestavia Hills for the amount of Ten Thousand Dollars (\$10,000.00). It shall indemnify the City against any damage caused by the moving of such building to streets, curbs, sidewalks, shade trees, highways and any other property which may be affected by the moving of a building. Such surety bond shall also be conditioned upon and liable for strict compliance with the terms of said permit, as to route to be taken and limit of time in which to effect such removal and to repair or compensate for the repair and to pay said applicable governing body as liquidated damages an amount not exceeding \$50.00 to be prescribed by the Building Official for each and every day of delay in completing such removal or in repairing any damages to property or public improvement or in clearing all public streets, alleys or highways of all debris occasioned thereby. The contractor shall provide Certificate of Liability Insurance in the amount of a \$1 million (\$1,000,000.00).

1302.8.4 Notice of Permit. Upon the issuance of said moving permit, the Building Official shall cause notice to be given to the Engineering Department, Chief of Fire and Chief of Police. The Engineering Department and Police Department shall set forth in all notices the route that will be taken, time started, and approximate time completion.

1302.8.5 Public Safety Requirements. Every building which occupies any portion of public property after sundown shall have sufficient lights continuously burning between sunset and sunrise for the protection of the public.

There shall be a minimum of five red lights placed on each street side of the building. Such red lights shall be attached to the building in such a fashion as to indicate extreme width, height, and size.

In addition to the red lights on the building, flares shall be placed at regular intervals for a distance of 200 ft (61 m) up to the street on each side of the building.

When more than 50 percent of the street, measured between curbs, is occupied at night by the building, or when, in the opinion of the Building Official, flagmen are necessary to divert or caution traffic, the owner or person moving such building shall employ at his expense, two flagmen, one at each street intersection beyond the building. Such flagmen shall in accordance with City Ordinance remain at these intersections diverting or cautioning traffic from sunset to sunrise. Red lights shall be employed in flagging traffic at night.

1302.8.6 Improvements by Owner. The owner of any house, building, or structure proposed to be moved shall make all necessary improvements required in order for said house, building or structure to comply with the requirements of this Code within 90 days from the date of the issuance of the moving permit. Extensions of such time as deemed reasonable may be granted by the Building Official upon a showing of delay caused by matters beyond the control of the owner or house mover. The application for the moving permit, accompanied by complete plans and specifications showing the changes or conditions of said house, building, or structure as the same is proposed to be when moving, and all contemplated improvements, signed by the owner or the owner's agent.

1401.2 Applicability. Structures existing prior to July 16, 1952 in which there is work involving additions, alterations or changes of occupancy shall be made to conform to the requirements of this chapter or the provisions of Chapters 5 through 13. The provisions of Sections 1401.2.1 through 1401.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, I-2, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H or I-1, I-3 or I-4.”

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2667 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2667 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ___ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2668

AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-101 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2015 INTERNATIONAL RESIDENTIAL CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-101 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-101. – International Residential Code adopted.

- (a) A certain document, a copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Residential Code*, 2015 edition, including appendix chapters A, B, C, D, E, F G, H, J, K, M, N, O and P as published by the International Code Council, be and is hereby adopted as the *Residential Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three (3) stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said residential code on file in the Office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).
- (b) The following sections are added or hereby revised in their entirety to read as follows:

R101.1 Title. These provisions shall be known as the *Residential Code for One- and Two-Family Dwellings of the City of Vestavia Hills*, and shall be cited as such and will be referred to herein as "this code."

R105.2 Work Exempt From Permit. Exemption from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

- 5. Sidewalks
- 6. Painting, papering, flooring, and carpeting
- 7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep

8. Swings and other playground equipment

R106.1.5 Construction Plans.

An electronic set of construction documents shall be submitted for review on a CD saved as a PDF file along with one set of paper construction documents.

R108.2.1 Fee Schedule. See ARTICLE III. FEES.

R113.5 Violation Penalties. See ARTICLE I ADMINISTRATION.

R114.3 Stop Work Orders. See ARTICLE I ADMINISTRATION.

R203 Sleeping Room. Rooms that have a closet shall be classified as a sleeping room and shall meet all emergency egress safety requirements out of that room. The building official or his/her designee may grant exceptions if a room, by its design, cannot function as a sleeping room. Sewing rooms, dens, studios, lofts, game rooms, and any other conditioned room along an exterior wall which is 70 square feet or greater in size will be considered to be sleeping rooms unless the room is specifically exempted. If a home office, library or similar room is proposed, it may be exempted from being considered a sleeping room if there is no closet and at least one of the following is present: a) permanently built-in bookcases, desks and other features that encumber the room in such a way that it cannot be used as a sleeping room; b) a minimum 4 foot opening, without doors, into another room; or c) a half wall (4 foot maximum height) between the room and another room.

Table R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic effects	Special wind region	Wind-borne debris zone		Weathering	Frost line depth	Termite					
5	115	No	No	No	B	Moderate	12 in.	Very Heavy	21°F	No	9/3/2010	96	62°F

R302.6.1 Alternate provisions. As an alternate to R302.6, the structure shall be protected by an approved NFPA 13d fire sprinkler system. Installation of said system shall be approved by the Fire Marshal. Sprinkler heads shall be installed in the following locations:

1. Two sprinkler heads in attached garages and basements in each automobile parking space
2. One sprinkler head over each water heater and furnace area if located in basement or garage
3. Two sprinkler heads in the kitchen
4. One sprinkler head in laundry rooms

5. Unsprinklered areas of the basement must be separated from the garage with 1/2" gypsum wallboard applied to the garage side and with opening protection as required by Section R302.5.1

R309.5 Fire Sprinklers. This section shall be deleted in its entirety.

R312.2.3 Window opening control devices limitations. Window opening control devices shall not be used in a bedroom on new construction of residential homes, 2nd story additions and bedroom additions to existing homes.

R313.2 One-and Two-Family Dwellings Automatic Fire Systems. This section shall be deleted in its entirety.

R314.3 Smoke Alarms. Smoke alarms shall be installed in the following locations:

1. In each sleeping room
2. Outside each separate sleeping area, in the immediate vicinity of the bedrooms
3. On each additional story of the dwelling including stairway access attics
4. In each garage and subdivided basement area

When more than one smoke alarm is required to be installed within an individual dwelling unit, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual dwelling.

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for all buildings to include extensive renovations and the addition of stories to an existing structure. Existing footings for additional stories shall comply with section R403.1.1.1. In addition to the provisions of this chapter, the design and construction of foundations in areas prone to flooding as established by Table R301.2 (1) shall meet the provisions of Section R322. Wood foundations shall be designed and installed in accordance with AWC & PWF.

Exception: The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have no more than two floors and a roof
2. When interior basement and foundation walls are constructed at intervals not exceeding 50 feet (15 240mm)

Wood foundations in Seismic Design Category D^o, D¹, or D², shall be designed in accordance with accepted engineering practice.

R401.4.3 Foundation. Footings and foundations for new constructions and

additions installed on a lot or parcel that has an average grade slope exceeding 1/3 shall be designed by a State of Alabama licensed engineer. A geotechnical engineer shall be required to evaluate the site and inspect the footings and foundations.

R403.1.1 Minimum Size Required on All Footings. The minimum size for concrete footings and reinforcement shall be:

Exterior Walls: 10" thick by 24" width with 2 #4 rods continuous
Interior Piers: 12" thick by 24" square width with 4 #4 rods
Interior Grade Beams: 8" thick by 18" width with 2 #4 rods continuous

N1101.1.1 The Alabama Energy and Residential Codes Board. The State of Alabama Energy and Residential Codes Board's (AERC) current adoption and amendments to Chapter 11 shall be enforced.

P2603.6.1 Sewer Depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 6 inches (152 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 6 inches (152 mm) below grade.

P2801.9 Water Heaters Installed in Attics. Attics containing a water heater shall be provided with an opening and unobstructed passageway large enough to allow removal of the water heater. The passageway shall not be less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length when measured along the centerline of the passageway from the opening to the water heater. The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space at least 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm) where such dimensions are large enough to allow removal of the water heater. An automatic shutoff valve and water sensor shall be installed to protect rooms below.

P3002.1.1 Pipe installed under slabs. Drain and waste pipe installed in the ground and under slabs shall be Polyvinyl chloride (PVC) plastic pipe schedule 40 or better.

P3103.1 Roof Extension. All open vent pipes which extend through a roof shall be terminated at least 6 inches (152 mm) above the roof or 3 inches (76 mm) above the anticipated snow accumulation, except that where a roof is to be used for any purpose other than weather protection, the vent extension shall be run at least 7 feet (2134 mm) above the roof.

P3114.2 Installation of Air Admittance Valves. The air admittance valves shall be approved by the Building Official before installation. The valves shall not be used in new construction or additions where a vent thru the roof is available. If the

valve is approved, it shall be installed in accordance with the requirements of this section and the manufacturer's installation instructions. Air admittance valves shall be installed after the DWV testing required by Section P2503.5.1 or P2503.5.2 has been performed.”

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2668 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016,
2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2668 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ___ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2669

AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-111 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2015 INTERNATIONAL PLUMBING CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-111 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-111. – International Plumbing Code adopted.

- (a) A certain document, one (1) copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Plumbing Code*, 2015 edition, including Appendix Chapters B, C, D, and E as published by the International Code Council, be and is hereby adopted as the *Plumbing Code of the City of Vestavia Hills*, in the State of Alabama, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).
- (b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *International Plumbing Code of the City of Vestavia Hills* hereinafter referred to as “this code.”

106.6.2 Fee Schedule. See ARTICLE III. FEES.

106.6.3 Fee Refund. See ARTICLE III. FEES

108.4 Violation Penalties. See ARTICLE I ADMINISTRATION.

108.5 Stop Work Orders. See ARTICLE I ADMINISTRATION.

305.4.1 Sewer Depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 6 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 6 inches below grade.

702.2.1 Pipe installed in the ground and under slabs. Cellular Core PVC pipe shall not be installed as drain and waste pipe in the ground or under slabs. PVC pipe shall be schedule 40 or better.

903.1 Roof Extension. All open vent pipes that extend through a roof shall be terminated at least 6 inches above the roof, except where a roof is to be used for any purpose other than weather protection. Then the vent extensions shall be run at least 7 feet (2134mm) above the roof.

918.2 Installation of Air Admittance Valves. The air admittance valves shall be approved by the Building Official before installation. The valves shall not be used in new construction or additions where a vent through the roof is available. If the valve is approved, it shall be installed in accordance with the requirements of this section and the manufacturer's installation instructions. Air admittance valves shall be installed after the DWV testing required by Section 312.2 or 312.3 has been performed.”

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2669 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2669 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ___ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2670

AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-121 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2015 INTERNATIONAL MECHANICAL CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-121 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-121. – International Mechanical Code adopted.

(a) A certain document, one (1) copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Mechanical Code*, 2015 edition, as published by the International Code Council, be and is hereby adopted as the *Mechanical Code of the City of Vestavia Hills*, in the State of Alabama regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code on file in the office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).

(b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *Mechanical Code of the City of Vestavia Hills*, hereinafter referred to as “this code.”

106.5.2 Fee Schedule. See ARTICLE III. FEES.

106.5.3 Fee Refund. See ARTICLE III. FEES

108.4 Violation Penalties. See ARTICLE I ADMINISTRATION.

108.5 Stop Work Orders. See ARTICLE I ADMINISTRATION.”

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2670 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2670 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ___ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2671

AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-131 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2015 INTERNATIONAL FUEL GAS CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-131 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-131. – International Fuel Gas Code adopted.

(a) A certain document, one (1) copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Fuel Gas Code*, 2015 edition, including Appendix Chapters A, B, and C (see International Fuel Gas Code Section 101.3, 2015 edition), as published by the International Code Council, be and is hereby adopted as the *Fuel Gas Code of the City of Vestavia Hills*, in the State of Alabama for regulating and governing fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).

(b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *Fuel Gas Code of the City of Vestavia Hills*, hereinafter referred to as “this code.”

106.6.2 Fee Schedule. See ARTICLE III. FEES.

106.6.3 Fee Refund. See ARTICLE III. FEES.

108.4 Violation Penalties. See ARTICLE I ADMINISTRATION.

108.5 Stop Work Orders. See ARTICLE I ADMINISTRATION. “

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2671 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2671 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ___day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2672**AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-141 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2014 NATIONAL ELECTRICAL CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-141 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-141. – National Electrical Code adopted.

A certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Vestavia Hills, the Vestavia Hills Library and the Vestavia Hills Building Inspections Department, being marked and designated as the 2014 National Electrical Code be and is hereby adopted as the Electrical Code of the City of Vestavia Hills in the State of Alabama regulating and governing the design, construction, quality of materials, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems as provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Electrical Code on file in the above-mentioned locations in the City of Vestavia Hills are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed below.

(1) Exceptions to Permit Requirements.

No permit shall be required for the following installations or repairs:

- (a) Minor repairs
- (b) The installation of wiring, devices or equipment for telephone, telegraph, district messenger or telautograph systems, or any signaling systems (other than commercial radio systems) operating at fifty (50) volts or less when installed by a public utility subject to regulations as such by the Alabama Public Service Commission
- (c) For the installation, maintenance or repair of electrical service of a public utility corporation regulated by the Alabama Public Service Commission

(2) Unsafe Electrical Installations--Generally.

All electrical installations, regardless of type, which are unsafe or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety by reason of inadequate maintenance, dilapidation,

obsolescence or abandonment are, severally in contemplation of this section, Unsafe Electrical Installations. All such unsafe electrical installations are hereby declared illegal and shall be abated by repair or removal. Where, in the opinion of the Building Official, the hazard involved is sufficient to warrant disconnection of electricity, he shall then disconnect or order the utility company to disconnect immediately.

(3) Existing Installations.

The Department of Building Safety shall inspect or cause to be inspected at regular intervals existing electrical installations in all buildings where a high life hazard exists, such as places of public assembly and education occupancies.

(4) Qualification of Electricians.

Any person who desires to install electrical wiring within the City that is not exempt from a permit shall produce good and sufficient evidence to the Building Official that he/she is competent to do the work. Sufficient evidence shall be the following:

Master electrical license from The State of Alabama

(5) Electrical Permit--Required.

No person or homeowner shall install any wiring, device or equipment for the transmission, distribution or utilization of electrical energy for light, heat, power or radio, or the alteration, repair or addition to any existing wiring, the installation of which is regulated by this article, or shall cause any such work to be done, without first making application to the Department of Building Safety and obtaining a permit. Only competent individuals with sufficient evidence under "Qualification of Electricians" shall be permitted to perform electrical work within the City of Vestavia Hills.

(6) Copper Wiring

Copper wiring shall be used within a structure in the City, including wiring of ranges, washing machines and dryer circuits, with the exception that aluminum conductors may be used from the meter socket to the panel.

334.12.1 Nonmetallic-Sheathed Cable. Nonmetallic-Sheathed Cable shall not be used in wood-framed commercial type buildings with the exception of inside individual apartment units.

410.36 (B) (1) Means of Support. Luminaires shall be supported on all corners of the fixture independent from ceiling grid.

(7) Emergency Backup Power.

- a) *[Required.]* Emergency backup power will be required in all new buildings built under the International Building Code for retirement and assisted living establishments and Institutional Group I-1, I-2, I-3, I-4 [daycare] and all residential R2 that are classified independent senior living; and
- b) *[Capabilities.]* All backup power shall have the capability to handle all emergency life safety equipment listed in the International Building and Fire Codes including, but not limited to:
 - a. Emergency lighting
 - b. Exit lights
 - c. Telephone system
 - d. Fire alarm systems
 - e. Minimum one (1) elevator egress for facilities two (2) stories or more
 - f. Room smoke detectors or corridor smoke detectors
 - g. Means of illuminated egress [corridors and stairs]
 - h. Standby power shall be permanently installed and capable of automatic transfer without loss of services other than transfer time and approved for location
 - i. One (1) heated area in a central area for cold weather emergencies
- c) *[Installation and maintenance.]* All requirements must meet the most recently adopted International Building and Fire Codes for installation and maintenance requirements; and
- d) *[Exception.]* An exception shall be granted to I-4 [daycare] occupancies with written and implemented policies in place for emergency pickup; and
- e) *[Remedial compliance.]* Emergency backup power will be required in all existing retirement and assisted living establishments including institutional group I-1, I-2, I-3, I-4 [daycare] and all residential R2 that are classified independent senior living. The Ordinance creating this section [Ordinance Number 2080] is hereby declared to be remedial with compliance required within three (3) years of the effective date of this section [March 7, 2005].
- f) *[Violation penalties.]* Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Building Official, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- g) *[Abatement of violation.]* In addition to the imposition of the penalties herein described, the Fire Code Official is authorized to institute appropriate action to prevent unlawful

construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.”

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2672 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2672 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ____day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2673

AN ORDINANCE AMENDING ORDINANCE NUMBER 2329 AND SECTION 5-151 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2015 INTERNATIONAL SWIMMING POOL AND SPA CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2329 AND SECTION 5-151 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-151. – International Swimming Pool and Spa Code adopted.

(a) A certain document, a copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Swimming Pool and Spa Code*, 2015 edition, as published by the International Code Council, be and is hereby adopted as the *Swimming Pool and Spa Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Pool and Spa Code on file in the office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).

(b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the City of Vestavia Hills, hereinafter referred to as “this code.”

105.6.2. Fee Schedule. See ARTICLE III. FEES.

105.6.3. Fee Refund. See ARTICLE I ADMINISTRATION.

107.4. Violation Penalties. See ARTICLE I ADMINISTRATION.

107.5. Stop Work Orders. See ARTICLE I ADMINISTRATION.

305.8 Swimming Pool Barriers. The permit holder for the installation of a swimming pool shall be required to comply with all of the Barrier Requirements in section 305.

SEVERABILITY:

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

EFFECTIVE DATE:

This Ordinance Number 2673 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2673 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 22nd day of August, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the ___ day of _____, 2016.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4868

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR EVERYDAY FOOD MART AND CAFE, LLC
D/B/A EVERYDAY FOOD MART AND CAFE;
ENAAM EZALDEEN SMADI, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Everyday Food Mart and Cafe, LLC d/b/a Everyday Food Mart and Cafe, located at 3015 Columbiana Road, Suite A, Vestavia Hills, Alabama, for the sale of 040 - Retail Beer (on- or off-premises) and 060 - Retail Table Wine (on- or off-premises); Enaam Ezaldeen Smadi, executives.

APPROVED and ADOPTED this the 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160809114425746

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: ENM INC 205-862-1417
 What is lessors primary business? **RETAIL**
 Is lessor involved in any way with the alcoholic beverage business? **YES**
 Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **2500** Display Square Footage:
 Building seating capacity: **60** Does Licensed premises include a patio area? **YES**
 License Structure: **ONE STORY** License covers: **OTHER**
 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: 20160809114425746



Initial each

Signature page

ES
ES

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.

E.S

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.

[Signature]

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.

[Signature]

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

[Signature]

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

ES

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.

E.S

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.

E.S

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): Ebraam Smadi

Signature of Applicant: [Signature]

Notary Name (print): Valenciana Johnson

Notary Signature: Valenciana Johnson

Commission expires: 4-22-18

Application Taken: App. Inv. Completed: Forwarded to District Office:
Submitted to Local Government: Received from Local Government:
Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

INTEROFFICE MEMORANDUM

DATE: August 17, 2016

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 040 - Retail Beer (on or off premises) and 060 - Retail Table Wine (on or off premises)

Please find attached information submitted by Enaam Ezaldeen Smadi who request an alcohol license to sell 040 - Retail Beer (on or off premises) and 060 - Retail Table Wine (on or off premises) at the Everyday Food Mart and Cafe, LLC d/b/a Everyday Food Mart and Cafe, 3015 Columbiana Road, Suite A, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 22nd day of August, 2016 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:

<input checked="" type="checkbox"/>	<i>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</i>
<input type="checkbox"/>	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
<input type="checkbox"/>	<i>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</i>

Reviewed: _____



RESOLUTION NUMBER 4869

**AUTHORIZING AND APPROVING AN INCREASE
IN SALARY AND WAGES FOR EMPLOYEES**

**THIS RESOLUTION WAS ADOPTED AND APPROVED BY THE CITY
COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA ON AUGUST 22,
2016.**

WITNESSETH THESE RECITALS

WHEREAS, the City Manager has prepared budgets for the said fiscal year 2016-2017 for a two-percent (2.0%) across-the-board increase of wages and salaries for all employees; and

WHEREAS, the Council, at its regularly scheduled meeting of August 22, 2016, voted to approve a two-percent (2.0%) across-the-board increase in wages and salaries for all employees.

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

1. The City Council hereby approves a two-percent (2.0%) across-the-board increase in wages and salaries for all employees; and
2. Said increase is effective October 1, 2016.

APPROVED and ADOPTED this the 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4870

A RESOLUTION APPROVING FINANCING TERMS FOR CITY VEHICLES THROUGH BRANCH BANKING AND TRUST COMPANY

WHEREAS, The City of Vestavia Hills (“Governmental Entity”) has previously determined to undertake a project for the purchase of various vehicles & equipment (the “Project”) and the Officer of the Governmental Entity responsible for financial affairs of the Governmental Entity (the “Finance Officer”) has now presented a proposal for the financing of such Project.

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

1. The Governmental Entity hereby determines to finance the Project through Branch Banking and Trust Company (“BB&T”), in accordance with the proposal dated August 12, 2016. The amount financed shall not exceed \$730,682.00, the annual interest rate (in the absence of default of change in tax status) shall not exceed interest rate as detailed and the financing term shall not exceed 7 years from closing; and
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Governmental Entity are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as BB&T may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Governmental Entity officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery

constituting conclusive evidence of such officer's final approval of the document's final form.

4. The Governmental Entity shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations under the Financing Documents. The Governmental Entity hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Governmental Entity intends that the adoption of this resolution will be a declaration of the Governmental Entity's official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the BB&T financing described above. The Governmental Entity intends that funds that have been advanced, or that may be advanced, from the Governmental Entity's general fund, or any other Governmental Entity fund related to the Project, for Project costs may be reimbursed from the financing proceeds.
6. The officers of the Governmental Entity and any person or persons designated and authorized by any officer of the Governmental Entity to act in the name and on behalf of the Governmental Entity, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the Governmental Entity such other acts, to pay or cause to be paid on behalf of the Governmental Entity such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Governmental Entity such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the Governmental Entity, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the plan of financing contemplated by the Financing Documents, (b) carry into effect the intent of the provisions of this resolution and the Financing Documents, and (c) demonstrate the validity of the Financing Documents, the absence of any pending or threatened litigation with respect to the Financing Documents and the plan of financing contemplated by the

Financing Documents, and the exemption of interest on the interest payment obligations under the Financing Documents from federal and State of Alabama income taxation.

7. All prior actions of Governmental Entity officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

ADOPTED and APPROVED this the 22nd day of August, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

APPROVED BY:

Jeffrey D. Downes,
City Manager

ATTESTED BY:

Rebecca Leavings
City Clerk

SEAL

CITY OF VESTAVIA HILLS
VEHICLES and HEAVY EQUIPMENT
"LEASE/PURCHASE PROPOSALS"
FISCAL 2016-2017

			1	2	3	4	5	6	7	8	
Description	Loan Amount	Terms	BB&T Bank	Cadence Bank	Hancock Bank	National Bk of Commerce	Renasant Bank	Regions Bank	Signature Public Funding Corp.	SouthLake Capital	
Vehicles	\$510,882	Rates - 3 yrs	1.33%	3.03%	1.65%	2.79%	1.93%	1.83%	1.56%	2.65%	
Heavy/Commercial Vehicles	\$55,000	Rates - 5 yrs	1.49%	3.31%	1.93%	2.88%	1.99%	2.34%	1.71%	2.65%	
Heavy Equipment	\$164,800	Rates - 7 yrs	1.66%	3.58%	2.19%	2.98%	2.06%	2.61%	2.01%	2.65%	
TOTAL LEASE/LOAN AMOUNT	\$730,682										
Combined Percentage Total			4.48%	9.92%	5.77%	8.65%	5.98%	6.78%	5.28%	7.95%	
Rankings			1	12	5	10	6	7	4	9	
Description	Loan Amount	Terms	9	10	11	12					
			SouthPoint Bank	SunTrust Leasing	The Bancorp Bank	Trustmark National Bk					
Vehicles	\$510,882	Rates - 3 yrs	2.50%	1.495%	1.99%	1.55%					
Heavy/Commercial Vehicles	\$55,000	Rates - 5 yrs	3.00%	1.640%	2.35%	1.66%					
Heavy Equipment	\$164,800	Rates - 7 yrs	3.75%	1.785%	3.25%	1.84%					
TOTAL LEASE/LOAN AMOUNT	\$730,682										
Combined Percentage Total			9.25%	4.92%	7.59%	5.05%					
Rankings			11	2	8	3					
Financial Institutions and Banks			PROPOSALS								
Who Didn't Submit Proposals:			RATE RANKINGS								
13	BBVA /Compass Bank			BB&T Bank		1	4.48%				
14	First Partners Bank			SunTrust Leasing		2	4.92%				
15	IBERIA Bank			Trustmark National Bk		3	5.05%				
				Signature Public Funding		4	5.28%				
				Hancock Bank		5	5.77%				
				Renasant Bank		6	5.98%				
				Regions Bank		7	6.78%				
				The Bancorp Bank		8	7.59%				
				SouthLake Capital		9	7.95%				
				National Bk of Commerce		10	8.65%				
				SouthPoint Bank		11	9.25%				
				Cadence Bank		12	9.92%				
				FISCAL YEAR 2016-2017							

VIA ELECTRONIC DELIVERY
mturner@vhal.org

mcwilliams@bbandt.com
direct dial: 704-954-1710

August 12, 2016

Mr. Melvin Turner, III
Finance Director
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, Alabama 35216

Dear Mr. Turner:

We at Branch Banking and Trust Company are pleased that we will be working with you to provide financing for numerous vehicles for various City departments. By this letter we want to provide you with our proposed draft financing documents (please forward these to your attorney for review, also), and to outline the additional documentation we will need from you to close the financing.

We have enclosed the following draft documents for this financing:

1. **Financing Agreement.** This is the main document for the financing. The Financing Agreement sets out the loan and repayment terms, provides for the security interest that secures the loan and contains other provisions related to the City's care and use of the property being financed.
2. **Project Fund Agreements.** There are three separate Project Fund Agreements, one each for the 3, 5 and 7 year terms. Each Project Fund Agreement provides for the custody of financing proceeds pending their use on project costs. At closing, we will disburse the loan proceeds into the three separate project fund escrow accounts, from which you may draw down funds as needed. Once a closing date is scheduled, we will e-mail to you requisition forms and instructions for drawing down funds.
3. **Closing Certificate.** This certificate, among other things, identifies the officials authorized to sign financing documents. **At your earliest convenience, please e-mail to us a copy of the approving resolution your governing board adopts for this financing** (our suggested form of this resolution was attached to our financing proposal to you). We will attach that copy to the Closing Certificate.
4. **Use of Proceeds Certificate.** This certificate provides information regarding the City's planned use and expenditure of financing proceeds, to document compliance with federal

rules for tax-exempt financing. You will see that there are some blanks in paragraph four; we need information from you to complete these blanks. *The federal tax rules applicable to local government financings can be tricky and technical; please let us know if you want to discuss any aspect of the applicable tax rules.*

5. **Attorney's legal opinion.** The attorney's opinion must be on his or her letterhead, dated the day of closing and delivered at closing. **The opinion will not be valid if it is dated prior to the Financing Agreement.**
6. **IRS Forms 8038-G and 8038-GC** These forms are used to provide the required notification to the IRS regarding the tax-exempt financing. We have partially completed each form based on information currently in our file. Please review these forms and the companion instructions with your attorney and complete the remainder of the forms, as well as make any needed revisions.
7. **Invoicing Information Sheet.** We have also enclosed a form requesting invoicing instructions. Please complete and return this form along with the other documents so that we will know where to send reminder invoices for your payments.

We appreciate your attention to these items. After reviewing the enclosed documents, please contact Matt Williams at 678-989-1110 to review this package in detail, so he may answer your questions about the documents and ensure everyone's full understanding of what has to be done for the closing. When you call, Matt will also determine a convenient day and time for closing.

Sincerely,

BB&T Governmental Finance



Mary Comstock, NCCP
Documentation Specialist

Attachments

Branch Banking and Trust Company

Financing for The City of Vestavia Hills, Alabama
Document Checklist

1. Financing Agreement, with Exhibits:
 - A) Project /Equipment description
 - B) Payment schedules (3)
2. Project Fund Agreement as to contract 00003 (various vehicles)
3. Project Fund Agreement as to contract 00004 (remount rescue truck)
4. Project Fund Agreement as to contract 00005 (F-450 work truck)
5. Closing Certificate
6. Copy of Resolution approving financing
7. Use of Proceeds Certificate
8. Governmental Entity Attorney's closing opinion
9. Internal Revenue Service Form 8038-G as to contract 00003 (various vehicles)
10. Internal Revenue Service Form 8038-G as to contract 00004 (remount rescue truck)
11. Internal Revenue Service Form 8038-GC as to contract 00005 (F-450 work truck)
12. Invoicing Information Sheet

Note: Copies of Certificate of Insurance, Invoices and Title Applications listing BB&T Governmental Finance as 1st lienholder to be provided by the City post-closing with requisitions for funds from project fund escrow account.

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this “Agreement”) is dated as of August ____, 2016, and is between the **CITY OF VESTAVIA HILLS**, a public body of the State of Alabama (the “Governmental Entity”), and **BRANCH BANKING AND TRUST COMPANY (“BB&T”)**.

RECITALS:

The Governmental Entity has the power, pursuant to Chapter 16A of Title 41 of the Code of Alabama (1975), to enter into installment contracts to finance the purchase or improvement of personal property and to secure its obligations under such contracts by security interests in all or a portion of the property purchased or improved. This Agreement provides for BB&T to advance \$730,682.00 to the Governmental Entity to enable the Governmental Entity to acquire and install the Equipment (as defined below), and provides for securing the Governmental Entity’s obligations under this Agreement by creating certain security interests in favor of BB&T.

NOW THEREFORE, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

“Additional Payments” means any of BB&T’s reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of BB&T’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which BB&T is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the Governmental Entity (or paid by BB&T on the Governmental Entity’s behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the Governmental Entity shall fail to pay the same, as set forth in this Agreement).

“Alabama Governmental Leasing Act” means Chapter 16A of Title 41 of the Code of Alabama (1975), as amended from time to time, or any successor provision of law.

“Amount Advanced” has the meaning assigned in Section 2.02.

“Bond Counsel Opinion” means a written opinion (in form and substance acceptable to BB&T) of an attorney or firm of attorneys acceptable to BB&T.

“Budget Officer” means the Governmental Entity officer from time to time charged with preparing the Governmental Entity’s draft budget as initially submitted to the Governing Board for its consideration.

“Business Day” means any day on which banks in the State are not by law authorized or required to remain closed.

“Closing Date” means the date on which this Agreement is first executed and delivered by the parties.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Governmental Entity’s obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

“Equipment” has the meaning assigned in Section 2.03, and is generally expected to include the personal property described in Exhibit A.

“Event of Default” means one or more events of default as defined in Section 6.01.

“Event of Nonappropriation” means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Governmental Entity that includes an appropriation for Required Payments as contemplated by Section 3.05.

“Fiscal Year” means the Governmental Entity’s fiscal year beginning July 1 or such other fiscal year as the Governmental Entity may later lawfully establish.

“Governing Board” means the Governmental Entity’s governing board or body as from time to time constituted.

“Governmental Entity” means the City of Vestavia Hills, Alabama.

“Governmental Entity Representative” means the Governmental Entity’s Finance Officer or such other person or persons at the time designated, by a written certificate furnished to BB&T and signed on the Governmental Entity’s behalf by the presiding officer of the Governmental Entity’s Governing Board, to act on the Governmental Entity’s behalf for any purpose (or any specified purpose) under this Agreement.

“Installment Payments” means the payments payable by the Governmental Entity pursuant to Section 3.01.

“Net Proceeds,” when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu

or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Governmental Entity or BB&T for amounts previously expended to remedy the event giving rise to such payment or proceeds.

“Obligations” means the Governmental Entity’s obligations to pay Installment Payments.

“Payment Dates” means the dates indicated in Exhibits B-1, B-2 and B-3.

“Prime Rate” means the interest rate so denominated and set by Branch Banking & Trust Company of North Carolina (whether or not such bank, or any affiliate thereof, is at any time the counterparty to this Agreement) as its “Prime Rate,” as in effect from time to time.

“Project Costs” means all costs of designing, planning, acquiring, and installing the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the Governmental Entity under this Agreement, including (a) sums required to reimburse the Governmental Entity or its agents for advances made for any such costs, (b) interest during the acquisition and installation of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

“Project Funds” has the meaning assigned in Section 2.02.

“Project Fund Agreement” has the meaning assigned in Section 2.02.

“Required Payments” means Installment Payments and Additional Payments.

“Security Property” means the Equipment and all amounts on deposit from time to time in the Project Fund.

“State” means the State of Alabama.

“UCC” means the Uniform Commercial Code or any successor law as in effect from time to time in the State, currently Title 7 of the Code of Alabama (1975).

All references in this Agreement to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II

SECURITY PROVIDED BY THIS AGREEMENT; ADVANCE

2.01. Security for Payment and Performance. This Agreement secures the Governmental Entity's payment, as and when the same shall become due and payable, of all Required Payments and the Governmental Entity's timely compliance with all terms, covenants and conditions of this Agreement.

2.02. Advance. BB&T advances \$730,682.00 (the "Amount Advanced") to the Governmental Entity on the Closing Date, and the Governmental Entity hereby accepts the Amount Advanced from BB&T. BB&T is advancing the Amount Advanced by making deposits to three Project Funds (the "Project Funds") as provided in three Project Fund Agreements of even date (the "Project Fund Agreements") between the Governmental Entity and BB&T. All amounts on deposit from time to time in the Project Funds, including the Amount Advanced and all investment earnings, shall be used only for Project Costs until the Project Funds are terminated as provided under the Project Fund Agreements.

2.03. UCC Security Agreement.

(a) This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect to the following:

- (i) all moneys on deposit from time to time in the Project Fund; and
- (ii) all property acquired by the Governmental Entity with funds advanced by BB&T pursuant to this Agreement, all personal property obtained in substitution or replacement therefor, and all personal property obtained in substitution or replacement for any portion of the Security Property, and all proceeds of the foregoing (collectively, the "Equipment").

The Governmental Entity hereby grants to BB&T a security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund to secure the Required Payments.

(b) The Governmental Entity shall execute, deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or requested by BB&T) in such form as BB&T may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

2.04. Nature of Governmental Entity's Obligation.

(a) The parties intend that this transaction comply with the Alabama Governmental Leasing Act. The indebtedness evidenced by this Agreement shall be a general obligation of the Governmental Entity for the payment of the Required Payments on which the full faith and credit of the Governmental Entity are hereby irrevocably pledged. The Governmental Entity hereby covenants and agrees to levy and collect taxes, to the maximum extent permitted by law, at such

rate or rates as shall make available tax proceeds which, when added to the revenues of the Governmental Entity from other sources available for such purposes, will be sufficient to pay reasonable expenses of carrying on the necessary governmental functions of the Governmental Entity and to pay the Required Payments under this Agreement as the same shall become due and payable. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

(b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement or the Project Fund Agreement.

2.05. Governmental Entity's Continuing Obligations. The Governmental Entity shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

- (a) BB&T's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the Governmental Entity, a subsequent owner of the Equipment or any other person;
- (c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;
- (d) Any act or omission by BB&T (but this provision does not relieve BB&T of any of its obligations under this Agreement or the Project Fund Agreement);
- (e) The sale of all or any part of the Security Property; or
- (f) Another party's assumption of the Governmental Entity's obligations under this Agreement.

ARTICLE III

GOVERNMENTAL ENTITY'S PAYMENT OBLIGATION AND RELATED MATTERS

3.01. Installment Payments. The Governmental Entity shall repay the Amount Advanced by making Installment Payments to BB&T in lawful money of the United States at the times and in the amounts set forth in Exhibits B-1, B-2 and B-3, except as otherwise provided in this Agreement. As indicated in Exhibits B-1, B-2 and B-3, the Installment Payments reflect the repayment of the Amount Advanced and include designated interest components.

3.02. Additional Payments. The Governmental Entity shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

3.03. Prepayment. The Governmental Entity may prepay the outstanding principal component of the Amount Advanced, at its option on any scheduled Payment Date, in whole but not in part, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the outstanding principal amount.

3.04. Late Payments. If the Governmental Entity fails to pay any Installment Payment when due, the Governmental Entity shall pay additional interest on the principal component of the late Installment Payment (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.

3.05. Appropriations.

(a) The Budget Officer shall include in the initial proposal for each of the Governmental Entity's annual budgets the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation or otherwise lawfully sets aside funds for Required Payments in a proposed budget, the Governing Board may determine not to include an appropriation or not to set aside funds in the Governmental Entity's final budget for such Fiscal Year. If the Governing Board determines not to include an appropriation or not to set aside funds for Required Payments in a proposed budget in the Governmental Entity's final budget for such Fiscal Year, the parties hereby stipulate that this Agreement shall terminate without further monetary obligation on the part of the Governmental Entity at the close of the Fiscal Year immediately prior to the Fiscal Year with respect to which such final budget relates.

(b) The Budget Officer shall deliver to BB&T, within 15 days after the beginning of each Fiscal Year, a certificate stating whether an amount equal to the Installment Payments and estimated Additional Payments coming due during the next Fiscal Year has been appropriated by the Governmental Entity in such budget for such purposes.

(c) The actions required of the Governmental Entity and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Governmental Entity official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Governmental Entity to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the Governmental Entity.

(d) The Governmental Entity reasonably believes that it can obtain funds sufficient to pay all Required Payments when due and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which all Required Payments may be made. It is the Governmental Entity's intent to make all Required Payments when due if funds are legally available therefor.

(e) The Governmental Entity agrees (i) that it will not cancel this Agreement under the provisions of this Section 3.05 if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding Fiscal Year thereafter, and (ii) that it will not, during a period of five (5) years after such termination occurs, appropriate funds or otherwise give priority in the application of funds to any other functionally similar equipment. This Section 3.05 will not be construed so as to permit the Governmental Entity to terminate this Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same function for which the Equipment is intended.

3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The Governmental Entity assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Installment Payments shall be made in all events unless the Governmental Entity's obligation to make Installment Payments is terminated as otherwise provided in this Agreement.

3.07. Interest Rate and Payment Adjustment. (a) "Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining (i) that the interest component of Installment Payments, or any portion thereof, is includable in any counterparty's gross income for federal income tax purposes or (ii) that the Governmental Entity's obligations under this Agreement are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event"), in any case as a result of any misrepresentation by the Governmental Entity or as a result of any action the Governmental Entity takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibits B-1, B-2 and B-3, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any counterparty's gross income for federal income tax purposes (in the case of a 265 Event, retroactively to the Closing Date).

(c) The Governmental Entity shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not be a counterparty to this Agreement on the date of a Rate Adjustment Event. The Governmental Entity shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another counterparty.

ARTICLE IV

GOVERNMENTAL ENTITY'S COVENANTS, REPRESENTATIONS AND WARRANTIES

4.01. Indemnification. To the extent permitted by law, the Governmental Entity shall indemnify, protect and save BB&T and its officers and directors harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Security Property or the transactions contemplated by this Agreement, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive the Agreement's termination.

4.02. Covenant as to Tax Exemption. (a) The Governmental Entity shall not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Agreement to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments to which such components would otherwise be entitled. If the Governmental Entity should take or permit, or omit to take or cause to be taken, any such action, the Governmental Entity shall take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(b) In particular, the Governmental Entity covenants that it shall not permit the Amount Advanced, plus the investment earnings thereon (the "Proceeds"), to be used in any manner that would result in 5% or more of the Installment Payments being directly or indirectly secured by an interest in property, or derived from payments in respect of property or borrowed money, being in either case used in a trade or business carried on by any person other than a governmental unit, as provided in Code Section 141(b), or result in 5% or more of the Proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Code Section 141(c); provided, however, that if the Governmental Entity receives a Bond Counsel Opinion that compliance with any such covenant is not required to prevent the interest component of Installment Payments from being includable in the counterparty's gross income for federal income tax purposes under existing law, the Governmental Entity need not comply with such covenant.

(c) Unless the Governmental Entity qualifies for one or more exceptions to the arbitrage rebate requirement with respect to this financing, the Governmental Entity shall provide for the rebate to the United States of (i) at least 90% of the required rebate amount (A) on or before 60 days after the date that is five years from the Closing Date, and (B) at least once during each five years thereafter while the Obligations remain outstanding, and (ii) the entire required rebate amount on or before 60 days after the date of final payment of the Obligations. Payments shall be made in the manner prescribed by the Internal Revenue Service. The Governmental Entity shall cause the required rebate amount to be recomputed as of each fifth anniversary of the Closing Date, and again

as of the date of final payment of the Obligations. The Governmental Entity shall provide BB&T with a copy of the results of such computation within 20 days after the end of each computation period or final payment of the Obligations. Each computation shall be prepared or approved, at the Governmental Entity's expense, by a person with experience in matters of accounting for federal income tax purposes, a bona fide arbitrage rebate calculating and reporting service, or nationally recognized bond counsel, in any case reasonably acceptable to BB&T. The Governmental Entity shall engage such rebate consultant to perform the necessary calculations not less than 60 days prior to the date of the required payment.

(d) The Governmental Entity acknowledges that its personnel must be familiar with the arbitrage rebate rules, because the tax-exempt status of the interest on the Obligations depends upon continuing compliance with such rules. The Governmental Entity therefore covenants to take all reasonable action to assure that Governmental Entity personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

4.03. Validity of Organization and Acts. The Governmental Entity is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the Governmental Entity.

4.04. Maintenance of Existence. The Governmental Entity shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Governmental Entity's obligations under this Agreement.

4.05. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Governmental Entity's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the acquisition and installation of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

4.06. No Breach of Law or Contract. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the Governmental Entity's knowledge, constitutes a violation of any provision of law governing the Governmental Entity or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Governmental Entity is a party or by which the Governmental Entity is bound.

4.07. No Litigation. There is no litigation or any governmental administrative proceeding to which the Governmental Entity (or any official thereof in an official capacity) is a party that is pending or, to the best of the Governmental Entity's knowledge after reasonable

investigation, threatened with respect to (a) the Governmental Entity's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by this Agreement, (d) the title to office of any Governing Board member or any other Governmental Entity officer, (e) any authority or proceedings relating to the Governmental Entity's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

4.08. No Current Default or Violation. (a) The Governmental Entity is not in violation of any existing law, rule or regulation applicable to it, (b) the Governmental Entity is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Governmental Entity is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

4.09. No Misrepresentation. No representation, covenant or warranty by the Governmental Entity in this Agreement is false or misleading in any material respect.

4.10. Environmental Warranties and Indemnification. (a) The Governmental Entity warrants and represents to BB&T that, to the best of the Governmental Entity's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials.

(b) The Governmental Entity covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the Governmental Entity shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Governmental Entity or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The Governmental Entity shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Governmental Entity receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Governmental Entity shall immediately notify BB&T. The Governmental Entity shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to BB&T's satisfaction.

(d) “Hazardous Materials” means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the Governmental Entity shall indemnify and hold BB&T harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys’, consultants’ or experts’ fees and expenses) of every kind and nature suffered by or asserted against BB&T as a direct or indirect result of any warranty or representation made by the Governmental Entity in subsections (a) through (c) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by BB&T or the Governmental Entity or any transferee or assignee BB&T or the Governmental Entity.

(f) The Governmental Entity’s obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Agreement.

4.11. Further Instruments. Upon BB&T’s request, the Governmental Entity shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by BB&T to carry out more effectively the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and to subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

4.12. BB&T’s Advances for Performance of Governmental Entity’s Obligations. If the Governmental Entity fails to perform any of its obligations under this Agreement, BB&T is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by BB&T (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Security Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Agreement. The Governmental Entity promises to pay all such amounts to BB&T immediately upon demand.

4.13. Equipment Will Be Used and Useful. The acquisition and installation of the Equipment is necessary and expedient for the Governmental Entity, and will perform essential functions of the Governmental Entity appropriate for units of local government. The Governmental Entity has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the

Agreement. The Equipment will not be used in any private business or put to any private business use.

4.14. Financial Information. (a) The Governmental Entity shall send to BB&T a copy of the Governmental Entity's audited financial statements for each Fiscal Year within 30 days of the Governmental Entity's acceptance of such statements, but in any event within 210 days of the completion of such Fiscal Year.

(b) The Governmental Entity shall furnish BB&T, at such reasonable times as BB&T shall request, all other financial information (including, without limitation, the Governmental Entity's annual budget as submitted or approved) as BB&T may reasonably request. The Governmental Entity shall permit BB&T or its agents and representatives to inspect the Governmental Entity's books and records and make extracts therefrom.

4.15. Taxes and Other Governmental Charges. The Governmental Entity shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Governmental Entity shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The Governmental Entity shall not allow any liens for taxes, assessments or governmental charges with respect to the Security Property or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Security Property or any portion thereof which, if not paid, will become a charge on any interest in the Security Property, including BB&T's interest, or the rentals and revenues derived therefrom or hereunder).

4.16. Governmental Entity's Insurance. (a) The Governmental Entity shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the equipment. Such property damage insurance shall include BB&T as loss payee. The Governmental Entity shall provide evidence of such coverage to BB&T promptly upon installation of the Equipment. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 5.15.

(b) The Governmental Entity shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance and automobile liability insurance, as applicable, in an amount not less than \$1,000,000 for personal injury or death and \$1,000,000 for property damage.

(c) The Governmental Entity shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Governmental Entity against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. All such policies shall be deposited with BB&T, provided that in lieu of such policies there may be deposited with BB&T a certificate or certificates of the respective insurers attesting the fact that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy, the Governmental Entity shall

furnish BB&T evidence satisfactory to BB&T that the policy has been renewed or replaced or is no longer required by this Agreement.

(e) No Governmental Entity agent or employee shall have the power to adjust or settle any property damage loss greater than \$50,000 with respect to the Equipment, whether or not covered by insurance, without BB&T's prior written consent.

(f) BB&T shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by BB&T.

(g) The Governmental Entity shall deliver to BB&T annually by September 30 of each year a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

ARTICLE V

THE EQUIPMENT

5.01. Acquisition and Installation. The Governmental Entity shall comply with the provisions of Title 39 of the Code of Alabama (1975) or Chapter 16 of Title 41 of the Code of Alabama (1975), accept all portions of the Equipment when properly delivered, provide for the proper installation thereof and thereafter promptly place each such portion in service.

5.02. Changes in Location. The Governmental Entity shall promptly inform BB&T if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

5.03. Acquisition and Installation within Funds Available. The Governmental Entity represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Governmental Entity promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Governmental Entity under this Agreement.

5.04. Disclaimer of Warranties.

(a) The Governmental Entity agrees that BB&T has not designed the Equipment, that BB&T has not supplied any plans or specifications with respect thereto and that BB&T (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advice nor taken any other action

with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Governmental Entity intends therefor, or (iii) is safe in any manner or respect.

(b) BB&T MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the Governmental Entity is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the Governmental Entity hereby waives the benefits of any and all implied warranties and representations of BB&T.

(c) The provisions of this Section shall survive the Agreement's termination.

5.05. Right of Entry and Inspection.

(a) BB&T and its representatives and agents shall have the right to enter upon the Governmental Entity's property and inspect the Equipment from time to time during installation and after the completion of installation, and the Governmental Entity shall cause any vendor, contractor or sub-contractor to cooperate with BB&T and its representatives and agents during such inspections.

(b) No right of inspection or approval granted in this Section shall be deemed to impose upon BB&T any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by BB&T shall be deemed to impose upon BB&T any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon BB&T, and no warranties (either express or implied) are made by BB&T as to the quality or fitness of any improvement, any such inspection and approval being made solely for BB&T's benefit.

5.06. Compliance with Requirements.

(a) The Governmental Entity shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The Governmental Entity shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The Governmental Entity shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The Governmental Entity shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

5.07. Use and Operation. The Governmental Entity shall use and operate the Equipment and related property as set forth in Exhibit A hereto, and for no other purpose unless required by law. The Governmental Entity shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

5.08. Maintenance and Repairs; Additions. (a) The Governmental Entity shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Governmental Entity may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The Governmental Entity shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all BB&T's rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) above, however, the Governmental Entity may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Governmental Entity's sole property in which BB&T shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Agreement if BB&T shall reasonably determine that the

Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

5.09. Security. The Governmental Entity shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Governmental Entity's personal property that is not subject to this Agreement.

5.10. Utilities. The Governmental Entity shall pay all charges for utility services furnished to or used on or in connection with the Equipment.

5.11. Risk of Loss. The Governmental Entity shall bear all risk of loss to and condemnation of the Equipment.

5.12. Condemnation.

(a) The Governmental Entity shall immediately notify BB&T if any governmental authority shall institute, or shall notify the Governmental Entity of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Governmental Entity shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to BB&T, and to the extent permitted by law hereby irrevocably authorizes and empowers BB&T, in the Governmental Entity's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Governmental Entity receives any Net Proceeds arising from any such action, the Governmental Entity shall apply such Net Proceeds as provided in Section 5.15.

(b) If any of the real or personal property acquired or improved by the Governmental Entity (in whole or in part) using any portion of the Amount Advanced consists of or is located on any real property acquired by the Governmental Entity through the exercise of the power of eminent domain, or through the threat of the exercise of the power of eminent domain, then during the term of this Agreement the Governmental Entity may not transfer any interest in such real property to any entity other than a local governmental unit without BB&T's prior express written consent.

5.13. Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Governmental Entity, subject to the lien of this Agreement. Upon the Governmental Entity's payment in full of all Required Payments, BB&T, at the Governmental Entity's expense and request, shall cancel this Agreement.

5.14. No Encumbrance, Mortgage or Pledge of Equipment.

(a) The Governmental Entity shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Governmental Entity shall promptly, at its own expense, take such action as may be duly necessary

to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Governmental Entity shall reimburse BB&T for any expense incurred by BB&T to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

5.15. Damage and Destruction; Use of Net Proceeds. (a) The Governmental Entity shall promptly notify BB&T if (i) the Security Property or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is not more than \$50,000, the Governmental Entity shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the Equipment, and shall promptly thereafter report to BB&T regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than \$50,000, then the Governmental Entity shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) or deposit in a special escrow fund to be held by such escrow agent. The Governmental Entity shall thereafter provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Equipment, as the case may be. The escrow agent shall disburse Net Proceeds for the payment of such costs upon receipt of requisitions in substantially the form of Exhibit A to the Project Fund Agreement. If the Net Proceeds shall be insufficient to pay in full the cost of completion, repair or restoration, the Governmental Entity shall either (i) complete the work and pay any cost in excess of the Net Proceeds, or (ii) not carry out such completion, repair or restoration, and instead apply the Net Proceeds, together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Governmental Entity's property and shall be part of the Equipment.

ARTICLE VI

DEFAULTS AND REMEDIES; EXECUTION

6.01. Events of Default. An "Event of Default" is any of the following:

- (a) The Governmental Entity's failing to make any Installment Payment when due.
- (b) The occurrence of an Event of Nonappropriation.

(c) The Governmental Entity's breaching or failing to perform or observe any term, condition or covenant of this Agreement or of the Project Fund Agreement on its part to be observed or performed, other than as provided in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Governmental Entity by BB&T, unless BB&T shall agree in writing to an extension of such time prior to its expiration.

(d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Governmental Entity as a debtor, or the appointment of a receiver, custodian or similar officer for the Governmental Entity or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(e) Any warranty, representation or statement made by the Governmental Entity in this Agreement or the Project Fund Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(f) Any lien, charge or encumbrance prior to the security interest created under Section 2.03, or affecting the validity of this Agreement, is found to exist, or proceedings are instituted against the Governmental Entity to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Agreement.

(g) The Governmental Entity's failing to pay when due any principal of or interest on any of its indebtedness that constitutes an obligation, debt, or charge against the credit or taxing power of the Governmental Entity.

6.02. Remedies on Default. Upon the continuation of any Event of Default, BB&T may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the Governmental Entity's performance of the applicable covenants of this Agreement or to recover for the breach thereof;

(c) As provided in the Project Fund Agreement, require BB&T to pay over any balance remaining in the Project Fund to be applied against outstanding Required Payments in any manner BB&T may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Agreement, including execution as provided in Section 6.03, and recovery of attorneys' fees and other expenses.

Notwithstanding any other provision of this Agreement, the Governmental Entity and BB&T intend to comply with the Alabama Governmental Leasing Act. No deficiency judgment may be entered against the Governmental Entity in violation of the Alabama Governmental Leasing Act.

6.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, BB&T shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.

6.04. Possession of Equipment.

(a) After a foreclosure sale, the Governmental Entity shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of BB&T), and thereupon the Governmental Entity (a) shall pay monthly in advance to BB&T a fair and reasonable rental value for the use and possession of the Equipment (in an amount BB&T shall determine in its reasonable judgment), and (b) upon BB&T's demand, shall deliver possession of the Equipment to BB&T or, at BB&T's direction, to any purchaser of the Equipment after an execution sale.

(b) In addition, upon the continuation of any Event of Default, BB&T, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Governmental Entity's account and in reduction of the Governmental Entity's corresponding Required Payments in such fashion as BB&T shall reasonably deem appropriate. BB&T shall be liable to account only for rents and profits it actually receives.

6.05. No Remedy Exclusive; Delay Not Waiver. All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by BB&T, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

6.06. Payment of Costs and Attorney's Fees. If BB&T employs an attorney to assist in the enforcement or collection of Required Payments, or if BB&T voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the Governmental Entity with any of the provisions of this Agreement, the Governmental Entity agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VII

MISCELLANEOUS

7.01. Notices.

- (a) Any communication required or permitted by this Agreement must be in writing.
- (b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, addressed as follows:
 - (i) If to the Governmental Entity, to 1032 Montgomery Highway, Vestavia Hills, Alabama 35216, Attention: Finance Officer; or
 - (ii) If to BB&T, to BB&T Governmental Finance, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217.
- (c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

7.02. No Assignments by Governmental Entity. The Governmental Entity shall not sell or assign any interest in this Agreement.

7.03. Assignments by BB&T.

- (a) BB&T may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Agreement, including, without limitation, BB&T's rights to receive Required Payments. Any assignment made by BB&T or any subsequent assignee shall not purport to convey any greater interest or rights than those held by BB&T pursuant to this Agreement.
- (b) The Governmental Entity agrees that this Agreement may become part of a pool of obligations at BB&T's or its assignee's option. BB&T or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Any assignment by BB&T may be only to a bank, insurance company, or similar financial institution or any other entity permitted under Alabama law. Notwithstanding the foregoing, no assignment or reassignment of BB&T's interest in the Equipment or this Agreement shall be effective unless and until the Governmental Entity shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.
- (c) The Governmental Entity further agrees that BB&T's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Governmental Entity receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this

Agreement a written record of each assignment and reassignment of such certificates of participation.

(d) The Governmental Entity agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Governmental Entity, and the Governmental Entity shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Governmental Entity shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

7.04. Amendments. No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the Governmental Entity and BB&T.

7.05. Governing Law. The Governmental Entity and BB&T intend that State law shall govern this Agreement.

7.06. Liability of Officers and Agents. No officer, agent or employee of the Governmental Entity shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Governmental Entity from the performance of any official duty provided by law.

7.07. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

7.08. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

7.09. Entire Agreement. This Agreement constitutes the Governmental Entity's entire agreement with respect to the general subject matter covered by this Agreement.

7.10. Binding Effect. Subject to the specific provisions of this Agreement, and in particular Section 7.03, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

(SEAL)

ATTEST:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**BRANCH BANKING AND
TRUST COMPANY**

By: _____

Printed Name: _____

Title: _____

EXHIBIT A -- PROJECT AND EQUIPMENT DESCRIPTION

As to Contract 9901000872-00003:

Various vehicles. It is anticipated that those vehicles will be comprised of the following or similar vehicles:

Information Technology Services Dept.:

Ford Explorer;

Police Department:

Patrol vehicles – Tahoes & installed equipment;

Admin Ford Truck – F-150 4x4;

Detective – Ford Taurus

Motorcycle with installed equipment;

Fire Department:

staff vehicle;

Bldg. Safety/Inspection Department:

vehicle/SUV

Public Services Department:

Senior Transportation vehicle;

Jeep/SUV;

Engineer – Explorer 4x4

As to Contract 9901000872-00004:

Fire Department:

Remount/Rescue Transport Truck

As to Contract 9901000872-00005:

Public Services Department:

Work Truck – Ford F-450

All as may be more particularly described in documentation submitted by the City with requisitions pursuant to the Project Fund Agreements.

EXHIBIT B-1 -- PAYMENT SCHEDULE
(Various Vehicles)

Payment Schedule to Financing Agreement dated as of August __, 2016 (the “Financing Agreement”), between the City of Vestavia Hills, Alabama and Branch Banking and Trust Company

Contract Number: 99010000872-00003

The payments required to repay the advance made pursuant to the Financing Agreement call for an amortization period of approximately three (3) years. Payments are quarterly in arrears in the amount of \$43,499.22. A portion of each payment is paid as and represents payment of interest at an annual interest rate of 1.33%.

Payments are due beginning on November __, 2016, and quarterly thereafter, with a final payment of all outstanding principal and accrued and unpaid interest due on August __, 2019, all as set forth in the attached amortization schedule.

City of Vestavia Hills, AL
 Various vehicles
 Contract Number 9901000872-00003

DRAFT AMORTIZATION SCHEDULE – TO BE UPDATED TO REFLECT FUNDING DATE

Compound Period: Quarterly

Nominal Annual Rate: 1.330 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/11/2016	510,882.00	1		
2	Payment	11/11/2016	43,499.22	12	Quarterly	08/11/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	08/11/2016				510,882.00
2016 Totals		0.00	0.00	0.00	
1	11/11/2016	43,499.22	1,698.68	41,800.54	469,081.46
2	02/11/2017	43,499.22	1,559.70	41,939.52	427,141.94
3	05/11/2017	43,499.22	1,420.25	42,078.97	385,062.97
4	08/11/2017	43,499.22	1,280.33	42,218.89	342,844.08
2017 Totals		173,996.88	5,958.96	168,037.92	
5	11/11/2017	43,499.22	1,139.96	42,359.26	300,484.82
6	02/11/2018	43,499.22	999.11	42,500.11	257,984.71
7	05/11/2018	43,499.22	857.80	42,641.42	215,343.29
8	08/11/2018	43,499.22	716.02	42,783.20	172,560.09
2018 Totals		173,996.88	3,712.89	170,283.99	
9	11/11/2018	43,499.22	573.76	42,925.46	129,634.63
10	02/11/2019	43,499.22	431.04	43,068.18	86,566.45
11	05/11/2019	43,499.22	287.83	43,211.39	43,355.06
12	08/11/2019	43,499.22	144.16	43,355.06	0.00
2019 Totals		173,996.88	1,436.79	172,560.09	
Grand Totals		521,990.64	11,108.64	510,882.00	

EXHIBIT B-2 -- PAYMENT SCHEDULE
(Remount Rescue Transport Truck)

Payment Schedule to Financing Agreement dated as of August __, 2016 (the “Financing Agreement”), between the City of Vestavia Hills, Alabama and Branch Banking and Trust Company

Contract Number: 99010000872-00004

The payments required to repay the advance made pursuant to the Financing Agreement call for an amortization period of approximately seven (7) years. Payments are quarterly in arrears in the amount of \$6,246.49. A portion of each payment is paid as and represents payment of interest at an annual interest rate of 1.66%.

Payments are due beginning on November __, 2016, and quarterly thereafter, with a final payment of all outstanding principal and accrued and unpaid interest due on August __, 2023, all as set forth in the attached amortization schedule.

City of Vestavia Hills, AL
 Remount Rescue Transport Truck
 Contract Number 9901000872-00004

DRAFT AMORTIZATION SCHEDULE – TO BE UPDATED TO REFLECT FUNDING DATE

Compound Period: Quarterly

Nominal Annual Rate: 1.660 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/11/2016	164,800.00	1		
2	Payment	11/11/2016	6,246.49	28	Quarterly	08/11/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	08/11/2016				164,800.00
2016 Totals		0.00	0.00	0.00	
1	11/11/2016	6,246.49	683.92	5,562.57	159,237.43
2	02/11/2017	6,246.49	660.84	5,585.65	153,651.78
3	05/11/2017	6,246.49	637.65	5,608.84	148,042.94
4	08/11/2017	6,246.49	614.38	5,632.11	142,410.83
2017 Totals		24,985.96	2,596.79	22,389.17	
5	11/11/2017	6,246.49	591.00	5,655.49	136,755.34
6	02/11/2018	6,246.49	567.53	5,678.96	131,076.38
7	05/11/2018	6,246.49	543.97	5,702.52	125,373.86
8	08/11/2018	6,246.49	520.30	5,726.19	119,647.67
2018 Totals		24,985.96	2,222.80	22,763.16	
9	11/11/2018	6,246.49	496.54	5,749.95	113,897.72
10	02/11/2019	6,246.49	472.68	5,773.81	108,123.91
11	05/11/2019	6,246.49	448.71	5,797.78	102,326.13
12	08/11/2019	6,246.49	424.65	5,821.84	96,504.29
2019 Totals		24,985.96	1,842.58	23,143.38	
13	11/11/2019	6,246.49	400.49	5,846.00	90,658.29
14	02/11/2020	6,246.49	376.23	5,870.26	84,788.03
15	05/11/2020	6,246.49	351.87	5,894.62	78,893.41
16	08/11/2020	6,246.49	327.41	5,919.08	72,974.33
2020 Totals		24,985.96	1,456.00	23,529.96	

17	11/11/2020	6,246.49	302.84	5,943.65	67,030.68
18	02/11/2021	6,246.49	278.18	5,968.31	61,062.37
19	05/11/2021	6,246.49	253.41	5,993.08	55,069.29
20	08/11/2021	6,246.49	228.54	6,017.95	49,051.34
2021 Totals		24,985.96	1,062.97	23,922.99	
21	11/11/2021	6,246.49	203.56	6,042.93	43,008.41
22	02/11/2022	6,246.49	178.48	6,068.01	36,940.40
23	05/11/2022	6,246.49	153.30	6,093.19	30,847.21
24	08/11/2022	6,246.49	128.02	6,118.47	24,728.74
2022 Totals		24,985.96	663.36	24,322.60	
25	11/11/2022	6,246.49	102.62	6,143.87	18,584.87
26	02/11/2023	6,246.49	77.13	6,169.36	12,415.51
27	05/11/2023	6,246.49	51.52	6,194.97	6,220.54
28	08/11/2023	6,246.49	25.95	6,220.54	0.00
2023 Totals		24,985.96	257.22	24,728.74	
Grand Totals		174,901.72	10,101.72	164,800.00	

EXHIBIT B-3 -- PAYMENT SCHEDULE

Payment Schedule to Financing Agreement dated as of August __, 2016 (the “Financing Agreement”), between the City of Vestavia Hills, Alabama and Branch Banking and Trust Company

Contract Number: 99010000872-00005

The payments required to repay the advance made pursuant to the Financing Agreement call for an amortization period of approximately five (5) years. Payments are quarterly in arrears in the amount of \$2,858.83. A portion of each payment is paid as and represents payment of interest at an annual interest rate of 1.49%.

Payments are due beginning on November __, 2016, and quarterly thereafter, with a final payment of all outstanding principal and accrued and unpaid interest due on August __, 2021, all as set forth in the attached amortization schedule.

City of Vestavia Hills, AL
 Ford F-450 truck
 Contract Number 9901000872-00004

DRAFT AMORTIZATION SCHEDULE – TO BE UPDATED TO REFLECT FUNDING DATE

Compound Period: Quarterly

Nominal Annual Rate: 1.490 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/11/2016	55,000.00	1		
2	Payment	11/11/2016	2,858.83	20	Quarterly	08/11/2021

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	08/11/2016				55,000.00
2016 Totals		0.00	0.00	0.00	
1	11/11/2016	2,858.83	204.88	2,653.95	52,346.05
2	02/11/2017	2,858.83	194.99	2,663.84	49,682.21
3	05/11/2017	2,858.83	185.07	2,673.76	47,008.45
4	08/11/2017	2,858.83	175.11	2,683.72	44,324.73
2017 Totals		11,435.32	760.05	10,675.27	
5	11/11/2017	2,858.83	165.11	2,693.72	41,631.01
6	02/11/2018	2,858.83	155.08	2,703.75	38,927.26
7	05/11/2018	2,858.83	145.00	2,713.83	36,213.43
8	08/11/2018	2,858.83	134.90	2,723.93	33,489.50
2018 Totals		11,435.32	600.09	10,835.23	
9	11/11/2018	2,858.83	124.75	2,734.08	30,755.42
10	02/11/2019	2,858.83	114.56	2,744.27	28,011.15
11	05/11/2019	2,858.83	104.34	2,754.49	25,256.66
12	08/11/2019	2,858.83	94.08	2,764.75	22,491.91
2019 Totals		11,435.32	437.73	10,997.59	
13	11/11/2019	2,858.83	83.78	2,775.05	19,716.86
14	02/11/2020	2,858.83	73.45	2,785.38	16,931.48
15	05/11/2020	2,858.83	63.07	2,795.76	14,135.72
16	08/11/2020	2,858.83	52.66	2,806.17	11,329.55
2020 Totals		11,435.32	272.96	11,162.36	

17	11/11/2020	2,858.83	42.20	2,816.63	8,512.92
18	02/11/2021	2,858.83	31.71	2,827.12	5,685.80
19	05/11/2021	2,858.83	21.18	2,837.65	2,848.15
20	08/11/2021	2,858.83	10.68	2,848.15	0.00
2021 Totals		11,435.32	105.77	11,329.55	
Grand Totals		57,176.60	2,176.60	55,000.00	

PROJECT FUND AGREEMENT
(various vehicles)

THIS PROJECT FUND AGREEMENT is dated as of August ____, 2016, and is by and between the **CITY OF VESTAVIA HILLS**, a public body of the State of Alabama (the “Governmental Entity”), and **BRANCH BANKING AND TRUST COMPANY** (“BB&T”).

RECITALS

The Governmental Entity is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Financing Agreement dated as of August ____, 2016 (the “Financing Agreement”), by and between the Governmental Entity and BB&T. The purpose of the Financing Agreement is to provide for BB&T’s advance of \$510,882.00 to the Governmental Entity to finance the Governmental Entity’s acquisition of equipment, as defined in the Financing Agreement. In partial consideration for BB&T’s entering into the Financing Agreement, the Governmental Entity has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

In this Project Fund Agreement, the term “*Project Costs*” means all costs of the design, planning, acquiring, installing of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the Governmental Entity under the Financing Agreement, including (a) sums required to reimburse the Governmental Entity or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through the Financing Agreement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Financing Agreement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date, BB&T will deposit \$510,882.00 into a special account of the Governmental Entity at Branch Banking and Trust Company to be designated “2016-00003 City of Vestavia Hills Project Fund” (the “Project Fund”). This account shall be held separate and apart from all other funds of the Governmental Entity. The Project Fund is the Governmental Entity’s property, but the Governmental Entity will withdraw amounts on deposit in the Project Fund only as provided in the Project Fund Agreement and only for

application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the Governmental Entity's obligations under the Financing Agreement.

2.2. Requisitions from Project Fund. The City may withdraw funds from the Project Fund only after authorization from BB&T. BB&T will disburse funds from the Project Fund only to the City and only upon its receipt of written requisitions from one of the designated City Representatives named in the Certificate of Authorized Representatives contained herein and substantially in the form of Exhibit A attached hereto.

2.3. Disposition of Project Fund Balance.

(a) *Upon completion* -- Promptly after the acquisition and installation of the Equipment has been completed, the Governmental Entity shall deliver to BB&T a certificate to such effect signed by a Governmental Entity Representative.

(b) *Upon default* -- Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) *After delay or inactivity* -- If (i) more than two years have elapsed from the Closing Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the Governmental Entity, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) *Application of Project Fund balance* -- BB&T will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the prepayment date, and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions of Section 3.03 of the Financing Agreement), of the outstanding principal components of Installment Payments. Such prepayment, however, will not affect any other City payment obligation under the Financing Agreement. BB&T will notify the City of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. Investment.

(a) The Governmental Entity and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the Governmental Entity will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the Governmental Entity's obligations under the Financing Agreement, unless the Governmental Entity has supplied BB&T with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion

from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the Governmental Entity, addressed to it at the following address: City of Vestavia Hills, Attention: Finance Director, 1032 Montgomery Highway, Vestavia Hills, Alabama 35216.

(ii) If intended for BB&T, addressed to it at the following address: BB&T Governmental Finance, Attention: Account Administration/Municipal – Project Fund Agreement Notice, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the Governmental Entity in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that Alabama law shall govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the Governmental Entity.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

CERTIFICATE DESIGNATING CITY REPRESENTATIVES

In accordance with the terms herein, the City designates the following persons as City Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name:

Signature:

_____	_____
_____	_____
_____	_____
_____	_____

The City may designate additional Representatives to sign requisitions upon written notification to BB&T

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

ATTEST:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

(SEAL)

BRANCH BANKING AND TRUST COMPANY

By: _____

Printed Name: _____

Title: _____

[Project Fund Agreement dated as of August ____, 2016]

EXHIBIT A

[To Be Prepared on Governmental Entity's Letterhead for Submission]

PROJECT FUND REQUISITION

[Date] _____

E-MAIL REQUISITIONS TO: GFProjectfunds@bbandt.com

Trina Britt direct dial: 704-954-1873 fax: 704-954-1799
Project Specialist

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9901000872-00003 with the City of Vestavia Hills, Alabama dated August ____, 2016.

Dear Ms. Britt,

Pursuant to the terms and conditions of the Project Fund Agreement dated as of August ____, 2016, the City of Vestavia Hills, Alabama (the "Governmental Entity"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the City of Vestavia Hills.

Amount: \$

Attach the following to this requisition

- **Copies of vendor invoices;**
- **copies of the certificates of origin listing *BB&T Governmental Finance, 5130 Parkway Plaza Blvd., Charlotte, NC 28217* as 1st lienholder OR a copy of the lien recording application listing *BB&T Governmental Finance, 5130 Parkway Plaza Blvd., Charlotte, NC 28217* as 1st lienholder**
- **Certificate of Insurance showing:**
 - **property coverage with *BB&T Governmental Finance* listed as loss payee and certificate holder;**
 - **year, make model and VIN number of vehicles;**
 - **loan contract number 99+01000872-00005.**

Project Description: various vehicles

Location of Equipment:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of the Governmental Entity:

The City of Vestavia Hills, Alabama makes this requisition pursuant to the following representations:

1. The Governmental Entity has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Financing Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Governmental Entity will execute any Uniform Commercial Code financing statements with respect to this portion of the Equipment that BB&T may request to evidence its security interest.
8. The Governmental Entity has in place insurance on this portion of the Equipment that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Governmental Entity for a Project Cost expenditure previously made, or (b) will be used by the Governmental Entity promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

Printed Name: _____

Title: _____

PROJECT FUND AGREEMENT
(remount rescue transport truck)

THIS PROJECT FUND AGREEMENT is dated as of August ____, 2016, and is by and between the **CITY OF VESTAVIA HILLS**, a public body of the State of Alabama (the “Governmental Entity”), and **BRANCH BANKING AND TRUST COMPANY** (“BB&T”).

RECITALS

The Governmental Entity is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Financing Agreement dated as of August ____, 2016 (the “Financing Agreement”), by and between the Governmental Entity and BB&T. The purpose of the Financing Agreement is to provide for BB&T’s advance of \$164,800.00 to the Governmental Entity to finance the Governmental Entity’s acquisition of equipment, as defined in the Financing Agreement. In partial consideration for BB&T’s entering into the Financing Agreement, the Governmental Entity has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

In this Project Fund Agreement, the term “*Project Costs*” means all costs of the design, planning, acquiring, installing of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the Governmental Entity under the Financing Agreement, including (a) sums required to reimburse the Governmental Entity or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through the Financing Agreement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Financing Agreement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date, BB&T will deposit \$164,800.00 into a special account of the Governmental Entity at Branch Banking and Trust Company to be designated “2016-00004 City of Vestavia Hills Project Fund” (the “Project Fund”). This account shall be held separate and apart from all other funds of the Governmental Entity. The Project Fund is the Governmental Entity’s property, but the Governmental Entity will withdraw amounts on deposit in the Project Fund only as provided in the Project Fund Agreement and only for

application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the Governmental Entity's obligations under the Financing Agreement.

2.2. Requisitions from Project Fund. The City may withdraw funds from the Project Fund only after authorization from BB&T. BB&T will disburse funds from the Project Fund only to the City and only upon its receipt of written requisitions from one of the designated City Representatives named in the Certificate of Authorized Representatives contained herein and substantially in the form of Exhibit A attached hereto.

2.3. Disposition of Project Fund Balance.

(a) *Upon completion* -- Promptly after the acquisition and installation of the Equipment has been completed, the Governmental Entity shall deliver to BB&T a certificate to such effect signed by a Governmental Entity Representative.

(b) *Upon default* -- Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) *After delay or inactivity* -- If (i) more than two years have elapsed from the Closing Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the Governmental Entity, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) *Application of Project Fund balance* -- BB&T will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the prepayment date, and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions of Section 3.03 of the Financing Agreement), of the outstanding principal components of Installment Payments. Such prepayment, however, will not affect any other City payment obligation under the Financing Agreement. BB&T will notify the City of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. Investment.

(a) The Governmental Entity and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the Governmental Entity will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the Governmental Entity's obligations under the Financing Agreement, unless the Governmental Entity has supplied BB&T with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion

from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the Governmental Entity, addressed to it at the following address: City of Vestavia Hills, Attention: Finance Director, 1032 Montgomery Highway, Vestavia Hills, Alabama 35216.

(ii) If intended for BB&T, addressed to it at the following address: BB&T Governmental Finance, Attention: Account Administration/Municipal – Project Fund Agreement Notice, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the Governmental Entity in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that Alabama law shall govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the Governmental Entity.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

CERTIFICATE DESIGNATING CITY REPRESENTATIVES

In accordance with the terms herein, the City designates the following persons as City Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name:

Signature:

_____	_____
_____	_____
_____	_____
_____	_____

The City may designate additional Representatives to sign requisitions upon written notification to BB&T

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

ATTEST:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

(SEAL)

BRANCH BANKING AND TRUST COMPANY

By: _____

Printed Name: _____

Title: _____

[Project Fund Agreement dated as of August ____, 2016]

EXHIBIT A

[To Be Prepared on Governmental Entity's Letterhead for Submission]

PROJECT FUND REQUISITION

[Date] _____

E-MAIL REQUISITIONS TO: GFProjectfunds@bbandt.com

Trina Britt direct dial: 704-954-1873 fax: 704-954-1799
Project Specialist

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9901000872-00004 with the City of Vestavia Hills, Alabama dated August ____, 2016.

Dear Ms. Britt,

Pursuant to the terms and conditions of the Project Fund Agreement dated as of August ____, 2016, the City of Vestavia Hills, Alabama (the "Governmental Entity"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the City of Vestavia Hills.

Amount: \$

Attach the following to this requisition

- **Copies of vendor invoices;**
- **copies of the certificates of origin listing *BB&T Governmental Finance, 5130 Parkway Plaza Blvd., Charlotte, NC 28217* as 1st lienholder OR a copy of the lien recording application listing *BB&T Governmental Finance, 5130 Parkway Plaza Blvd., Charlotte, NC 28217* as 1st lienholder**
- **Certificate of Insurance showing:**
 - **property coverage with *BB&T Governmental Finance* listed as loss payee and certificate holder;**
 - **year, make model and VIN number of vehicles;**
 - **loan contract number 99+01000872-00005.**

Project Description: remount rescue transport truck

Location of Equipment:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of the Governmental Entity:

The City of Vestavia Hills, Alabama makes this requisition pursuant to the following representations:

1. The Governmental Entity has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Financing Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Governmental Entity will execute any Uniform Commercial Code financing statements with respect to this portion of the Equipment that BB&T may request to evidence its security interest.
8. The Governmental Entity has in place insurance on this portion of the Equipment that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Governmental Entity for a Project Cost expenditure previously made, or (b) will be used by the Governmental Entity promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

Printed Name: _____

Title: _____

PROJECT FUND AGREEMENT
(F-450 work truck)

THIS PROJECT FUND AGREEMENT is dated as of August ____, 2016, and is by and between the **CITY OF VESTAVIA HILLS**, a public body of the State of Alabama (the “Governmental Entity”), and **BRANCH BANKING AND TRUST COMPANY** (“BB&T”).

RECITALS

The Governmental Entity is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Financing Agreement dated as of August ____, 2016 (the “Financing Agreement”), by and between the Governmental Entity and BB&T. The purpose of the Financing Agreement is to provide for BB&T’s advance of \$55,000.00 to the Governmental Entity to finance the Governmental Entity’s acquisition of equipment, as defined in the Financing Agreement. In partial consideration for BB&T’s entering into the Financing Agreement, the Governmental Entity has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

In this Project Fund Agreement, the term “*Project Costs*” means all costs of the design, planning, acquiring, installing of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the Governmental Entity under the Financing Agreement, including (a) sums required to reimburse the Governmental Entity or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through the Financing Agreement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Financing Agreement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date, BB&T will deposit \$55,000.00 into a special account of the Governmental Entity at Branch Banking and Trust Company to be designated “2016-00005 City of Vestavia Hills Project Fund” (the “Project Fund”). This account shall be held separate and apart from all other funds of the Governmental Entity. The Project Fund is the Governmental Entity’s property, but the Governmental Entity will withdraw amounts on deposit in the Project Fund only as provided in the Project Fund Agreement and only for application

from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the Governmental Entity's obligations under the Financing Agreement.

2.2. Requisitions from Project Fund. The City may withdraw funds from the Project Fund only after authorization from BB&T. BB&T will disburse funds from the Project Fund only to the City and only upon its receipt of written requisitions from one of the designated City Representatives named in the Certificate of Authorized Representatives contained herein and substantially in the form of Exhibit A attached hereto.

2.3. Disposition of Project Fund Balance.

(a) *Upon completion* -- Promptly after the acquisition and installation of the Equipment has been completed, the Governmental Entity shall deliver to BB&T a certificate to such effect signed by a Governmental Entity Representative.

(b) *Upon default* -- Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) *After delay or inactivity* -- If (i) more than two years have elapsed from the Closing Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the Governmental Entity, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) *Application of Project Fund balance* -- BB&T will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the prepayment date, and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions of Section 3.03 of the Financing Agreement), of the outstanding principal components of Installment Payments. Such prepayment, however, will not affect any other City payment obligation under the Financing Agreement. BB&T will notify the City of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. Investment.

(a) The Governmental Entity and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the Governmental Entity will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the Governmental Entity's obligations under the Financing Agreement, unless the Governmental Entity has supplied BB&T with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion

from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the Governmental Entity, addressed to it at the following address: City of Vestavia Hills, Attention: Finance Director, 1032 Montgomery Highway, Vestavia Hills, Alabama 35216.

(ii) If intended for BB&T, addressed to it at the following address: BB&T Governmental Finance, Attention: Account Administration/Municipal – Project Fund Agreement Notice, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the Governmental Entity in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that Alabama law shall govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the Governmental Entity.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

CERTIFICATE DESIGNATING CITY REPRESENTATIVES

In accordance with the terms herein, the City designates the following persons as City Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name:

Signature:

_____	_____
_____	_____
_____	_____
_____	_____

The City may designate additional Representatives to sign requisitions upon written notification to BB&T

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

ATTEST:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

(SEAL)

BRANCH BANKING AND TRUST COMPANY

By: _____

Printed Name: _____

Title: _____

[Project Fund Agreement dated as of August ____, 2016]

EXHIBIT A

[To Be Prepared on Governmental Entity's Letterhead for Submission]

PROJECT FUND REQUISITION

[Date] _____

E-MAIL REQUISITIONS TO: GFProjectfunds@bbandt.com

Trina Britt direct dial: 704-954-1873 fax: 704-954-1799
Project Specialist

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9901000872-00005 with the City of Vestavia Hills, Alabama dated August ____, 2016.

Dear Ms. Britt,

Pursuant to the terms and conditions of the Project Fund Agreement dated as of August ____, 2016, the City of Vestavia Hills, Alabama (the "Governmental Entity"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the City of Vestavia Hills.

Amount: \$

Attach the following to this requisition

- **Copies of vendor invoices;**
- **copies of the certificates of origin listing *BB&T Governmental Finance, 5130 Parkway Plaza Blvd., Charlotte, NC 28217* as 1st lienholder OR a copy of the lien recording application listing *BB&T Governmental Finance, 5130 Parkway Plaza Blvd., Charlotte, NC 28217* as 1st lienholder**
- **Certificate of Insurance showing:**
 - **property coverage with BB&T Governmental Finance listed as loss payee and certificate holder;**
 - **year, make model and VIN number of vehicles;**
 - **loan contract number 99+01000872-00005.**

Project Description: F-450 work truck

Location of Equipment:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of the Governmental Entity:

The City of Vestavia Hills, Alabama makes this requisition pursuant to the following representations:

1. The Governmental Entity has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Financing Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Governmental Entity will execute any Uniform Commercial Code financing statements with respect to this portion of the Equipment that BB&T may request to evidence its security interest.
8. The Governmental Entity has in place insurance on this portion of the Equipment that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Governmental Entity for a Project Cost expenditure previously made, or (b) will be used by the Governmental Entity promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

Printed Name: _____

Title: _____

CLOSING CERTIFICATE

The undersigned officers of the City of Vestavia Hills, Alabama (the "Governmental Entity"), hereby certify as follows:

1. The Governmental Entity's governing board or body (the "Board") adopted the attached resolution (the "Resolution"), authorizing and providing for an installment financing with Branch Banking and Trust Company. The Resolution was duly adopted at a meeting duly called and held at which a quorum was present and acting throughout. The Resolution has not been repealed, revoked, rescinded or amended, but remains in full effect as of today. The Resolution was adopted by the Board in accordance with the Alabama Open Meetings Act (Chapter 25A of Title 36 of the Code of Alabama (1975)).

2. The signatures set forth below are the true and genuine signatures of the persons holding the indicated offices. The indicated persons have held such offices at all times since the Resolution was adopted.

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>
_____	Mayor or City Manager	_____
_____	Finance Director	_____
_____	City Clerk	_____

3. The Governmental Entity has duly authorized, executed and delivered the Financing Agreement and the Project Fund Agreement provided for by the Resolution. We have reviewed the Governmental Entity's representations as set forth in such Agreements, and all of such representations are correct and complete in all material respects as if made today.

4. The seal impressed below is the Governmental Entity's official seal, and has been the Governmental Entity's official seal since prior to the adoption of the Resolution.

WITNESS our signatures and the seal of the City of Vestavia Hills, Alabama, this ___ day of August, 2016.

(SEAL)

By: _____ By: _____ By: _____
 Mayor or City Manager Finance Director City Clerk

USE OF PROCEEDS CERTIFICATE

The undersigned officer of the City of Vestavia Hills, Alabama (the “Governmental Entity”) is among the Governmental Entity officers charged with responsibility for the Governmental Entity’s entering into a Financing Agreement dated as of August __, 2016 (the “Agreement”), with Branch Banking and Trust Company (“BB&T”). This Certificate is delivered as part of the official record of the proceedings for the delivery of the Agreement, as contemplated by Treasury Regulations Section 1.148-2(b)(2). I am executing and delivering this Certificate on behalf of the Governmental Entity to set forth in good faith the Governmental Entity’s reasonable expectations concerning the use and investment of financing proceeds and other related matters, in order to assure that interest on the Obligations, as defined below, will be excluded from gross income for federal income tax purposes. I understand that I have an obligation to make the representations in this Certificate both correct and complete.

All capitalized terms used in this Certificate and not otherwise defined have the meanings assigned to such terms under the Treasury Regulations applicable to tax-exempt bonds.

PURPOSE OF AGREEMENT

1. The Governmental Entity is executing and delivering the Agreement today to provide funds to finance the acquisition (the “Project”) of the equipment set forth in Exhibit A of the Agreement (the “Equipment”), and to pay certain financing costs. BB&T will advance funds to the Governmental Entity pursuant to the Agreement for the Project. BB&T is entering into the Agreement for its own account with no current intention of reselling its rights under the Agreement or any interest therein, except that BB&T may make an assignment of payment rights to an affiliate, in whole, at par and without recourse.

PROCEEDS; PAYMENT OBLIGATIONS

2. (a) BB&T will today advance the full principal amount to be advanced under the Agreement of \$730,682.00 (the “Proceeds”) by making three deposits into three separate Project funds created under three Project Fund Agreements between the Governmental Entity and BB&T.

(b) Under the Agreement, the Governmental Entity is obligated to pay Installment Payments, as defined in the Agreement, on the dates and in the amounts set forth in the Agreement (the Governmental Entity’s obligations to pay Installment Payments are referred to in this Certificate as the “Obligations”), subject to prepayment as provided in the Agreement.

(c) The Installment Payments reflect the repayment of the Proceeds and include a designated interest component corresponding to an annual interest rate as set forth in the Agreement. The Governmental Entity does not expect to prepay any of the Obligations prior to the scheduled payment dates.

USE OF PROCEEDS; REIMBURSEMENT

3. (a) All of the Proceeds and all investment earnings thereon will be used to pay Project Costs, including costs incurred in connection with the execution and delivery of the Agreement and interest on the Obligations during the Project period.

(b) All of such costs will be incurred and expenditures made subsequent to today, except for reimbursement to the Governmental Entity for amounts (i) paid not more than 60 days prior to today, (ii) representing engineering, design and similar preliminary expenses in an aggregate amount not exceeding 20% of the principal amount of the Obligations, or (iii) otherwise in an amount not exceeding 5% percent of the Proceeds.

(c) All expenditures to be reimbursed occurred not more than 18 months prior to today. None of the Equipment was placed in service more than one year before today.

(d) All of the costs to be paid or reimbursed from Proceeds will be Capital Expenditures, and none will be Working Capital Expenditures. No portion of the Gross Proceeds will be used, directly or indirectly, to make or finance loans to two or more ultimate borrowers.

QUALIFICATION FOR TEMPORARY PERIOD

4. Work on the Project will begin, or did begin, on or about N/A. Work on the Project will proceed with due diligence, and the Equipment will be placed in service beginning on or about _____. Within 90 days of today (if it has not already done so), the Governmental Entity will enter into substantial binding obligations to third parties to spend Proceeds on Project Costs that are capital expenditures in an amount exceeding 5% of the amount financed. The Governmental Entity estimates that all the Proceeds and all the investment earnings thereon will be fully expended within _____ months from today.

INVESTMENT PROCEEDS

5. (a) Any earnings or net profit derived from the investment of the Proceeds will be used to pay additional Project Costs or interest on the Obligations not later than the date that is the later of (i) three years from today or (ii) twelve months from the date of the receipt of such earnings.

(b) After the date that is three years from today, the Governmental Entity will not invest any of the Gross Proceeds at a Yield in excess of the Yield on the Obligations.

(c) No investment will be acquired or disposed of at a cost or price that exceeds its Fair Market Value as of the acquisition date, or which is less than its Fair Market Value as of the disposition date. No portion will be invested in any investment as to which the economic return is substantially guaranteed for more than three years.

(d) No portion of the Gross Proceeds will be used, directly or indirectly, to replace funds that the Governmental Entity used (directly or indirectly) to acquire securities or obligations producing (or expected to produce) a Yield higher than the Yield on the Obligations.

NO OVER-ISSUANCE OR EXCESSIVE MATURITY

6. (a) The sum of the Proceeds and the reasonably expected investment earnings thereon does not exceed the amount reasonably expected to be required to pay Project Costs, including interest on the Obligations during the Project period and financing costs.

(b) The term of the Obligations is not longer than reasonably necessary for the governmental purposes thereof and is not longer than the expected useful life of the Equipment.

(c) In connection with the issuance of the Obligations, the Governmental Entity has not utilized any device (not described in this Certificate) which attempts to circumvent the restrictions of the Code to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage. The Governmental Entity has not attempted to increase improperly the burden on the market for tax-exempt securities (for example, by selling its obligations in larger amounts or with longer maturities, or selling them sooner, than would otherwise be necessary).

COMPLIANCE WITH REBATE REQUIREMENT

7. In the Agreement, the Governmental Entity has agreed to comply with provisions of the Code which in some circumstances require the Governmental Entity to pay some of its investment earnings to the United States, as provided in Code Section 148.

PRIVATE ACTIVITY TESTS

8. No payment on the Obligations is secured by property to be used in any private business. None of the Proceeds are to be used for any such private business use. The Governmental Entity has no leases, management contracts or other agreements with private entities or the federal government for either (a) management or operation of the Equipment, or (b) the use of designated portions of the Equipment.

QUALIFIED TAX-EXEMPT OBLIGATIONS

9. (a) None of the Obligations are “private activity bonds” within the meaning of Code Section 141. The aggregate amount of tax-exempt obligations, including the Obligations, issued and reasonably expected as of today to be issued in calendar year 2016 by (i) the Governmental Entity, (ii) all entities on behalf of which the Governmental Entity issues tax-exempt obligations, (iii) all governmental units that are “subordinate” to the Governmental Entity, within the meaning of Code Section 265(b)(3), and (iv) all entities that issue tax-exempt obligations on behalf of the same such entities, does not exceed \$10,000,000. The Governmental Entity has no reason to believe that the Governmental Entity and such other entities will issue tax-exempt obligations in 2016 in an aggregate amount that will exceed such \$10,000,000 limit.

(b) In making the statements in subparagraph (a) above, I have taken into account (i) all the Governmental Entity's departments and agencies and (ii) all political subdivisions or other entities (x) which have the power to borrow money or enter into contracts and (y) of which the Governmental Entity is a member or over which it has legal or practical control. For all of such entities, I have taken into account all bonds, bond anticipation notes, installment or lease-purchase contracts and all other obligations to pay money (excluding only current accounts payable and private activity bonds) issued or to be issued or contracted by such entities in calendar year 2016. I have not included those private activity bonds or those refunding obligations excluded from the annual \$10,000,000 calculation by Code Section 265(b)(3).

INVESTED SINKING FUNDS

10. There are no funds (a) to be held under the Agreement or (b) which are pledged as security for the Obligations (including by way of negative pledges), or which will be used to pay the Obligations, or which could be reasonably be expected to be available to pay the Obligations if the Governmental Entity were to encounter financial difficulty, other than the Project Fund referenced above. The Governmental Entity will pay the Obligations from its general funds, with there being no obligation (or expectation) on the part of the Governmental Entity or any other entity to segregate or identify any particular funds or accounts for the payment of or security for the Obligations.

MISCELLANEOUS

11. (a) No substantial part of the Equipment will be sold, no arrangement has been or will be entered into with respect to the Equipment that would be treated as a sale for federal income tax purposes, and the Governmental Entity expects to use the Equipment for its currently-intended purpose at least until the stated date for final payment of the Obligations, in all cases other than such insubstantial portions as may be disposed of in the ordinary course of business due to normal wear or obsolescence.

(b) There are no other tax-exempt bonds, notes or obligations of the Governmental Entity which have been or are expected to be issued or contracted within 20 days before or after today.

(c) None of the Proceeds will be used to make any payment on any other Governmental Entity obligation that was contracted in the exercise of the Governmental Entity's borrowing power.

(d) No portion of the Obligations is Federally Guaranteed.

REASONABLENESS; BINDING EFFECT

12. To the best of my knowledge and belief, the expectations set forth above are reasonable and the statements set forth above are correct. The Governmental Entity's covenants made as described in this Certificate are intended as binding covenants of the Governmental Entity.

WITNESS my signature this ____ day of August, 2016.

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
Finance Director

Use of Proceeds Certificate.

STATE OF NORTH CAROLINA
COUNTY OF WILSON

AFFIDAVIT OF LISA R. HEDGPETH

BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.

Lisa R. Hedgpeth

Lisa R. Hedgpeth, AVP
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.

(Seal)
OFFICIAL SEAL
Notary Public
Wilson County, North Carolina
KINSHASHA M. THOMPSON

Kinshasha M. Thompson

NOTARY PUBLIC
Printed Name: *Kinshasha M. Thompson*
My Commission Expires: 10/2/2012



Welcome
Lisa Hedgpeth

User ID

Last Login
02:31 PM - 03/27/2012 Log Out

Click any ? for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

Company Information

Company Name: BB&T

[View / Edit](#)

Company ID Number: 53929

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 223 West Nash Street

Address 2:

City: Wilson

State: NC

Zip Code: 27893

County: WILSON

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 560939887

Total Number of Employees: 10,000 and over

Parent Organization: BB&T

Administrator:

Organization Designation:

Employer Category:

NAICS Code: 521 - MONETARY AUTHORITIES - CENTRAL BANK

[View / Edit](#)

Total Hiring Sites: 30

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)



CITY OF VESTAVIA HILLS, ALABAMA
INVOICING INFORMATION SHEET

CONTRACT NUMBERS: 9901000872-00003, 00004 & 00005

CONTRACT DATE: August ____, 2016

INVOICING ADDRESS:

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON'S E-MAIL ADDRESS: _____

Please complete this form to indicate the address where we should mail reminder invoices for loan payments, and to indicate contact information should we have questions.

(Form of Governmental Entity Attorney's Opinion Letter)

(To be printed on Attorney's letterhead)

August ___, 2016

City of Vestavia Hills, Alabama

Branch Banking and Trust Company ("BB&T")
Charlotte, North Carolina

\$730,682.00 Financing Agreement for the City of Vestavia Hills, Alabama

Ladies and Gentlemen:

I have represented the City of Vestavia Hills, Alabama (the "Governmental Entity") in connection with the Governmental Entity's authorization, execution and delivery of the following:

- (1) A Financing Agreement dated as of August ___, 2016 (the "Financing Agreement"), between the Governmental Entity and BB&T; and
- (2) Three (3) Project Fund Agreements each dated as of August ___, 2016 (the "Project Fund Agreements"), between the Governmental Entity and BB&T.

In this connection, I have reviewed (a) the constitution and other applicable laws of the State of Alabama; (b) certain proceedings taken by the Governmental Entity, including a resolution (the "Resolution"), duly adopted by the City, pertaining to the authorization of the above documents and related transactions; (c) executed copies of the Financing Agreement and the Project Fund Agreements (collectively, the "Agreements"); and (d) such other information and documents as I have deemed relevant in order to render this opinion.

Based upon the foregoing, it is my opinion that:

1. The Governmental Entity is an Alabama public body duly existing pursuant to Alabama law.
2. The Governmental Entity has duly adopted the Resolution.
3. The Governmental Entity has duly authorized, executed and delivered each Agreement. Assuming the due authorization, execution and delivery of an Agreement by every other party thereto, each such Agreement constitutes a valid and binding agreement of the Governmental Entity enforceable in accordance with its terms. The enforceability of the Governmental Entity's obligations with respect to the Agreements is subject to the provisions of

bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights. The enforceability of such obligations is also subject to usual equity principles, which may limit the specific enforcement of certain remedies.

4. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the Governmental Entity's entering into the Financing Agreement, the Governmental Entity's performing its obligations thereunder or the transactions contemplated thereby. The Governmental Entity has complied with all required public bidding procedures regarding the Equipment (as defined in the Financing Agreement) and the transactions contemplated by the Financing Agreement.

5. All of the Equipment described in the Financing Agreement as intended to be financed by the Governmental Entity will be personal property when installed as expected, and no portion will be real property or a "fixture" within the meaning of the Alabama Uniform Commercial Code.

6. To the best of my knowledge after reasonable investigation, neither (a) the adoption of the Resolution, nor (b) the execution and delivery of the Agreements or the consummation of the transactions contemplated thereby, nor (c) the fulfillment of or compliance with the terms and conditions of the Agreements, breaches or violates any provision of any contract, lease, instrument or other agreement or any judgment, order or decree of any court or other governmental authority to which the Governmental Entity is a party or by which the Governmental Entity is bound. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument which, at this time, constitutes a default or which, with notice or lapse of time or both, would constitute an event of default under any such contract, lease, instrument or other agreement or any such judgment, order or decree.

7. There is no litigation or any proceeding before any governmental agency pending or, to the best of my knowledge after reasonable investigation, threatened against the Governmental Entity (or any official thereof in an official capacity) with respect to (a) the Governmental Entity's organization or existence, (b) the Governmental Entity's authority to execute and deliver the Agreements, to adopt the Resolution or to comply with the terms thereof, (c) the transactions contemplated by the Agreements and the Resolution, (d) the title to office of any Governmental Entity governing board or body member or any other Governmental Entity officer, or (e) any authority or proceedings relating to the Governmental Entity's execution or delivery of the Agreements.

Very truly yours,

RESOLUTION NUMBER 4871

A RESOLUTION APPROVING A CHANGE ORDER AND OVERHEAD CHARGES FROM FORESTRY ENVIRONMENTAL FOR ADDITIONAL WORK AT MEADOWLAWN PARK

WHEREAS, on December 15, 2015, the Vestavia Hills City Council adopted and approved Resolution 4772 with a desire to construct Meadowlawn Park authorizing the expenditure of funds consistent with, and as further clarified in Exhibit 1, a copy of which is attached to and incorporated into this Resolution Number 4871; and

WHEREAS, upon commencement of construction of said park, the City was notified by Jefferson County Environmental Services that they will require a sanitary sewer liner to be placed in a 700 linear foot section of existing sanitary sewer pipe; and

WHEREAS, the City sought quotes from approved Jefferson County Environmental Service vendors, and obtained a quote of \$42,000 from Southeast Sewer Services for the stated scope of services has been approved by Jefferson County Environmental Services and is to be included as a change order to the Forestry Environmental contract approved in Resolution 4772; and

WHEREAS, an updated funding summary as of August 17, 2016, is detailed as Exhibit 2, a copy of which is attached to and incorporated into this Resolution Number 4871 as though written fully therein.

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

1. The Vestavia Hills City Council authorizes approval of the change order and overhead charges from Forestry Environmental to accomplish the additional work as described above at an amount estimated to cost \$ 47,500, and authorizes Exhibit 2 in its entirety; and
2. The additional cost of this change order shall be funded from the Capital Reserve Fund of the City; and
3. This Resolution number 4871 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 12th day of September, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit 1

Funding Summary (as of 12/14/15)	
Cahaba Heights Park Development	
(Meadowlawn Drive)	
Funding Source	
ADEM Grant/Loan	\$ 1,190,400.00
Community Foundation of Greater Birmingham	\$ 50,000.00
Sub Total	\$ 1,240,400.00
Expenditure Summary	
Design and Property Purchase	\$ (1,029,192.87)
Site Contractor (Forestry Environmental)	\$ (452,690.00)
Site Amenities	\$ (50,000.00)
Trail and Parking Pad	\$ (50,000.00)
Subtotal	\$ (1,581,882.87)
Difference to Be Funded from Capital Reserve Fund	\$ (341,482.87)

Exhibit 2

Funding Summary (as of 8/17/16)	
Cahaba Heights Park Development (Meadowlawn Drive)	
Funding Source	
ADEM Grant/Loan	\$ 1,190,400.00
Community Foundation of Greater Birmingham	\$ 50,000.00
Sub Total	\$ 1,240,400.00
Expenditure Summary	
Design and Property Purchase	\$ (1,131,056.52)
Site Contractor (Forestry Environmental)	\$ (452,690.00)
Site Amenities	\$ (50,000.00)
Trail and Parking Pad	\$ (50,000.00)
Change Order No.1 (sanitary sewer liner)	\$ (47,500.00)
Subtotal	\$ (1,731,246.52)
Difference to Be Funded from Capital Reserve Fund	\$ (490,846.52)

ORDINANCE NUMBER 2677

AN ORDINANCE REPEALING ORDINANCE NUMBERS 97, 751 AND 1425 AND AMENDING SECTION NUMBERS 15-2 THROUGH 15-8 OF THE VESTAVIA HILLS CODE OF ORDINANCES TO REGULATE AND CONTROL ALL UTILITY CONSTRUCTION, BOTH PUBLIC AND PRIVATE, UNDER EXISTING ASPHALT AND CONCRETE SURFACES WITHIN PUBLIC RIGHTS-OF-WAY WHERE THE CITY HAS JURISDICTION IN AN EFFORT TO PROTECT THE INTEGRITY, SAFETY, AND OPERATIONAL PERFORMANCE OF THE ROADWAYS WITHIN THE CITY OF VESTAVIA HILLS

WHEREAS, on February 3, 1964, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 97 – An Ordinance fixing and prescribing fees to be charged for blasting permits and for excavation in highway, alley or street permits issued by the City of Vestavia Hills, Alabama; and

WHEREAS, on April 15, 1985, the City Council adopted and approved Ordinance Number 751 requiring developers to submit sureties for subdivision streets developed in the City; and

WHEREAS, on January 5, 1994, the City Council adopted and approved Ordinance Number 1425 – An Ordinance to Amend Ordinance Number 290 of the City of Vestavia Hills, Alabama Business License; and

WHEREAS, in the exercise of its lawful authority, the City may enact police power ordinances to promote and protect the health, safety, and welfare of the public; and

WHEREAS, issues have arisen under the standing Ordinances related to utility construction, as the means and methods used by utility companies, contractors, developers, etc. to install, adjust, repair or relocate utilities in public rights-of-way are not always in accordance with standard City specifications and therefore result in damage to the structural integrity of the public way and interference with the public’s use of the public way; and

WHEREAS, the City of Vestavia Hills Public Services Department has performed a study of the City’s existing ordinances, process and fee structure related to street cuts, as well as street cut procedures followed by other jurisdictions in an effort to develop an improved process for the City to adopt to address such issues; and

WHEREAS, the City Council finds that the repeal of prior ordinances along with the adoption of a new ordinance to regulate said operations would further enhance the health, safety,

and welfare of the public.

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

1. That in order to protect the City's roadways and the citizens that utilize them on a daily basis, the Mayor and the City Council hereby repeal Ordinance Numbers 97, 751 and 1425 and amends Section Numbers 15-2 through 15-8 of the Vestavia Hills Code of Ordinances in their entirety and shall read as follows:

“Sec. 15.2. – Street Cutting permit – Establishment of Procedure; Fee

ARTICLE 1: APPLICABILITY

These standards shall apply to all underground public and private utilities that are to be located, adjusted, repaired or relocated within the rights-of-way of roadways under the jurisdiction of the City. It shall be unlawful for any person other than an authorized officer, employee or agent of the City to make any opening, cut or excavation in or under the surface of any street, alley, sidewalk or public way on the property of the City without having first obtained a permit as provided by this Ordinance. All permanent pavement repair work is to be performed by the City or a Contractor acting on behalf of the City. It is the responsibility of the Utility Owner or Contractor to coordinate with the City Engineer on work to be performed. The Utility Owner or Contractor will be responsible for installing proper backfill, compacting appropriately, and installing a temporary asphalt repair once the utility work is complete. Upon inspection by the City, the City or Contractor acting on behalf of the City will complete the necessary paving work to repair the surface in a permanent and appropriate manner.

ARTICLE 2: APPLICATION AND FEES

Street Cut Fee

An underlying street cut fee in the amount of \$100 shall accompany a Street Cutting Permit application for utility work in City right-of-way.

Restoration Deposit

A restoration deposit is required to accompany a Street Cutting Permit application to pay for the proper restoration of asphalt or concrete that was removed. The City will be responsible for the repair, and the deposit will be used for that purpose. It will be the responsibility of the utility company or contractor making the cut to properly backfill the excavated area per City specifications and details in preparation for the new asphalt and/or new concrete to be installed.

A sketch that shows the extents and dimensions of the impacted area shall be

provided to the City Engineer prior to submission of a Street Cut permit application or, in the case of an emergency situation as identified in Section 4, upon application for a permit. The City Engineer will determine the amount of the restoration deposit per the sketch provided based on current industry costs for construction labor and materials, rounded up to the nearest hundred. **The deposit will be filed with the City Engineer.**

Any excess of such deposit over the cost required for proper restoration shall remain on deposit with the city for such time as the utility company or contractor is licensed to do business within the city and can be transferred for future restoration deposits. If the cost of restoration exceeds the amount of the deposit, the difference shall be paid by the utility company or contractor. The payment must be paid within five days of the day upon which the applicant is billed by the city for the excess amount.

Impact Fee for New Surface

Additionally, any cut made in pavement, curb or sidewalk which has been constructed or repaved less than five years from the date the permit application and fee are filed is subject to an additional impact fee that will become part of the general fund of the City. The amount of the said impact fee will be prorated according to the age of the pavement as outlined below:

Impact Fee for New Surfaces (< 5 years):	
during first 12 months after completion	\$500
during second 12 months after completion	\$400
during third 12 months after completion	\$300
during fourth 12 months after completion	\$200
during fifth 12 months after completion	\$100

Sec. 15.3. – Same - Performance

Before any Contractor shall engage in the business of making excavations in the City, he shall first obtain the proper license and execute and deposit a good and sufficient bond in the sum of \$10,000 with the City Engineer. The bond shall be executed by a corporate surety authorized to do business in the state of Alabama. The bond shall provide that the city shall be indemnified and saved harmless from all claims and liabilities arising from acts or omissions of such person and his employee, servants and agents in performing such work or from any unfaithful or inadequate work done either by him or by his employees, servants and agents, and that all work done by such person shall be performed

in a good and workmanlike manner, conforming to the specification requirements herein in addition to all other City regulations and requirements. This bond shall remain in full force and effect until 30 days after receipt by the City Engineer of written notice of the surety's intent to cancel this bond. Except with respect to liability accruing prior to the effective date of cancellation, the surety's liability on the bond shall terminate 30 days after receipt by the City Engineer of such written notice. The bond shall be submitted to the City Engineer for approval and shall be kept in the custody of the City Engineer.

Sec. 15.4. – Same – Emergency Repairs;

In the event that any sewer, main, conduit or other utility installation in or under any street, alley, sidewalk or public way shall burst, break or otherwise be in such condition as to seriously endanger persons or property, the owner of such sewer, main, conduit or other installation shall immediately repair such trouble and shall immediately take all necessary steps to make such location safe and secure. The City should be notified of any emergency work performed as soon as possible. Such owner shall not begin making any permanent repairs to such street, alley, sidewalk or public way until he meets the permit requirements as provided in this article. Such permit shall be secured within 18 hours after such break or serious trouble shall have developed, and the necessary temporary repairs to the street, alley, sidewalk or public way shall be made as directed by the City Engineer or his authorized deputy and shall be completed as soon as practical after receipt of proper permit.

Sec. 15.5 – Same – Specifications and Standards

All work shall conform to the City of Vestavia Hills guidelines for utility repair in public right-of-way. See the City of Vestavia Hills Public Works Manual and the City of Vestavia Hills Subdivision Regulations

Sec. 15.6 – RESERVED

Sec. 15.7 – Deposit of Construction Materials, etc.

It shall be unlawful for any person engaged in or responsible for the construction of any structure or the grading, clearing or maintaining of any lot within the City limits to cause or permit the depositing of soil, rocks, gravel, mud, cement, construction debris and maintenance debris on the traveled way, gutters, sidewalks or storm draining facilities of any street, alley or thoroughfare of said City at any time. The acts prohibited by this section shall include the scattering of soil, sand, cement and mud by the tires and tracts of construction vehicles.
(Ord. No. 209, § 1,7-6-71)

Sec. 15.8 – Developers of subdivisions to guarantee street improvement and construction

Developers of subdivisions in the City shall execute and deliver a written agreement and comply with the requirements, policies and procedures set forth in the City’s Public Works Manual as approved by the City’s Planning and Zoning Commission. All subdivisions shall be built in accordance with the minimum requirements set forth in said agreement and in compliance with all other terms and provisions of the Public Works Manual and the Vestavia Hills Subdivision regulations.”

2. **PENALTIES:** In addition to any other penalty imposed by the provisions of any city code or ordinance, any person or entity violating the provisions of this article shall pay all costs of restoring any street, sidewalk, alley or public way necessitated by such violation.
3. **SEVERABILITY:** If any portion of this ordinance shall be held unconstitutional, invalid or unenforceable, such holding shall not affect the remaining portions of this chapter nor render the remaining portions of this chapter invalid, and to that end the provisions hereof are declared to be severable.
4. **EFFECTIVE DATE:** The requirements set forth herein shall be effective following posting/publishing as required by Alabama law.

ADOPTED and APPROVED this the 12th day of September, 2016.

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 # 2677 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 12th day of September, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES

August 17, 2016

To: Brian Davis, Director of Public Services

From: Lori Beth Kearley, Senior Civil Engineer

RE: Street Cut Ordinance

A new Street Cut Ordinance has been prepared in order to better protect the integrity of the City's roadways. The Street Cut Ordinance will be applicable to all underground public and private utilities that are to be located, adjusted, repaired or relocated within the City rights-of-way. Through email correspondence and face-to-face meetings with both Birmingham Water Works and Alagasco, both utility companies have agreed to adhere to the new process and requirements. This will also be applicable to all other utility companies as well as contractors for private developments.

The City will enter into a contractual agreement with a paving contractor that will be responsible for handling all permanent pavement repair work associated with utility cuts. A Restoration Deposit filed by the permit applicant will be used to cover the fee for the work. The estimated square yards of utility cuts (public and private) to be repaired per year are 500 square yards. Per preliminary discussions with Smith Paving, the current unit pricing for asphalt repair work is currently \$65/square yard. Based on that, it is estimated that the cost for asphalt repair due to utility cuts is \$32,500/year. It is anticipated that the contract will extend for a period of 12 months from the date of award. As stated previously, the restoration deposits filed at the time of application are intended to fully cover the repair costs.

The project will be bid in accordance with Alabama law. The effective date of the Ordinance will be October 1, 2016.

Request for Proposal Repair of Utility Cuts in the City of Vestavia Hills Rights-of-Way

PROJECT DESCRIPTION AND SPECIFICATIONS

Purpose: The intent of this Request for Proposal and resulting contractual agreement is to obtain services of a qualified paving contractor to be readily available to provide services to the City of Vestavia Hills Public Services Department for the permanent repair of all utility cuts within the public rights-of-way.

Construction Requirements:

Contractor shall furnish all materials, supplies, equipment, fuel, tools, and perform all labor to properly complete the repair of utility cuts to meet the City of Vestavia Hills' regulations.

The permanent repair work to be completed as part of this contract is as follows:

- Removal of temporary patching and backfill material as necessary for installation of permanent asphalt or concrete surface.
- Install permanent patch (asphalt or concrete) in accordance with the City of Vestavia Hills' requirements.
- All permanent pavement patches and repairs shall be made with "in kind" materials. For example, concrete patches in concrete surfaces, full depth asphalt patches with full depth asphalt, concrete pavement with asphalt overlay patches will be expected in permanent "overlaid" concrete streets, etc. In no case is there to be an asphalt patch in concrete streets or concrete patch in asphalt streets.
- The depth of asphalt patches in asphalt streets shall typically be the depth of the existing asphalt surface, with a minimum thickness of two and a half (2.5) inches, or as specified by the City Engineer.
- Concrete pavement shall be replaced with 3,000 psi concrete to match the finish and thickness of the existing pavement, but not less than eight (8) inches thick. All concrete construction shall be protected from vehicular traffic, including contractor vehicles, until the concrete has achieved eighty (80) percent of its ultimate strength. Concrete shall be coated and sealed with a uniform application of membrane curing compound applied in accordance with manufacturer's recommendations
- Concrete pavement shall be doweled into existing concrete pavement if required by City Engineer.
- All traffic striping, markings, and legends shall be replaced in-kind.

The contractor shall make adequate provisions to assure that traffic and adjacent property owners experience a minimum of inconvenience and interruption. All traffic control shall be the responsibility of the contractor and shall be in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). All lane closures required (partial or full) shall be coordinated with both the City of Vestavia Hills Public Services Department and Police Department.

All work shall be completed in a satisfactory and timely manner. If not, this will be grounds for canceling the contract. Any unsatisfactory repair work shall be removed and properly replaced at the Contractor's expense.

Contract Period: Contract will extend for 12 months from time of awarding of this contract to the selected contractor.

Estimated Quantities: Estimated square yards of utility cuts to be repaired per year - 500 square yards.

Bond Requirements: Before any Contractor shall engage in the business of making excavations in the City, he shall first obtain the proper license and execute and deposit a good and sufficient bond in the

sum of \$10,000 with the City Engineer. The bond shall be executed by a corporate surety authorized to do business in the state of Alabama. The bond shall provide that the city shall be indemnified and saved harmless from all claims and liabilities arising from acts or omissions of such person and his employee, servants and agents in performing such work or from any unfaithful or inadequate work done either by him or by his employees, servants and agents, and that all work done by such person shall be performed in a good and workmanlike manner, conforming to the specification requirements herein in addition to all other City regulations and requirements. This bond shall remain in full force and effect until 30 days after receipt by the City Engineer of written notice of the surety's intent to cancel this bond. Except with respect to liability accruing prior to the effective date of cancellation, the surety's liability on the bond shall terminate 30 days after receipt by the City Engineer of such written notice. The bond shall be submitted to the City Engineer for approval and shall be kept in the custody of the City Engineer.

The City reserves the right to increase or decrease quantities without a change in bid price.

Bid Per Square Yard of Asphalt: _____

Bid Per Square Yard of Concrete: _____



City of Vestavia Hills, Alabama
Department of Building Safety

STREET CUTTING PERMIT APPLICATION

STREET CUTTING PERMIT # _____

ADDRESS OF CUT _____

OWNER OF PROPERTY _____

PURPOSE OF CUT _____

TYPE OF STREET	SIZE OF STREET CUT
<input type="checkbox"/> ASPHALT <input type="checkbox"/> CONCRETE	IN SQUARE FEET _____

COST OF PERMIT: \$100.00

CONTRACTOR _____

E-MAIL _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____ PHONE # _____

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT I AGREE TO COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS REGULATING STREET CUTTING. I AM THE OWNER OR AUTHORIZED TO ACT AS THE OWNER'S AGENT FOR THE HEREIN DESCRIBED WORK.

Signature of Contractor or Authorized Agent _____ *Print Name* _____ DATE _____

FOR OFFICE USE ONLY	
SITE PLAN WITH CUT DIMENSIONS _____ RESTORATION FEE _____ IMPACT FEE _____ APPROVED _____ APPROVED _____ <small>BUILDING INSPECTOR CITY ENGINEER</small> SITE INSPECTION DATE _____ BY _____	COMMENTS _____ _____ _____ _____