

**Vestavia Hills
City Council Agenda
September 12, 2016
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation –Ben Acton, Associate Pastor, Southminster Presbyterian Church
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes –August 22, 2016 (Regular Meeting); August 29, 2016 (Work Session) and August 30, 2016 (Special Meeting)

Old Business

9. 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*)
10. Resolution Number 4869 – A Resolution Approving A 2% COLA For Employees
11. Resolution Number 4870 – A Resolution Approving Financing Terms For City Vehicles Through Branch Banking And Trust Company
12. 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
13. 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

New Business

14. Certificate of Election – Ashley Curry
15. Certificate of Election – Dennis “Rusty” Weaver
16. Certificate of Election – Kimberly Cook
17. Certificate of Election – Paul J. Head
18. Certificate of Election – George Pierce
19. Resolution Number 4873 – A Resolution Approving An Alcohol License For Roshan 1 LLC D/B/A AM PM Chevron For The Off-Premise Sale Of Retail Beer And Table Wine, Executives (*public hearing*)
20. Resolution Number 4874 - A Resolution Declaring Certain Personal Property As Surplus And Directing The Donation Of Said Property
21. Resolution Number 4875 – A Resolution Accepting A Bid For Mowing Of Rights-Of-Way In The City Of Vestavia Hills, Alabama
22. Resolution Number 4876 – A Resolution Accepting A Bid For Landscape Maintenance At Vestavia Hills City Hall, The Vestavia Hills Library In The Forest And The City’s Passive Parks
23. Resolution Number 4877 – A Resolution Accepting A Bid For Pest Control Services For The City Of Vestavia Hills
24. Resolution Number 4878 – A Resolution Accepting A Bid For Street Resurfacing And Repair For The City Of Vestavia Hills
25. Ordinance Number 2680 – An Ordinance Approving The Agreement For The Renewal And Extension Of The Contract For Garbage And Trash Collection And Disposal Services For A Period Of One (1) Year At A Monthly Recurring Fee Of Nineteen And 62/100 Dollars (\$19.62) Per Residential Unit And Authorizing The Mayor And City Manager To Execute And Deliver Said Agreement For And On Behalf Of The City Of Vestavia Hills, Alabama.
26. Ordinance Number 2681 – An Ordinance Confirming And Ratifying The Levy Of The 3.15 Mill Ad Valorem Tax In The City For Public School Purposes Pursuant To Amendment No. 352 To The Constitution Of Alabama Of 1901 And A Special Election Held In The City On January 13, 1976

New Business (Unanimous Consent Requested)

27. Resolution Number 4879 – A Resolution To Authorize The City Manager To Expend Up To \$20,001 For Purchase Of Library “Making Space/Crafting” Equipment For The Vestavia Hills Library In The Forest

First Reading (No Action Taken At This Meeting)

28. Ordinance Number 2678 – An Ordinance Granting A Conditional Use Approval For The Intended Purpose Of Raising And Housing Urban Hens At 724 Paden Drive. The Property Is Vestavia Hills R-2 And Is Owned By Malcolm McLeod.
29. Ordinance Number 2679 – Rezoning – 3017 And 3029 Cahaba Heights Road; Rezone From Vestavia Hills B-3 (Business District) And Vestavia Hills O-1 (Office District) To Vestavia Hills B-1.2; Cahaba Heights Corner LLC And Bob Armstrong, Owners
30. Citizens Comments
31. Executive Session
32. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

AUGUST 22, 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
Jim St. John, Fire Chief
Marvin Green, Deputy Fire Chief
Terry Ray, Deputy Fire Chief
Keith Blanton, Building Official
Scott Key, Fire Marshal
Brian Davis, Public Services Director
George Sawaya, Asst. City Treasurer

Invocation was given by Rev. Andy Farmer, Minister of Students at Vestavia Hills Baptist Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION, CANDIDATES

- Mr. Pierce welcomed Scott Perry representing the Vestavia Hills Chamber of Commerce.

CANDIDATES

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.

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

PROCLAMATION

The Mayor presented a proclamation designating August 2016 as “Gynecological Cancer Awareness Month.” Mr. Downes read the proclamation and presented it to Ginny Bourland and Alice Laurendine, both of whom captivated the audience with explaining their respective diagnosis and fight with ovarian cancer and encouraged all women to see medical assistance if they display any symptoms of said cancer.

FINANCIAL REPORTS

Mr. Sawaya presented the financial reports for month ending July 2016. He read and explained the reports.

CITY MANAGER’S REPORT

- Mr. Downes asked Mr. Davis to give an update on the ongoing efforts to upgrade the City’s recreational programs.
 - Mr. Davis stated that the weather has slightly hindered some of the work but some of the drainage has been addressed and will be moving onto the other fields. Cage signage has been ordered and the goalposts should be received and assembled this week. Landscaping should be addressed soon and mulch installation has been completed. The City is waiting on additional parts for the shade structures.
- Mr. Downes addressed the Council on lighting along Montgomery Highway. He stated that there have been ongoing studies of the “whiteway lights” along the highway and showed a detailed spreadsheet of the current costs of lighting the

highway. He stated that the overhead lighting utility costs are \$90,000 annually with the current fixtures. There were some budgeted repairs of \$30,000 which left a current budget of \$120,000. There are two solutions to change these fixtures over to new LED lighting. One would be to allow Alabama Power to do the work and retire the cost over a period of time or allowing a private company to do the work. A sampling of expenses for a private vendor to do the work was detailed which would cause the utility costs to fall to \$3,185. However, rewiring of the poles would be required along with the fixtures estimated at a total of \$173,185 for the first year (including utility costs for the year). Upon this investigation, it was discovered that Alabama Power was overpaid \$46,485 that was recently refunded. Mr. Downes recommended a competitive process be followed in order to get the best price for the change and bring a good recommendation to the Council. Discussion ensued concerning liability, timeline for replacement, solar powered lighting, etc. However, Mr. Downes recommended more study.

COUNCILORS' REPORTS

- The Mayor reminded everyone of the municipal election to be held tomorrow. Polling hours will be 7 AM to 7 PM.
- Mr. Henley stated that the Federal Judge has signed off approvals to allow the Board of Education to purchase the formal Berry School.
- The Mayor announced a special meeting of the City Council to canvass the votes on August 30, 2016 at noon.
- If the election leaves a runoff in the one race, that election date would be October 4, 2016.
- The Mayor stated that a forum was hosted by the Cahaba Heights Community Foundation.
- The Mayor announced that Res. numbers 4866, 4869 and 4870 have been continued until September 12, 2016. There will be a work session to discuss the budget on August 29, 2016 beginning at 6 PM in the Executive Conference Room. The reason is the elections are tomorrow and there might be new Councilors and they needed to have an opportunity to have input into the proposed budget. Mr. Downes has submitted his budget and met his obligation.

APPROVAL OF MINUTES

The minutes of August 8, 2016 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of August 8, 2016 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll call vote as follows:

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

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

OLD BUSINESS

RESOLUTION NUMBER 4866

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*)

The Mayor explained that this request has been postponed until the September 12, 2016 meeting.

ORDINANCE NUMBER 2665

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*)

MOTION Motion to approve Ordinance Number 2665 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes explained that this ordinance and the following ordinances are all updates to the City's various construction building and fire codes.

Keith Blanton, Building Official and Scott Key, Fire Marshal were present to answer any questions regarding these codes.

Mr. Henley asked why these are being updated annually.

Mr. Blanton stated that they aren't updated every year, but they update as needed about every couple of years. They have been reviewing these codes for over a year and are ready to go.

Discussion ensued concerning sidewalk construction requirements, proposed amendments to the code, etc.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this matter, the Mayor closed the public hearing and called for the question:

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

ORDINANCE NUMBER 2666

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*)

MOTION Motion to approve Ordinance Number 2666 was by Mr. Pierce and second was by Mr. Ammons.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this matter, the Mayor closed the public hearing and called for the question:

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

ORDINANCE NUMBER 2667

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*)

MOTION Motion to approve Ordinance Number 2667 was by Mr. Henley and second was by Mr. Pierce.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this matter, the Mayor closed the public hearing and called for the question:

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

ORDINANCE NUMBER 2668

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*)

MOTION Motion to approve Ordinance Number 2668 was by Mr. Henley and second was by Mr. Sharp.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this matter, the Mayor closed the public hearing and called for the question:

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

ORDINANCE NUMBER 2669

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*)

MOTION Motion to approve Ordinance Number 2669 was by Mr. Pierce and second was by Mr. Ammons.

The Mayor opened the floor for a public hearing. There being no one present to address the council on this matter, the Mayor closed the public hearing and called for the question:

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

ORDINANCE NUMBER 2670

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*)

MOTION Motion to approve Ordinance Number 2670 was by Mr. Henley and second was by Mr. Pierce.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this matter, the Mayor closed the public hearing and called for the question:

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

ORDINANCE NUMBER 2671

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*)

MOTION Motion to approve Ordinance Number 2671 was by Mr. Henley and second was by Mr. Ammons.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this matter, the Mayor closed the public hearing and called for the question:

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

ORDINANCE NUMBER 2672

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*)

MOTION Motion to approve Ordinance Number 2672 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Henley clarified that this is the 2014 code. Mr. Blanton stated that that is correct.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this matter, the Mayor closed the public hearing and called for the question:

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

ORDINANCE NUMBER 2673

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)

MOTION Motion to approve Ordinance Number 2673 was by Mr. Ammons and second was by Mr. Pierce.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this matter, the Mayor closed the public hearing and called for the question:

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

NEW BUSINESS

RESOLUTION NUMBER 4868

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)

MOTION Motion to approve Resolution Number 4868 was by Mr. Sharp and second was by Mr. Henley.

The Mayor explained that the owner of this existing business is adding a café and requesting on-premise sale of beer and wine.

Mr. Smadi explained his expanding business.

Mr. Pierce asked about training for employees.

Mr. Smadi stated that they engage in the ABC training program. Some improvements and expansions have been done to the building and they are desiring to serve wings and pizza.

The Mayor opened the floor for a public hearing. There being no one to address the Council on this issue, the Mayor closed the public hearing and called for the question:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes

Mayor Zaragoza – yes

Motion carried.

RESOLUTION NUMBER 4869

Resolution Number 4869 – A Resolution Approving A 2% COLA For Employees

The Mayor explained that this request has been postponed until the September 12, 2016 meeting.

RESOLUTION NUMBER 4870

Resolution Number 4870 – A Resolution Approving Financing Terms For City Vehicles Through Branch Banking And Trust Company

The Mayor explained that this request has been postponed until the September 12, 2016 meeting.

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 September 12, 2016 at 5 PM.

- 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
- 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

CITIZEN COMMENTS

Carol Walker, 2203 Rosewood Drive, stated that she will not be here for the next meeting but wanted to express support for the proposed Ordinance Number 2677. She stated this should have been incorporated into the sidewalk master plan and this will go a long way to fix the sidewalks in various areas of the City.

Donald Harwell, 1537 Willoughby Road, commended the microphones of the City Hall and asked about the proposed whiteway lighting and whether that would include replacement of the poles that have been knocked down over the years and not replaced.

Mr. Davis stated that it would be 120 poles and they have replaced all of the footers of which they were aware.

Mr. Harwell stated that tomorrow is election day. He expressed an appreciation for all of the candidates and the time that they have devoted to this endeavor.

At 6:02 PM, Mr. Henley made a motion to adjourn; seconded by Mr. Pierce. Meeting adjourned at 6:03 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

AUGUST 29, 2016

The City Council of Vestavia Hills met in special work session on this date at 6:00 PM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the City Clerk checked the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp
Ashley Curry, Mayor-Elect
Kimberly Cook, Council-Elect

MEMBERS ABSENT:

Paul Head, Council-Elect
Rusty Weaver, Council-Elect

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Christopher Brady, City Engineer
Dan Rary, Police Chief
Kevin York, Police Captain
Jason Hardin, Police Captain
Taneisha Tucker, Library Director
Mark Salter, Fleet Services
Darrin Estes, IT Director
Jim St. John, Fire Chief
Marvin Green, Asst. Fire Chief
Terry Ray, Asst. Fire Chief

The Mayor reminded everyone of the special called meeting for tomorrow in order to canvas the votes from the August 23rd election. He indicated that this work session would be to review the City Manager's proposed budget, examine any

amendments and to allow the newly-elected members to also get acquainted with the budget and the process.

Mr. Downes explained the budget process and the highlights of the budget. He explained a new aspect of the budget to include self-insurance claim funding.

Mr. Downes then explained that the bidding process for the new sanitation contract required a longer “transition time” so the City needed to extend the current contract for a year in order to re-bid the contract and allow more time for transitioning. He stated that this would require a 2.8% increase in the budget to be offset with some one-time facility improvements to be moved to the Capital Projects Fund instead of the General Fund.

Mr. Downes, the Mayor, Council and Elect reviewed the proposed budget and Mr. Downes answered questions concerning the budget numbers and the projected revenue numbers.

Mr. Downes also gave an update on the pedestrian bridge. He explained that the request began under Dr. McCallum’s administration and has been languishing at ALDOT for a number of years for various approvals. The City has recently received word from ALDOT that the project could continue; however, they put a time requirement of commitment and found that some of the monies were re-allocated toward other projects. He indicated that Mr. Brady has found some monies to replace these, but that the City needs to give a definitive answer on the final project.

At 7:45 PM, all business concluded and the Mayor adjourned the work session.

Alberto C. Zaragoza, Jr
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

SPECIAL MEETING

MINUTES

AUGUST 30, 2016

The City Council of Vestavia Hills met in regular session on this date at 12:00 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
Ashley Curry, Mayor-Elect
Kimberly Cook, Council-Elect
Rusty Weaver, Council-Elect

MEMBERS ABSENT:

Paul Head, Council-Elect

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Wendy Dickerson, Dep. City Clerk
Dan Rary, Police Chief

Invocation was given by Mr. Sharp followed by the Pledge of Allegiance.

OLD BUSINESS

NEW BUSINESS

RESOLUTION NUMBER 4872

Resolution Number 4872 – A Resolution To Canvass The Votes For The City Of Vestavia Hills Municipal Election Held August 23, 2016

MOTION Motion to approve Resolution Number 4872 was by Mr. Pierce and second was by Mr. Henley.

The Mayor explained that the candidate election was held on August 23, 2016 and in order to allow for provisional balloting results, the canvass is required today at noon by Alabama law.

The City Clerk explained the results of the election and indicated that there were 25 provisional votes turned over to the Board of Registrars and 4 were deemed to be counted. Ms. Dickerson opened the secrecy envelope of each vote and the Clerk recorded the final vote as follows:

Mayor:

Ashley Curry	3,715
Alberto "Butch" Zaragoza, Jr.	2,772

Council, Place 1:

John Henley	2,920
Dennis "Rusty" Weaver	3,291

Council, Place 2:

Kim Benos	2,730
Kimberly Cook	3,609

Council, Place 3:

Steve Ammons	2,334
Paul J. Head	2,549
Robert de Buys	1,420

Council Place 4:

Robert "Bob" Elliott	2,083
George Pierce	4,113

She declared that the winners were Ashley Curry, Mayor; Dennis "Rusty" Weaver, Council Place 1; Kimberly Cook, Council Place 2; and George Pierce, Council Place 4. Since no single candidate received the majority of votes for Council, Place 3, then a runoff election was declared between Steve Ammons and Paul J. Head. On Thursday, August 25, 2016, Mr. Ammons submitted a written affidavit of his desire to withdraw from the runoff election. Pursuant to Alabama law, Paul J. Head was declared the winner for Council, Place 3. She asked the Mayor to obtain an amendment to reflect the final tally of the votes.

The Mayor opened the floor for a motion for an amendment to Resolution Number 4872 to reflect the final tally.

MOTION Mr. Ammons made the motion to approve the amendment for Resolution Number 4872 in order to reflect the final tally of votes. Mr. Henley seconded the motion. Roll call vote as follows:

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

The Mayor called for the question:

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

CITIZEN COMMENTS

None.

At 12:08 PM, Mr. Henley made a motion to adjourn; seconded by Mr. Pierce. Meeting adjourned at 12:08 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 \$1,194,463 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 \$1,075,017, 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 \$1,075,017 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$1,194,463 multiplied by 90% equals
\$1,075,017; 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, \$1,075,017 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 12th day of September, 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			2,000	782,250	516,000		95,000	113,973	50,000		23,273,343
COUNTY REVENUE	15,002,746			625,000								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 *	3,296,121											3,296,121
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	366,857											366,857
INFORMATION SERVICES	458,609									44,330		502,939
INSPECTION	509,323									18,359		527,682
COURT & CORRECTIONS	0					463,713						463,713
DISPATCH/E911	0				773,371							773,371
POLICE	8,206,286					93,203				298,525		8,598,014
FIRE	9,629,384									574,239		10,203,623
ENGINEERING	0											0
PUBLIC SERVICES	6,069,830	199,000	95,000	927,000						150,023	120,000	7,560,853
CITY GARAGE	294,837											294,837
PUBLIC LIBRARY	1,950,301						21,020	207,237		49,615		2,228,173
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	1,141,545	120,000	36,542,848
Excess (Deficiency) of Revenues Over (under) Expenditures	4,797,825	0	0	0	8,879	(40,916)	0	(112,237)	0	(800,895)	(120,000)	3,732,656
TRANSFERS OUT	(765,404)									(52,918)		(818,322)
TRANSFERS IN	52,918					27,128				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	(115,537)	(120,000)	(352,683)

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 12th day of September, 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 12th day of September, 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 IT 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 who utilize them on a daily basis, the Mayor and the City Council hereby repeal Ordinance Numbers 97, 751 and 1425 and amend 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 _____ _____ _____ _____

CERTIFICATE OF ELECTION

STATE OF ALABAMA

JEFFERSON COUNTY/SHELBY COUNTY

CITY OF VESTAVIA HILLS

The undersigned hereby certify that the official canvass of the votes cast in the general municipal election held in the City of Vestavia Hills, Alabama, on August 23, 2016, shows that Ashley Curry was duly elected to the Office of Mayor of the City of Vestavia Hills, Alabama, for the term commencing on the first Monday of November, 2016.

Adopted pursuant to the requirements of Sections 11-46-20 et seq. of the *Alabama Code of 1975*, as amended, this the 12th day of September, 2016.

Alberto C. Zaragoza, Jr.
Mayor

Steve Ammons
Mayor Pro-Tempore

George Pierce
Councilor

John Henley
Councilor

Jim Sharp
Councilor

CERTIFICATE OF ELECTION

STATE OF ALABAMA

JEFFERSON COUNTY/SHELBY COUNTY

CITY OF VESTAVIA HILLS

The undersigned hereby certify that the official canvass of the votes cast in the general municipal election held in the City of Vestavia Hills, Alabama, on August 23, 2016, shows that Dennis "Rusty" Weaver was duly elected to the Office of City Council, Place No. 1 of the City of Vestavia Hills, Alabama, for the term commencing on the first Monday of November, 2016.

Adopted pursuant to the requirements of Sections 11-46-20 et seq. of the *Alabama Code of 1975*, as amended, this the 12th day of September, 2016.

Alberto C. Zaragoza, Jr.
Mayor

Steve Ammons
Mayor Pro-Tempore

George Pierce
Councilor

John Henley
Councilor

Jim Sharp
Councilor

CERTIFICATE OF ELECTION

STATE OF ALABAMA

JEFFERSON COUNTY/SHELBY COUNTY

CITY OF VESTAVIA HILLS

The undersigned hereby certify that the official canvass of the votes cast in the general municipal election held in the City of Vestavia Hills, Alabama, on August 23, 2016, shows that Kimberly Cook was duly elected to the Office of City Council, Place No. 2 of the City of Vestavia Hills, Alabama, for the term commencing on the first Monday of November, 2016.

Adopted pursuant to the requirements of Sections 11-46-20 et seq. of the *Alabama Code of 1975*, as amended, this the 12th day of September, 2016.

Alberto C. Zaragoza, Jr.
Mayor

Steve Ammons
Mayor Pro-Tempore

George Pierce
Councilor

John Henley
Councilor

Jim Sharp
Councilor

CERTIFICATE OF ELECTION

STATE OF ALABAMA

JEFFERSON COUNTY/SHELBY COUNTY

CITY OF VESTAVIA HILLS

The undersigned hereby certify that the official canvass of the votes cast in the general municipal election held in the City of Vestavia Hills, Alabama, on August 23, 2016, shows that no candidate received a majority of votes for the Office of City Council, Place No. 3 and a runoff election was declared for October 4, 2016 between candidates Steve Ammons and Paul J. Head. On August 25, 2016 Steve Ammons submitted a sworn statement to withdraw from the election. Pursuant to Section 11-46-55 of the *Alabama Code of 1975*, Paul J. Head was duly elected to the Office of City Council, Place No. 3 of the City of Vestavia Hills, Alabama, for the term commencing on the first Monday of November, 2016.

Adopted pursuant to the requirements of Sections 11-46-20 et seq. of the *Alabama Code of 1975*, as amended, this the 12th day of September, 2016.

Alberto C. Zaragoza, Jr.
Mayor

Steve Ammons
Mayor Pro-Tempore

George Pierce
Councilor

John Henley
Councilor

Jim Sharp
Councilor

CERTIFICATE OF ELECTION

STATE OF ALABAMA

JEFFERSON COUNTY/SHELBY COUNTY

CITY OF VESTAVIA HILLS

The undersigned hereby certify that the official canvass of the votes cast in the general municipal election held in the City of Vestavia Hills, Alabama, on August 23, 2016, shows that George Pierce was duly elected to the Office of City Council, Place No. 4 of the City of Vestavia Hills, Alabama, for the term commencing on the first Monday of November, 2016.

Adopted pursuant to the requirements of Sections 11-46-20 et seq. of the *Alabama Code of 1975*, as amended, this the 12th day of September, 2016.

Alberto C. Zaragoza, Jr.
Mayor

Steve Ammons
Mayor Pro-Tempore

George Pierce
Councilor

John Henley
Councilor

Jim Sharp
Councilor

RESOLUTION NUMBER 4873

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR ROSHAN 1 LLC D/B/A AM PM CHEVRON;
PYARALI KESHWANI AND SEHZAD KESHWANI,
EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Roshan 1 LLC d/b/a AM PM Chevron, located at 2544 Rocky Ridge Drive, Vestavia Hills, Alabama, for the sale of 050 - Retail Beer (Off-Premises Only) and 070 - Retail Table Wine (Off-Premises Only); Pyarali Keshwani and Sehzad Keshwani, executives.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: September 1, 2016
TO: Dan Rary, Police Chief
FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 050 - Retail Beer (Off-Premises Only) and 070 - Retail Table Wine (Off-Premises Only)

Please find attached information submitted by Pyarali Keshwani and Sehzad Keshwani who request an alcohol license to sell 050 - Retail Beer (Off-Premises Only) and 070 - Retail Table Wine (Off-Premises Only) at the Roshan 1 LLC d/b/a AM PM Chevron, 2544 Rocky Ridge Drive, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 12th day of September, 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:

✓	<i>Application cleared by P.D.</i> 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>Needs further review.</i> This indicates that the Police Chief has found records of some convictions of alcohol related arrests
	<i>Does not recommend.</i> This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests

Reviewed:  _____



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160630141408961

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **D AND M LLC 205-841-8810**
 What is lessors primary business? **GAS SUPPLIER**
 Is lessor involved in any way with the alcoholic beverage business? **N/A**
 Is there any further interest, or connection with, the licensee's business by the lessor? **N/A**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **2500** Display Square Footage:
 Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
 License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
 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: 20160630141408961

Initial each

Signature page

[Signature]

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

[Signature]

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

[Signature]

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

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

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

[Signature]

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

[Signature]

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.

[Signature]

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.

[Signature]

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): *SURESH KESHWANI*

Signature of Applicant: *[Signature]*

Notary Name (print): *Wendy Abbott*

Notary Signature: *[Signature]*

Commission expires: *10-21-18*

Application Taken: *6/30/16* App. Inv. Completed:

Forwarded to District Office: *6/30/16*

Submitted to Local Government:

Received from Local Government:

Received in District Office: Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20160630141408961



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
VESTAVIA MART LLC
Address: 2544 ROCKY RIDGE DR
VESTAVIA HILLS, AL 35243
Telephone: 205-908-5575

NEW APPLICANT:
ROSHAN 1 LLC
Address: 2544 ROCKY RIDGE DR
VESTAVIA HILLS, AL 35243
Telephone: 205-979-3030

Current License No: 010648437
010648437

LICENSED PREMISES ADDRESS: 2544 ROCKY RIDGE DR VESTAVIA HILLS, AL 35243

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 30 day of June, 2016.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Sadeq Ahmed Mafkhi
Print Name: Sadeq Ahmed Mafkhi
Title: owner

SHEZAD KESHUWANI
Print Name: SHEZAD KESHUWANI
Title: MEMBER

WITNESS: (By ABC Enforcement)
Revised 9/08

Wendy Hobbs

RESOLUTION NUMBER 4874

A RESOLUTION DETERMINING THAT CERTAIN PERSONAL PROPERTY IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DIRECTING THE DONATION OF SAID SURPLUS PROPERTY

WITNESSETH THESE RECITALS

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

WHEREAS, the City has determined that it would be in the best public interest to sell said property.

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

1. The City Manager is hereby authorized to donate the above-referenced surplus personal property to another Police Department; and
2. This Resolution Number 4874 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

8/25/16

To: Rebecca Leavings

From: Sgt. Gaston, Officer Wilson

Re: Surplus City Property

Please request that the City Council deem the following property surplus at the next meeting:

- Kustom Pro 1000 radar unit, serial # 11137 and city asset sticker # 10484
- Kustom Pro 1000 radar unit, serial # 10370 and city asset sticker # 10493

Please contact me with any questions or concerns.

Thanks, Sgt. Gaston ext.#1137

Officer Wilson ext.#1110

RESOLUTION NUMBER 4875

A RESOLUTION ACCEPTING A BID FOR MOWING OF RIGHTS-OF-WAY IN THE CITY OF VESTAVIA HILLS

WHEREAS, on August 15, 2016 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for mowing rights-of-way throughout the City of Vestavia Hills; and

WHEREAS, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 26, 2016 and recommended acceptance of the bid submitted by NatureScape. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4875 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by NatureScape as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as "Exhibit B" attached to and incorporated into this Resolution Number 4875 as though written fully therein; and
3. This Resolution Number 4875 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**Vestavia Hills Public Services
1973 Merryvale Road
Vestavia Hills, Al 35216**

INTEROFFICE MEMO

Date: August 26, 2016

TO: Jeff Downes
City Manager

From: Brian Davis *fm5*
Public Service Director

RE: Mowing on Rights-of-way

On August 15, 2016 we received bids for mowing rights-of-way throughout the city. We had a pre-bid meeting and five companies attended, however only two companies submitted bids. They were as follows:

Vendor	Annual Expense	Total Contract Price
NatureScape	\$ 46,434.36	\$ 139,303.08
Turf Management Systems	\$ 54,983.00	\$ 164,949.00
The Green Team	No Bid	
Lyons Lawn & Landscaping	No Bid	
Landscape Workshop	No Bid	

It is my recommendation that we award the bid to NatureScape with a contract for a three (3) year period with an annual cost of \$46,434.36. In addition to this cost, there is a one-time cost to clear the beds at the Highway 31/I-65 interchange of \$732. Once this is done, it will be standard maintenance. The funding for this amount was budgeted in the 2017 fiscal year budget. I have included the standard agreement we have had in the past with service companies.

I have spoken to the contact for NatureScape and they have assured me that they have the capacity to perform the job to our standards. The annual amount is less than it costs the city for 2 full-time employees. This contract should allow our crews the opportunities to work on other areas of rights-of-way maintenance and avoid costly repairs to mowing equipment.

CC: Rebecca Leavings

INVITATION TO BID
CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF
VESTAVIA HILLS ON AUGUST 15, 2016
AT 9:00 AM. BIDS TO BE TURNED IN NO
LATER THAN ~~10:00~~ 9:00 AM ON THIS DATE.

DATE: July 26, 2016
BID: ROW Landscape Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

NAME OF COMPANY: NATURESCAPE, INC
PRICE*: \$46,434.36 (ANNUAL PRICE) WARRANTY: _____
DELIVERY DATE: AUGUST 15, 2016
BIDS GOOD THROUGH**: NOVEMBER 30, 2016

*See Specifications Enclosed.
**All bids must be good for a minimum of 90 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

FIRM NatureScape, Inc.
BY [Signature]
ADDRESS 159 Greenwich Drive
Pelham, AL 35124
PHONE 205.664.7774

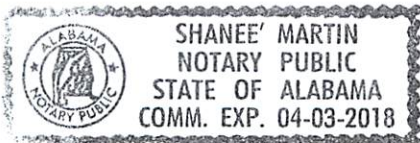
Sworn and Subscribed before me
this the 12th day of August,
2015.

[Signature]
Notary Public

My Commission Expires 04-03-2018. DATE 8/12/16

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

[Signature]
Rebecca Leavings, Purchasing Agent



STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the 12th day of September, 2016, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as “City”), and NatureScape, Inc., an Alabama corporation (hereinafter referred to as “Contractor”).

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama (“City”) invited competitive bids for mowing rights-of-ways (hereinafter referred to as “the work”), which is more particularly described in Exhibit A to Section II of this Contract; and

WHEREAS, the Contractor, NatureScape, Inc., submitted a bid for the completion of work described in the Invitation to Bid, which the City has determined to be the lowest, best and most responsible proposal received; and

WHEREAS, the City and the Contractor have agreed to the terms, provisions and conditions of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and Contractor mutually and expressly agree as follows:

I. CONTRACTOR

Contractor, NatureScape, Inc., represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

II. GENERAL STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work described on Exhibit A (consisting of 5 pages), which is attached hereto and incorporated into this contract by reference as though set out fully herein.

Contract
Page 2

III. TERM OF CONTRACT

The term of this contract shall be for a period of three (3) years beginning October 1, 2016 and ending on September 30, 2019. The effective date of this contract shall be October 1, 2016.

IV. CONTRACT PRICE

The contract price in the amount of One Hundred Thirty-nine Thousand Three Hundred Three and 08/100 Dollars (\$139,303.08) shall be paid in thirty-six (36) equal and consecutive monthly installments in the amount of Three Thousand Eight Hundred Sixty-nine and 53/100 Dollars (\$3,869.53) per month beginning on the 1st day of November, 2016 and on the first day of each month thereafter until paid in full.

V. PAYMENT OF CONTRACT PRICE

Payment of the contract prices during the periods described in Section IV above shall be paid by the City in equal and consecutive monthly installments all in accordance with the City's billing and payment policies.

VI. TERMINATION OF CONTRACT

The City shall have the right at any time to cancel and terminate this contract for any reason or no reason upon seven (7) days advance written notice to the Contractor. In such cases, Contractor will be paid for all work actually performed prior to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

VII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Contractor.

VIII. LICENSE

The Contractor shall be properly licensed prior to commencement of the work.

IX. QUALITY OF WORK

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

X. CREW INFORMATION

- A. Crews will be dressed neat. Shirts shall be worn at all times.
- B. Courtesy to persons utilizing City facilities is required at all times.
- C. Breaks will be taken individually.
- D. No "horseplay" will be tolerated on the job.
- E. All refuse from lunches and breaks will be disposed of immediately.
- F. No items of trash will be run over with mowers or weed eaters. Trash pick-up is the responsibility of the City and efforts must be made to schedule property maintenance accordingly.
- G. The Contractor shall properly supervise its employees at all times during the work performed by the Contractor. The City shall have the right to direct what work shall be performed and when. However, the Contractor shall determine and decide the methodology of the work.

XI. EQUIPMENT

- A. Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City. The City reserves the option to demand replacement of any equipment, which in its opinion has a poor operational record.
- B. Equipment will not be stored on City property.
- C. All equipment, which is to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- D. Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- E. Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

XII. SAFETY STANDARDS

A. All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.

B. Contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

C. Contractor shall schedule the work during typical work hours for related services all in accordance with City ordinances, resolutions, rules and regulations.

XIII. PROTECTION OF UNDERGROUND UTILITIES

Contractor shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Contractor damages any utility equipment or apparatus during the performance of the work, then in such event the Contractor shall be solely liable for the repair or payment of repair for said damages.

XIV. DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the contractor upon receipt of written notice to discontinue such practice.

XV. INDEPENDENT CONTRACTOR

The Contractor, NatureScape, Inc., is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama.

XVI. IMMIGRATION

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

XVII. INDEMNITY

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, as Owner, and its agents, employees and consultants, including the Mayor, elected members of the City Council, (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and

expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

XVIII. INSURANCE

Contractor agrees to obtain and maintain and keep in full force and effect during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- A. For personal injuries, including death, in an amount of not less than:
 - (i) \$500,000 for any one person occurrence
 - (ii) \$1,000,000 for any one occurrence

- B. For damage to property not belonging to Contractor (or his subcontractors) in an amount not less than:
 - (i) \$500,000 for any one accident
 - (ii) \$1,000,000 aggregate amount

- C. For personal injuries including death and/or for damages to property not belonging to Contractor (or his subcontractors) caused by automotive equipment used by Contractor (or his subcontractors) in an amount not less than:
 - (i) \$500,000 personal injury per person per occurrence
 - (ii) \$500,000 property damage per accident
 - (iii) \$1,000,000 personal injury per occurrence

- D. Workmen's Compensation, State, and Federal Statutory requirements plus:
 - (i) \$500,000 employer's liability per person

The above described insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills, Alabama and its agents, employees and consultants, including the Mayor, elected members of the City Council as additional insureds there under.

XIX. ADDITIONAL INSUREDS

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

B. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

C. Contain no exclusions of the additional insureds relative to job accidents; and

D. The policies must be on an "occurrence" basis.

XX. ADDITIONAL SERVICES

The Contractor shall perform additional work as required by the City; provided, however, that the cost of said work be negotiated by and between the City and the Contractor and mutually agreed upon by and between the parties in writing.

XXI. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City.

XXII. SUBCONTRACTORS

No proposed subcontractor shall be disapproved by the City except for cause.

The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by said subcontractors, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions for the work embraced by the project.

Nothing contained in this contract shall create any contractual relations between any subcontractor and the City.

The Contractor shall pay all subcontractors for materials and supplies installed in this project by said subcontractors and all work and labor performed by said subcontractors on said project.

XXIII. CHANGES IN WORK

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to the Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

XXIV. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonably clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

XXV. MISCELLANEOUS

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

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

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

D. CONSTRUCTION OF TERMS: The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

E. GOVERNING LAW: This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

F. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

G. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.

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

J. ENTIRE AGREEMENT: This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and NatureScape, Inc., an Alabama corporation, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the 12th day of September, 2016.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Alberto C. Zaragoza, Jr.
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:
NATURESCAPE, INC.
An Alabama Corporation

By _____
Its _____

ATTESTED

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Alberto C. Zaragoza, Jr., whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

Contract
Page 10

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

REQUIRED WORK

- a) Unless otherwise noted below, all work to be done once a week during the months of April through September, on Tuesday-Friday unless changed by inclement weather or by the direction of the Public Service Director or his designee. Work to be done twice per month from October through March.
- b) Mow; trim hedges and weed eat/trim the intersection of Cahaba River Road and Healthy Way/Blue Lake Drive on both sides of Cahaba River Road.
- c) Mow; trim hedges and weed eat/trim the right of way on both sides of the sidewalk on Morgan Drive from the intersection of Lime Rock Road and Morgan Drive (across from Fire Station #3) to the first business on the left.
- d) Mow; weed eat/trim traffic triangle at Smyer Road and Shades Crest Road
- e) Mow; weed eat/trim traffic triangle at Big Springs Road and Shades Crest Road
- f) Mow; weed eat/trim traffic triangle at Dolly Ridge Road and Cahaba Heights Road
- g) Mow; weed eat/trim traffic triangle at Vestridge Drive and Badham Drive.
- h) Mow; weed eat/trim the right of way at the intersection of Highway 31 and Columbiana Road (the ditch line to Montreat Drive and area around the entrance monument) to include the side closest to I-65 on the North bound lane of Highway 31. This will include keeping the beds weed free and trimmed. This should also include refreshing the straw in the beds two (2) times per year.
- i) Mow; weed eat/trim sidewalk area to include shrubs on Old Creek Trail from Highway 31 to Canyon Creek Lane
- j) Mow; weed eat/trim sidewalk area on Vestaview Lane from edge of Shades Mountain Baptist Church parking lot to 1745 Vestaview Lane
- k) Mow; weed eat/trim the center island on Vestaview Circle
- l) Mow; weed eat/trim sidewalk area to include the hand rail on Old Montgomery Highway from Old Creek Trail to the edge of Uhaul.
- m) Mow; weed eat/trim area at the intersection of Dolly Ridge Road and Highway 280 on the eastbound lane surrounding the monument sign.
- n) Mow; weed eat/trim right of way Sicard Hollow Road from 150 feet west of maintenance facility fence to 300 feet east of the SHAC main entrance.
- o) Mow; weed eat/trim 1621 Hayes Circle to Pizitz Drive (both sides)
- p) Mow; weed eat/trim Blind Brook Lane across from 1512 Blind Brook (cut 8' behind gutter)
- q) Mow; weed eat/trim Merryvale Road to Service Road (sidewalk side only)
- r) Mow; weed eat/trim Indian Hill Road at the Old Orchard Road Intersection (grass circle at intersection)
- s) Mow; weed eat/trim Canyon Creek Trail to Canyon Road (grass and weeds along sidewalk)
- t) Mow; weed eat/trim Old Orchard road at Mayland Lane (alley way)
- u) Mow; weed eat/trim 2125 Hickory Road (alley way)
- v) Mow; weed eat/trim 2126 Hickory Road (ditch line)
- w) Mow; weed eat/trim Shades Crest Road at Trousdale Street (alley way behind 2200 Shades Crest Road)
- x) Mow; weed eat/trim Vesthaven Way from Highway 31 to first house on both sides of road
- y) **See Alternate List A and B at the end of document for additional pricing.**
- z) Keep leaves swept up during fall in the areas.

EXHIBIT A

- aa) All work must be of high quality and must meet general grooming standards of a public facility as set by the Public Service Director or his designee.
- bb) When work is complete all sidewalks, roads, etc. must be free of clippings.
- cc) If work is unsatisfactory CONTRACTOR will be notified by the Public Service Director or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Public Service Director or his designee, there will be a 25% penalty for that month's payment.
- dd) Any damages caused to City facilities shall be repaired or replaced immediately by the CONTRACTOR.

MAINTENANCE OPERATIONS

LAWNS (I-65/Highway31 intersection):

Mowing:

- 1. Mow lawns a minimum of one (1) time per week during the growing season and as otherwise needed to maintain a neat appearance.
- 2. Lawn height shall not exceed one-half again the specified mowing height before mowing. Mow Bermuda lawn at a cutting height of one and one-half inches (1 1/2").
- 3. Bag clippings during mowing or remove immediately after mowing is performed. Dispose of clippings off site.
- 4. Immediately remove debris resulting from mowing operations from curbs, walks, drives and other surfaces.

Edging:

- 1. Edge curbs, drives, walks and areas bordering lawn a minimum of one (1) time per month during the growing season and as otherwise needed to maintain a neat appearance. At minimum, edge all areas eight (8) times per year.
- 2. Remove and dispose of off-site, all debris the same day as the areas are edged.
- 3. Edge around trees, posts, utilities, etc. at frequency stated above.
- 4. Maintain all shapes and configurations of plant beds as originally installed. Provide a clean trenched line between all lawn and mulched areas.

Weed Control (Improved Beds on Highway 31 and lawn at I-65/Highway31 intersection):

- 1. Employ mechanical or chemical measures to insure that weeds or undesirable grasses do not encroach upon or establish in lawn areas.

2. Apply contact herbicides on winter weeds in January. Spray on dormant Bermuda grass for wild onions and other winter weeds.
3. Apply pre-emergent herbicides to lawn areas to prevent crabgrass.
4. Apply post-emergent herbicides to lawn areas as required after the emergence and identification of the weed problem.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc. as necessary to maintain a manicured, neat and clean appearance.

TREES, SHRUB PLANTINGS AND BED AREAS:

Pruning:

1. Prune all ornamental plantings in accordance with standard horticultural practice to adequately maintain an attractive shape and fullness with respect to the intended character of the plant. Pruning shall be done with clean, sharp tools.
2. Prune to remove dead and/or diseased wood as it occurs throughout the year.
3. Prune or thin shrubs a minimum of two (2) times per year, once in late spring/summer and once during the winter. Problem growth will be pruned as required. Time pruning to maintain proper flowering of flowering shrubs.
4. Remove and dispose of off-site, all debris the same day it is accumulated.

Mulching:

1. Rake bed surface areas one (1) time per month minimum to maintain a fresh appearance and to remove foreign material.
2. Replenish mulch/straw one time per year minimum, typically in the spring. Replenish to the original specified depth of 2" after settlement.

Weed Control:

1. CONTRACTOR shall employ mechanical or chemical measures to ensure that weeds or undesirable plants or grasses do not encroach upon or establish in shrub areas.
2. Apply pre-emergent herbicides to shrub and bed areas to prevent summer annual broadleaf and grass-type weeds.

3. Apply contact herbicides for control of perennial broadleaf and grass-type weeds.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc., from shrub plantings and bed areas as necessary to maintain a manicured and clean appearance.

Alternate Area A

The City would like the following areas priced per cut as a whole (Entire Alternate A), with a minimum fourteen (14) cuts per year (From April through August once every 3 weeks, and from September through March at least once per month). There may be times when more is needed due to growth. Maps are following

1. Mow Crosshaven Drive to include intersections of Midland Drive
2. Mow Midland Drive, Crosby Drive, Glass Drive, Poe Drive and Fairhaven Drive
3. Mow Crosshaven Drive from Overton Road to Cahaba Heights Road.
4. Mow Bearden Drive, Bearden Court, Greendale Drive, White Oak Drive, Dale Drive, Green Valley Road, Goodwin Street and Wooten Drive
5. Mow Christopher Drive and Pipeline Road
6. Mow Mountainside Road, Ridgely Drive and North Cahaba Drive
7. Mow Cahaba Heights Road, Cahaba Drive, Ronlea Circle and Brent Drive
8. Mow Lakeside Drive, Blue Lake Drive and Elmore Drive
9. Mow Oakview Lane, Bellwood Drive, and Autumn Lane

Alternate Area B

The City would like the following areas priced per cut as a whole (Entire Alternate B), with a minimum fourteen (14) cuts per year (From April through August once every 3 weeks, and from September through March at least once per month). There may be times when more is needed due to growth. Maps are following

1. Mow Overton Road and Old Overton Road
2. Mow certain areas of River Run Subdivision

RESOLUTION NUMBER 4876

A RESOLUTION ACCEPTING A BID FOR LANDSCAPE MAINTENANCE OF THE VESTAVIA HILLS CITY HALL, THE VESTAVIA HILLS LIBRARY IN THE FOREST AND PASSIVE PARKS IN THE CITY OF VESTAVIA HILLS

WHEREAS, on July 13, 2016 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for landscape maintenance of the Vestavia Hills City Hall, the Vestavia Hills Library in the Forest and passive parks throughout the City of Vestavia Hills; and

WHEREAS, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 26, 2016 and recommended acceptance of the bid submitted by NatureScape. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4876 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by NatureScape as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as "Exhibit B" attached to and incorporated into this Resolution Number 4876 as though written fully therein; and
3. This Resolution Number 4876 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

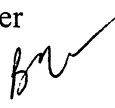
Rebecca Leavings
City Clerk

**Vestavia Hills Public Services
1973 Merryvale Road
Vestavia Hills, Al 35216**

INTEROFFICE MEMO

Date: August 26, 2016

TO: Jeff Downes
City Manager

From: Brian Davis 
Public Service Director

RE: Landscape maintenance for City Hall and other facilities

On July 13, 2016 we received bids for landscape maintenance at City Hall, the Library in the Forest, and our passive parks. There were three companies that submitted bids. They were as follows:

Vendor	Annual Expense	Total Contract Price
NatureScape	\$ 63,620.00	\$ 190,860.00
Landscape Workshop	\$ 100,094.66	\$ 300,284.00
The Ground Guys	\$ 105,083.88	\$ 315,251.64

It is my recommendation that we award the bid to NatureScape with a contract for a three (3) year period with an annual cost of \$63,620.00. The funding for this amount was budgeted in the 2017 fiscal year budget. I have included the standard agreement we have had in the past with service companies.

This will be the third contract that we have had for this service, with the exception of City Hall, which was added this year. I have spoken to the contact for NatureScape and they have assured me that they have the capacity to perform the job to our standards. The annual amount is less than it costs the city for 2 full-time employees.

CC: Rebecca Leavings

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF
VESTAVIA HILLS ON WEDNESDAY, JULY 13, 2016
AT 2:00 PM. BIDS TO BE TURNED IN NO
LATER THAN 10:00 AM ON THIS DATE.

DATE: June 14, 2016
BID: Grounds Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by the date/time listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

NAME OF COMPANY: NATURESCAPE, INC.
PRICE*: 1 year total: \$63,620.00 3 year total: \$190,860.00 WARRANTY: _____
DELIVERY DATE: JULY 13, 2016
BIDS GOOD THROUGH**: OCTOBER 15, 2016

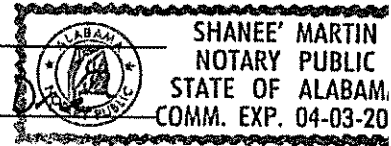
*See Specifications Enclosed.
**All bids must be good for a minimum of 90 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.
This form must be notarized.

Sworn and Subscribed before me
this the 12th day of July,
2016.

Shanee' Martin
Notary Public

FIRM Naturescape, Inc.
BY [Signature]
ADDRESS 159 Greenwich
Pelham, AL 35124
PHONE 205.664.7774



My Commission Expires 04-03-2018. DATE 7/12/2016

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

[Signature]
Rebecca Leavings, Purchasing Agent

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the 12th day of September, 2016, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as “City”), and NatureScape, Inc., an Alabama corporation (hereinafter referred to as “Contractor”).

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama (“City”) invited competitive bids for landscape maintenance at Vestavia Hills City Hall, Vestavia Hills Library in the Forest and passive parks (hereinafter referred to as “the work,”) which is more particularly described in Exhibit A to Section II of this Contract; and

WHEREAS, the Contractor, NatureScape, Inc., submitted a bid for the completion of work described in the Invitation to Bid, which the City has determined to be the lowest, best and most responsible proposal received; and

WHEREAS, the City and the Contractor have agreed to the terms, provisions and conditions of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and Contractor mutually and expressly agree as follows:

I. CONTRACTOR

Contractor, NatureScape, Inc., represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

II. GENERAL STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work described on Exhibit A (consisting of 5 pages), which is attached hereto and incorporated into this contract by reference as though set out fully herein.

III. TERM OF CONTRACT

The term of this contract shall be for a period of three (3) years beginning October 1, 2016 and ending on September 30, 2019. The effective date of this contract shall be October 1, 2016.

IV. CONTRACT PRICE

The contract price in the amount of One Hundred Ninety Thousand Eight Hundred Sixty and No/100 Dollars (\$190,860.00) shall be paid in thirty-six (36) equal and consecutive monthly installments in the amount of Five Thousand Three Hundred One and 66/100 Dollars (\$5,301.66) per month beginning on the 1st day of November, 2016 and on the first day of each month thereafter until paid in full.

V. PAYMENT OF CONTRACT PRICE

Payment of the contract prices during the periods described in Section IV above shall be paid by the City in equal and consecutive monthly installments all in accordance with the City's billing and payment policies.

VI. TERMINATION OF CONTRACT

The City shall have the right at any time to cancel and terminate this contract for any reason or no reason upon seven (7) days advance written notice to the Contractor. In such cases, Contractor will be paid for all work actually performed prior to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

VII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Contractor.

VIII. LICENSE

The Contractor shall be properly licensed prior to commencement of the work.

IX. QUALITY OF WORK

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

X. CREW INFORMATION

- A. Crews will be dressed neat. Shirts shall be worn at all times.
- B. Courtesy to persons utilizing City facilities is required at all times.
- C. Breaks will be taken individually.
- D. No "horseplay" will be tolerated on the job.
- E. All refuse from lunches and breaks will be disposed of immediately.
- F. No items of trash will be run over with mowers or weed eaters. Trash pick-up is the responsibility of the City and efforts must be made to schedule property maintenance accordingly.
- G. The Contractor shall properly supervise its employees at all times during the work performed by the Contractor. The City shall have the right to direct what work shall be performed and when. However, the Contractor shall determine and decide the methodology of the work.

XI. EQUIPMENT

- A. Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City. The City reserves the option to demand replacement of any equipment, which in its opinion has a poor operational record.
- B. Equipment will not be stored on City property.
- C. All equipment, which is to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- D. Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- E. Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

XII. SAFETY STANDARDS

A. All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.

B. Contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

C. Contractor shall schedule the work during typical work hours for related services all in accordance with City ordinances, resolutions, rules and regulations.

XIII. PROTECTION OF UNDERGROUND UTILITIES

Contractor shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Contractor damages any utility equipment or apparatus during the performance of the work, then in such event the Contractor shall be solely liable for the repair or payment of repair for said damages.

XIV. DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of written notice to discontinue such practice.

XV. INDEPENDENT CONTRACTOR

The Contractor, NatureScape, Inc., is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama.

XVI. IMMIGRATION

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

XVII. INDEMNITY

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, as Owner, and its agents, employees and consultants, including the Mayor, elected members of the City Council, (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and

expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

XVIII. INSURANCE

Contractor agrees to obtain and maintain and keep in full force and effect during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- A. For personal injuries, including death, in an amount of not less than:
 - (i) \$500,000 for any one person occurrence
 - (ii) \$1,000,000 for any one occurrence

- B. For damage to property not belonging to Contractor (or his subcontractors) in an amount not less than:
 - (i) \$500,000 for any one accident
 - (ii) \$1,000,000 aggregate amount

- C. For personal injuries including death and/or for damages to property not belonging to Contractor (or his subcontractors) caused by automotive equipment used by Contractor (or his subcontractors) in an amount not less than:
 - (i) \$500,000 personal injury per person per occurrence
 - (ii) \$500,000 property damage per accident
 - (iii) \$1,000,000 personal injury per occurrence

- D. Workmen's Compensation, State, and Federal Statutory requirements plus:
 - (i) \$500,000 employer's liability per person

The above described insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills, Alabama and its agents, employees and consultants, including the Mayor, elected members of the City Council as additional insureds there under.

XIX. ADDITIONAL INSUREDS

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

B. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

C. Contain no exclusions of the additional insureds relative to job accidents; and

D. The policies must be on an "occurrence" basis.

XX. ADDITIONAL SERVICES

The Contractor shall perform additional work as required by the City; provided, however, that the cost of said work be negotiated by and between the City and the Contractor and mutually agreed upon by and between the parties in writing.

XXI. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City.

XXII. SUBCONTRACTORS

No proposed subcontractor shall be disapproved by the City except for cause.

The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by said subcontractors, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions for the work embraced by the project.

Nothing contained in this contract shall create any contractual relations between any subcontractor and the City.

The Contractor shall pay all subcontractors for materials and supplies installed in this project by said subcontractors and all work and labor performed by said subcontractors on said project.

XXIII. CHANGES IN WORK

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to the Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

XXIV. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonably clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

XXV. MISCELLANEOUS

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

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

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

D. CONSTRUCTION OF TERMS: The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

E. GOVERNING LAW: This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

F. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

G. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.

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

J. ENTIRE AGREEMENT: This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and NatureScape, Inc., an Alabama corporation, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the 12th day of September, 2016.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Alberto C. Zaragoza, Jr.
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:
NATURESCAPE, INC.
An Alabama Corporation

By _____
Its _____

ATTESTED

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Alberto C. Zaragoza, Jr., whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

Contract
Page 10

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

Required Work

- a) All work to be done once a week during the months of March through September, on Tuesday-Friday unless changed by inclement weather or by the direction of the Parks and Recreation Director or his designee. Work to be done twice per month from October through February.
- b) Mow; trim hedges and weed eat/trim entire park common areas at McCallum Park, Byrd Park, and Shallowford Park.
- c) Mow; trim hedges and weed eat/trim the bank from Andy's Nursery along the sidewalk to the end of the sidewalk behind Town Village. On the side away from the creek to the home owners' property line, and on the side toward the creek 8 to 10 feet. This should be done monthly no later than the 14th of each month. Once per year in March, the area from the side walk to the creek behind the Glenn should be cut back to no higher than 8 inches.
- d) Cut the brush and remove the privet once per year during the month of March from the sidewalk to the creek behind the Glen.
- e) Parking islands and common areas inside the fence at Sicard Hollow Athletic Complex (SHAC) to include the grass hill between the upper and lower fields, and the entryways into the complex. This should include keeping grass on the area and the beds refreshed monthly.
- f) Mow; edge, maintain beds at City Hall and Police Station to include bed cover, perennials, annuals, and edging/trimming, as well as weed control in all landscaping within the beds, grass areas, and lawns.
- g) Edge curbing in all areas where curbing exists.
- h) Keep leaves swept up during fall in the areas.
- i) All work must be of high quality and must meet general grooming standards of a public facility as set by the Parks and Recreation Superintendent or his designee.
- j) When work is complete all sidewalks, roads, etc must be free of clippings.
- k) If work is unsatisfactory the CONTRACTOR will be notified by the Parks and Recreation Superintendent or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Parks and Recreation Superintendent or his designee, there will be a 25% penalty for that month's payment.
- l) Any damages caused to City facilities shall be repaired or replaced immediately by the CONTRACTOR.

MAINTENANCE OPERATIONS

LAWNS:

Mowing:

1. Mow lawns a minimum of one (1) time per week during the growing season and as otherwise needed to maintain a neat appearance.
2. Lawn height shall not exceed one-half again the specified mowing height before mowing. Mow Bermuda lawn at a cutting height of one and one-half inches (1 1/2").
3. Bag clippings during mowing or remove immediately after mowing is performed. Dispose of clippings off site.
4. Immediately remove debris resulting from mowing operations from curbs, walks, drives and other surfaces.

Edging:

1. Edge curbs, drives, walks and areas bordering lawn a minimum of one (1) time per month during the growing season and as otherwise needed to maintain a neat appearance. At minimum, edge all areas eight (8) times per year.
2. Remove and dispose of off-site, all debris the same day as the areas are edged.
3. Edge around trees, posts, utilities, etc. at frequency stated above. Do not use a weed eater around trees and shrubs.
4. Maintain all shapes and configurations of plant beds as originally installed. Provide a clean trenched line between all lawn and mulched areas.

Fertilization/Lime Application (McCallum Park and City Hall Complex):

1. Mechanically fertilize lawns in accordance with the specific needs of the turf to maintain a healthy and vigorous condition.
2. Apply fertilizer three (3) times a year minimum, once in spring (April) and once in early summer (June) with a fertilizer analysis reflecting Soil Test Report, and once in fall (September) with a low nitrogen fertilizer.
3. Apply lime once a year in the spring. Application rate shall conform to the Soil Test Reports to maintain a soil Ph of 6.5.

Insect and Disease Control:

1. Inspect all lawns for indications of insect infestation and disease once per week.
2. Apply insecticides, pesticides or fungicides as required to control identified conditions. Use manufacturer's recommended rates of application and precautions.

Weed Control (City Hall/Police Station):

1. Employ mechanical or chemical measures to insure that weeds or undesirable grasses do not encroach upon or establish in lawn areas.
2. Apply contact herbicides on winter weeds in January. Spray on dormant Bermuda grass for wild onions and other winter weeds.
3. Apply pre-emergent herbicides to lawn areas to prevent crabgrass (February and September if not over seeding with winter rye).
4. Apply post-emergent herbicides to lawn areas as required after the emergence and identification of the weed problem.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc. as necessary to maintain a manicured, neat and clean appearance.

SHRUB PLANTINGS AND BED AREAS:

Pruning:

1. Prune all ornamental plantings in accordance with standard horticultural practice to adequately maintain an attractive shape and fullness with respect to the intended character of the plant. Pruning shall be done with clean, sharp tools.
2. Prune to remove dead and/or diseased wood as it occurs throughout the year.
3. Prune or thin shrubs a minimum of two (2) times per year, once in late spring/summer and once during the winter. Problem growth will be pruned as required. Time pruning to maintain proper flowering of flowering shrubs.
4. Remove and dispose of off-site, all debris the same day it is accumulated.

Mulching/Straw:

1. Rake bed surface areas one (1) time per month minimum to maintain a fresh appearance and to remove foreign material.
2. Replenish mulch/straw two (2) times a year minimum, once in the spring and once in the fall. Replenish to the original specified depth of 2" after settlement.

Fertilization:

1. Fertilize ornamental plantings and bed areas in accordance with the specific needs of the plants to maintain a healthy and vigorous condition.
2. Apply fertilizer two (2) times a year minimum with a fertilizer analysis confirming to Soil Test Reports. Spread fertilizer around the base of the plant and work into soil by hand. Thoroughly water all plantings immediately following fertilizer application.

Insect and Disease Control:

1. Inspect all ornamental plant material once every two (2) weeks to ensure against insect infestations or diseases.
2. Apply insecticides, pesticides or fungicides as required for effective control of identified conditions. Use manufacturer's recommended rates of application and precautions.

Weed Control:

1. CONTRACTOR shall employ mechanical or chemical measures to ensure that weeds or undesirable plants or grasses do not encroach upon or establish in shrub areas.
2. Apply pre-emergent herbicides to shrub and bed areas to prevent summer annual broadleaf and grass-type weeds.
3. Apply contact herbicides for control or perennial broadleaf and grass-type weeds.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc., from shrub plantings and bed areas as necessary to maintain a manicured and clean appearance.

TREES:

Pruning:

1. Remove all sucker growth (shoots that sprout out around base of tree trunk) as required.
2. Prune to remove all dead, broken or diseased branches or wood as it occurs throughout the year.
3. Remove and dispose of off-site, all debris the same day it is accumulated.

Mulch/Straw:

Replenish mulch/straw as required to maintain the original specified depth of two inches (2") after settlement two (2) times a year minimum.

Fertilization:

1. Trees are to be deep-root fed each spring using fertilizer formulated for this purpose and having an N, P and K analysis of 10-10-10.
2. Bore one and one-half inch diameter by 18 to 24 inch depth holes at the drip line of each tree. Bore 8 to 10 holes per tree. Apply fertilizer at the rate of one cup per inch of caliper, equally distributed fertilizer to all holes. Fill each hole with water following fertilizer application. Cover holes with soil upon completion.

Insecticides and Disease Control:

1. Inspect all trees once per month to ensure against insect infestations or diseases.
2. Apply insecticides, pesticides or fungicides as required for effective control of identified conditions. Use manufacturer's recommended rates of application and precautions.

RESOLUTION NUMBER 4877

**A RESOLUTION ACCEPTING A BID FOR PEST CONTROL SERVICES
FOR FACILITIES OWNED BY THE CITY OF VESTAVIA HILLS**

WHEREAS, on June 30, 2016 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for pest control services for facilities owned by the City of Vestavia Hills; and

WHEREAS, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 26, 2016 and recommended acceptance of the bid submitted by Knox Pest Control. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4877 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Knox Pest Control as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as "Exhibit B" attached to and incorporated into this Resolution Number 4877 as though written fully therein; and
3. This Resolution Number 4877 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**Vestavia Hills Public Services
1973 Merryvale Road
Vestavia Hills, Al 35216**

INTEROFFICE MEMO

Date: August 26, 2016

TO: Jeff Downes
City Manager

From: Brian Davis *BD*
Public Service Director

RE: Pest Control

On June 30, 2016 we received bids for city wide pest control in our city owned facilities. There were four companies that submitted bids. They were as follows:

Vendor	Monthly	Annually
Knox	\$ 352.00	\$ 4,224.00
American	\$ 506.67	\$ 6,080.00
Bad Bug	\$ 485.00	\$ 5,820.00
Mr. Buggs	\$ 403.00	\$ 4,836.00

It is my recommendation that we award the bid to Knox Pest Control with a contract for a three (3) year period with an annual cost of \$4,224.00. The funding for this amount was budgeted in the 2017 fiscal year budget. I have included the standard agreement we have had in the past with service companies.

In the same way our HVAC service has saved the city expenses by merging multiple departments into one single contract, pest control seems to have been the same. By consolidating this service, we were able to save approximately \$3,000 for the city.

CC: Rebecca Leavings

INVITATION TO BID
CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF
VESTAVIA HILLS ON June 30, 2016
AT 10:00 AM. BIDS TO BE TURNED IN NO
LATER THAN 10:00 AM ON THIS DATE.

DATE: June 6, 2016
BID: Pest Control Bid

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by the date/time listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

NAME OF COMPANY: KNOX PEST CONTROL
PRICE*: \$352.00 MONTHLY (4224.00 ANNUALLY)
PRICE PER SF FOR TERMITE INFESTATION: \$4.00 ^{LFOT} FOR ENTIRE FACILITY -
\$200 MINIMUM FOR SPOT
BIDS GOOD THROUGH**: OCT 2016

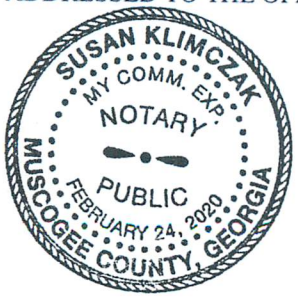
*See Specifications Enclosed.
**All bids must be good for a minimum of 90 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.
This form must be notarized.

FIRM KNOX PEST CONTROL
BY Linda Shelton
ADDRESS PO Box 870 (Corporate)
FORTSON, GA 31808
PHONE 706-660-1577 X217
Sworn and Subscribed before me
this the 8 day of June,
2016.
Susan Klimczak
Notary Public

My Commission Expires 2-24-20 DATE 6-8-16

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.



Rebecca Leavings
Rebecca Leavings, Purchasing Agent

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the 12th day of September, 2016, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as “City”), and Knox Pest Control (hereinafter referred to as “Contractor”).

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama (“City”) invited competitive bids for city-wide pest control in City owned facilities (hereinafter referred to as “the work”), which is more particularly described in Exhibit A to Section II of this Contract; and

WHEREAS, the Contractor, Knox Pest Control, submitted a bid for the completion of work described in the Invitation to Bid, which the City has determined to be the lowest, best and most responsible proposal received; and

WHEREAS, the City and the Contractor have agreed to the terms, provisions and conditions of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and Contractor mutually and expressly agree as follows:

I. CONTRACTOR

Contractor, Knox Pest Control, represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

II. GENERAL STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work described on Exhibit A (consisting of 2 pages), which is attached hereto and incorporated into this contract by reference as though set out fully herein.

III. TERM OF CONTRACT

The term of this contract shall be for a period of three (3) years beginning October 1, 2016 and ending on September 30, 2019. The effective date of this contract shall be October 1, 2016.

IV. CONTRACT PRICE

The contract price in the amount of Twelve Thousand Six Hundred Seventy-two and No/100 Dollars (\$12,672.00) shall be paid in thirty-six (36) equal and consecutive monthly installments in the amount of Three Hundred Fifty-two and No/100 Dollars (\$352.00) per month beginning on the 1st day of November, 2016 and on the first day of each month thereafter until paid in full.

V. PAYMENT OF CONTRACT PRICE

Payment of the contract prices during the periods described in Section IV above shall be paid by the City in equal and consecutive monthly installments all in accordance with the City's billing and payment policies.

VI. TERMINATION OF CONTRACT

The City shall have the right at any time to cancel and terminate this contract for any reason or no reason upon seven (7) days advance written notice to the Contractor. In such cases, Contractor will be paid for all work actually performed prior to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

VII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Contractor.

VIII. LICENSE

The Contractor shall be properly licensed prior to commencement of the work.

IX. QUALITY OF WORK

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

X. CREW INFORMATION

- A. Crews will be dressed neat. Shirts shall be worn at all times.
- B. Courtesy to persons utilizing City facilities is required at all times.
- C. Breaks will be taken individually.
- D. No "horseplay" will be tolerated on the job.
- E. All refuse from lunches and breaks will be disposed of immediately.
- F. No items of trash will be run over with mowers or weed eaters. Trash pick-up is the responsibility of the City and efforts must be made to schedule property maintenance accordingly.
- G. The Contractor shall properly supervise its employees at all times during the work performed by the Contractor. The City shall have the right to direct what work shall be performed and when. However, the Contractor shall determine and decide the methodology of the work.

XI. EQUIPMENT

- A. Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City. The City reserves the option to demand replacement of any equipment, which in its opinion has a poor operational record.
- B. All equipment, which is to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- C. Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.

XII. SAFETY STANDARDS

- A. All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- B. Contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

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C. Contractor shall schedule the work during typical work hours for related services all in accordance with City ordinances, resolutions, rules and regulations.

XIII. PROTECTION OF UNDERGROUND UTILITIES

Contractor shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Contractor damages any utility equipment or apparatus during the performance of the work, then in such event the Contractor shall be solely liable for the repair or payment of repair for said damages.

XIV. DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the contractor upon receipt of written notice to discontinue such practice.

XV. INDEPENDENT CONTRACTOR

The Contractor, Knox Pest Control, is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama.

XVI. IMMIGRATION

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

XVII. INDEMNITY

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, as Owner, and its agents, employees and consultants, including the Mayor, elected members of the City Council, (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

XVIII. INSURANCE

Contractor agrees to obtain and maintain and keep in full force and effect during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- A. For personal injuries, including death, in an amount of not less than:
 - (i) \$500,000 for any one person occurrence
 - (ii) \$1,000,000 for any one occurrence

- B. For damage to property not belonging to Contractor (or his subcontractors) in an amount not less than:
 - (i) \$500,000 for any one accident
 - (ii) \$1,000,000 aggregate amount

- C. For personal injuries including death and/or for damages to property not belonging to Contractor (or his subcontractors) caused by automotive equipment used by Contractor (or his subcontractors) in an amount not less than:
 - (i) \$500,000 personal injury per person per occurrence
 - (ii) \$500,000 property damage per accident
 - (iii) \$1,000,000 personal injury per occurrence

- D. Workmen's Compensation, State, and Federal Statutory requirements plus:
 - (i) \$500,000 employer's liability per person

The above described insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills, Alabama and its agents, employees and consultants, including the Mayor, elected members of the City Council as additional insureds there under.

XIX. ADDITIONAL INSUREDS

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

- A. The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

- B. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

- C. Contain no exclusions of the additional insureds relative to job accidents; and

- D. The policies must be on an "occurrence" basis.

XX. ADDITIONAL SERVICES

The Contractor shall perform additional work as required by the City; provided, however, that the cost of said work be negotiated by and between the City and the Contractor and mutually agreed upon by and between the parties in writing.

XXI. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City.

XXII. SUBCONTRACTORS

No proposed subcontractor shall be disapproved by the City except for cause.

The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by said subcontractors, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions for the work embraced by the project.

Nothing contained in this contract shall create any contractual relations between any subcontractor and the City.

The Contractor shall pay all subcontractors for materials and supplies installed in this project by said subcontractors and all work and labor performed by said subcontractors on said project.

XXIII. CHANGES IN WORK

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to the Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

XXIV. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonably clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

XXV. MISCELLANEOUS

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

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

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

D. CONSTRUCTION OF TERMS: The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

E. GOVERNING LAW: This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

F. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

G. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.

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

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J. ENTIRE AGREEMENT: This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and Knox Pest Control have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the 12th day of September, 2016.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Alberto C. Zaragoza, Jr.
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:
KNOX PEST CONTROL

By _____
Its _____

ATTESTED

By _____

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**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Alberto C. Zaragoza, Jr., whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Knox Pest Control, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said Knox Pest Control.

Given under my hand and official seal, this the 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

Required Work

SCOPE OF WORK

- a) Pest control service is to cover the actual performance of insect and rodent control work in accordance with the following specifications.
 1. The control of roaches.
 2. The control of rats and mice inside and outside. Should normal treatment methods (sticky traps, etc.) not work, the contractor will be responsible for whatever means are required to eliminate the rodents.
 3. The control of ants (inside and outside where anthills are within 10 ft. of outside wall), silverfish, crickets, gnats, fruit flies, spiders and water bugs.
- b) The word control is defined as the elimination and prevention of re-infestation within practical limits.

Company is requested to provide a price to spot treat for any active termite occurrence on a per square foot basis on an as needed basis. **This shall be \$4 per linear foot with a \$200 minimum per occurrence.**

MATERIALS

- a) The materials used in pest control work shall conform to Federal, State, and Local Ordinances and Laws, and shall be acceptable to the City of Vestavia Hills.
- b) Rodenticides shall be used with all due precaution to prevent the possibility of accident to humans and domestic pets. They shall be acceptable to the City of Vestavia Hills.
- c) Special care shall be exercised in the use of liquid insecticides in areas having an asphaltic, mastic, or linoleum floor surface.

SCHEDULE

Monthly

- a) Exterminating company shall service the premises once each month. All areas requiring attention shall be treated in order to achieve effective insect and rodent control. Special attention and care are to be given to kitchen areas and food storage areas.
- b) Exterminating company shall make additional visits and treatments as they are deemed necessary at no additional cost to the City. Such service calls shall be made promptly (within 24 hours of receipt of call) when requested by a designated representative of the City of Vestavia Hills.
- c) All services, regular and special, shall be rendered at such times as shall not interfere with employees and other persons on or about the premises. Successful bidder will be required to coordinate access to secured areas with the department controlling those areas.

LOCATIONS

- a) City Hall Complex 1032 Montgomery Highway
- b) Library in the Forest 1221 Montgomery Highway
- c) All buildings at Wald Park 1973 Merryvale Road
- d) All buildings at Liberty Park Sports Complex 4700 Sicard Hollow Road
- e) All buildings at Sicard Hollow Athletic Complex 4851 Sicard Hollow Road
- f) All buildings at Cahaba Heights Sports Complex 4405 Dolly Ridge Road (behind the Cahaba Heights Elementary School)

- g) New Merkle House 4405 Dolly Ridge Road
- h) Fire Station #1 509 Montgomery Highway
- i) Fire Station #2 2925 Columbiana Road
- j) Fire Station #3 3201 Morgan Drive
- k) Fire Station #4 13041 Liberty Parkway
- l) Fire Station #5/Police Substation 3241 Cahaba Heights Road

RESOLUTION NUMBER 4878

**A RESOLUTION ACCEPTING A BID FOR STREET RESURFACING
AND REPAIR IN THE CITY OF VESTAVIA HILLS**

WHEREAS, on August 11, 2016 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for street repair and resurfacing in the City of Vestavia Hills; and

WHEREAS, the City Engineer has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated September 6, 2016 and recommended acceptance of the bid submitted by Dunn Construction Company. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4878 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the City Engineer and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Dunn Construction Company as detailed in attached Exhibit A and recommended by the City Engineer, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as "Exhibit B" attached to and incorporated into this Resolution Number 4878 as though written fully therein; and
3. This Resolution Number 4878 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

September 6, 2016

To: Jeff Downes, City Manager
CC: Brian Davis, Director of Public Services
From: Christopher Brady, City Engineer
RE: 2016-19 Street Repair and Resurfacing

On August 11th we received three bids for our 3-year Street Resurfacing contract. Please see attached bid summary.

Based on this bid, we recommend award of the contract to go to Dunn Construction Company.

Please let me know if questions.

Sincerely,
-Christopher



City of Vestavia Hills
 2016-19 Street Repair and Resurfacing
 BID OPENING: August 11, 2016, 10am

BID TABULATION

item	unit	bid qty	MidSouth Paving		Wiregrass		Dunn Construction	
			unit price	total	unit price	total	unit price	total
Seal**	ton	34,000	\$ 91.14	\$ 3,098,760.00	\$ 110.00	\$ 3,740,000.00	\$ 79.00	\$ 2,686,000.00
Binder**	ton	350	\$ 119.71	\$ 41,898.50	\$ 175.00	\$ 61,250.00	\$ 102.00	\$ 35,700.00
G-treatment**	sy	50,000	\$ 4.98	\$ 249,000.00	\$ 4.00	\$ 200,000.00	\$ 3.20	\$ 160,000.00
Tack Coat**	gal	28,000	\$ 3.48	\$ 97,440.00	\$ 5.75	\$ 161,000.00	\$ 3.50	\$ 98,000.00
Milling	ton	35,000	\$ 33.31	\$ 1,165,850.00	\$ 48.50	\$ 1,697,500.00	\$ 34.25	\$ 1,198,750.00
Striping	mi	10	\$ 2,985.35	\$ 29,853.50	\$ 4,500.00	\$ 45,000.00	\$ 3,311.00	\$ 33,110.00
Temp. Striping	mi	10	\$ 1,047.49	\$ 10,474.90	\$ 1,500.00	\$ 15,000.00	\$ 1,155.00	\$ 11,550.00
Permanent Markings	sf	5,000	\$ 7.33	\$ 36,650.00	\$ 5.00	\$ 25,000.00	\$ 8.10	\$ 40,500.00
Traffic Loops	lf	4,500	\$ 4.60	\$ 20,700.00	\$ 5.00	\$ 22,500.00	\$ 4.10	\$ 18,450.00
Raise Manholes	ea	100	\$ 127.63	\$ 12,763.00	\$ 225.00	\$ 22,500.00	\$ 175.00	\$ 17,500.00
Valve Box Resets	ea	50	\$ 58.02	\$ 2,901.00	\$ 75.00	\$ 3,750.00	\$ 30.00	\$ 1,500.00
Total Bid Price				\$ 4,766,290.90		\$ 5,993,500.00		\$ 4,301,060.00
Bid Bond?			X yes	no	X yes	no	X yes	no
Contractor's License Number?			X yes	no	X yes	no	X yes	no
Bid document notarized?			X yes	no	X yes	no	X yes	no

** Bid amounts for bituminous materials shall be adjusted per the Asphalt Index published monthly by ALDOT.

INVITATION TO BID

**CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216**

BIDS FOR STREET RESURFACING FOR A
PERIOD OF 3 YEARS TO BE OPENED
ON AUGUST 11, 2016 AT 10:00 AM.
BIDS TO BE TURNED IN NO
LATER THAN 10:00 AM ON THIS DATE.

DATE OF INVITATION TO BID:
JULY 22, 2016

BID: STREET RESURFACING
FOR A PERIOD OF 3 YEARS

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Vestavia Hills City Hall until the above time and date, and opened at 10:00 a.m. on August 11, 2016, in the Chambers of the City Council in the Vestavia Hills City Hall situated at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered. A non-mandatory pre-bid meeting will be held in the Chambers of the City Council in the Vestavia Hills City Hall at 10:00 AM on August 8, 2016. Determination of the lowest responsible and responsive bidder and consideration of acceptance of the bid will be considered by the City Council of the City of Vestavia Hills, Alabama at a public hearing to be conducted at its next regularly scheduled or special meeting.

NAME OF COMPANY: Dunn Construction Company, Inc.


PRICE*: ***SEE ATTACHED BID SHEETS*** WARRANTY: 1 Year

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

FIRM Dunn Construction Company, Inc.

Sworn and Subscribed before me
this the 11th day of August,
2016.

BY 

ADDRESS 3905 Airport Highway
Birmingham, AL 35222


Notary Public

PHONE 205-592-3866

My Commission Expires _____ DATE August 11, 2016

ALL BIDDERS MUST USE BID FORMS PROVIDED IN THIS PACKAGE. COMPLETE TYPED OR IN INK. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

Rebecca Leavings, Purchasing Agent
Submitted _____, 2016

CITY OF VESTAVIA HILLS

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as principal or principals is/or named herein and that no other person that herein mentioned has any interest in this bid or in the contract to be entered into; that this bid is made without connection with any person, company or parties making a bid and that it is in all respects fair and in good faith, without collusion or fraud.

The bidder further declares that bidder has examined the site of the work and informed bidder fully in regard to all conditions pertaining to the place where the work is to be done; that bidder has examined the contract documents for the work and has read all special conditions furnished prior to the opening of bids; that bidder has satisfied bidder relative to the work to be performed. The bidder further declares that bidder fully understands that the City of Vestavia Hills has put forth a good-faith effort of estimating the approximate amount of quantities for the seal, binder, G-treatment, Tack Coat, Milling, Striping, Temporary Striping, Permanent Markings (Stop Bars and Crosswalks), Traffic Loops, Raise Manholes, Valve Resets, etc. The bidder acknowledges and agrees that the final quantities may vary.

The bidder proposes and agrees, if this bid is accepted, to contract with the City of Vestavia Hills, Alabama, in the form of contracts attached hereto, to furnish all necessary materials, equipment, tools, machinery apparatus, means of transportation, and labor necessary to complete the construction of Street Repair and Resurfacing in full; and complete in accordance with shown, noted, described and reasonable intended requirements of the contract documents, to the full and entire satisfaction of the City of Vestavia Hills, Alabama.

The successful bidder will be awarded a 3-year contract; agrees to have all work completed within 90 days of submission of paving needs, and agrees to commence work with an adequate force and sufficient equipment to complete the work within the allotted time, at the unit prices hereinafter named (with said pricing adjustments pursuant to Page 5-6 of this bid).

The bidder to whom the award is made shall enter into a written contract on the form included in the proposal, plans and specifications, furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required by subsection (a) of Section 39-1-1, *Code of Alabama, 1975*, and provide evidence of insurance as required by the bid documents within the period specified or, if no period is specified, within 15 days after the prescribed forms have been presented to bidder for signature. If extenuating circumstances prevail, the awarding authority may grant an extension in time not exceeding five days for the return of the contract, required bonds and required evidence of insurance.

The City shall approve the contractor's bonds meeting the requirements as set forth above and the contractor's evidence of insurance meeting the requirements of the bid documents, as well as complete the execution of the contract, within 20 days after their presentation by the contractor unless the successful contractor agrees in writing to a longer period.

A proceed order shall be issued by the City within 15 days after final execution of the contract by the City, unless both parties agree in writing to a stipulated extension of time for the issuance of a proceed order.

Should the successful bidder or bidders to whom a contract is awarded fail to execute a contract and furnish acceptable contract securities and evidence of insurance as required by law within the period as set forth above, the City shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the proposal of the next lowest bidder. If no other bids are received, the full amount of the proposal

guaranty shall be so retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the City.

ALABAMA PUBLIC WORKS LAW

Alabama law regarding the letting, execution and administration of public improvements contracts (“public works”) by municipalities is set forth in Title 39, Chapters 1 through 5, of the *Code of Alabama, 1975*. The Alabama Public Works Law regarding public works construction projects provides, among other things, as follows:

A. PUBLIC WORKS LAW: A public works project is the expenditure of public funds on real estate owned by the City or on a structure attached to that real estate. Section 39-2-1, *Code of Alabama, 1975*, defines “public works” as:

“The construction, repair, renovation or maintenance of public buildings, structures, sewers, water works, roads, bridges, docks, underpasses and viaducts, as well as any other improvement to be constructed, repaired, renovated or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.”

B. BIDDING ON PUBLIC WORKS PROJECTS: Alabama now provides that all public works projects shall be governed by Title 39-2-1, et seq., *Code of Alabama, 1975*. Simply stated, those laws provide as follows:

1. Public works projects involving expenditures of \$50,000 or less do not have to be bid; and

2. Public works projects involving more than \$50,000.00 must be bid; and

3. For public works contracts between \$50,000.00 and \$500,000.00, a City must publish notice of the request for bids at least once in a newspaper of general circulation published in the city; and

4. For contracts involving expenditures of more than \$500,000.00 for public works, a City must also advertise for sealed bids at least once in three newspapers of general circulation throughout the State of Alabama.”

C. BID BOND: All contractors that submit a bid on a public works construction project must file a bid bond with the bid.

1. **Requirement:** Alabama law at Title 39-2-4, *Code of Alabama, 1975*.

2. **Amount:** Not less than five percent (5%) of the estimated cost or more than Fifty Thousand Dollars (\$50,000.00).

3. **Purpose:** A guarantee by the contractor that it will perform the work for the amount of the bid.

D. PERFORMANCE BOND: Any contractor entering into a contract with the City for a public works project shall, before commencing work, execute a performance bond.

1. **Requirement:** Alabama law at Title 39-1-1(a), *Code of Alabama, 1975*.
2. **Amount:** One hundred percent (100%) of the amount of the contract price.
3. **Purpose:** To guarantee completion of the work.

E. PAYMENT BOND: All contractors entering into a contract with the City for any public works project shall, before commencing the work, execute a payment bond.

1. **Requirement:** Alabama law at Title 39-1-1(a) and (b), *Code of Alabama, 1975*.
2. **Amount:** Not less than fifty percent (50%) of the contract price.
3. **Purpose:** If the general contractor does not pay its subcontractors, then in such event the subcontractors or other people who have furnished labor, materials or supplies for the prosecution of the work can file a claim for payment under the payment bond.

F. BIDS AND BIDDING; AWARD: The contract shall be awarded to the lowest responsible and responsive bidder, unless the awarding authority finds that all the bids are unreasonable or that it is not to the interest of the awarding authority to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsible bidder is one who submits a bid that complies with the terms and conditions of the invitation for bids. Minor irregularities in the bid shall not defeat responsiveness. The bidder to whom the award is made shall be notified by telegram, confirmed facsimile, or letter at the earliest possible date. If the successful bidder fails or refuses to sign the contract, to make bond as provided in this chapter or to provide evidence of insurance as required by the bid documents, the awarding authority may award the contract to the second lowest responsible and responsive bidder. If the second lowest bidder fails or refuses to sign the contract, make bond as provided in this chapter or to provide evidence of insurance as required by the bid documents, the awarding authority may award the contract to the third lowest responsible and responsive bidder. Title 39-2-6(a), *Code of Alabama, 1975*.

G. CONTRACT, BONDS, AND INSURANCE; REQUIRED: The bidder to whom the award is made shall enter into a written contract on the form included in the proposal, plans, and specifications, furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required by subsection (a) of Section 39-1-1 and provide evidence of insurance as required by the bid documents within the period specified or, if no period is specified, within 15 days after the prescribed forms have been presented to him or her for signature. If extenuating circumstances prevail, the awarding authority may grant an extension in time not exceeding five days for the return of the contract, required bonds and required evidence of insurance. Title 39-2-8, *Code of Alabama, 1975*.

H. APPLICABILITY: Notwithstanding any other laws to the contrary (Act 97-225, which is set forth in Title 39, Chapters 1 through 5, of the *Code of Alabama, 1975*, "Public Works" law) shall control all public works contracts on the state, county and municipal levels of government in the State of Alabama. Title 39-1-5, *Code of Alabama, 1975*.


The bidder, by submission of this bid, hereby agrees that the contract executed and delivered by and between the City of Vestavia Hills, Alabama and bidder shall be interpreted, construed, administered and enforced all in accordance with the "Public Works" law of Alabama. The bidder further agrees that should

there by a conflict between the Invitation to Bid and/or the contract with the "Public Works" law of Alabama, then in such event the "Public Works" law shall govern the agreement.

CONSTRUCTION CONTRACT

The City shall award the Construction Contract to the lowest responsible and responsive bidder unless the City finds that all the bids are unreasonable or that it is not in the interest of the City to accept any of the bids. If the City awards the Construction Contract to this bidder, then in such event the bidder, by submission of this bid to the City, agrees to execute and deliver a Construction Contract, a copy of which is attached to this Invitation to Bid. The terms, provisions, limitations and conditions set forth in the contract are incorporated into this Invitation to Bid by reference as though set out fully herein.

The Bidder hereby certifies that no other person, firm or corporation, is either directly or indirectly interested in the bid herewith submitted or will share in any profits which may be derived from same; and that not other person, firm or corporation has any knowledge, either directly or indirectly or implied, as to the prices herein bid.

Signed: 
 By: Evans Dunn, Vice President
 Address: 3905 Airport Highway
Birmingham, AL 35222
 Our Contractor's State License Number Is: 8
 Name of Partners (if bid on a Partnership): N/A

Attached hereto is a certified check or a bidder's bond in the amount of \$50,000 made payable to the City of Vestavia Hills, Alabama.

The bidder proposes and agrees to perform the following items of work at the unit prices shown.

SEE ATTACHED

Price includes cleaning and preparing existing surface and striping centerline with 4" broken yellow stripe. Slag seal and binder as specified. The quantities listed below are a good faith effort estimate by the City of Vestavia Hills; the actual quantities might vary.

Item	Unit	Approximated Quantity	Unit Cost	Per	Total
<i>Seal**</i>	ton	34,000 tons	\$79.00	ton	\$2,686,000.00
<i>Binder**</i>	ton	350 tons	\$102.00	ton	\$35,700.00
<i>G-treatment**</i>	square yard	50,000 sy	\$3.20	yard	\$160,000.00
<i>Tack Coat</i>	gallon	28,000 gallons	\$3.50	gallons	\$98,000.00
<i>Milling</i>	ton	35,000 tons	\$34.25	tons	\$1,198,750.00
<i>Striping</i>	mile	10 miles	\$3,311.00	miles	\$33,110.00

Temp. Striping	mile	10 miles	\$1,155.00	miles	\$11,550.00
Permanent Markings (Stop Bars)	square foot	5,000 sf	\$8.10	square foot	\$40,500.00
Traffic Loops	linear feet	4,500 feet	\$4.10	linear foot	\$18,450.00
Raise Manholes	each	100 manholes	\$175.00	each	\$17,500.00
Valve Box Resets	each	50 valve box resets	\$30.00	each	\$1,500.00

TOTALS: \$ _____ \$ 4,301,060.00

****Bid amounts for bituminous materials (designated by **), shall be adjusted per the Asphalt Index published monthly by ALDOT (Alabama Department of Transportation). The procedure outlined in ALDOT Specifications Section 109.03 shall be used to determine the adjustment (see Exhibit "A" enclosed).***

Contractor guarantees that maximum cost to apply minimum thickness of slag aggregate seal will not exceed bid price as adjusted by the Asphalt Index. ~~It is understood that the City will not pay contractor on any basis or guarantee maximum amount which ever is less.~~

The Bidder hereby agrees to the following:

The Contractor will be required to comply with the Minimum Wage and Hour Law.

It is assumed that the Contractor can secure sufficient labor at the minimum rate, although the Owner does not guarantee same.

It shall be the Contractor's responsibility to pay such rates of pay necessary to secure sufficient labor for the construction of this job, but no increase in contract price will be allowed any increase in rates that the Contractor may be required to pay to secure sufficient labor for the construction of the project.

That the Owner shall have the right to reject any and all bids submitted on the proposed work, to waive technicalities and informalities, and to increase or decrease quantities.

*****A PRELIMINARY LISTING OF CURRENT RESURFACING NEEDS IS ATTACHED TO THIS BID. PLEASE CONTACT CHRISTOPHER BRADY, CITY ENGINEER, AT 978-0198, FOR EXACT LOCATION OF AREAS TO BE RESURFACED AT THIS TIME. *****

ORDINANCE NUMBER 2680

AN ORDINANCE APPROVING THE AGREEMENT FOR THE RENEWAL AND EXTENSION OF THE CONTRACT FOR GARBAGE AND TRASH COLLECTION AND DISPOSAL SERVICES FOR A PERIOD OF ONE (1) YEAR AT A MONTHLY RECURRING FEE OF NINETEEN AND 62/100 DOLLARS (\$19.62) PER RESIDENTIAL UNIT AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WITNESSETH THIS ORDINANCE NUMBER 2680 APPROVED AND ADOPTED by the City Council of the City of Vestavia Hills, Alabama on this the 12th day of September, 2016.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama (“City”) and BFI Waste Services, LLC, a Delaware limited liability company, doing business as Republic Services of Birmingham (“Contractor”) have heretofore entered into a Contract for Garbage and Trash Collection and Disposal Services (“Contract”), which contract period is scheduled to end on September 30, 2016; and

WHEREAS, the City and Contractor wish to renew and extend the term of the Contract for a period of one (1) year beginning October 1, 2016 and ending September 30, 2017 at a monthly recurring fee in the amount of Nineteen and 62/100 Dollars (\$19.62) per residential unit; and

WHEREAS, the City Attorney for the City of Vestavia Hills, Alabama has written a legal opinion opining that the execution and delivery of said Agreement for Renewal and Extension of Contract is legally permissible under the emergency exemption of the Alabama Competitive Bid Law set forth at Title 41-16-53, *Code of Alabama, 1975*; and

WHEREAS, a copy of that legal opinion, dated September 6, 2016, is attached hereto, marked as Exhibit 1 and is incorporated into this ordinance by reference as though set out fully herein; and

WHEREAS, the Agreement for Renewal and Extension of the Contract is attached hereto, marked as Exhibit 2 and is incorporated into this ordinance by reference as though set out fully herein.

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

1. The legal opinion of the City Attorney marked as Exhibit 1 and attached hereto is incorporated into this ordinance by reference as though set out fully herein.

2. The City Council of the City of Vestavia Hills, Alabama finds, determines and declares that the situation described in Exhibit 1 is an emergency within the meaning of the emergency exemption to the Alabama Competitive Bid Law set forth at Title 43-16-53, *Code of Alabama, 1975*. The City has the legal obligation to furnish garbage and trash collection and disposal services to the citizens. Furthermore, a failure to provide those services would not promote the health, safety and general welfare of the City and its residents.

3. The Agreement for Renewal and Extension of Contract marked as Exhibit 2 and attached hereto is incorporated into this ordinance by reference as though set out fully herein.

4. Upon approval, adoption and enactment of this Ordinance Number 2680, the Mayor and City Manager are hereby authorized and directed to execute and deliver any and all documents and to take whatever action is necessary to renew and extend the Contract for a period of one (1) year beginning October 1, 2016 and ending September 30, 2017 at a monthly price of Nineteen and 62/100 Dollars (\$19.62) per residential unit, per month, including specifically but not limited to, the execution and delivery of Exhibit 2.

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

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

ORDAINED, APPROVED, ADOPTED, DONE and ORDERED on this the 12th day of September, 2016.

CITY OF VESTAVIA HILLS, ALABAMA

By

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY

Rebecca Leavings
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 12th day of September, 2016 while in regular session, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this _____ day of September, 2016.

Rebecca Leavings, City Clerk

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

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

September 6, 2016

By Electronic Mail

City Manager Jeffrey Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Agreement for Renewal and Extension of Contract

Dear Mr. Downes:

You have requested that I furnish you with my written legal opinion as to whether or not the City of Vestavia Hills, Alabama ("City") may enter into a written renewal and extension of a contract with BFI Waste Services, LLC, a Delaware limited liability company, doing business as Republic Services of Birmingham ("Contractor") for a period of one (1) year beginning October 1, 2016 and ending September 30, 2017 with a slight increase in price (monthly recurring fee from \$19.05 to \$19.62 per residential unit) pursuant to the emergency exemption of the Alabama Competitive Bid Law set forth at Title 41-16-53, *Code of Alabama, 1975*. The purpose of this letter is to comply with your request.

I. ALABAMA COMPETITIVE BID LAW
FOR MUNICIPALITIES

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

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

September 6, 2016
Page 2

The Alabama Competitive Bid Law sets forth exemptions to the requirement of the law at Title 41-16-51(a), *Code of Alabama, 1975*, and reads as follows:

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

(10) Existing contracts up for renewal for sanitation or solid waste collection, recycling, and disposal between municipalities or counties, or both, and those providing the service.”

Title 41-16-53, *Code of Alabama, 1975*, provides as follows:

“§41-16-53. **Emergency Exemptions.** In case of emergency affecting public health, safety or convenience, so declared in writing by the awarding authority, setting forth the nature of the danger to public health, safety or convenience involved in delay, contracts may be let to the extent necessary to meet the emergency without public advertisement. Such action and the reasons therefor shall immediately be made public by the awarding authority.”

Generally, the term “emergency” signifies a situation which has suddenly and unexpectedly arisen which requires speedy action. The Attorney General, in an opinion dated February 14, 1974, said that a municipality need not submit bids on a garbage truck if an emergency situation is declared and the provisions of Section 41-16-53 of the *Code* are complied with.

II. FACTS

On August 16, 2004, the City approved and adopted Resolution Number 3429 to accept the bid and contract with Urrutia, Inc. d/b/a Arrow Waste Disposal for the collection and disposal of garbage and trash for a period of three (3) years beginning October 1, 2004 and ending September 30, 2007. The contract contained a renewal provision as described in Title 41-16-51(a)(10), *Code of Alabama, 1975*, which provides certain contract price increases pursuant to and based upon certain factors specifically including but not limited to, “Revised Consumer Price Index—For AL Urban Consumers—South Region,” published by the Bureau of Labor Statistics of the United States Department of Labor.

On June 4, 2007, the City approved and adopted Resolution Number 3741 to allow the re-assignment of control from Arrow to Advanced Disposal Services of Birmingham, Inc. (“ADS”). On July 23, 2007, the City approved and adopted Resolution Number 3748 to renew and extend the City’s residential garbage and trash collection and disposal services contract (“Contract”) for a period of three (3) years beginning October 1, 2007 and ending September 30, 2010.

September 6, 2016
Page 3

On September 13, 2010, the City approved and adopted Resolution Number 4119 that renewed and extended the Contract for an additional three (3) years from October 1, 2010 to September 30, 2013. On September 9, 2013, City approved and adopted Resolution Number 4491 that renewed and extended the Contract for three (3) additional years beginning October 1, 2013 and ending September 30, 2016.

On, to-wit, July 8, 2016, the City advertised for competitive bids regarding the Contract. A Pre-bid conference was held at the City on August 9, 2016. Present in person at the meeting were representatives of the following companies actively engaged in the business of garbage and trash collection and disposal services in Jefferson County, Alabama hereinafter collectively referred to as "possible bidders/contractors":

Santek Waste Services of Alabama
Advanced Disposal
Arrow Disposal Services
Waste Pro of Alabama.

It was the consensus of the possible bidders/contractors that they all would need more time beyond October 1, 2016 to ensure a seamless transition services for the benefit of the residents of Vestavia Hills.

III. LEGAL ISSUES

A. Is this situation an emergency?

B. May the City legally enter into a renewal and extension agreement with the Contractor for a period of one (1) year beginning October 1, 2016 and ending September 30, 2016 with a slight increase in price pursuant to the emergency exemption of the Alabama Competitive Bid Law set forth at Title 41-16-53, *Code of Alabama, 1975*.

IV. LEGAL OPINION

It is my legal opinion that the answer to both legal questions is in the affirmative.

V. BASIS FOR LEGAL OPINION

A. On January 13, 1976, voters statewide and in the City of Vestavia Hills approved Constitutional Amendment Number 352 by a majority vote to increase municipal ad valorem taxes in the amount of 7.5 mills (now 10.275 mills by virtue of the Lid Bill Amendment on August 20, 1979) with the understanding that the revenue derived from the additional levy would be used in part to provide residents with garbage and trash collection and disposal services.

September 6, 2016

Page 4

B. Ordinance Number 374 enacted on June 6, 1977, as amended, requires the City to provide garbage and trash collection and disposal services to residents of the City.

C. Generally, the term "emergency" signifies a situation which has suddenly and unexpectedly arisen which requires speedy action. The Attorney General, in an opinion dated February 14, 1974, said that a municipality need not submit bids on a garbage truck if an emergency situation is declared and the provisions of Section 41-16-53 of the *Code* are complied with.

If purchasing equipment necessary for the performance and trash collection and disposal services is an emergency as contemplated by Title 41-16-53, *Code of Alabama, 1975*, then in such event it is my legal opinion that the actual provision of those services is also included as an "emergency".

VI. CONCLUSION

It is my legal opinion that the City may legally enter into a renewal and extension agreement with the Contractor for a period of one (1) year beginning October 1, 2016 and ending September 30, 2016 with a slight increase in price pursuant to the emergency exemption of the Alabama Competitive Bid Law set forth in Title 41-16-53, *Code of Alabama, 1975*.

VII. MY RECOMMENDATIONS

A. I have prepared and enclose copy of Renewal and Extension Agreement by and between the City and the Contractor.

B. I have prepared and enclose copy of Ordinance Number 2680 approving the renewal and extension of the present Contract and authorizing the Mayor and you to execute and deliver it for and on behalf of the City.

C. I recommend that Ordinance Number 2680 be placed on the Agenda of the first regular meeting of the City Council presently scheduled for Monday, September 12, 2016, at 5:00 p.m.

D. I recommend that Ordinance Number 2680 be introduced and adopted at the City Council meeting on September 12, 2016 by unanimous consent for immediate consideration as authorized by Title 11-45-2(b), *Code of Alabama, 1975*.

September 6, 2016
Page 5

E. I recommend that the Renewal and Extension Agreement be signed by the Mayor and you immediately following the City Council meeting in order for the Contractor to sign and deliver back to you.

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

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is fluid and cursive, with a long horizontal line extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
Enclosures

STATE OF ALABAMA

JEFFERSON COUNTY

AGREEMENT FOR RENEWAL AND EXTENSION OF CONTRACT

WITNESSETH THIS AGREEMENT FOR RENEWAL AND EXTENSION OF CONTRACT, executed and delivered on this the 12th day of September, 2016, by and between the City of Vestavia Hills, Alabama, an Alabama municipal corporation (“City”), and BFI Waste Services, LLC, a Delaware limited liability company, doing business as Republic Services of Birmingham, qualified to do and actually doing business in the State of Alabama (“Contractor”).

WITNESSETH THESE RECITALS:

WHEREAS, the City and Contractor have heretofore executed and delivered a Contract for the garbage and trash collection and disposal services, which said Contract first became effective on October 1, 2004 (“Contract”); and

WHEREAS, the Contract has been renewed and extended for three (3) additional periods of three (3) years each all in accordance with the renewal provisions of the Contract and pursuant to the authority of Title 41-16-51(a)(10), *Code of Alabama, 1975*; and

WHEREAS, the City and the Contractor wish to renew and extend the term of the Contract for a period of one (1) year beginning October 1, 2016 and ending September 30, 2017 with a recurring monthly fee of Nineteen and 62/100 Dollars (\$19.62), per month, per residential unit, pursuant to the emergency exemption of the Alabama Competitive Bid Law set forth in Title 41-16-53, *Code of Alabama, 1975*; and

WHEREAS, the City and Contractor wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

1. **RECITALS:** The recitals set forth above are incorporated herein by reference as thought set out fully herein.
2. **RENEWAL AND EXTENSION OF TERM:** The Contract is hereby renewed and extended for a term of one (1) year beginning October 1, 2016 and ending September 30, 2017.
3. **MONTHLY RECURRING FEE PER RESIDENTIAL UNIT:** The monthly recurring fee is Nineteen and 62/100 Dollars (\$19.62) per residential unit.

Agreement for Renewal and Extension of Contract
Page 2

4. **RATIFICATION:** Except as expressly set forth herein, all of the terms, covenants and conditions, representations and warranties set forth in the 2004 Contract as amended in 2007, 2010 and 2013 shall continue in full force and effect and are hereby ratified and affirmed by the City and the Contractor.

IN WITNESS WHEREOF, the City and Contractor have executed and delivered this Agreement for Renewal and Extension of Contract on this the 12th day of September, 2016.

CITY:

**CITY OF VESTAVIA HILLS, ALABAMA
An Alabama Municipal Corporation**

By: _____
Alberto C. Zaragoza, Jr.
Mayor

By: _____
Jeffrey D. Downes
City Manager

CONTRACTOR:

**BFI WASTE SERVICES, LLC,
A Delaware limited liability company
d/b/a Republic Services of Birmingham**

By: _____
Its _____

Agreement for Renewal and Extension of Contract
Page 3

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a notary public in and for said county in said state, hereby certify that Alberto C. Zaragoza, Jr., whose name as Mayor of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Agreement for Renewal and Extension of Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal this 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Agreement for Renewal and Extension of Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such City Manager and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal this 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

Agreement for Renewal and Extension of Contract
Page 4

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of BFI Waste Services, LLC, a Delaware limited liability company, doing business as Republic Services of Birmingham, is signed to the foregoing Agreement for Renewal and Extension of Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said BFI Waste Services, LLC, a Delaware limited liability company, doing business as Republic Services of Birmingham.

Given under my hand and official seal this 12th day of September, 2016.

Notary Public

My Commission Expires:

SEAL

ORDINANCE NUMBER 2681

AN ORDINANCE CONFIRMING AND RATIFYING THE LEVY OF THE 3.15 MILL AD VALOREM TAX IN THE CITY FOR PUBLIC SCHOOL PURPOSES PURSUANT TO AMENDMENT NO. 352 TO THE CONSTITUTION OF ALABAMA OF 1901 AND A SPECIAL ELECTION HELD IN THE CITY ON JANUARY 13, 1976

BE IT ORDAINED BY THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF VESTAVIA HILLS (THE "CITY") AS FOLLOWS:

Section 1. Findings. The Council hereby finds and declares that the City presently levies, pursuant to Amendment No. 352 to the Constitution of Alabama of 1901, a special election held in the City on January 13, 1976, and proceedings taken under the said constitution, a tax (the "Special Ad Valorem Tax") annually on all taxable property situated in the City at a rate of 3.15 mills per annum (said tax being a portion of the overall levy of 12.7 mills per annum under the said amendment, election and proceedings), the net proceeds of which tax are for public school purposes for use by and for the Vestavia Hills City Board of Education (the "Board"); and that the Board proposes (a) to issue its Special Tax School Warrants, Series 2016, in the approximate aggregate principal amount of \$70,080,000 (the "Warrants"), for the purpose of providing various public school capital improvements to the facilities of the Board and for refunding, prepaying and retiring certain obligations of the Board heretofore issued for public school capital improvements, and (b) to pledge, among other tax proceeds allocated to the Board, for the payment of the principal of and interest on the Warrants, the net proceeds derived by the Board from collections of the Special Ad Valorem Tax.

Section 2. Pledge. The City, having heretofore agreed in Resolution Number 1045 adopted on January 20, 1986, to transfer the proceeds of the Special Ad Valorem Tax to the Board, hereby further pledges, to the Board and to the holders and beneficial owners of the Warrants, the proceeds, after payment of the costs of assessment and collection, of the Special Ad Valorem Tax, and further agrees that it shall continue to levy and provide for the collection of the Special Ad Valorem Tax and to pay the proceeds thereof over to the Board until the final retirement of the Warrants, now expected to occur on or before February 1, 2046.

ADOPTED this 12th day of September, 2016.

Mayor and Presiding Officer of the
City of Vestavia Hills, Alabama

Attest:

City Clerk of the
City of Vestavia Hills, Alabama

APPROVED this 12th day of September, 2016.

Mayor of the
City of Vestavia Hills, Alabama

RESOLUTION NUMBER 1045

A RESOLUTION TO TRANSFER THE RESTRICTED FUND BALANCE OF THE PROCEEDS OF 3.15 (2.52) MILLS TO THE BOARD OF EDUCATION

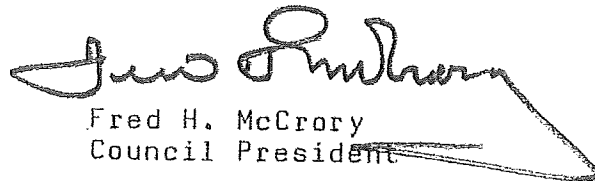
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA AS FOLLOWS:

1. To transfer from the special escrow account presently used for deposit of excess generated by the 3.15 mills ad valorem tax to the Board of Education. Previously known as the Restricted Fund for the Vestavia West Elementary School. The balance as of 9/30/85 is \$95,812.00.

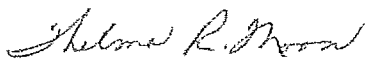
2. This transfer is being made with the recommendation from the Council to give the PTA at Vestavia Elementary West School money to eliminate the drainage problems on the school playground. The amount is approximately \$9,000.00.

3. Retroactive to October 1, 1985 after the debt service is paid on the 1982 School Warrants and the pledge for the 1984 Warrants the balance is to be transferred to the Board of Education for other purposes.

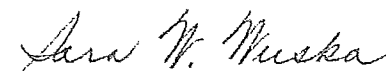
DONE and APPROVED this 20th day of January, 1986.


Fred H. McCrory
Council President

ATTESTED BY:


Thelma R. Moon
City Clerk

APPROVED BY:


Sara W. Wuska
Mayor

RESOLUTION NUMBER 4879

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE MAKERSPACE/CRAFTING ITEMS TO FURNISH A MAKERSPACE AREA FOR THE VESTAVIA HILLS LIBRARY IN THE FOREST

WHEREAS, the Vestavia Hills Library in the Forest received a letter dated August 1, 2016 from the Alabama Public Library Service awarding a “Director’s Initiative” grant totaling \$20,000; and

WHEREAS, the awarded grant requires a contract period that expires on September 30, 2016 in which all funds must be obligated by the said contract period date; and

WHEREAS, Library Director Taniesha Tucker in an Interoffice Memorandum to the City Manager dated August 19, 2016, has identified “makerspace/crafting” items to fulfill a vacant area of the Vestavia Hills Library in the Forest to construct a desired makerspace area and requested that the items be purchased with funding from the Library’s Fund 13 Donations account and be reimbursed by the above-described grant in an amount not to exceed \$20,001. A copy of said Interoffice Memorandum and accompanying documentation is marked as Exhibit A, attached to and incorporated into this Resolution Number 4879 as though written fully therein; and

WHEREAS, the Mayor and City Council agree it is in the best interest of the public to accept the recommendation of the Library Director and take advantage of the above-described grant in order to supply the makerspace area for the Vestavia Hills Library in the Forest.

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

1. The City Manager is hereby authorized to expend an amount not to exceed \$20,001 from the Library Fund 13 Donations and allow the funding to be reimbursed from the above-described Director’s Initiative grants; and
2. Said purchases shall be made and the funds obligated prior to the required deadline of September 30, 2016; and
3. This Resolution Number 4879 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



VESTAVIA HILLS

A LIFE ABOVE

ALBERTO C. ZARAGOZA, JR.
Mayor

TANEISHA YOUNG TUCKER
Library Director

August 19, 2016

TO: Mayor Alberto C. Zaragoza
City Manager Jeff Downes

CC: Rebecca Leavings-McCarty, City Clerk

FROM: Taneisha Tucker, Library Director

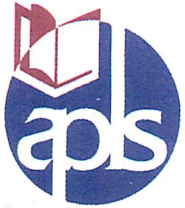
RE: LSTA Bonus Grant FY 2016

The Vestavia Hills Library in the Forest has received an FY2016 Director's Initiative year-end grant from the Alabama Public Library Service in the amount of \$20,000. In the best interest of the library patrons and the general public, it is essential that these monies be spent prior to the deadline of September 30, 2016.

Expenditures are paid upon receipt of product and invoice therefore, I respectfully request unanimous consent by the City Council at the September 12, 2016 regular meeting. At this time, there is a balance of \$261,510.30 in the Library's Fund 13 Donations account. I request that \$20,000 be allocated from this account to make the grant purchases. The \$20,000 will be reimbursed to the City from the Alabama Public Library Service by November 2016.

You will find attached my listing of identified needs of the library to be purchased with this grant.

Thank you in advance for your consideration.



ALABAMA
PUBLIC LIBRARY
SERVICE



NANCY C. PACK, Ph.D.
DIRECTOR

August 1, 2016

Vestavia Hills Public Library
Taneisha Young-Tucker
1221 Montgomery Highway
Vestavia Hills, AL 35216

Project Name: Director's Initiative (year-end)
Project Number: 16-DIR-08
Amount Awarded: \$20,000

Dear Ms. Young-Tucker:

An FY2016 LSTA Director's Initiative year-end award notification and contract documents are enclosed. Please note that the contract incorporates all of the attachments into the agreement. After reviewing the contract and attachments, **have your Board Chair sign all contract and certificate copies.** Return the contract documents to APLS as soon as possible. After I have signed and approved the contract, a signed copy will be returned to you.

There is **no** required local match with this grant. **Do not make any purchases until after you receive your contract signed by me.**

The contract period is from the date the contract is signed by me until **September 30, 2016**. You will receive a completed payment request form with your signed contract documents. Sign and date the form and return to us as soon as possible so that a check can be issued to you. All funds must be obligated by **September 30, 2016**. A brief report of how the funds were used will be due to us by the end of November.

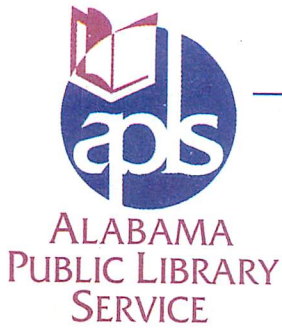
If, at any time, you have questions about your project, please do not hesitate to contact our LSTA Coordinator, Kelyn Ralya. Her contact information is (800) 723-8459, extension 3976; e-mail address: kralya@apls.state.al.us.

Sincerely,

Nancy C. Pack

Nancy C. Pack, Ph.D.
Director

Enclosures



NANCY C. PACK, Ph.D.
DIRECTOR

August 11, 2016

Vestavia Hills Public Library
Taneisha Young-Tucker
1221 Montgomery Highway
Vestavia Hills, AL 35216

Project Name: Director's Initiative (year-end)
Project Number: 16-DIR-08
Amount Awarded: \$20,000

Dear Ms. Young-Tucker:

Enclosed is your copy of your FY2016 LSTA Director's Initiative year-end grant contract. The contract period is from the **date the contract is signed by me to September 30, 2016.**

An FY2016 LSTA year-end request for payment form is enclosed. The form is already filled out and just needs to be signed and dated. Please return the signed form to us **no later than September 30, 2016.**

Sincerely,

A handwritten signature in blue ink that reads 'Nancy C. Pack'.

Nancy C. Pack, Ph.D.
Director

Enclosures

**FY2016 LSTA DIRECTOR'S INITIATIVE YEAR-END
REQUEST FOR PAYMENT**

Alabama Public Library Service
6030 Monticello Drive
Montgomery, AL 36130-6000

1. Date: <i>Aug. 18, 2016</i>	2. Library: Vestavia Hills Public Library	3. Project Number: 16-DIR-08
4. Project Name: Director's Initiative (year-end)		5. Award Amount: \$20,000

LSTA	6. LSTA project budget	7. LSTA amount requested
A. Equipment	\$	\$
B. Supplies	\$	\$
C. Library Materials	\$	\$
D. Total	\$20,000	\$20,000

8. Total LSTA funds received from APLS to date.....\$0.00

9. **Current amount requested.** Enter amount from line 7-B.....**\$20,000**

10. *Taneisha Tucker* *08-18-2016* *205.978.0161*
 Library Director Date Telephone
 Printed Name: *Taneisha Tucker*

11. *Taneisha Tucker* *08-18-2016* *205.978.0161*
 Project Administrator Date Telephone
 Printed Name: *Taneisha Tucker*

Send to: FY2016 LSTA Year-End Payment Request, Alabama Public Library Service, 6030 Monticello Dr., Montgomery, AL 36130-6000

LSTA Items Makerspace / Crafting

Furniture/storage

Cutting Table

<https://www.amazon.com/Truecut-Crafting-And-Cutting-Table/dp/B006ZS70B8>
\$499.95

Cutting Mat

https://www.amazon.com/Lion-Consumer-Recycled-Cutting-CM-60C/dp/B001U71GU0/ref=sr_1_sc_3?ie=UTF8&qid=1471014286&sr=8-3-spell&keywords=big+cbig+cutting+mat
\$28.37

Rolling Table

<https://www.amazon.com/Correll-FT2472M-15-EconoLne-Granite-Melamine/dp/B0085E6UNE>
\$266.41

(4) Rolling Chairs

https://www.amazon.com/AmazonBasics-GF-60044-Low-Back-Task-Chair/dp/B00XBC3J84/ref=sr_1_3?ie=UTF8&qid=1471640966&sr=8-3&keywords=rolling+chairs
\$239.96 (\$59.99 each)

2 Stools

https://www.amazon.com/Winsome-Spectrum-Airlift-Swivel-Leather/dp/B001E95R2C/ref=sr_1_4?ie=UTF8&qid=1470943257&sr=8-4&keywords=tall+stool
\$69.98 (\$34.99 each)

Copernicus Premium STEM Maker Station (DEMCO)

<http://www.demco.com/products/Carts-Booktrucks/Teaching-Carts/Activity-Center-Carts/Copernicus-STEM-Maker-Stations/ /A-B00277768>
\$549.99

Seville Classics 10-Drawer Organizer Cart, Multi Color

https://www.amazon.com/Seville-Classics-10-Drawer-Organizer-Multi/dp/B008O0LKLG/ref=pd_sim_sbs_229_5?ie=UTF8&psc=1&refRID=VA1J495WMMZ3G24NY7HJ
\$39.99

UltraHD Tall Storage Cabinet - Stainless Steel

https://www.amazon.com/UltraHD-Tall-Storage-Cabinet-Stainless/dp/B00WNNYSJG/ref=pd_sim_201_6?ie=UTF8&psc=1&refRID=BZP62WA1TAEW25ERDVXV

\$259.99

(2) Akro-Mils 10124 24 Drawer Plastic Parts Storage Hardware and Craft Cabinet

https://www.amazon.com/gp/product/B003TV3NL0/ref=oh_details_o00_s00_i00?ie=UTF8&psc=1

\$ 39.94 for Two (\$19.97 each)

Creative Options 2-3750-77 Pro-Latch Utility Organizer with 3 to 28 Adjustable Compartments, Large (20)

https://www.amazon.com/Creative-2-3750-77-Pro-Latch-Adjustable-Compartments/dp/B00C9MSRAM/ref=pd_sim_469_24?ie=UTF8&psc=1&refRID=V8KNK4DZLNZQ2QB7ZC5X7

\$199.80 for 20 (\$ 9.99 each)

(2) Iris 150817 Project and Scrapbook Carts, 6 Case Chest with Casters, Black

<https://www.amazon.com/dp/B002XNWDVG?psc=1>

\$112.04 for two (56.02 each)

Technology

MakerBot Replicator Z18 3D Printer, Firmware Version 1.7+

https://www.amazon.com/MakerBot-Replicator-Printer-Firmware-Version/dp/B017LIYYVY/ref=sr_1_3?ie=UTF8&qid=1471292812&sr=8-3&keywords=replicator+z-18

\$6,499.00

(3) MakerBot Smart Extruder+ (For Z18) MP07376

https://www.amazon.com/MakerBot-Smart-Extruder-Replicator-MP07325/dp/B01DDGHB86/ref=sr_1_1?ie=UTF8&qid=1471293231&sr=8-1&keywords=makerbot+smart+extruder+%2B

\$ 597 for 3 (\$199.00 each)

(3) MakerBot Smart Extruder+ (For Replicator & Mini) MP07325

https://www.amazon.com/MakerBot-Smart-Extruder-Replicator-MP07325/dp/B01DDGHB86/ref=sr_1_1?ie=UTF8&qid=1471293231&sr=8-1&keywords=makerbot+smart+extruder+%2B

\$ 566.82 for 3 (188.94 each)

Makerbot Flex Filament

https://www.amazon.com/New-Item-MakerBot-Flexible-Filament/dp/B00IUH7WKG/ref=sr_1_12?ie=UTF8&qid=1471621427&sr=8-12&keywords=makerbot+flexible+filament

\$72.00

Makerbot Glow Filament

https://www.amazon.com/MakerBot-Filament-Diameter-Large-Spool/dp/B00K164DPQ/ref=sr_1_14?ie=UTF8&qid=1471621612&sr=8-14&keywords=makerbot+z18+filament

\$130.00

(3) 3Doodler 3d printing Pen

https://www.amazon.com/3Doodler-Create-3D-Pen-Non-Toxic/dp/B01CL1FFPK/ref=sr_1_1?s=photo&ie=UTF8&qid=1471296979&sr=8-1&keywords=3doodler

\$299.97 for 3 (\$ 99.99 each)

(10) Circuit Scribe Pen

https://www.amazon.com/Circuit-Scribe-Pen-Lite-Kit/dp/B00M2DMITO/ref=sr_1_2?ie=UTF8&qid=1471618684&sr=8-2&keywords=circuit+scribe

\$ 418.60 for Ten (\$41.86 each)

Audio Mixer

8-Channel Audio Mixer with USB Product # 615808

https://www.amazon.com/Monoprice-615808-8-Channel-Audio-Mixer/dp/B00DIGCE5C/ref=sr_1_1?ie=UTF8&qid=1470772286&sr=8-1&keywords=615808

\$79.99

(3) Audio-Technica ATR2100-USB Cardioid Dynamic USB/XLR Microphones

<https://www.amazon.com/Audio-Technica-ATR2100-USB-Cardioid-Dynamic-Microphone/dp/B004QJOZS4>

\$237 for Three (\$79 each)

DSLR Camera: Nikon D5300 Digital SLR Camera & 18-55mm G VR II Lens (Black) with 55-300mm VR Lens + 32GB Card + Battery & Charger + Case + Flash + Tripod + Kit

https://www.amazon.com/Nikon-Digital-18-55mm-55-300mm-Battery/dp/B00I2TZOXY/ref=sr_1_2?s=photo&ie=UTF8&qid=1470862595&sr=1-2&keywords=Nikon+D5500+18-55mm+VR+II+Lens+Kit+%28Black%29

\$1549.99

Photography Lighting kit

<https://www.amazon.com/dp/B0056BWYAC?psc=1>

\$149.99

Go Pro Hero4 w Accessories bundle

https://www.amazon.com/GoPro-CHDHY-401-HERO4-Silver/dp/B00NIYJF6U/ref=sr_1_5?s=photo&ie=UTF8&qid=1471621843&sr=1-5&keywords=gopro

https://www.amazon.com/GoPro-CHDHY-401-HERO4-Silver/dp/B00NIYJF6U/ref=sr_1_5?s=photo&ie=UTF8&qid=1471621843&sr=1-5&keywords=gopro

\$344.99

(10) Cana Kit (raspberry Pi)

https://www.amazon.com/CanaKit-Raspberry-Complete-Starter-Kit/dp/B01C6Q2GSY/ref=sr_1_1?s=electronics&ie=UTF8&qid=1471020260&sr=1-1&keywords=cana+kit

\$749.90 for 10 (\$74.99 each)

(10) Kano Kit

https://www.amazon.com/Kano-1000D-01-Computer-Kit/dp/B00WRGTVWI/ref=sr_1_1?s=electronics&ie=UTF8&qid=1471021498&sr=1-1&keywords=kano+kit

\$1499.90 for 10 (\$149.99 each)

(10) Little Bits

https://www.amazon.com/littleBits-Electronics-650-0119-Base-Kit/dp/B00ECWSL0I/ref=sr_1_1?s=electronics&ie=UTF8&qid=1471021570&sr=1-1&keywords=little+bits

\$990 for 10 (\$99 each)

(10) Arduino Kits

https://www.amazon.com/Arduino-Ultimate-Starter-page-Instruction/dp/B00BT0NDB8/ref=sr_1_2?ie=UTF8&qid=1471289728&sr=8-2&keywords=arduino

\$489.99 for 10 (\$48.99 each)

(5) Sunfounder 7" HD 1024*600 TFT LCD Screen Display HDMI Monitor for Raspberry Pi 3, 2 and RPi 1 Model B B+

https://www.amazon.com/Sunfounder-Screen-Display-Monitor-Raspberry/dp/B012ZRYDYY/ref=sr_1_1?ie=UTF8&qid=1471564475&sr=8-1&keywords=small+hdmi+monitor

299.95 for 5 (\$ 59.99 each)

LEGO Mindstorms EV3 31313

https://www.amazon.com/LEGO-6029291-Mindstorms-EV3-31313/dp/B00CWER3XY/ref=sr_1_1?s=toys-and-games&ie=UTF8&qid=1471295230&sr=1-1&keywords=lego+mindstorms

\$2099.70 for 6 (\$349.95 each)

Snap Circuits SC-300 Electronics Discovery Kit

https://www.amazon.com/Snap-Circuits-SC-300-Electronics-Discovery/dp/B0000683A4/ref=sr_1_2?ie=UTF8&qid=1471479108&sr=8-2&keywords=snap+circuits

\$226.70 for 5 (\$45.34 each)

Crafting

(x2) Badge-A-Minit 3011-C 2 1/4" Genuine Badge-A-Minit Pin-Back Button Sets - 100 sets

https://www.amazon.com/Badge---Minit-3011-C-Genuine-Pin-Back/dp/B012O1KQZ6/ref=sr_1_1?ie=UTF8&qid=1471479891&sr=8-1&keywords=badge+a+minit+parts

\$79.90 for two (\$39.95 each)

(x2) Badge-A-Minit 3061-C 1 1/4" Genuine Badge-A-Minit Pin-Back Button Sets - 100 sets

https://www.amazon.com/Badge---Minit-3061-C-Genuine-Pin-Back/dp/B012O1LCNQ/ref=sr_1_2?ie=UTF8&qid=1471479891&sr=8-2&keywords=badge+a+minit+parts

\$59.90 for two (\$29.95 each)

12 x 24 inch - 30 Sheets of Assorted Glossy Colors of Permanent Adhesive-Backed Vinyl for Craft Cutters, Punches and Vinyl Sign

https://www.amazon.com/12-24-inch-Permanent-Adhesive-Backed/dp/B00345V7CI/ref=pd_sim_229_1?ie=UTF8&psc=1&refRID=S5W4FYW5TJCEZW3S3BXX

\$29.99

Replacement blades for vinyl cutter

https://www.amazon.com/6-Pack-Roland-Replacement-Carbide-Blade/dp/B0046WG75U/ref=pd_bxgy_229_img_3?ie=UTF8&psc=1&refRID=Y1QTBCTB8TQC05GZV8N4

\$13.70

DAS Air Hardening Modeling Clay, 2.2 Pound Block, White (387500)

https://www.amazon.com/DAS-Hardening-Modeling-Pound-387500/dp/B001GAP4YA/ref=sr_1_1?ie=UTF8&qid=1471565568&sr=8-1&keywords=air+dry+modelling+clay

\$7.93

VELCRO

https://www.amazon.com/VELCRO-Brand-Industrial-Strength-Black/dp/B00006RSP1/ref=sr_1_1?ie=UTF8&qid=1471565825&sr=8-1&keywords=velcro

\$20.83

Glue Gun

https://www.amazon.com/MELTOX-Premium-Wattage-Bundle-Purpose/dp/B0197SVPWC/ref=sr_1_2?ie=UTF8&qid=1471617956&sr=8-2-spons&keywords=glue+gun&psc=1

\$24.95

Paints

https://www.amazon.com/Apple-Barrel-Acrylic-2-Ounce-PROMOABI/dp/B00ATJSD8I/ref=sr_1_1?ie=UTF8&qid=1471565901&sr=8-1&keywords=paints

\$18.07

(2) Paint Palettes

<https://www.amazon.com/dp/B019XB2W48?psc=1>

13.98 for two (\$6.99 each)

Canvas Panels

<https://www.amazon.com/dp/B00TOVLTEC?psc=1>

49.96

(2) Strathmore STR-310-12 10 Sheet Canvas Paper Pads

https://www.amazon.com/Strathmore-STR-310-12-Sheet-Canvas-Paper/dp/B000KNPWD2/ref=pd_sim_201_9?ie=UTF8&psc=1&refRID=6NQGRO8V3SQBHKS2XK2P

\$19.02 for 2 (\$ 9.51 each)

Tool Kit

https://www.amazon.com/Apollo-Precision-Tools-DT9408-Household/dp/B000IBL1W2/ref=sr_1_4?ie=UTF8&qid=1471618460&sr=8-4&keywords=basic+tool+set

\$28.38

Electrical Tape

https://www.amazon.com/Duck-299006-4-Inch-Utility-Electrical/dp/B001B19JLS/ref=sr_1_13?ie=UTF8&qid=1471619279&sr=8-13&keywords=duck+tape

\$4.09

Duct Tape

https://www.amazon.com/Duck-1265019-Colored-Duct-Orange/dp/B0062TON88/ref=sr_1_15?ie=UTF8&qid=1471619508&sr=8-15&keywords=duck+tape+original

\$11.09

Circuit Tape

https://www.amazon.com/PEMOTech-Conductive-21-8yards-Repellent-Electrical/dp/B01G8G4M58/ref=sr_1_2?ie=UTF8&qid=1471619830&sr=8-2&keywords=circuit+tape

\$10.99

Total: \$20,000.69

ORDINANCE NUMBER 2678

AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL FOR THE INTENDED PURPOSE OF RAISING AND HOUSING HENS

WHEREAS, on December 13, 2010 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 2331 entitled the Vestavia Hills Zoning Code and establishing a conditional use approval for certain uses not permissible by right in zoning classifications; and

WHEREAS, on April 25, 2014, Malcolm McLeod submitted an application for conditional use approval to raise a maximum of two (2) hens on his property located at 724 Paden Drive, Vestavia Hills, Alabama; and

WHEREAS, the property located at 724 Paden Drive is presently zoned Vestavia Hills R-2 (residential district); and

WHEREAS, Table 5 of the Vestavia Hills Zoning Code sets forth the permissible uses within a R-2 classification; and

WHEREAS, the Vestavia Hills Planning and Zoning Commission at its regular meeting of August 11, 2016 voted to recommend approval of the request as presented, with certain stipulations by a vote of six (6) in favor and zero (0) against; and

WHEREAS, a copy of said application dated July 7, 2016 is attached and hereby incorporated into this Ordinance Number 2678.

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

1. Conditional Use Approval is hereby approved for Malcolm McLeod, for use of the property located at 724 Paden Drive to raise and house chickens with the following conditions:
 - (1) Maximum of two (2) hens may be allowed at any time;
 - (2) Coop must be permanently placed, fenced and shall not be moved to other portions of the property;
 - (3) No roosters shall occupy the premises at any time;
 - (4) Hens and/or eggs shall not be used for a commercial purpose;

- (5) This conditional use approval is location and owner specific and if Mr. McLeod shall ever vacate the premises said conditional use shall be considered null and void;
- (6) If Mr. McLeod vacates the conditional use by not raising any hens for a period of more than one (1) year, said conditional use is considered null and void; and
- (7) If Mr. McLeod experiences any predators lured by said hens, he shall notify the Vestavia Hills Police Department immediately.

ADOPTED and APPROVED this the 26th day of September, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2678 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 26th 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

P0816-33//39-2-1-2-6
724 Paden Drive
Keeping 2 chickens
Malcolm McLeod

P&Z Application
Page 5

R2

III. ACTION REQUESTED

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

Current Zoning of Property: Residential R-2

Requested Conditional use For the intended purpose of: Having (2) chickens

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

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

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

724 Paden Drive

Vestavia Hills, AL 35226

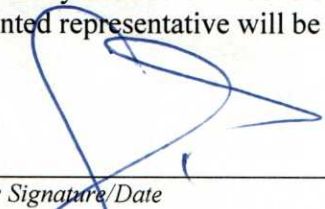
Property size: _____ feet X _____ feet. Acres: 2 acres

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

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

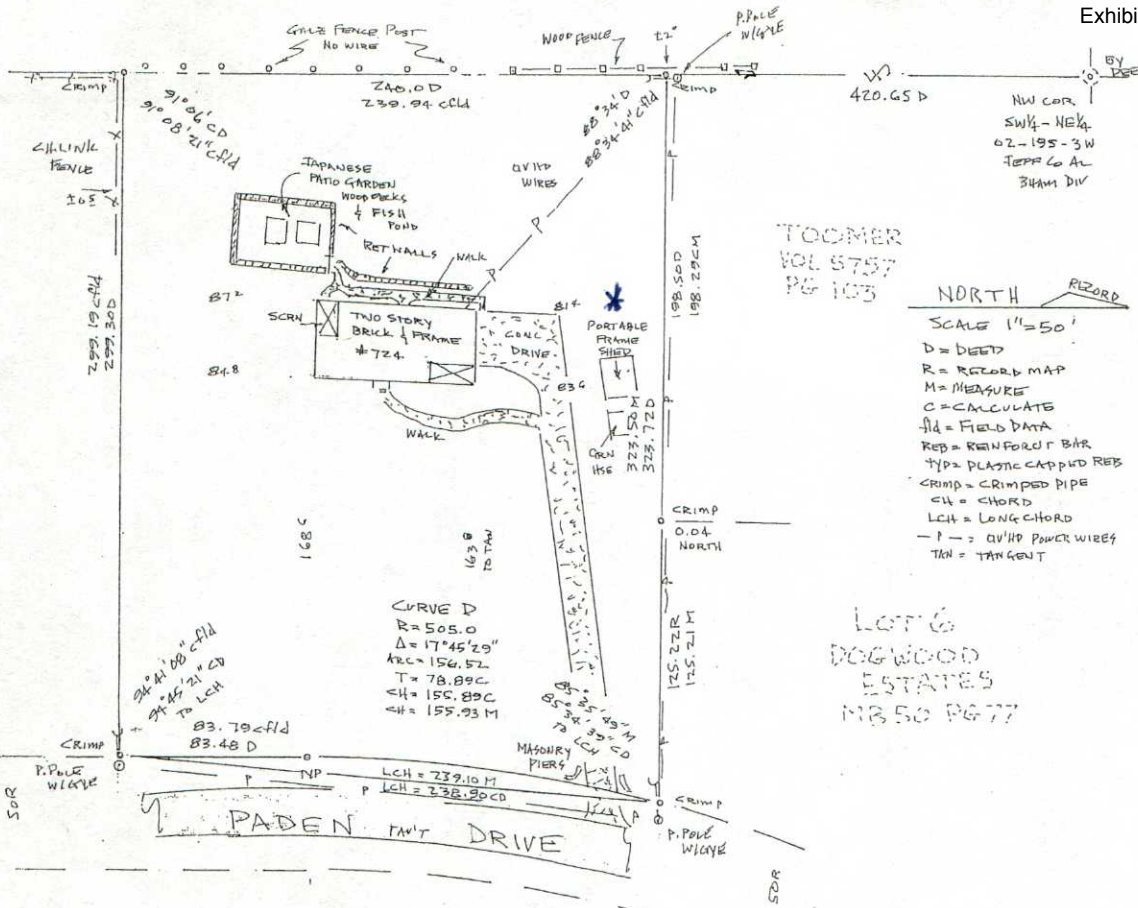

Owner Signature/Date

N/A
Representing Agent (if any)/date

Given under my hand and seal
this 5th day of July, 2018.


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

**My Commission Expires
March 8th, 2018**



TOOMER
VOL 5757
PG 103

LOT 6
DOGWOOD
ESTATES
NB 50 PG 77

NORTH RECORD
SCALE 1"=50'
D = DEED
R = RECORD MAP
M = MEASURE
C = CALCULATE
fd = FIELD DATA
RFB = REINFORCED BAR
TYP = PLASTIC CAPPIED RES
CRIMP = CRIMPED PIPE
CH = CHORD
LCH = LONG CHORD
- I - = QU/HP POWER WIRES
TAN = TANGENT

STATE OF ALABAMA
JEFFERSON COUNTY

VESTAVIA COMMUNITY
BIRMINGHAM DIVISION

Legal Description: A tract of land in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 19 South, Range 3 West, more particularly described as follows: Begin at the NW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 19 South, Range 3 West; thence South along the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 420.65 feet to the point of beginning, thence 88 degrees 34' to the left in an easterly direction along the South line of the property of Fred S. and Elizabeth Toomer as recorded in Vol. 5757, Page 103 and the South line of lot 6, according to the survey of Dogwood Estates recorded in Map Book 50, Page 77, in the Office of the Probate Judge of Jefferson County, Alabama, a distance of 323.72 feet to a point on the Westerly line of Paden Drive; thence 106 degrees 19'29" to the right (angle measured from the tangent of a curve) in a southerly direction along said westerly line of Paden Drive in a curve to left having a radius of 505.0 ft. and a central angle of 17 degrees 45'29" a distance of 156.52 feet to the P.T. (point of tangent of said curve), thence in the tangent to said curve and parallel to the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 83.48 ft. to a point, thence 91 degrees 06' (a measured angle of 04') to the right in a westerly direction a distance of 299.30 ft. (a measured distance of 299.61 ft.) to a point on the westerly line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence 88 degrees 54' (a measured angle of 56') to the right in a northerly direction along said westerly line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 240.0 ft. to the point of beginning.

Address: 724 Paden Drive
Vestavia Hills, Al
35226

All structures are within the boundary of the same with no encroachment of adjacent properties, electric or telephone wires, poles, or gyes, other than those serving the premises, except as shown above.

I have consulted the available USGS Maps Of Flood Prone Areas and found the above described tract is not located in a Flood Prone Area.

"I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief."



field June 5, 2015
drawing June 7, 2015

Olden G. Webb III

Olden G Webb III LS
reg #11847
POB 62, Hayden, Al
35079-0062
1-205-780-5688

Malcolm McLeod

724 Paden Drive
Keeping 2 chickens
Malcolm McLeod

R2

- Approximately two (2) acre lot –
- Proposed Chickens to be approximately 20' feet from Shed to Property Line -
- Home completely wooded & obstructed from sight on three property boundaries -
- Chickens out of sight from street -

P0816-33//39-2-1-2-6

724 Paden Drive

Keeping 2 chickens

Malcolm McLeod

R2

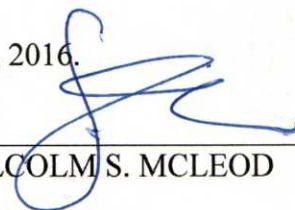
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

AFFIDAVIT OF MALCOLM S. MCLEOD

I, Malcolm S. McLeod, being first duly sworn, do depose and state that I am over the age of nineteen (19) years, of sound mind, and I have personal knowledge of the facts which are herein set forth:

1. My name is Malcolm S. McLeod;
2. My present address is 724 Paden Drive, Vestavia Hills, AL 35226;
3. I have resided at said address since 1995;
4. There is no restriction, covenant, directive, et al., to my knowledge, in existence, concerning limitation on my home and the possession, dominion, control, et al, of chickens, whatsoever.

Respectfully submitted this the 5th day of July, 2016.


MALCOLM S. MCLEOD

I, Sandra L. Gannaway, a Notary Public in and for said County in said state, hereby certify that Malcolm S. McLeod, whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Affidavit, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal of office this the 5 day of July, 2016.


NOTARY PUBLIC

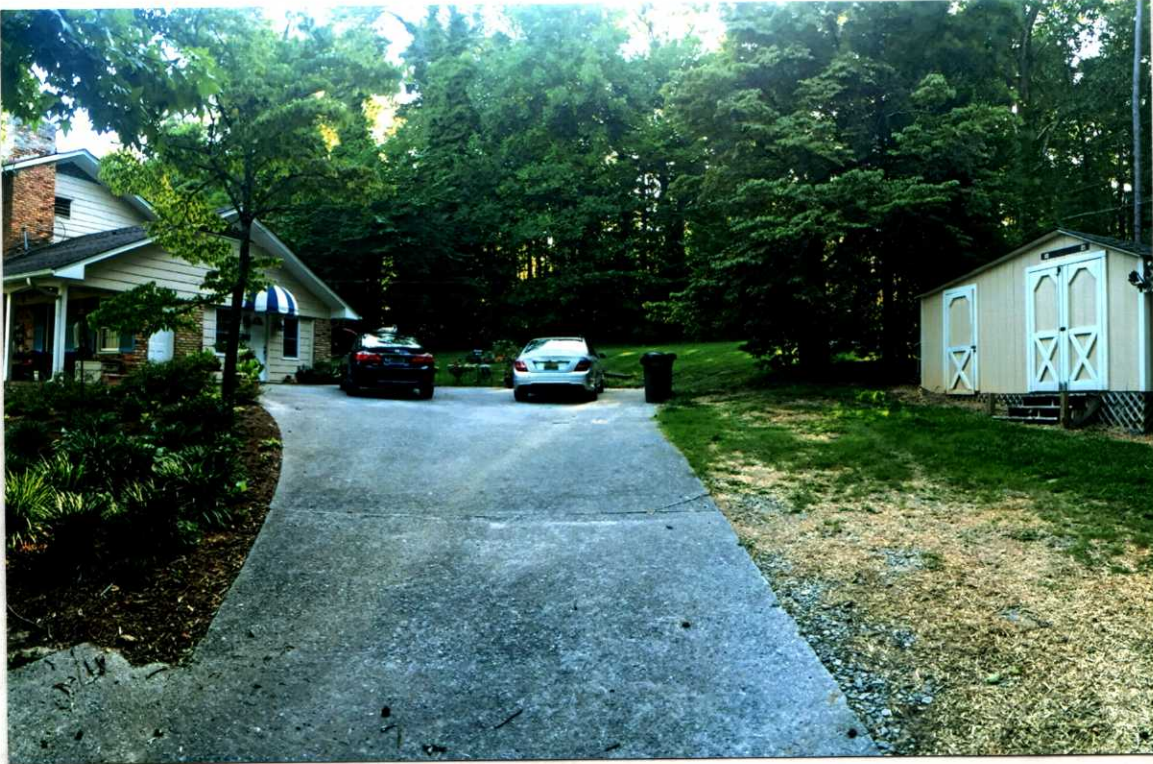
My Commission Expires:

**My Commission Expires
March 8th, 2018**





P0816-33//39-2-1-2-6
724 Paden Drive
Keeping 2 chickens
Malcolm McLeod



P0816-33//39-2-1-2-6
724 Paden Drive
Keeping 2 chickens
Malcolm McLeod

R2



ORDINANCE NUMBER 2679

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS B-3 AND VESTAVIA HILLS O-1 TO VESTAVIA HILLS B-1.2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills B-3 (business district) and Vestavia Hills O-1 (office district) to Vestavia Hills B-2 (business district):

3017 and 3029 Cahaba Heights Road
Cahaba Heights Corner LLC and Bob Armstrong, Owner(s)

More particularly described as follows:

SURVEY DESCRIPTION PARCEL I

Commence at the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama; run East for 468 feet to a point; thence turn right 90°05'43" and run 23.66 feet to a cross cut found on top of a retaining wall also known as the Point of Beginning of the property herein described; thence continue along the last described course for 202.33 feet to a 1" open top pipe found along the northeasterly margin of Shades Creek; thence turn left 124°29'28" and run Northeasterly along a tie line (Iron to Iron) to the aforementioned creek a tie distance of 252.20 feet to a 1/2" rebar found; thence leaving the northeasterly margin of said creek turn left 55°38'19" and run 58.15 feet to a Weygand capped rebar found; thence turn left 89°29'35" and run 207.75 feet along the North boundary established by Surveying Solutions to the Point of Beginning.

SURVEY DESCRIPTION PARCEL II

Port of the SE 1/4 (of the Northwest 1/4 of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Commence at the Northwest corner of said Southeast 1/4 of Northwest 1/4 of said Section 22 and run in an Easterly direction along the North line of said 1/4-1/4 section for a distance of 676.78 feet; thence turn an angle to the right of 89 degrees 55 minutes 46 seconds and run in a Southerly direction for a distance of 25.37 feet to an existing iron

rebar set by Weygand and being the point of beginning; thence continue in a Southerly direction along the last mentioned course for a distance of 80.0 feet; thence turn an angle to the right of 59 degrees 59 minutes 02 seconds and run in a Southwesterly direction for a distance of 240.64 feet to an existing #5 iron rebar; thence turn an angle to the left of 148 degrees 32 minutes and run in an Easterly direction for a distance of 352.55 feet to an existing iron rebar set by J.A.M. and being on the West right of way line of Dolly Ridge Road; thence turn an angle to the left of 98 degrees 24 minutes 06 seconds and run in a Northerly direction along the West right of way line of Dolly Ridge Road for a distance of 104.56 feet to an existing iron rebar set by Weygand and to the point of beginning of a curve; said curve being concave in a Southwesterly direction and having a central angle of 51 degrees 24 minutes 16 seconds and a radius of 107.95 feet; thence turn an angle to the left and run in a Northerly and Northwesterly direction along the arc of said curve for a distance of 96.85 feet to a point of compound curve; said latest curve being concave in a Southwesterly direction and having a central angle of 18 degrees 03 minutes 27 seconds and a radius of 271.42 feet; thence continue in a Northwesterly direction and along the Southerly right of way line of Pump House Road for a distance of 85.54 feet, more or less, to the point of beginning; Containing 0.86 acres, more or less.

APPROVED and ADOPTED this the 26th 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 # 2679 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 26th 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

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

Date: **AUGUST 11, 2016**

- **CASE:** P-0816-35
- **REQUESTED ACTION:** from Vestavia Hills O-1 and Vestavia Hills B-3 to Vestavia Hills B-1.2 For The Purpose Of Commercial Development
- **ADDRESS/LOCATION:** 3017 Cahaba Heights Rd.
- **APPLICANT/OWNER:** Cahaba Heights Corner, LLC & Bob Armstrong
- **REPRESENTING AGENT:** Christopher Architects
- **GENERAL DISCUSSION:** Property is on the corner of Cahaba Heights Rd. and Dolly Ridge Rd. and is more commonly known as the Armstrong garage and the vacant property to the west. Applicant is seeking rezoning to build a restaurant building to potentially hold two establishments. The building would be approx. 6,000 sq. ft. The building would be as close as 5.5' at the intersection of Cahaba Heights Rd. and Dolly Ridge Rd. 76 parking spaces would be spread out among 2 separate lots. The creek running through the middle of the site will remain and be used as a feature for the restaurant. A proposed site plan, landscaping plan, and rendering is enclosed. Lots would be combined after rezoning.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for retail/mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** Approval needed on creek and drainage.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.

4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Wolfe made a motion to recommend rezoning approval of 3017 Cahaba Heights Rd. from Vestavia Hills O-1 and Vestavia Hills B-3 to Vestavia Hills B-1.2 with the condition:

- A. The two lots be resurveyed into one lot.

Second was by Mr. Sharp. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. Wolfe – yes

Mr. Brooks – yes

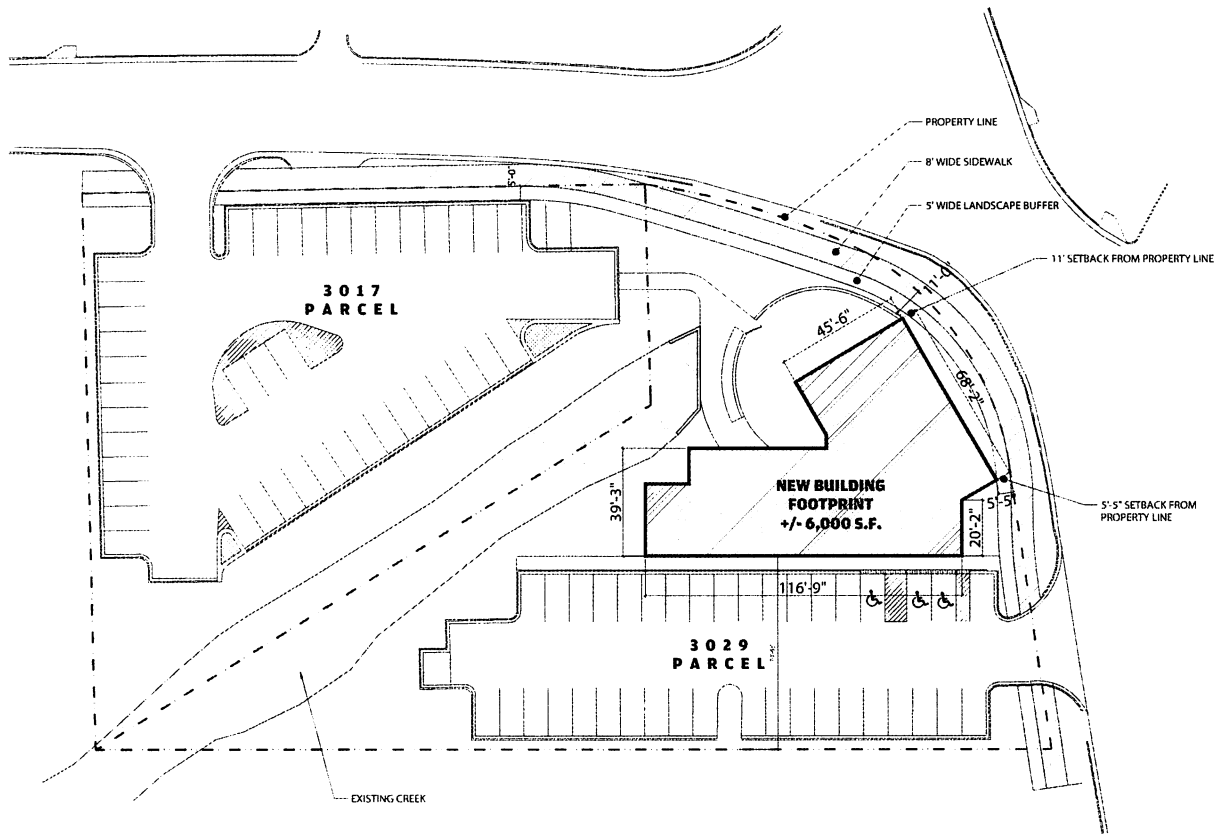
Motion carried

Mr. Burrell – yes

Mr. Sharp – yes

Mr. House – yes

Mr. Larson – yes



01 | CONCEPTUAL SITE PLAN
SCALE: 1/8" = 1'-0"

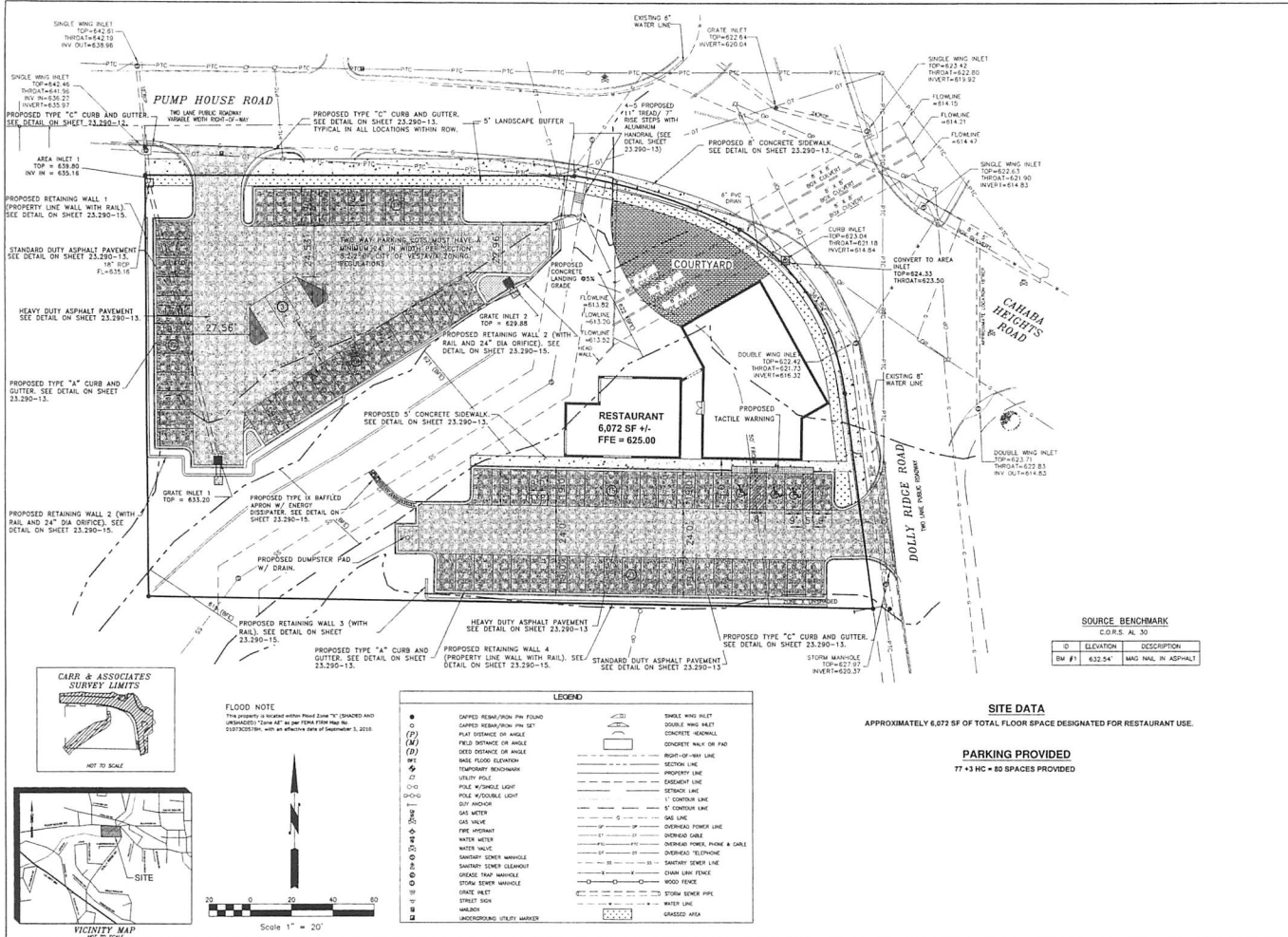


CRISTOPHER
GROUP, ARCHITECTS &
INTERIORS

ARMSTRONG DEVELOPMENT

CONCEPTUAL
LANDSCAPE
15060
07/07/2018

A0.1
NOT FOR CONSTRUCTION



CARR & ASSOCIATES ENGINEERS, INC.
153 CAHABA VALLEY PARKWAY
JEFFERSON COUNTY, ALABAMA 36017
TEL: 205-772-1111 FAX: 205-772-1112
WWW.CARR-ENGINEERS.COM

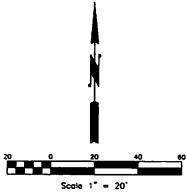
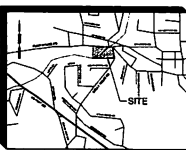
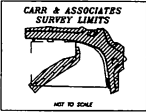
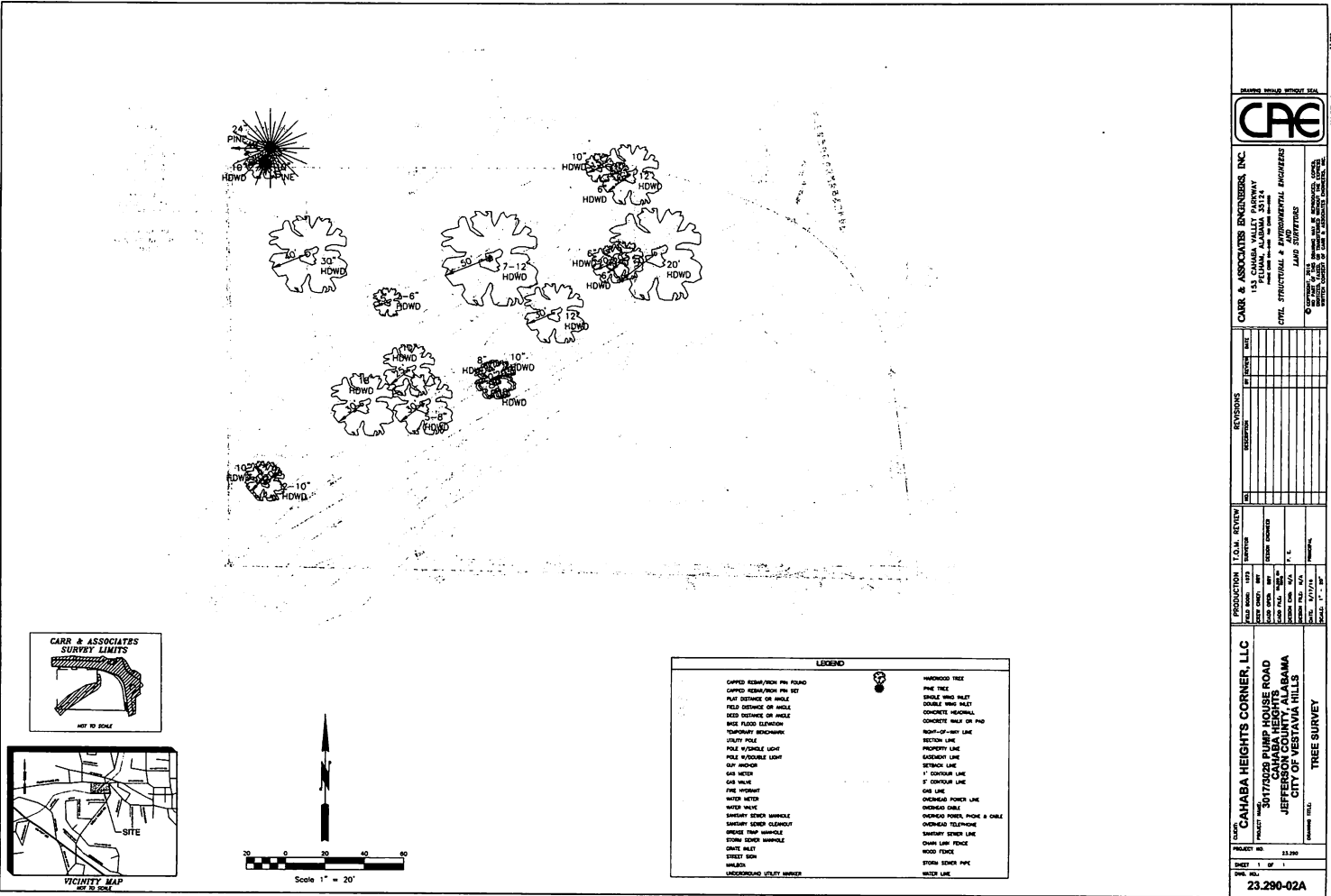
CARR & ASSOCIATES SURVEY LIMITS

CAHABA HEIGHTS CORNER, LLC
3017/3029 PUMP HOUSE ROAD
JEFFERSON COUNTY, ALABAMA
CITY OF VESTAVIA HILLS

ZONING PLAN

PROJECT NO. 23.290
SHEET 1 OF 1
DATE: 07/27/14
SCALE: 1" = 20'

23.290-01



LEGEND

CAPPED REBAR/IRON PIN FOUND	HANDICAP TREE
CAPPED REBAR/IRON PIN SET	PAVE TREE
PLAT DISTANCE OR ANGLE	SINGLE WHOLE INLET
FIELD DISTANCE OR ANGLE	DOUBLE WHOLE INLET
DECK DISTANCE OR ANGLE	CONCRETE REBAR
BRIDGE FLOOR ELEVATION	CONCRETE WALL OR PAD
TERRAIN ELEVATION	80#-20-80# LINE
UTILITY POLE	SECTION LINE
POLE W/DOUBLE LIGHT	PROPERTY LINE
POLE W/SINGLE LIGHT	SECTION LINE
OUR METER	SECTION LINE
GAS METER	1" CONTOUR LINE
GAS VALVE	5" CONTOUR LINE
PAVE MOUNT	ONE LINE
WATER METER	OVERHEAD POWER LINE
WATER METER	OVERHEAD CABLE
EMERGENCY SERVICE MANHOLE	OVERHEAD POWER, POLE & CABLE
STANDARD SERVICE CONNECTION	OVERHEAD TELEPHONE
EMERGENCY TRAP MANHOLE	STANDARD SERVICE LINE
STANDARD SERVICE MANHOLE	OWNERS LAW FENCE
DRIVE ALLEY	WOOD FENCE
STREET SIGN	STONE SERVICE PARK
MANHOLE	WATER LINE
UNDERGROUND UTILITY MANHOLE	



CARR & ASSOCIATES ENGINEERS, INC.
 151 CANABA VALLEY PARKWAY
 CANTON, MISSISSIPPI 39024
 (601) 833-1111
 FAX (601) 833-1112
 WWW.CARR-ENGINEERS.COM

REVISIONS	BY	DATE	DESCRIPTION

PRODUCTION	T.O.M.	REVIEW	DATE

CANABA HEIGHTS CORNER, LLC
 301770222 PUMP HOUSE ROAD
 CANTON, MISSISSIPPI 39024
 JEFFERSON COUNTY, ALABAMA
 CITY OF VESTAVIA HILLS

TREE SURVEY

PROJECT NO. 11.299
 SHEET 1 OF 1
23-290-02A