

**Vestavia Hills
Amended
City Council Agenda
November 27, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Brian Davis, Public Services Director
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
 - a. Announcement of Park and Recreation Board Vacancy
 - b. Announcement of Library Board Vacancy
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – November 13, 2017 (Regular Meeting)

Old Business

9. Resolution Number 5000 - A Resolution Of The City Of Vestavia Hills Authorizing LWCF Project Amendment In Order To Allow Disposition Of Surplus Property At Wald Park (*public hearing*)
10. Ordinance Number 2732 - Rezoning – 1644 Shades Crest Road; Rezone From Jefferson County R-1 To Vestavia Hills R-2, Conservation Subdivision; Wedgworth Realty, Inc., Michael Wedgworth, Representing (*public hearing*)
11. Ordinance Number 2733 – Annexation – 90 Day Final – 1644 Shades Crest Road; Wedgworth Realty, Inc., Michael Wedgworth, Representing (*public hearing*)
12. Ordinance Number 2734 - Rezoning – 3779 and 3781 Poe Drive; Rezone from VH R-4 to VH R-9; Overton Investments, LLC (*public hearing*)

New Business

13. Resolution Number 5004 – A Resolution Approving An Alcohol License For David, LLC D/B/A Green Valley Shell; Nagib Faisal Saleh, Executive
14. Resolution Number 4998A – A Resolution Amending Resolution Number 4998 Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Signature Public Funding Corporation For The Lease/Purchase Of Radios And Equipment

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

15. Citizen Comments
16. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

NOVEMBER 13, 2017

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Police Captain
Melvin Turner, Finance Director
George Sawaya, Asst. Treasurer
Marvin Green, Fire Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Cinnamon McCulley, Communications Specialist

Chris Blazer, Senior Director of Alumni Programs and Annual Giving at Samford University, provided the invocation, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Head announced an upcoming vacancy on the Vestavia Hills Parks and Recreation Board. He stated that the Council will begin receiving applications tomorrow morning. Personal interviews will be held around the first part of December for an appointment on December 18.
- The Mayor announced an upcoming vacancy on the Vestavia Hills Library Board. He stated that the Council will begin receiving applications tomorrow morning. Personal interviews will be held around the first part of December for an appointment on December 18.

- Mrs. Cook recognized some high school students who were in attendance and explained that they from the VHHS AP Government class. She welcomed the students to the meeting.
- Mr. Pierce recognized Ben Chambliss and Mark McCoy who were present representing the Chamber of Commerce.

EMPLOYEE RECOGNITION – KEVIN YORK

The Mayor and the City Council, presented a Certificate of Recognition to Captain Kevin York for his service to the City with the Vestavia Hills Police Department. The Mayor stated that he has known Captain York for well over 30 years and commended him for his support in law enforcement efforts as well as the support of his wife and daughter who were also in attendance. Capt. York has served the City's Police Department since 1986 and retired this year.

Captain York thanked the Mayor and Council for the opportunity and stated that it has been his honor and privilege to serve the City.

PRESENTATION – JABO WAGGONER, ALABAMA STATE SENATE

The Mayor explained that the reason Senator Waggoner was actually asked to come to tonight's meeting was to present a Certificate of Recognition for being the one person in the State of Alabama who has served more years than anyone else in the Alabama Legislature. Unbeknownst to him, Senator Waggoner was joined by his family and friends for this special recognition and the Council celebrated Sen. Waggoner's decades of service both in the Alabama House of Representatives and the Alabama Senate.

Senator Waggoner thanked the Mayor and Council for the recognition and the surprise attendance of his family members. He indicated that his family goes back a long way with the City and stated that this was the first time that he has been invited to speak to his City Council concerning the legislature. He noted that one of the most important pieces of legislation with which he helped the city was the annexation of Liberty Park.

Gayle England, former Vestavia Hills City Councilor, stated she was serving on the Vestavia Hills City Council when Liberty Park was annexed and she thanked him for that legislation along with all the other legislation he has done for the City.

The Mayor stated that any time during the last legislative session he had a question he was able to contact Senator Waggoner and find out needed information.

Senator Waggoner introduced his family members: his son, Mark and daughter-in-law, Susan; daughter, Lynn, and son-in-law, Kevin; and his wife, Marilyn. He stated that he only has one son who was not present—Jay, who lives in Atlanta.

PROCLAMATION – NATIONAL HOSPICE AND PALLIATIVE CARE MONTH

The Mayor presented a Proclamation designating the month of November, 2017, as National Hospice and Palliative Care Month. Mr. Downes read the proclamation and the Mayor presented it to representatives from Affinity Hospice: Alison Craddock, Social Worker; Kim Smith, Volunteer Coordinator; and Stephanie Sansing, Community Education.

PROCLAMATION – SMALL BUSINESS SATURDAY

The Mayor presented a Proclamation designating November 18, 2017, as Small Business Saturday. Mr. Downes read the Proclamation and the Mayor presented it to Karen Odle, Vestavia Hills Chamber of Commerce President, and Doug Dean, Chair-Elect for the Chamber Executive Board.

CITY MANAGER’S REPORT

- Mr. Downes stated that two prominent properties on Highway 31 have recently changed ownership. He stated that the City Center has been purchased by Katz Properties. He explained that they have plans to upgrade that property. He stated that Treetop Apartments has also sold and the new owners have met with city officials and the board of education in the hopes of investing funds into improvement of the apartments, with an eventual connection from Wald Park to the City Hall.
- Mr. Downes stated that the City has recently completed applications for various grants for prominent projects. He stated that one is tied to a mine reclamation project. Since the SHAC has a master plan and is a reclaimed area, it qualifies for some special funding, perhaps as much as \$1 million, that might come available. He indicated that FEMA contacted the City in regard to funding for flood modeling along the Montgomery Highway corridor, which led the City to apply for funding. The City has also been working to find funding for a trail connection between the City Hall property and Wald Park. Cooperation of Southminster Presbyterian Church and the new owners of Treetop Apartments might allow easements to establish an access corridor between the City Hall and Wald Park.
- Mr. Downes announced there will be a public meeting at the New Merkel House to discuss improvements to Crosshaven Drive. City staff, Jefferson County staff, consultants and traffic engineers will attend this meeting to provide information regarding planned improvements.
- Mr. Downes announced the annual Christmas Tree Lighting event that will be conducted November 28, at 6 PM, City Hall.

COUNCILOR REPORTS

- Mrs. Cook announced some upcoming community engagement meetings in regard to upcoming Board of Education facilities decisions. Meetings begin November 14, at St. Stephens Episcopal Church, beginning at 10 AM, followed by a meeting November 15, at Pizitz Middle School, beginning at 4 PM. The regular board meeting will follow the community engagement meeting, November 15, 6 PM. She announced a PTO legislative forum on Thursday, November 16, at 8:30 AM, at the Mountain Brook Board of Education.
- Mr. Pierce announced a Chamber Board luncheon tomorrow, 11:30 AM, at the Vestavia Country Club. He added that the Chamber Board meeting will be held Thursday, 7:45 AM.
- Mr. Pierce commended the organizers of Deck the Heights, a merchant-led community event, held November 9. He stated this was a great event and well attended. He reminded everyone of the activities going on for Holiday in the Hills, which are detailed in the Chamber newsletters.
- Mr. Weaver stated that the Planning and Zoning Commission met last Thursday. He stated that one rezoning request was recommended for approval and will be coming soon to the City for final consideration.
- Mr. Head stated that the Parks and Recreation Board will have their regular meeting on November 21, 7 AM. He recognized the JSY football team, which made the championship, along with Mr. Weaver's 4th grade team along and the 3rd and 5th grade teams, which will be playing for a championship next Saturday at the former Berry High School.

FINANCIAL REPORTS

Mr. Turner presented the 2017 fiscal year ending reports. He read and explained the balances and answered questions concerning the year-end totals.

APPROVAL OF MINUTES

The minutes of the October 16, 2017 (Work Session) and October 23, 2017 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the October 16, 2017 (Work Session), and approve them as presented was by Mr. Weaver and second by Mrs. Cook. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

MOTION Motion to dispense with the reading of the minutes of the October 23, 2017 (Regular Meeting), and approve them as presented was by Mrs. Cook and second by Mr. Weaver. Roll call vote as follows:

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes
Mr. Head – yes
Mr. Weaver – yes
Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4995

Resolution Number 4995 – Annexation – 90-Day – 3533 Squire Lane; Jason and Kathleen Lawrence, Owners (*public hearing*)

MOTION Motion to approve Resolution Number 4995 was made by Mr. Pierce and second was by Mrs. Cook.

Mr. and Mrs. Lawrence were present for this request.

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

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes
Mr. Head – yes
Mr. Weaver – yes
Motion carried.

ORDINANCE NUMBER 2731

Ordinance Number 2731 – Annexation – Overnight – 3533 Squire Lane; Jason and Kathleen Lawrence, Owners (*public hearing*)

MOTION Motion to approve Ordinance Number 2731 was made by Mr. Weaver and second was by Mrs. Cook.

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

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes
Mr. Head – yes
Mr. Weaver – yes
Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4996

Resolution Number 4996 – A Resolution Authorizing The City Manager To Issue A Refund To Whirlpool Corporation For Overpayment Of Sales Taxes For Tax Years 2014-2017

MOTION Motion to approve Resolution Number 4996 was made by Mr. Pierce and second was by Mr. Weaver.

Mr. Downes stated that this overpayment occurred from the installation of equipment into an apartment building located near Patchwork Farms. The taxes were remitted to the City of Vestavia and it was later learned that the remittance should have been to the City of Birmingham because the apartments are actually located in Birmingham. He added that a similar error resulted in Resort Lifestyle owing the City \$55,000, which was mistakenly remitted to another entity. He indicated these errors prompted the City to hire an auditing firm to track tax collections for these type larger projects, to ensure that the appropriate revenues are being remitted to the City.

There being no one to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 4997

Resolution Number 4997 – A Resolution Approving Liquor License For Lionfield Restaurant Group LLC D/B/A Chronic Tacos; Michael F. Ghareeb Jr., And Rigaud P. Lee, Executives (*public hearing*)

Brad McGibbony, representing Lionfield Restaurant Group, stated that Chronic Tacos is a small chain restaurant. This request is for a restaurant liquor license. He stated that they waited until after opening the restaurant to apply for the license because they wanted to ensure things were running smoothly before making this request.

MOTION Motion to approve Resolution Number 4997 was made by Mr. Weaver and second was by Mrs. Cook.

Mr. Pierce asked about training of employees to guard against sales to minors.

Mr. McGibbony stated they are doing the responsible vendor program through the ABC Board and also have implemented additional internal policies to ensure alcohol will not be sold to minors.

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

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 4998

Resolution Number 4998 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Signature Public Funding Corporation For The Lease/Purchase Of Radios And Equipment

MOTION Motion to approve Resolution Number 4998 was made by Mrs. Cook and second was by Mr. Weaver.

Mr. Downes stated that this supports the short-term financing required to allow this equipment to be paid for over time through the special funding for E-9-1-1 funding. Mr. Turner was able to obtain a very low interest rate on this financing.

Police Chief Rary and Fire Chief Green were present to answer questions concerning the proposed equipment. Chief Rary stated purchasing this equipment would improve communications within the City and also among neighboring jurisdictions, because the type of radio used would be consistent. He explained that the City recently hosted a funeral for a Vestavia Hills police officer and having the same type radios across jurisdictions allowed officers from other jurisdictions to cover beats so our officers could attend the funeral.

Chief Green stated that this will help to upgrade the Fire Department communications as well, because the present equipment will be obsolete and unusable within the next couple of years.

The Mayor asked the Chief to convey to the officers of our neighboring jurisdictions the City's thanks for their assistance during the funeral.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 4999

Resolution Number 4999 - A Resolution Declaring A Weed And Other Vegetation Nuisance Pursuant To Ordinance Number 2567 And Directing The City Manager To Abate Said Nuisance (public hearing)

MOTION Motion to approve Resolution Number 4999 was made by Mr. Weaver and second was by Mrs. Cook.

Sgt. Coleman was present in regard to this request. He explained this property is located at 2585 Ivy Glenn Drive. He has had multiple complaints about this property and some have been resolved; however, the bushes remain out of compliance and overgrowth is taking over the premises. He stated he has provided proper notice to the owner, according to the City's ordinance, and asked the Council to allow the abatement. He noted that, because the owner did not answer the door, the notices were posted on the door each time notice was given.

Mrs. Cook asked when was the most recent time Sgt. Coleman had checked the condition of the property.

Sgt. Coleman stated the last time he visited the property was last week and the property's condition was unchanged. He stated the owner had not contacted the City, even though the City requested this in both notices.

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

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5001

Resolution Number 5001 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver A Master Services Agreement And A Schedule No. 001 To The Master Services Agreement For Revenue And Auditing Services For The City Of Vestavia Hills

MOTION Motion to approve Resolution Number 5001 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes stated that this allows the City another tool to capture revenues from the larger construction projects to ensure that revenues are being received by the City and not remitted to another municipality.

Mrs. Cook asked if the City has hired this company previously.

Mr. Downes stated the City has not used them previously, but this is a pilot project to specifically focus on revenue collection for larger construction projects.

Mrs. Cook asked if this contract duplicates services already provided by existing city auditing contracts.

Mr. Turner stated that this contractor would be working with Building Safety, which does not utilize the other auditing company.

There being no one to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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 regular meeting on November 27, 2017, at 6:00 PM.

- Resolution Number 5000 - A Resolution Of The City Of Vestavia Hills Authorizing LWCF Project Amendment In Order To Allow Disposition Of Surplus Property At Wald Park (*public hearing*)
- Ordinance Number 2732 - Rezoning – 1644 Shades Crest Road; Rezone From Jefferson County R-1 To Vestavia Hills R-2, Conservation Subdivision; Wedgworth Realty, Inc., Michael Wedgworth, Representing (*public hearing*)
- Ordinance Number 2733 – Annexation – 90 Day Final – 1644 Shades Crest Road; Wedgworth Realty, Inc., Michael Wedgworth, Representing (*public hearing*)
- Ordinance Number 2734 - Rezoning – 3779 and 3781 Poe Drive; Rezone from VH R-4 to VH R-9; Overton Investments, LLC (*public hearing*)

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

The Mayor stated that the Council needed to go into Executive Session for the purpose of Economic Development and Matters of Commerce for an estimated 30 minutes. The Mayor stated there will be no action taken after the Executive Session and opened the floor for a motion.

MOTION Motion to go into Executive Session for the purpose of Economic Development and Matters of Commerce for an estimated 30 minutes Mr. Weaver and second was by Mr. Pierce

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

The Council exited the Chamber and entered into executive session at 7:04 PM. The Council returned to the Chamber and exited Executive Session at 7:46 PM. The Mayor called the meeting back to order.

The Council discussed closing dates for the upcoming board application periods and interview dates. At 7:49 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 7:50 PM.

Ashley Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5000

**A RESOLUTION OF THE CITY OF VESTAVIA HILLS AUTHORIZING
LWCF PROJECT AMENDMENT IN ORDER TO ALLOW DISPOSITION
OF SURPLUS PROPERTY AT WALD PARK**

WHEREAS, the original fifty-year restrictive covenants have expired for property the City purchased in 1960 from the Wald family, which said property totals 31+ acres and contains the subject properties identified herein; and

WHEREAS, the subject properties were included within the protected Section 6f boundary when the City received funding through the federal Land and Water Conservation Fund (LWCF) program in 1979 to make improvements to Wald Park; and

WHEREAS, the subject properties have been identified as surplus to the needs of the City and other potential uses have been identified which would result in greater public benefit than the present use of said properties; and

WHEREAS, LWCF regulations require that a property to be removed from Section 6f protection be replaced by a property of equivalent market and recreational value (“conversion”); and the City has determined that it has LWCF eligible property to offer as a replacement for said surplus property; and

WHEREAS, the Council finds it in the best public interest to facilitate the expansion of the City’s school system and to promote economic development through highest-and-best use of strategic parcels; and

WHEREAS, the Vestavia Hills Board of Education has expressed interest in a parcel ±0.25 acres adjacent to Vestavia Hills Elementary West and private commercial developers have expressed interest in the Public Works site which is 2.27 acres and located 1280 Montgomery Highway plus adjacent land that is approximately ±0.3 acres; and

WHEREAS, the conversion of these properties in order to remove them from the recreational Section 6f boundary would leave approximately 20 acres within the protected Section 6f boundary for Wald Park; and

WHEREAS, the Altadena Valley Country Club property is sufficient to meet the replacement requirements for the school expansion parcel and public works site and excess fair market value along with recreational utility of the planned park at Altadena may be banked for supplemental conversions as may be required for the ± 0.3 acre parcel described above as well as renovations to Wald Park;

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

1. The City Council of the City of Vestavia Hills, Alabama finds and determines, in accordance with the requirements of Title 11-47-20, *Code of Alabama, 1975*, that the following described parcels of real property situated in Wald Park (hereinafter referred to individually and collectively as “surplus property”) are not needed for municipal or public purposes:

- a) ± 2.52 acre parcel Public Works site located 1280 Montgomery Highway,
[Exhibit A]
- b) ± 0.254 acre parcel as described in Exhibit B
- c) ± 0.3 acre parcel adjacent to the Public Works site, as described in Exhibit C

2. The City Council of the City of Vestavia Hills, Alabama further finds and determines that it would not be in the best public interest for the surplus property (described in section 1 above) to continue to be limited to the use of “outdoor recreational purposes” pursuant to that certain Notice of Limitation of Use, which was filed in the office of the Judge of Probate of Jefferson County, Alabama on August 27, 1979 and recorded at Real 1806, Page 437.

3. The City Council finds and determines that it would serve the best public interests for the surplus property to be released from the Notice of Limitation of Use and used for other purposes in the future.

4. The City Manager and Mayor are hereby authorized and directed to take any and all action with any and all federal, state and local agencies, specifically including, but not limited to, the Heritage Conservation and Recreation Service (formerly the Bureau of Outdoor Recreation) of the United States Department of Interior and Alabama Department of Economic and Community Affairs (ADECA) necessary to complete a conversion (LWCF Project Amendment) to have the surplus property released from the Notice of Limitation of Use.

5. On December 28, 2015, a parcel of real estate formerly used as a portion of Altadena Valley Country Club Golf Course (“Altadena property”) was donated to the City of

Vestavia Hills by virtue of that certain Statutory Warranty Deed, dated December 28, 2015, filed for record in the office of the Judge of Probate of Jefferson County, Alabama on December 28, 2015 and recorded at AL040 Inst. # 201512300124951. The City Manager and Mayor are hereby authorized and directed to substitute the Altadena property for the surplus property in any and all documents necessary to complete the conversion with ADECA and to release the surplus property from the limitation of “outdoor recreational purposes” only. The City Council is aware that completion of the conversion as aforesaid will limit the use of the Altadena property to outdoor recreational purposes only.

6. The Mayor and City Manager are hereby authorized and directed to execute and deliver any and all documents for and on behalf of the City of Vestavia Hills, Alabama to complete the actions described in sections 4 and 5 above.

7. The City Council will determine at a future date by properly enacted ordinance the specific “outdoor recreational purposes” that the Altadena property shall be used for. Following that decision, the Altadena property shall be managed and operated by the Vestavia Hills Park and Recreation Board pursuant to the authority of Ordinance Number 2258.

8. Any disposition, by sale or gift, of any of the surplus property shall be approved by the City Council of the City of Vestavia Hills by properly enacted ordinance at a future date.

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

10. The provisions of the resolution shall become effective immediately upon the passage and approval thereof by the City Council of the City of Vestavia Hills, Alabama and the publication and/or posting thereof as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 27th day of November, 2017.

APPROVED BY:

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT A



VESTAVIA HILLS

A LIFE ABOVE

WALD PARK

LWCF Section 6(f)(3)

Map Overlay Showing Proposed Conversions of 1280 Montgomery Highway 2.28 Acre Parcel and 1265 (adjacent) Montgomery Highway .25 Acre Parcel

Wald Park

LWCF—Project Number 01-00407

1973 Merryvale Road, Vestavia Hills, AL 35216

Jefferson County

33°25'56.1"N, 86°47'27.4"W

Property owned by City of Vestavia Hills

See image on the far left for original Section 6f boundaries.

Conversion Subject 1 Parcel, 0.25 Acres 35216-2740

33°25'56.8"N, 86°47'23.7"W

Conversion Subject 2 Parcel, 2.26 Acres 35216-2810

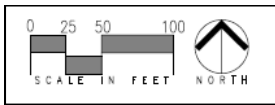
33°25'55.1"N, 86°47'18.6"W

Approved by:

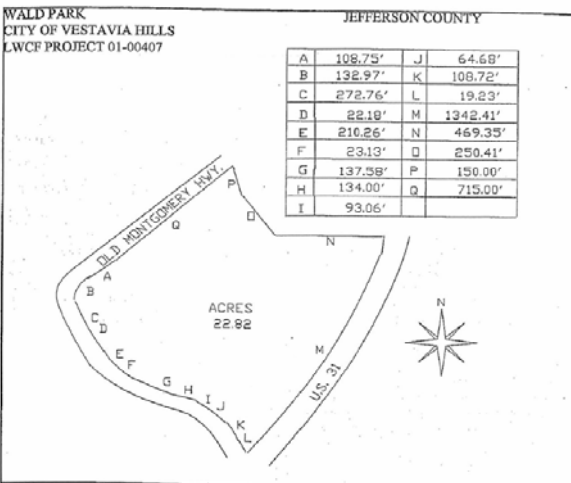
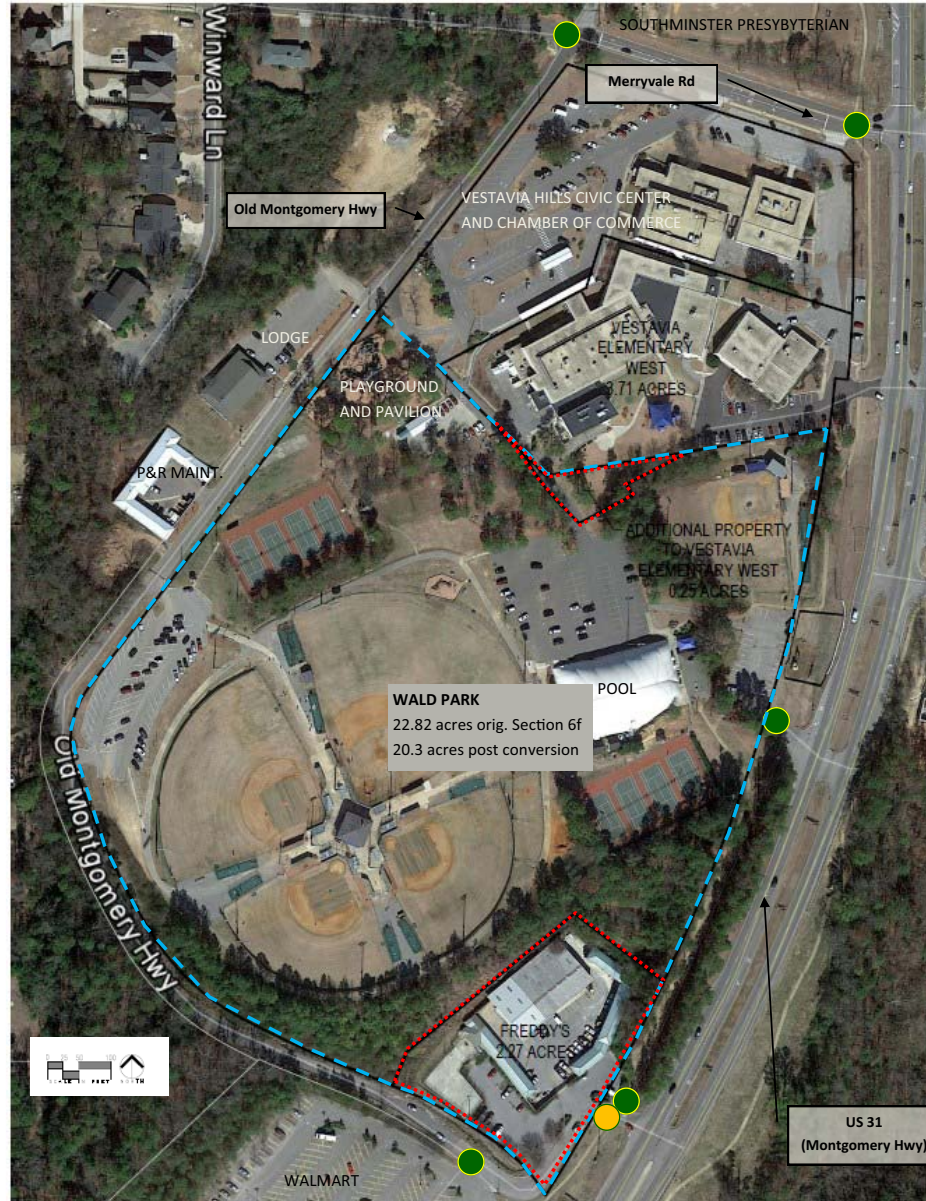
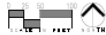
Ashley C. Curry, Mayor

Date

- LEGEND:
- Public Access
 - Future Public Access
 - Protected Boundary
 - Proposed Conversion
 - Waterway (none this property)



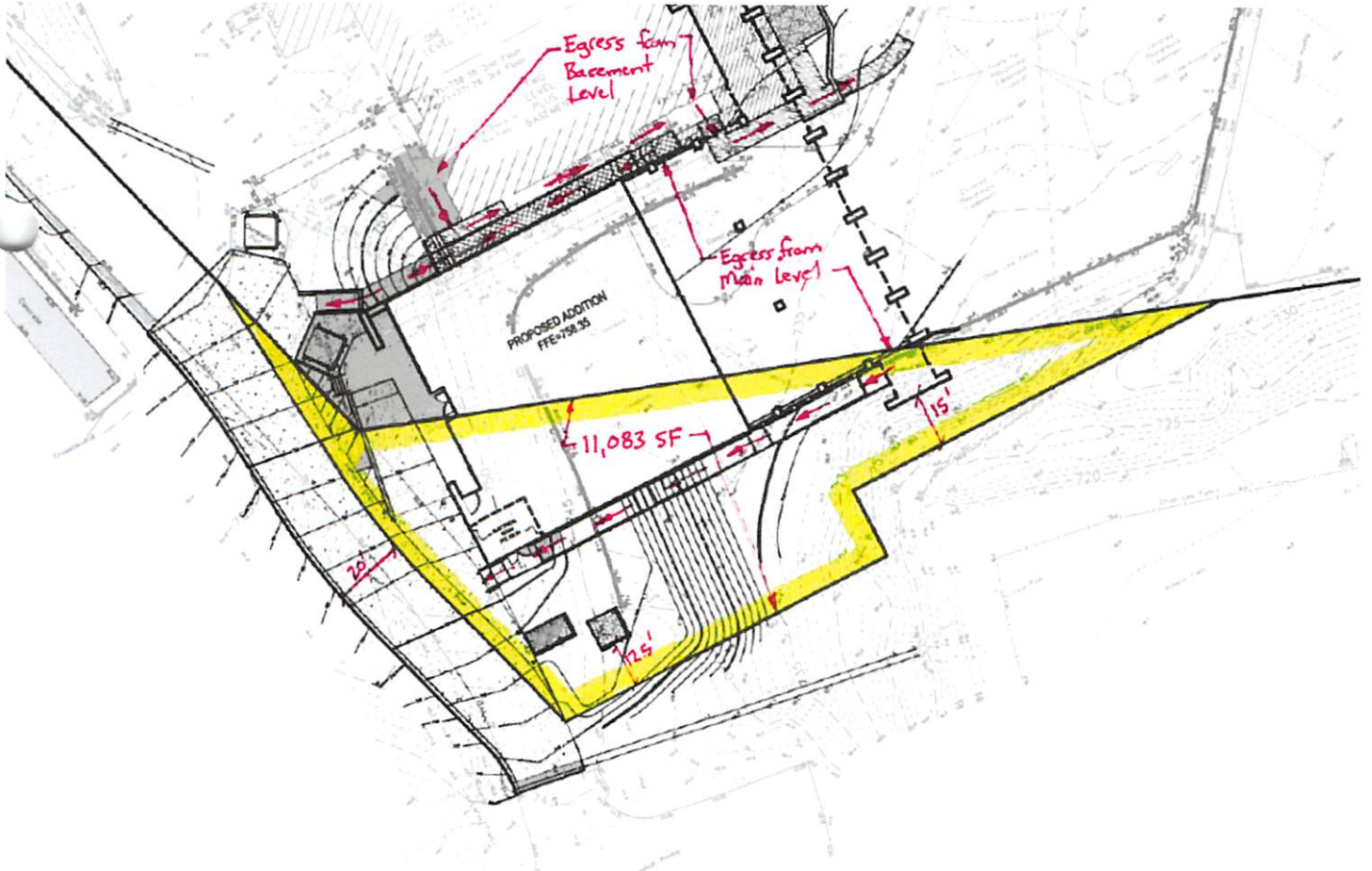
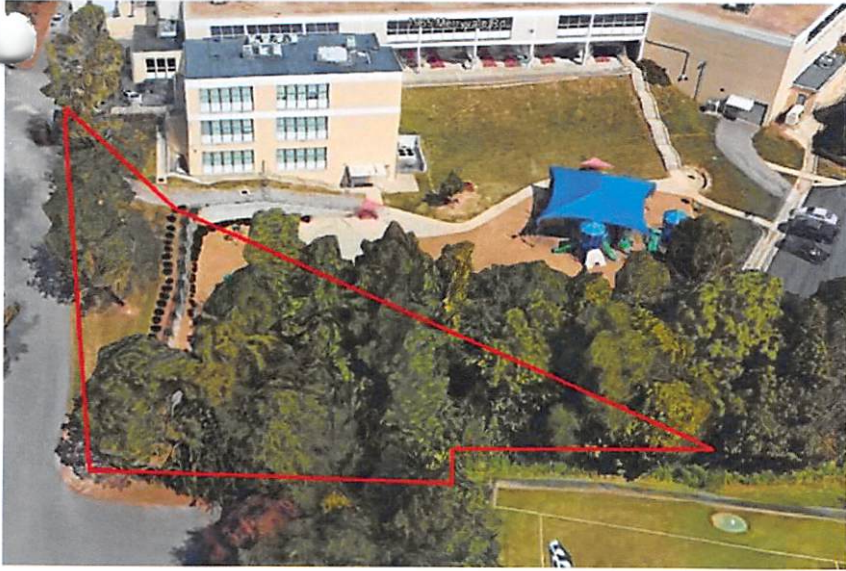
Enlarged view. Inset is to scale of map.



Wald Park original Section 6f boundary per records of the Alabama Department of Economic and Community Affairs (ADECA)

SCHOOL EXPANSION SITE AERIAL VIEW (approximate polygon)

EXHIBIT B





LBYD, Inc.
 716 South 30th Street
 Birmingham, AL 35233
 Phone (205) 251-4500
 Structural Fax (205) 344-4161
 Civil Fax (205) 488-0228
 www.lbyd.com

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 be reproduced without written permission.

LBYD Project Number
102-17-013

Date	
Drawn By	
Checked By	
Date	

Date	
Drawn By	
Checked By	
Date	

Project Name
VESTAVIA WALD PARK DEV.
VESTAVIA HILLS, AL

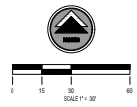
Sheet Title
PROPOSED PROPERTY LINE EXHIBIT

Date
4/12/17

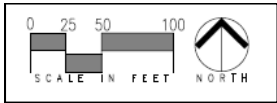
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DAD

Sheet Number
10

Deposited
 Total



- LEGEND:
- Public Access
 - Future Public Access
 - - - Protected Boundary
 - - - Proposed Conversion
 - Waterway (none this property)



Enlarged view. Inset is to scale of map.



EXHIBIT D



VESTAVIA HILLS

A LIFE ABOVE

WALD PARK

LWCF Section 6(f)(3) - 2017, *Post Conversion*—ALTERNATE

Wald Park

LWCF—Project Number 01-00407

1973 Merryvale Road, Vestavia Hills, AL 35216-2740

Jefferson County

33°25'56.1"N, 86°47'27.4"W

Property owned by City of Vestavia Hills

See image on the far left for original Section 6f boundaries.

Approved by:

Ashley C. Curry, Mayor

Date

NEW LEGAL DESCRIPTION TO
BE INSERTED HERE

Wald Park Section 6f boundary legal description post 2017 conversion
(Public Works/Freddy's and School Expansion)

LEGEND

- Public Access
- Future Public Access
- - - Protected Boundary
- ~ Waterway

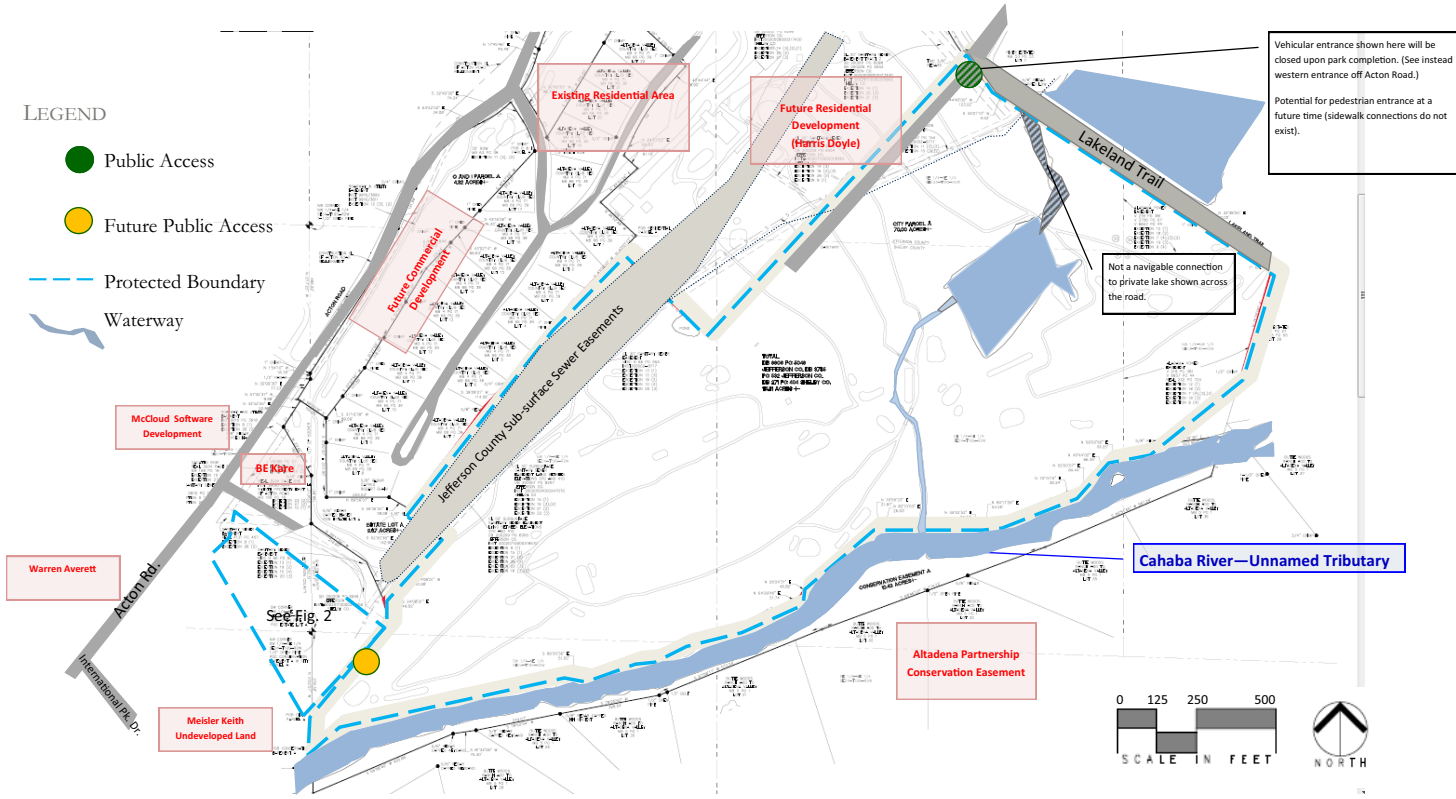


Figure 1. Proposed 6f boundary (dashed blue line) of 77+/- acre property in its current condition. Note: This map may be updated prior to 12/30/16. For more easily viewed detail of easements, see source map included in the appendix of the electronic version of the Environmental Assessment (Survey-Boundary AVCC, by EDG).

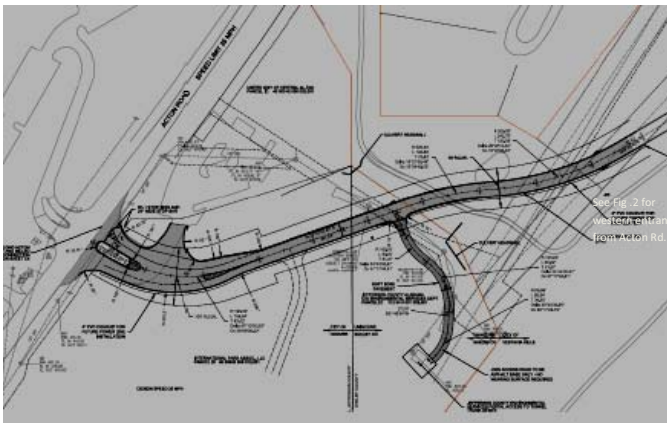


Figure 2. Site depiction for planned western access road to the park.



Figure 3. Conceptual drawing of the proposed recreational area was drawn prior to plans for the western entrance shown in Figure 2.

EXHIBIT E



VESTAVIA HILLS

A LIFE ABOVE

LWCF Section 6(f)(3) Map—Proposed

Recreational Area at the Former Altadena Valley Country Club
(Park Name and Address to be Determined)

LWCF—Project Number TBD
(former address) 2061 Alta Vista Drive,
Vestavia Hills, AL 35243-4201
Shelby and Jefferson Counties

33°24'52.7"N, 86°44'41.8"W

Deed Inst. #201512300124951, Jefferson County 12/28/2015
Property owned by City of Vestavia Hills

Note: Structures, trails and amenities presently do not exist within the Section 6(f)(3) boundary. See conceptual drawing inset for planned recreational facilities.

Approved by:

Ashley C. Curry, Mayor

Date

Jeffrey Downes, City Manager

Date

ORDINANCE NUMBER 2732

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 JEFFERSON COUNTY R-1 TO VESTAVIA HILLS R-2, CONSERVATION SUBDIVISION

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 R-1 (medium density residential district) to Vestavia Hills R-2 (medium density residential district) as a conservation subdivision pursuant to Section 7.3 of the Vestavia Hills Zoning Code with a maximum density of 13 buildable lots:

1644 Shades Crest Road
Wedgworth Realty, Inc., Owner(s)

Legal Description:

Beginning 209 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Secion 25, Township 18, Range 3 West; thence North 973.5 feet to Columbiana Road; thence Northwardly along the South side of said road 414 feet; thence South 1,075.08 feet; thence East 281.82 feet to the point of beginning.

Situated in Jefferson County, Alabama, Birmingham Division. Less and except any portion of subject property lying within a road right of way.

Being more particularly described as follows:

Begin at an iron pin found at the intersection of the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division and the North Right-of-Way line of Shades Crest Road; thence run in a Westerly direction along said North Right-of-Way line for a distance of 281.21 feet to a concrete monument found; thence turn an interior counterclockwise angle to the left of $89^{\circ}39'02''$ and run in a Northerly direction for a distance of 826.12 feet to a concrete monument found on the South Right-of-Way line of Green Springs Highway and also being on a curve to the right having a central angle of $26^{\circ}34'00''$ and a radius of 644.50 feet; thence turn an interior counterclockwise angle to the left to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said South Right-of-Way line for a distance of 298.84 feet to a $\frac{1}{2}$ " rebar

found; then turn an interior counterclockwise angle to the left from the chord of said curve of $111^{\circ}16'52''$ and run Southerly along the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division for a distance of 718.68 feet to the Point of Beginning.

APPROVED and ADOPTED this the 27th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

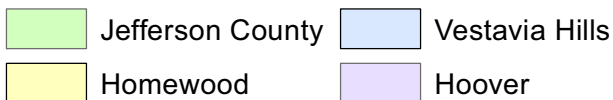
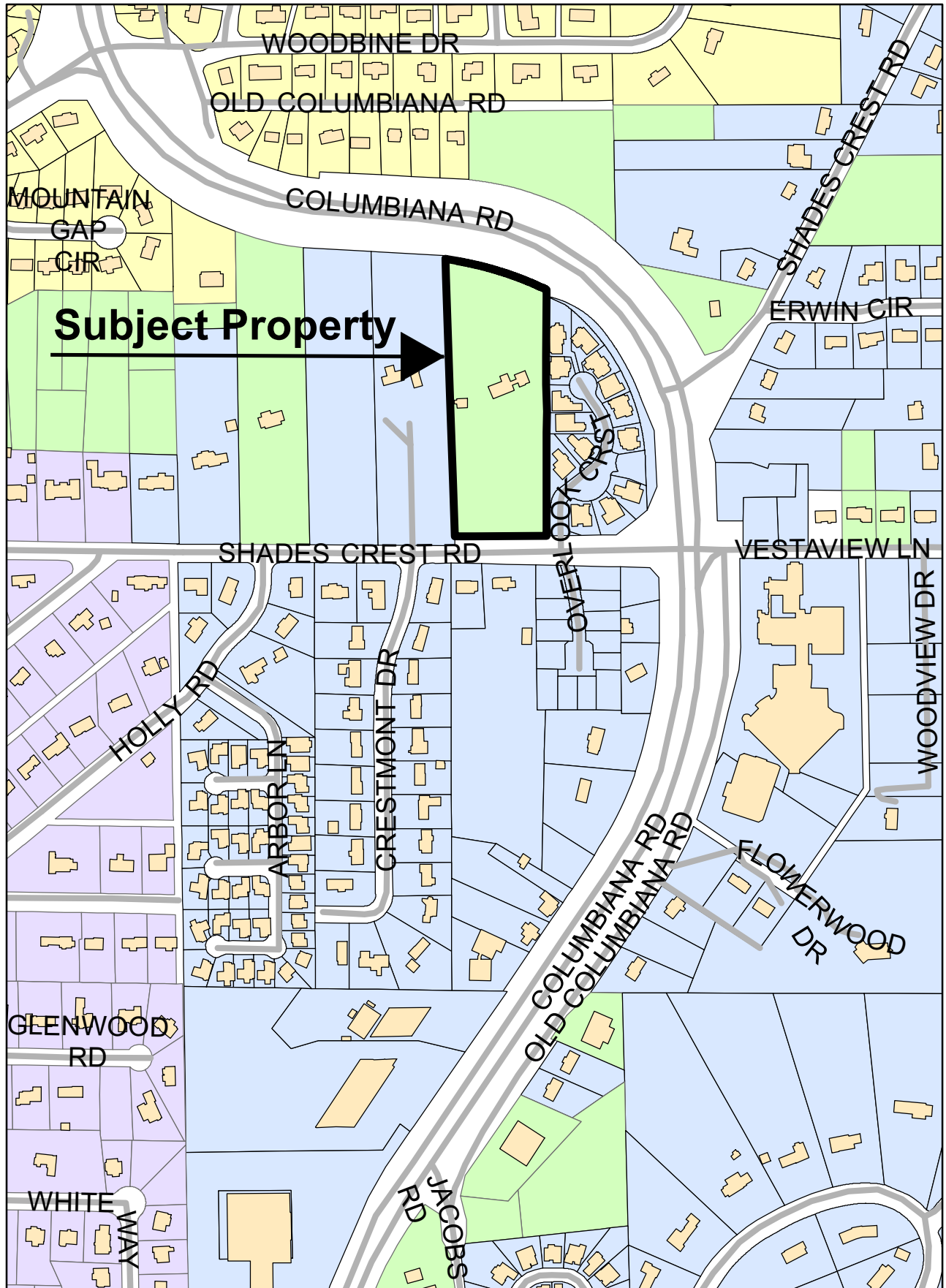
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2732 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of November, 2017 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 _____, 2017.

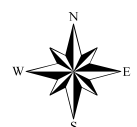
Rebecca Leavings
City Clerk

1644 Shades Crest Road

Exhibit - Ordinance No. 2732



Department of GIS
City of Vestavia Hills
May 23, 2017



SITE INFORMATION

TOTAL PROPERTY = 218,735 SF (5.02 AC)

CONSERVATION AREA
 REQUIRED = 54,684 SF (25.00%)
 PROVIDED = 54,725 SF (25.02%)

SETBACKS:

FRONT: 15'
 (LOTS 1-4, 10-13)

SIDE: 10'
 (LOTS 5-9)

15' BETWEEN HOMES (LOTS 1-5, 9-13)

5' (SOUTH SIDE LOTS 1 AND 13)

5' (NORTH SIDE LOTS 5 AND 9)

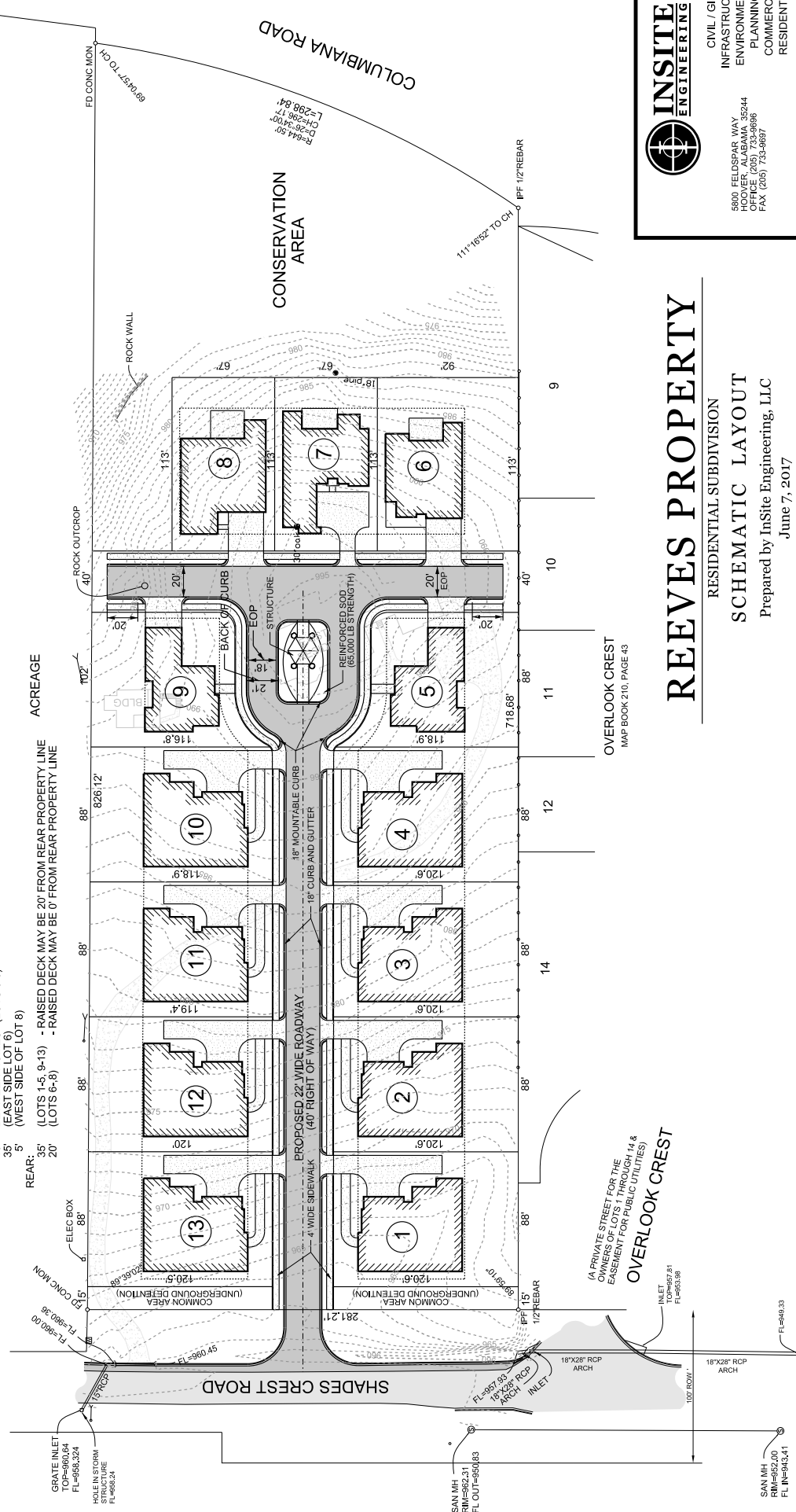
10' BETWEEN HOMES (LOTS 6-8)

35' (EAST SIDE LOT 6)

5' (WEST SIDE OF LOT 8)

REAR: 35' (LOTS 1-5, 9-13) - RAISED DECK MAY BE 20' FROM REAR PROPERTY LINE

20' (LOTS 6-8) - RAISED DECK MAY BE 0' FROM REAR PROPERTY LINE



INSITE ENGINEERING
 CIVIL / GIS
 INFRASTRUCTURE
 ENVIRONMENTAL
 PLANNING
 COMMERCIAL
 RESIDENTIAL

5800 FELOSAP WAY
 HOOVER, ALABAMA 35244
 OFFICE (205) 733-8686
 FAX (205) 733-8697

REEVES PROPERTY

RESIDENTIAL SUBDIVISION

SCHEMATIC LAYOUT

Prepared by InSite Engineering, LLC

June 7, 2017

Exhibit - Ordinance N

OVERLOOK CREST
 MAP BOOK 210, PAGE 43

(A PRIVATE STREET FOR THE OWNERS OF LOTS 1 THROUGH 14 & EASEMENT FOR PUBLIC UTILITIES)
 OVERLOOK CREST

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Subject Parcel

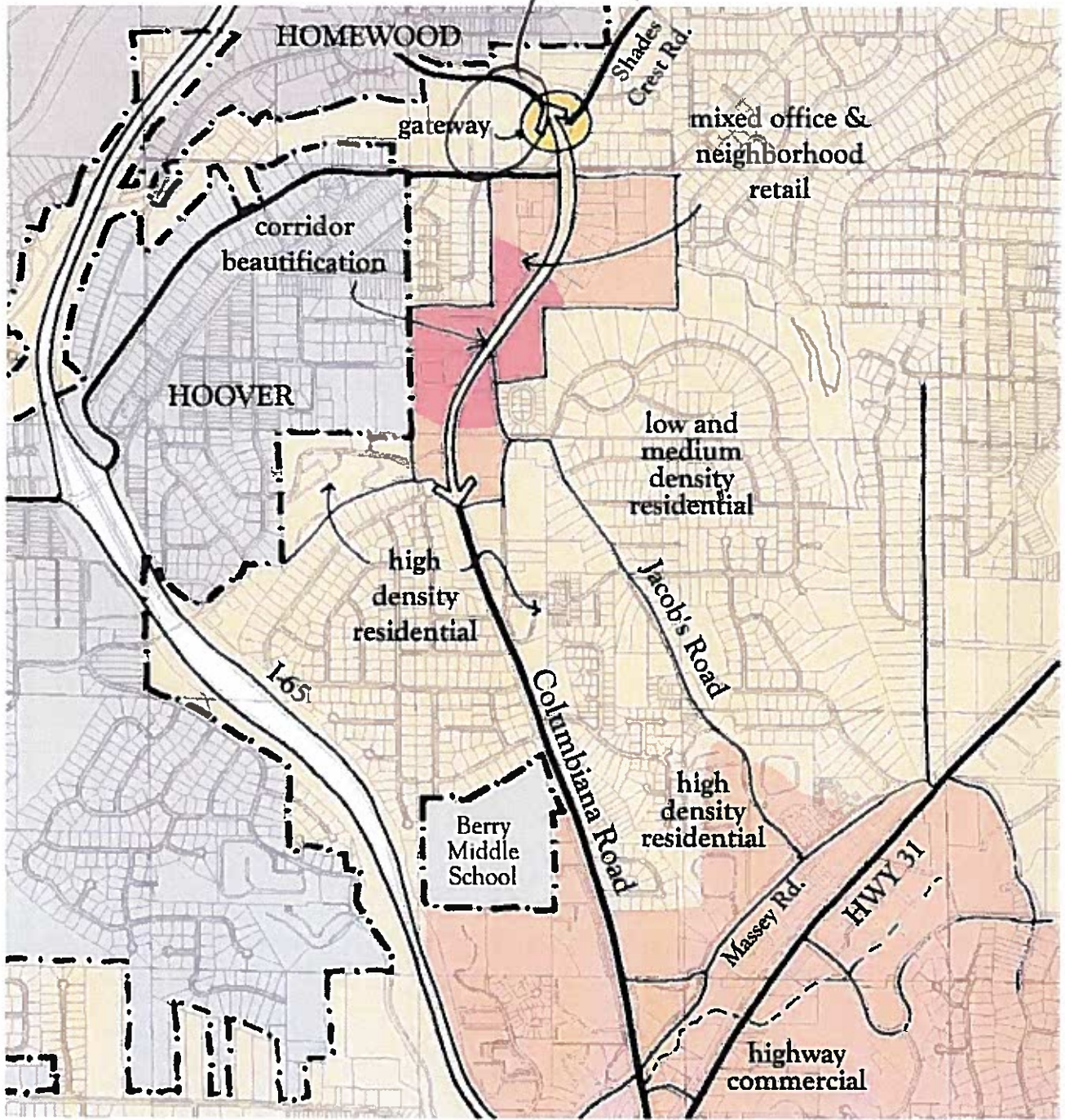


Figure 20: Columbiana Road Land Use Analysis

<ul style="list-style-type: none"> Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space. Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces. Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space. Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered. 	<ul style="list-style-type: none"> Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space. Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses. Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users. Schools - School facilities administered by the Vestavia Hills School System.
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Development • Construction • Sales

May 15, 2017

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Attention: Ms. Rebecca Leavings

Dear Ms. Leavings:

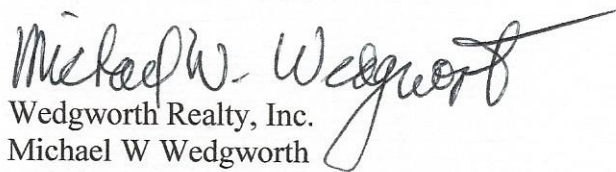
Please find my annexation application for 1644 Shades Crest Road along with the requested information. All of the information is also attached on thumb drive with one for annexation and one for zoning.

We are requesting R-2 Vestavia Conservation. This will enable us to move the homes closer to the street and allow us a 35.0 rear yard which is consistent with the current Jefferson County R-1 Zoning.

I know we are very concerned about our school systems surging enrollment. While I certainly cannot predict who will buy in this 13 Home Community, I did an informal survey of school enrollment in Overlook Crest North and South. Overlook Crest North has a total of 3 children in the School district currently out of a total of 14 homes. Overlook Crest South does not have any children in the school district out of 12 homes. If it would help I could perhaps check this more formally by checking tax records versus actual school enrollment.

Please do not hesitate to call if additional information is required.

Cordially,


Wedgworth Realty, Inc.
Michael W Wedgworth
President

Enclosures: Annexation Petition, site plan, survey, Location map, Jefferson County Zoning letter and Fire Dues Letter.

JEFFERSON COUNTY COMMISSION

Exhibit Ordinance No. 2732
Tony Petelos – Chief Executive Officer



JAMES A. "JIMMIE" STEPHENS - PRESIDENT
SANDRA LITTLE-BROWN – PRESIDENT PRO-TEMPORE
GEORGE F. BOWMAN
DAVID CARRINGTON
T. JOE KNIGHT

OFFICE OF DEVELOPMENT SERVICES

Room B-200 - Courthouse
716 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203-0005
Telephone: 205-325-5638 Fax: 205-325-5224

May 3, 2017

RE: LETTER OF CERTIFICATION OF ZONING
PARCEL I.D.#: 29-25-2-008-002.000
IN: SECTION 25 TOWNSHIP 18 RANGE 3 WEST
PROPERTY SITE ADDRESS: 1644 SHADES CREST ROAD
BIRMINGHAM, AL 35226

This is to certify that the above referenced property is located within the unincorporated areas of Jefferson County and is zoned R-1 (Single Family). This property is not located within a zoning overlay district or planned unit development. There is a record of one (1) variance issued for the property, which allowed construction of a second residence in lieu of the allowed one (1) with the condition that the original residence is to be used for a guest house only upon completion of the second residence. Attached to this letter are a Zoning Map, excerpts from the County Zoning Regulations that pertain to this particular district and excerpts from the official minutes of the County Board of Zoning Adjustment concerning variance case A-02-025.

We do not have a record of any outstanding zoning violations on the property as of the date of this letter. Any/all inquiries about building codes, certificates of occupancies, should be directed to the County's Department of Inspection Services. The telephone number for that department is (205) 325-5321. You will also note on the Zoning Map that much of the surrounding zoning is controlled by the municipalities of Vestavia Hills, Homewood, and Hoover. Any inquiry regarding zoning for those properties within those municipal limits would need to be directed to those municipalities respectively.

The Zoning Regulations are available in their entirety through the County's website: jeffconline.jccal.org. You will need to navigate to the page for our department (Land Development/Zoning), select "Regulations and Ordinances" on the left side of the screen that will guide you to a page where there is a link to the County's Zoning Regulations. The County Zoning Map is also available online through the Tax Assessor's website: maps.jccal.org. Please feel free contact me if I can be of any further assistance.

Sincerely,

Handwritten signature of Michael R. Morrison in cursive.

Michael R. Morrison, Planner/Acting Zoning Administrator
Office of Development Services

Attachments: Zoning Map, Section 803 of the County Zoning Regulations, excerpts from the February 25, 2002 minutes of the Jefferson County Board of Zoning Adjustment regarding case A-02-025, invoice.

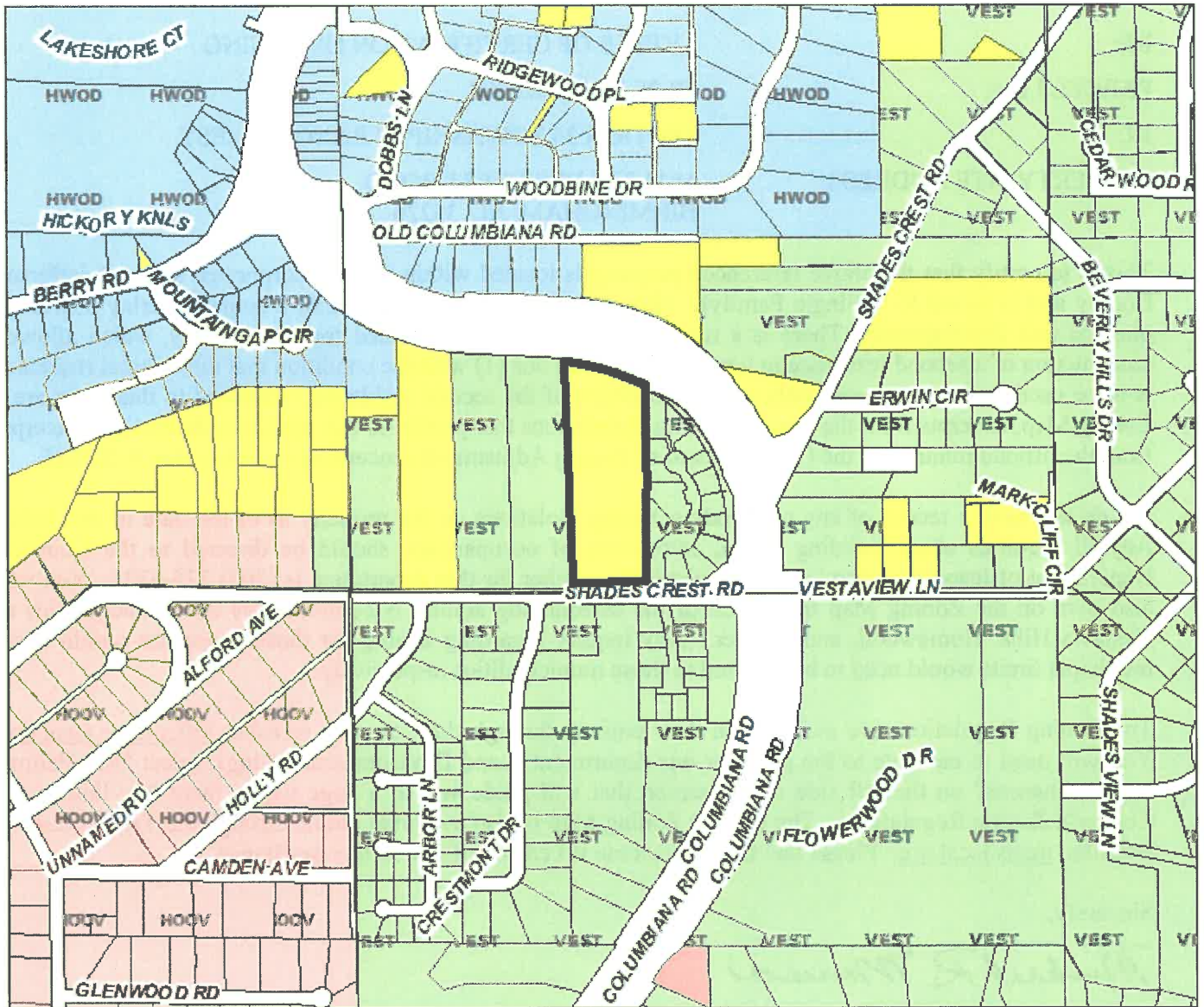
Visit our website at jeffconline.jccal.org

PLEASE NOTE: "Article 4 of the Jefferson County Zoning Resolution states that no building, structure, or land shall be used or occupied, and no building, structure, or part thereof shall be erected, constructed, reconstructed, moved or structurally altered unless in conformity with all of the regulations of this Resolution for the district in which it is located. The applicant should contact the Zoning Office in Land Planning and Development Services to obtain a Zoning Approval, which is required prior to the issuance of a Building Permit."



29-25-2-008-002.000

Current Zoning



	E-MF Estate Mini-Farm		R-5(A) Mobile Home Subdivision		PC-1 Pet Cemetery		I-1 Light Industrial
	E-1 Single Family Estate		R-5(B) Mobile Home Park		AIR-1 Airport		I-2 Heavy Industrial
	E-2 Single Family Estate		R-6 Single Family		CC-1 Country Club		I-2(A) Salvage District
	R-R Rural Residential		R-7 Planned Unit Development		C-F Preferred Commercial		I-3 Industrial
	R-1 Single Family		A-1 Agriculture		C-1 Commercial		I-3(S) Strip Mining
	R-1(S) Single Family Sewer		INST-1 Institutional 1		C-1(A) Conditional Use Alcohol		I-4 Industrial Park
	R-2 Single Family		INST-2 Institutional 2		C-2 Outdoor Amusement		I-5 Sanitary Sewage Disposal
	R-3 Two Family		INST-3 Institutional 3		C-3 Commercial		I-5(A) Private WW Treatment Plant
	R-3 Garden Homes		U-1 Utility 1		C-4 Package Store		IO Obnoxious Odors
	R-T Townhomes		U-2 Utility 2		C-5 Adult Entertainment		HW-1 Hazardous Waste
	R-4 Multi-Family		CEM-1 Cemetery				C-U Current Use

**SECTION 605
R-1 SINGLE FAMILY DISTRICT**

605.01 Use Regulations. Within an R-1 Single Family District, a building or land shall be used only for the following purposes:

- a. Any use permitted in an E-1 Estate District.
- b. Home day care in accordance with Article 16, Section 1602 of this Resolution.
- c. Customary accessory buildings or structures as follows:
 1. No more than two (2) such accessory buildings or structures shall be allowed per parcel or lot;
 2. The combined total floor area of such buildings or structures shall not exceed 1,200 square feet; and,
 3. All such buildings or structures shall be permitted only in accordance with Article 10, Sections 1001 and 1002 of this Resolution.

605.02 Area and Dimensional Regulations. In all the above permitted uses, with the exception of accessory buildings, the area and dimensional regulations set forth below shall be observed:

- a. Minimum Lot Area: 15,000 square feet, or
12,500 square feet for lots on which all
plumbing drains are connected to and
served by live sanitary sewer lines
- b. Minimum Lot Width: 75 feet
- c. Minimum Yard Requirements: Front: 35 feet
Rear: 35 feet
Side: 10 feet
- d. Minimum Floor Area: 1,000 square feet (one story)
1,100 square feet (two story; 800 first floor)
- e. Setbacks shall be measured in accordance with Article 10 of this Resolution, Sections 1001 through 1003.

END SECTION 605

2965

Minutes, Board of Zoning Adjustments, February 25, 2002

A-02-025 Sarah Ann White, owner; James Powers, agent, request a variance from the terms of the zoning regulations to construct a second residence (in lieu of the allowed one) on a parcel already containing a house and an accessory building. Parcel ID# 29-25-2-8-2 in Sec. 25 Twp 18 Range 3 West. Zoned R-1 (Single Family) (VESTAVIA) (Site Location: 1644 Shades Crest Road, Birmingham, AL 35226)

James Powers, 5164 Trace Crossing Drive, was present at the hearing. There was no opposition present.

Mr. Powers stated that the property owner [Sarah Ann White] and her family have had the existing house since 1920, and Ms. White is requesting to build a

2966

Minutes, Board of Zoning Adjustments, February 25, 2002

new home beside the existing house. There is an existing garage at the site and Ms. White is proposing to attach the new home to the garage. The existing house will be used as a guesthouse. Mr. Powers explained that the property has six and a half acres and this should be adequate to construct a second residence.

Motion was made by Lacy and seconded by McCutcheon to approve this request with the condition that the original residence be utilized for a guest house only, upon completion of the second residence. The motion was carried with a unanimous vote.

§5.3. R-2 Medium Density Residential District

This district is intended to accommodate detached, single-family dwellings on moderately-sized lots together with other uses, as may be permitted on appeal, which are compatible with such residential uses.

5.3.1. Use Regulations: See [Table 5](#) (at the end of this Article) for Permitted Uses, Special Exception Uses, and Conditional Uses.

1. Only low intensity institutional uses shall be permitted and only by Special Exception per [§12.3](#) or as Conditional Uses per [§13.3](#), as indicated in Table 5.

5.3.2. Area and Dimensional Regulations. The area and dimensional regulations set forth following and in Table 5.3 shall be observed (See also [Article 4 General Regulations](#)):

1. Only one main structure and its accessory buildings may be built on any lot of record, which, at the time of enactment of this Ordinance, is separately owned.
2. On no lot separately owned shall the aggregate width of required side yards be such that less than twenty-four (24) feet of the width of the lot be left to build upon after side yard requirements are observed.

5.3.3. Development Standards.

1. For accessory structures, see [§4.4](#).
2. For parking requirements, see [Article 8](#).
3. For landscaping requirements for permitted non-residential uses, see [Article 9](#).
4. For sign regulations, see [Article 11](#).

Table 5.3 R-2 District Area and Dimensional Regulations	
Min. Floor Area	1,600 sq. ft.
Min. Yard Setbacks	
Front	50 ft
Rear	30 ft
Side	15 ft
Min. Lot Area	15,000 sq. ft.
Min. Lot Width	100 ft
Max. Building Height	35 ft or 2 ½ stories, whichever is less
Max. Building Area	
On percent of lot	30%

equipment and provided no clients or customers shall be allowed on premises.

The Board of Zoning Adjustment may approve other home occupations per [§12.3 Special Exceptions](#) so long as they present no greater impact on the neighborhood than those listed above and provided conditions required by the BZA will be met to limit noise, traffic or other impacts that might otherwise disrupt the residential character of the neighborhood.

§7.2. Gas and Service Stations

7.2.1. Use Limitations

1. The following uses shall be prohibited: painting, body work, major repair, dismantling for recovery of parts, and sales or rental of motor vehicles or trailers.
2. Service stations shall not include more than three (3) service bays.

7.2.2. Area and Dimensional Regulations

1. All oil drainage pits and hydraulic lifts shall be located within an enclosed Structure and shall be located no closer than fifty (50) feet to an abutting residential lot line and no closer than twenty-five (25) feet to any other lot line.
2. All permitted mechanical repair work shall be conducted within an enclosed structure and shall be located no closer than fifty (50) feet to any abutting residential lot line and no closer than twenty-five (25) feet to any other lot line.
3. Fuel pumps, pump islands and other service facilities may occupy required yards; however, such shall be set back at least fifteen (15) feet from any lot line. Canopies shall not extend closer than five (5) feet to any lot line.

- 7.2.3. No storage of vehicles shall be permitted for periods in excess of thirty (30) days. Vehicles shall not be permitted to remain

on the property longer than forty-eight (48) hours unless such vehicles are stored within an enclosed building or within a rear or side yard screened in accordance with [§9.4 Screening](#).

§7.3. Conservation Subdivisions

7.3.1. Intent

1. To provide the flexibility to achieve the most effective development on lands that are constrained by natural hazards, environmentally sensitive areas or environmental regulations, which may limit the amount or type of development on such properties;
2. To enhance quality of life by promoting the creation of accessible greenspace throughout the community;
3. To protect sensitive, environmental land features to protect the health and safety of residents and neighboring property owners;
4. To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation;
5. To encourage interaction within the community by allowing clustering of homes and orienting them closer to the street, thereby providing gathering places and encouraging the use of parks as focal points within the community;
6. To encourage street systems that tend to reduce traffic speeds and reliance on main arteries.
7. To promote construction of convenient walking trails, bike paths, and greenways within new developments that are connected to Adjacent neighborhoods and activity centers to increase accessibility for pedestrians and bicyclists; and

8. To reduce perceived density by providing a maximum number of lots with direct access to and views of open space.

7.3.2. Applicability. The Conservation Subdivision option is available as a use by right in any zoning district in which single-family detached dwellings may be permitted. The applicant shall comply with all other provisions of this Ordinance and all other applicable regulations, except those which may be modified as specified within this Section.

7.3.3. Ownership of Development Site. The tract of land to be subdivided and/or developed may be held in single, separate, and multiple ownership. If held in multiple ownership, the site shall be developed according to a single plan with common authority and common maintenance responsibility as approved by the City Attorney.

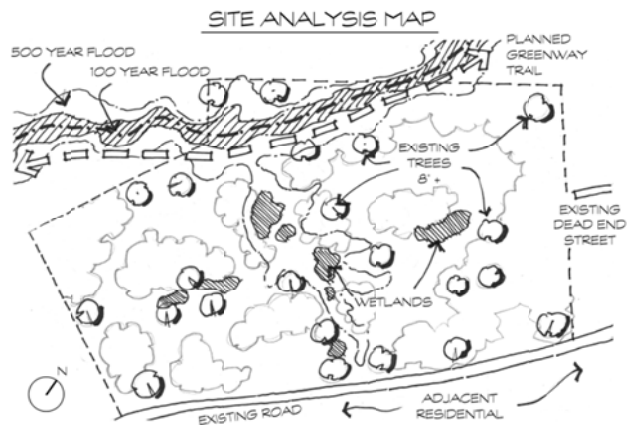
7.3.4. Density Determination. The maximum number of lots shall be determined by the minimum lot size of the Applicable District, the minimum lot size as required by City or County Health Department standards for septic tank use (or similar density limitation where applicable), or the maximum density of the applicable district, whichever is most restrictive. Furthermore, density determination shall also take into account the amount of land necessary for internal streets and other subdivision requirements. In making this calculation, the following shall not be included in the total acreage of the Parcel:

1. Bodies of open water over 5,000 sq. ft. of contiguous area; and
2. Wetlands, as defined by the City or by the Army Corps of Engineers pursuant to Section 404 of the Clean Water Act.

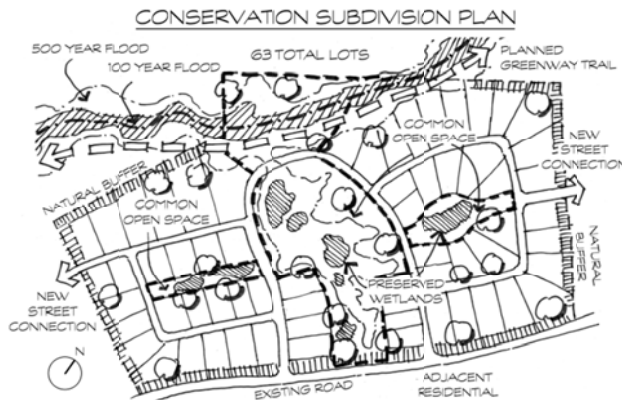
7.3.5. Application Requirements

1. Site Analysis Map Required. Concurrent with the submission of a subdivision plat, the applicant shall prepare and submit a site analysis map. The purpose of the site analysis map is to ensure that important site features have been adequately identified prior to the creation of the site design, and that the proposed open space will meet the requirements of this Section. The site analysis map shall include the following:

- a. Property boundaries;
- b. All streams, rivers, lakes, wetlands, flood hazard boundaries, and other hydrologic features;
- c. All boundaries of applicable regulated buffer areas, easements, and rights-of-way;
- d. Topography at 5-foot or smaller intervals;
- e. All Primary and Secondary Conservation Areas labeled by type, as described in §7.3.6;
- f. General vegetation characteristics;
- g. General soil types;
- h. Planned location of protected Open Space;
- i. Existing roads and structures; and
- j. Potential connections with existing greenspace and trails.



2. Conservation Subdivision Plan. The developer shall prepare a conservation subdivision plan which yields no more lots than identified under §7.3.4. The conservation subdivision plan shall identify open spaces to be protected in accord with §7.3.6 and may include lots which do not meet the size and setback requirements of the applicable district. The Conservation Subdivision Plan shall include an Open Space Management Plan, as described in §7.3.6 and shall be prepared and submitted prior to the issuance of a land disturbance permit.



3. Instrument of Permanent Protection Required. An instrument of permanent protection, such as a conservation easement or permanent restrictive covenant and as described in §7.3.6.5, shall be placed on the open space concurrent with the issuance of a land disturbance permit.
4. Other Requirements. The applicant shall adhere to all other applicable requirements of the applicable district and the Subdivision Regulations.

7.3.6. Open Space Management Plan. For the purposes of conservation subdivisions, open space is defined as the portion of the conservation development or subdivision that has been set aside for permanent protection. Activities within the open space are restricted in perpetuity

through the use of a legal instrument approved by the City Attorney.

1. Standards to Determine Open Space
 - a. The minimum restricted open space shall comprise at least twenty-five (25) percent of the gross tract area.
 - b. The following are considered Primary Conservation Areas and are required to be included within the open space, unless the applicant demonstrates that this provision would constitute an unusual hardship and be counter to the purposes of the Conservation Subdivision:
 - (1) The 100-year floodplain;
 - (2) Riparian zones of at least 75 feet width along perennial and intermittent stream shown on the United States Geological Survey (USGS) quadrangle topographic maps.
 - (3) Slopes above twenty-five (25) percent of at least 10,000 sq. ft. contiguous area;
 - (4) Wetlands determined to be jurisdictional by the Corps pursuant to the Clean Water Act;
 - (5) Existing and planned trails that connect the site to neighboring areas; and
 - (6) Archaeological sites, cemeteries and burial grounds.
 - c. The following are considered Secondary Conservation Areas and should be included within the open space to the maximum extent feasible:
 - (1) Important historic sites
 - (2) Existing healthy, native forests of at least one (1) acre contiguous area;
 - (3) Individual existing healthy trees greater than eight (8) inches caliper; and

- (4) Other significant natural features and scenic viewsheds, particularly those that can be seen from public streets.
 - d. Utility rights-of-way and small areas of impervious surface may be included within the protected open space but cannot be counted towards the twenty-five (25) percent minimum area requirement (exception: historic Structures and existing trails may be counted). Large areas of impervious surface, such as streets and parking lots shall be excluded from the open space.
 - e. At least thirty-three (33) percent of the open space shall be suitable for passive recreational use.
 - f. At least seventy-five (75) percent of the open space shall be in a contiguous tract, which may be divided by a local Street whose area shall be excluded from the open space. The open space shall adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.
 - g. The open space shall be directly accessible to the largest practicable number of lots and/or Buildings within the site. Non-abutting lots shall be provided with safe, convenient access to the open space.
2. The following uses shall be permitted within the open space:
 - a. Conservation of natural, archeological or historical resources;
 - b. Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
 - c. Boardwalks or walking /bicycle trails constructed of porous paving materials;
 - d. Passive recreation areas, such as open fields;
 - e. Active recreation areas, provided that they are limited to no more than ten (10) percent of the total open space and are not located within Primary Conservation Areas. Active recreation areas may include impervious surfaces. Active recreation areas in excess of this limit must be located outside of the protected open space.
 - f. Landscaped Stormwater Management facilities, community wastewater disposal systems and individual wastewater disposal systems located on soils particularly suited to such uses. Such facilities shall be located outside of Primary Conservation Areas;
 - g. Easements for drainage, access, and underground utility lines;
 - h. Other conservation-oriented uses compatible with the purposes of this Ordinance.
 3. The following uses shall be prohibited within the open space:
 - a. Golf courses;
 - b. Roads, parking lots and similar impervious surfaces, except as specifically authorized in the previous sections;
 - c. Agricultural and forestry activities not conducted according to accepted best management practices;
 - d. Impoundments; and
 - e. Other activities as determined by the applicant and recorded on the legal instrument providing for permanent protection.
 4. Ownership and Management of Open Space. Ownership and maintenance of the common open space and any facilities thereon shall be as provided for

in [§4.6](#) Ownership and Management of Common Open Spaces.

5. Legal Instrument for Protection of Open Space. The open space shall be protected in perpetuity by a binding legal instrument that is recorded with the deed. The instrument for permanent protection shall include clear restrictions on the use of the open space. These restrictions shall include all restrictions contained in this article, as well as any further restrictions the applicant chooses to place on the use of the open space. The instrument shall be one of the following:
 - a. A permanent conservation easement in favor of either:
 - (1) a land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; *or*
 - (2) a governmental entity with an interest in pursuing goals compatible with the purposes of this Ordinance, and if the entity accepting the easement is not the City, then a third right of enforcement favoring the City shall be included in the easement.
 - b. A permanent restrictive covenant for conservation purposes in favor of a governmental entity.
 - c. An equivalent legal tool that provides permanent protection, as approved by the City Attorney.
6. Tax Assessment of Open Space. Once a legal instrument for permanent protection has been placed upon the open space, the applicant may request the County Tax Assessor to reassess the open space at a

lower value to reflect its more limited use.

§7.4. Bed and Breakfast

7.4.1. Use Limitations

1. Bed and Breakfasts are permitted only in detached single-family dwellings. Lodging located in a non-residential building is considered either a “hotel” or “motel” and is not subject to the requirements of this §7.4.
2. The maximum number of allowable guest rooms shall be determined by dividing the gross interior floor area of the principal building (excluding garages) by 500 sq. ft. And, no more than fifty (50) percent of the GFA (excluding garages) of the principal building shall be utilized for guest accommodations. All guest rooms shall be located within the principal building.

7.4.2. Parking. For each approved guest room, there shall be provided one (1) parking space, in addition to those required for the dwelling use. Such additional required parking spaces shall be properly situated on site and screened from adjacent properties. Such parking areas should not detract from the residential character of the neighborhood. Recreational vehicle parking shall be prohibited.

7.4.3. Modifications to Dwelling. Aside from any alterations necessary to ensure the safety of the dwelling, no exterior modifications shall be allowed unless approved by the BZA as a part of the Special Exception approval process. Approved exterior modifications should not detract from the residential character of the dwelling or the neighborhood.

ORDINANCE NUMBER 2733

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 9th day of May, 2017, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

1644 Shades Crest Road
Michael Wedgworth, Owner(s)

Legal Description:

Beginning 209 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 18, Range 3 West; thence North 973.5 feet to Columbiana Road; thence Northwardly along the South side of said road 414 feet; thence South 1,075.08 feet; thence East 281.82 feet to the point of beginning.

Situated in Jefferson County, Alabama, Birmingham Division. Less and except any portion of subject property lying within a road right of way.

Being more particularly described as follows:

Begin at an iron pin found at the intersection of the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division and the North Right-of-Way line of Shades Crest Road; thence run in a Westerly direction along said North Right-of-Way line for a distance of 281.21 feet to a concrete monument found; thence turn an interior counterclockwise angle to the left of $89^{\circ}39'02''$ and run in a Northerly direction for a distance of 826.12 feet to a concrete monument found on the South Right-of-Way line of Green Springs Highway and also being on a curve to the right having a central angle of $26^{\circ}34'00''$ and a radius of 644.50 feet;

thence turn an interior counterclockwise angle to the left to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said South Right-of-Way line for a distance of 298.84 feet to a ½” rebar found; then turn an interior counterclockwise angle to the left from the chord of said curve of 111°16’52” and run Southerly along the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division for a distance of 718.68 feet to the Point of Beginning.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 27th day of November, 2017.

Ashley C. Curry
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 # 2733 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of November, 2017, 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 _____, 2017.

Rebecca Leavings
City Clerk

Untitled Page

PARCEL #: 29 00 25 2 008 002.000
OWNER: REEVES CATHERINE
ADDRESS: 1644 SHADES CREST RD VESTAVIA AL 35226-3241
LOCATION: 1644 SHADES CREST RD BHAM AL 35226

[111-B-] Baths: 2.5 H/C Sqft: 2,706
 18-023.0 Bed Rooms: 2 Land Sch: A116
 Land: 154,900 Imp: 284,400 Total: 439,300
 Acres: 0.000 Sales Info: \$0

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2016

[SUMMARY](#) [LAND](#) [BUILDINGS](#) [SALES](#) [PHOTOGRAPHS](#) [MAPS](#)

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE: X
 EXEMPT CODE: 3-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$410,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$154,940
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 002 111 \$264,700
 BLDG 001 111 \$19,700

TOTAL MARKET VALUE [APPR. VALUE: \$439,300]: \$439,340

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$43,940	\$285.61	\$43,940	\$285.61	\$0.00
COUNTY	3	1	\$43,940	\$593.19	\$2,000	\$27.00	\$566.19
SCHOOL	3	1	\$43,940	\$360.31	\$0	\$0.00	\$360.31
DIST SCHOOL	3	1	\$43,940	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$43,940	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$43,940	\$224.09	\$0	\$0.00	\$224.09
SPC SCHOOL2	3	1	\$43,940	\$738.19	\$0	\$0.00	\$738.19

**** DELINQUENT ****

TOTAL FEE & INTEREST: (Detail) \$55.36

ASSD. VALUE: \$43,940.00

\$2,201.39

GRAND TOTAL: \$1,944.14

FULLY PAID

DEEDS

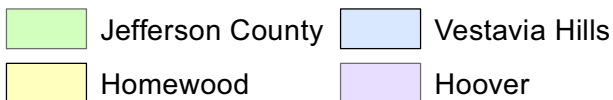
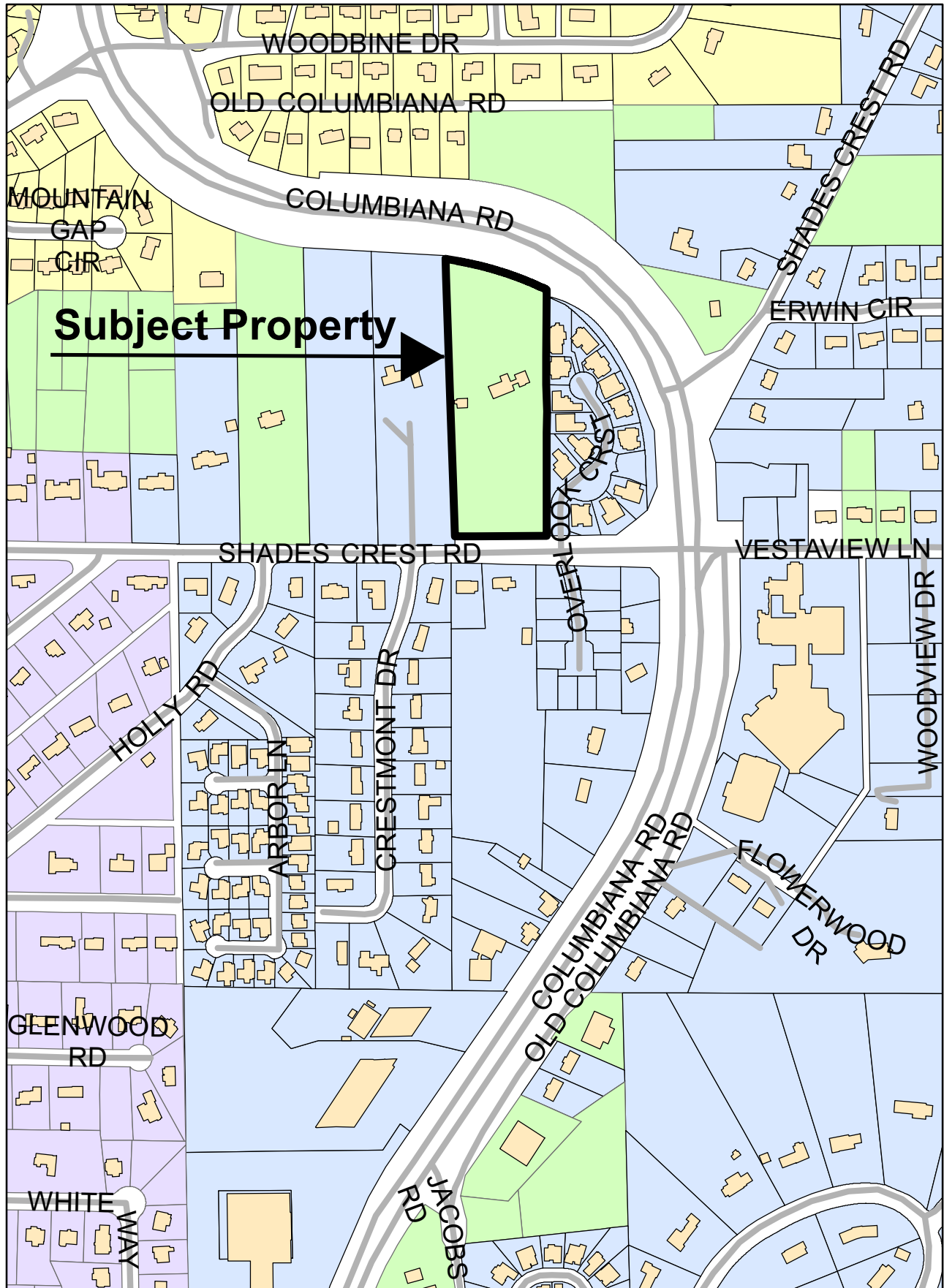
INSTRUMENT NUMBER	DATE
2017031117	3/23/2017
201102-14240	02/23/2011

PAYMENT INFO

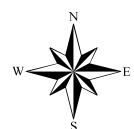
PAY DATE	TAX YEAR	PAID BY	AMOUNT
3/14/2017	2016	CATHERINE REEVES	\$1,944.14
11/17/2015	2015	CATHERINE REEVES	\$1,763.22
1/7/2015	2014	-	\$1,741.67
12/16/2013	2013	CATHERINE J REEVES	\$1,739.67
12/11/2012	2012	REEVES CATHERINE	\$1,741.24
20111231	2011	***	\$1,570.04
20101209	2010	***	\$1,761.04

1644 Shades Crest Road

Exhibit - Ordinance No. 2733



Department of GIS
City of Vestavia Hills
May 23, 2017



Annexation Committee Petition Review

Property: 1644 Shades Crest Rd

Owners: Michael Wedgworth

Date: 7/10/17

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of N/A. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes N/A Number in city _____
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 1644 Shades Crest Road

8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

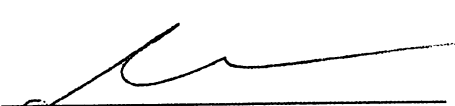
9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes _____ No Comments: _____

11. Information on children: Number in family N/A; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

12. Board of Education comments/concerns: NONE, PRICE OF HOMES AND SLOW BUILD OUT IS AGREEABLE TO BOE.

Other Comments: _____


George Pierce
Chairman

4-11-17

EXHIBIT "C"

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward it to the next department on the list as soon as is reasonably possible. Please forward completed form to the City Clerk's office not later than 5:00 PM on ~~Thursday~~, Wednesday, May 31, 2017

Location: 11644 Shades Crest Rd

Engineering: Date: 5/31/17 Initials: CB

Comments: please see attached memo for comments.

* see email from Christopher Brady dated 5/31/17

Police Department: Date: 5-26-17 Initials: CPW

Comments: No problems with this address.

Fire Department: Date: 5/23/2017 Initials: (SK)

Comments: Increase road width & hammerhead to 20 feet.

* see email from Scott Key dated 5/26/17

Public Works: Date: _____ Initials: _____

Comments: _____

Wendy Dickerson

From: Christopher Brady
Sent: Wednesday, May 31, 2017 12:11 PM
To: Wendy Dickerson; Brian Davis
Cc: Rebecca Leavings; Lori Beth Kearley
Subject: RE: Annexation Packet for 1644 Shades Crest Road


See below Engineering/Public Services comments for you to cut and paste as needed:

2017 Annexation Review – Engineering/Public Services
Review comments, 5/31/17, CBrady

1644 Shades Crest Road -- no significant concerns noted; Shades Crest Road is anticipated to be maintained by Jefferson County as part of future "through road" agreement. Proposed development is conducting a traffic study to determine any roadway improvements/turn lane requirements. We have reviewed preliminary plans and discussed drainage and other City design requirements with proposed developer and design engineer.



Christopher Brady, City Engineer
Department of Public Services
P 205 978 0150 | vhal.org
City of Vestavia Hills

 [TWITTER: @VHALORG](https://twitter.com/vhalorg)

From: Wendy Dickerson
Sent: Tuesday, May 23, 2017 12:25 PM
To: Christopher Brady; Kevin York; Scott Key
Cc: Rebecca Leavings
Subject: Annexation Packet for 1644 Shades Crest Road

I have attached the Annexation Packet for 1644 Shades Crest Rd. Please review the packet/property and come by my office to sign Exhibit C/write comments by Wednesday, May 31, 2017.

Thanks, Wendy

Wendy Dickerson

From: Scott Key
Sent: Friday, May 26, 2017 2:08 PM
To: Wendy Dickerson
Subject: Mike Wedgeworth

Wendy,

I spoke to Mike Whitworth today about his subdivision. He has agreed to widen the rear hammerhead from 16 to 20 feet. He and I discussed the 18 foot we at with the island and I am good with that. Do I need to come and sign the annexation request?

Thank you,

Scott A. Key
Battalion Chief / Fire Marshal
P [205 978 0218](tel:2059780218) | vhal.org
F [205 978 0205](tel:2059780205)
City of Vestavia Hills

**Turn Your Attention
to Fire Prevention**

CONFIDENTIALITY NOTICE:

This communication, together with any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain information that is confidential or legally protected. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution, taking of any action in reliance on the contents of this information or use of this communication is **STRICTLY PROHIBITED**. If you have received this communication in error, please notify the sender immediately by return e-mail message or telephone and delete the original and all copies of the communication, along with any attachments hereto or links herein, from your system.

STATE OF ALABAMA

Jefferson COUNTY

**PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: May 9, 2017

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: See attached survey

RECORDED IN MAP BOOK _____, PAGE _____ IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R-1

COMPATIBLE CITY ZONING: R-2 We are requesting R-2 Conservation Zoning

1644 Shades Crest Road Legal Description.

Beginning 209 feet West of the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 18, Range 3 West; thence North 973.5 feet to Columbiana Road; thence Northwardly along the South side of said road 414 feet; thence South 1,075.08 feet; thence East 281.82 feet to the point of beginning.

Situated in Jefferson County, Alabama, Birmingham Division.

Less and except any portion of subject property lying within a road right of way.

Being more particularly described as follows:

Begin at an iron pin found at the intersection of the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division and the North Right-of-Way line of Shades Crest Road; thence run in a Westerly direction along said North Right-of-Way line for a distance of 281.21 feet to a concrete monument found; thence turn an interior counterclockwise angle to the left of 89° 39' 02" and run in a Northerly direction for a distance of 826.12 feet to a concrete monument found on the South Right-of-Way line of Green Springs Highway and also being on a curve to the right having a central angle of 26° 34' 00" and a radius of 644.50 feet; thence turn an interior counterclockwise angle to the left to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said South Right-of-Way line for a distance of 298.84 feet to a 1/2" rebar found; thence turn an interior counterclockwise angle to the left from the chord of said curve of 111° 16' 52" and run Southerly along the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division for a distance of 718.68 feet to the Point of Beginning.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

Wedgworth Realty, Inc.

By Michael W. Wedgworth, President

Michael W. Wedgworth Lot _____ Block _____ Survey: See attached

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

MICHAEL W WEDGWORTH being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Michael W. Wedgworth
Signature of Certifier

Subscribed and sworn before me this the 12 day of May, 2017.

[Signature]
Notary Public

My commission expires: 8/25/17

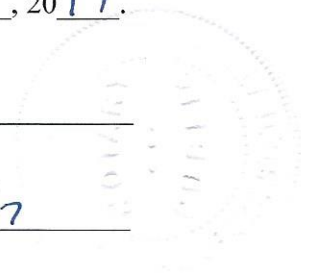


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): **Wedgworth Realty, Inc.**

Address: **4154 Crosshaven Drive**

City: **Birmingham** State: **Alabama** Information on Zip: **35243**

Children: New Development - See cover letter.

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". August, 2018



Exhibit Ordinance No. 2733
Rocky Ridge Fire District

2911 Metropolitan Way
Birmingham, AL 35243
Main: 205.822.0532
Fax: 205.978.9876



Turn Your Attention to Fire Prevention!

May 12, 2017

Re: 1644 Shades Crest Road
Birmingham, AL 35226

To Whom It May Concern:

Please accept this letter as confirmation that the property listed above is not located within the boundaries of the Rocky Ridge Fire District and is not assessed annual dues for fire coverage.

If you have any questions or need anything additional, please feel free to contact me.

Best Regards,

Susan Bartlett
Bookkeeper



CIVIL / GIS
 INFRASTRUCTURE
 ENVIRONMENTAL
 PLANNING
 COMMERCIAL
 RESIDENTIAL

5800 FELOSPAR WAY
 HOOVER, ALABAMA 35244
 OFFICE (205) 733-8686
 FAX (205) 733-8697

REEVES PROPERTY

RESIDENTIAL SUBDIVISION
 SCHEMATIC LAYOUT
 Prepared by InSite Engineering, LLC
 May 11, 2017

SITE INFORMATION

TOTAL PROPERTY = 218,735 SF (5.02 AC)

CONSERVATION AREA
 REQUIRED = 54,684 SF (25.00%)
 PROVIDED = 54,700 SF (25.01%)

SETBACKS:

FRONT: 15' (LOTS 1-4, 10-13)
 10' (LOTS 5-9)

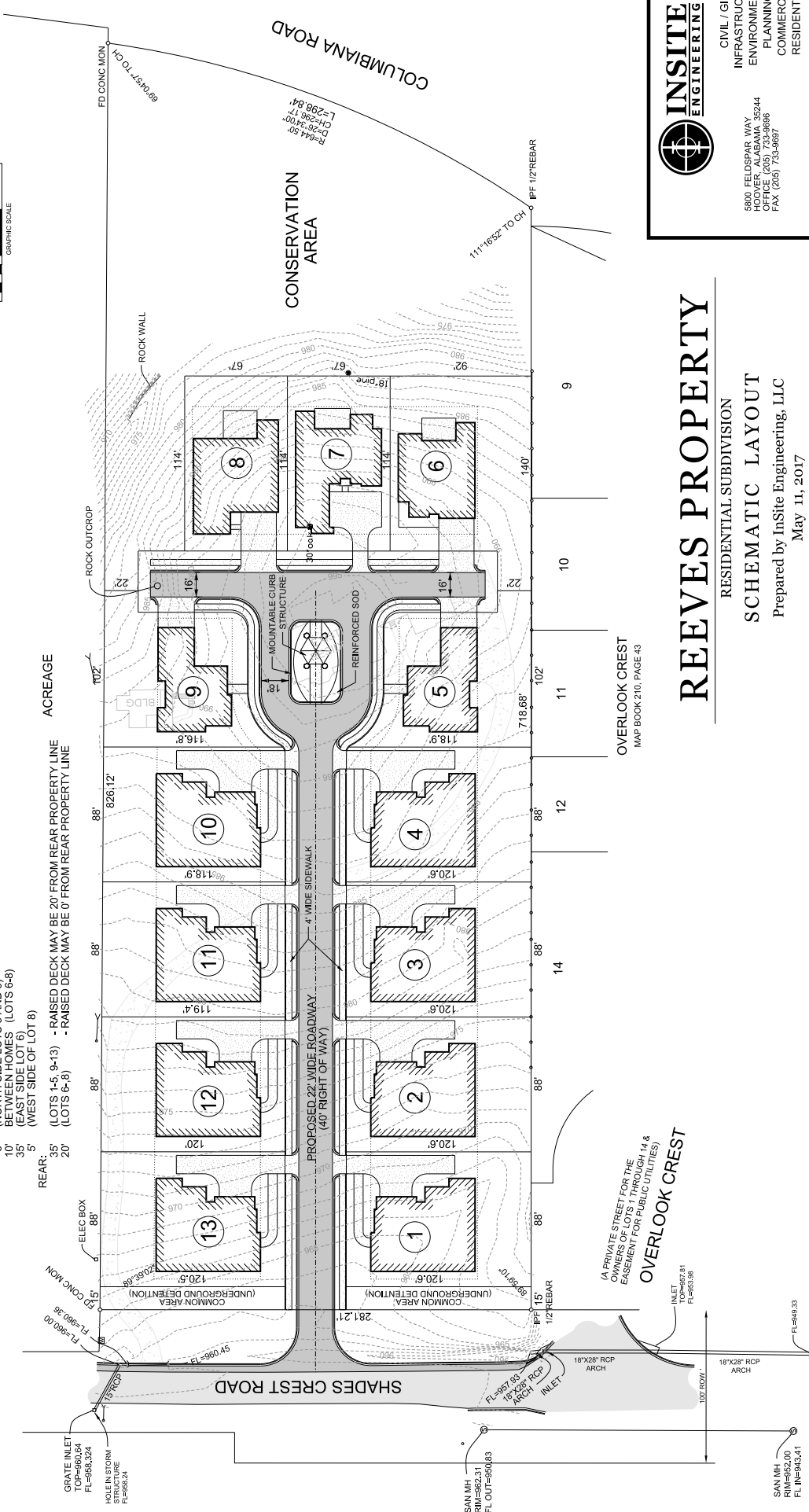
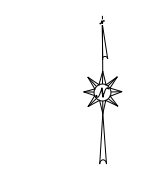
SIDE:

15' BETWEEN HOMES (LOTS 1-5, 9-13)
 5' (SOUTH SIDE LOTS 1 AND 13)
 10' (NORTH SIDE LOTS 5 AND 9)
 10' BETWEEN HOMES (LOTS 6-8)
 35' (EAST SIDE LOT 6)
 5' (WEST SIDE OF LOT 8)

REAR:

35' (LOTS 1-5, 9-13) - RAISED DECK MAY BE 20' FROM REAR PROPERTY LINE
 20' (LOTS 6-8) - RAISED DECK MAY BE 0' FROM REAR PROPERTY LINE

ACREAGE



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ORDINANCE NUMBER 2734

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 R-4 TO VESTAVIA HILLS R-9

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 R-4 (medium density residential district) to Vestavia Hills R-9 (planned residential district):

3779 and 3781 Poe Drive
Lots 28A & 28B of Hinds Resurvey of Lots 27, 28, 29, Blk 2,
Glass' 3rd Add to New Merkle
Overton Investments, LLC, Owner(s)

APPROVED and ADOPTED this the 27th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

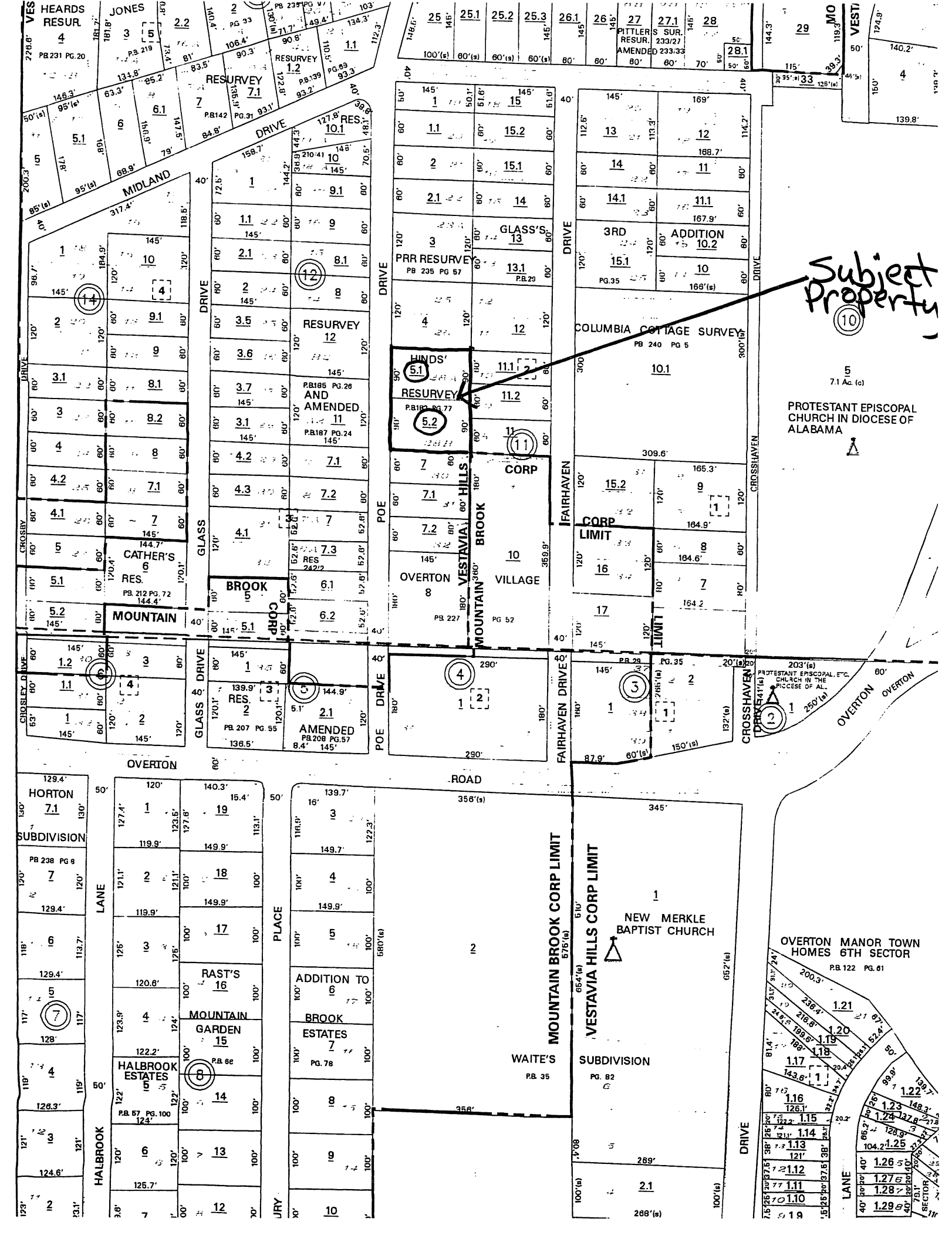
Rebecca Leavings
City Clerk

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 # 2734 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of November, 2017 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 _____, 2017.

Rebecca Leavings
City Clerk



Subject Property

10

7.1 Ac. (c)

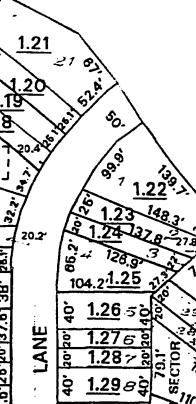
PROTESTANT EPISCOPAL CHURCH IN DIOCESE OF ALABAMA



PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF ALABAMA



OVERTON MANOR TOWN HOMES 6TH SECTOR



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

Date: **OCTOBER 12, 2017**

- **CASE:** P-1017-50
- **REQUESTED ACTION:** Rezoning From Vestavia Hills R-4 to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 3779 & 3781 Poe Dr.
- **APPLICANT/OWNER:** Overton Investments, LLC
- **REPRESENTING AGENT:** Jason Kessler
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 2 lots on Poe Dr. into an R-9 3 lot subdivision. Setbacks for the three lots would be 25' for front and rear and 5' on the sides.

There is a proposed 10' storm sewer easement on the north side of Lot 27 and a 20' sanitary sewer easement along the rear of all three lots. A site plan is attached.

- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Community Plan for medium density residential. There are also 4 R-9 zoned lots currently on Poe Dr.
- **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 problems noted.
 2. **City Engineer Review:** No problems noted.
 3. **City Fire Marshal Review:** No problems notes.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Gilchrist made a motion to recommend rezoning approval of 3779 & 3781 Poe Dr. from Vestavia Hills R-4 to Vestavia Hills R-9. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin– yes
Mr. Gilchrist – yes
Mr. House – yes
Mr. Wolfe – yes
Motion carried

Mr. Burrell – yes
Mr. Brooks – yes
Mr. Weaver – yes

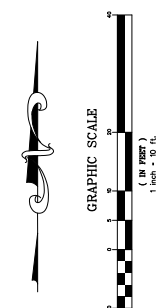
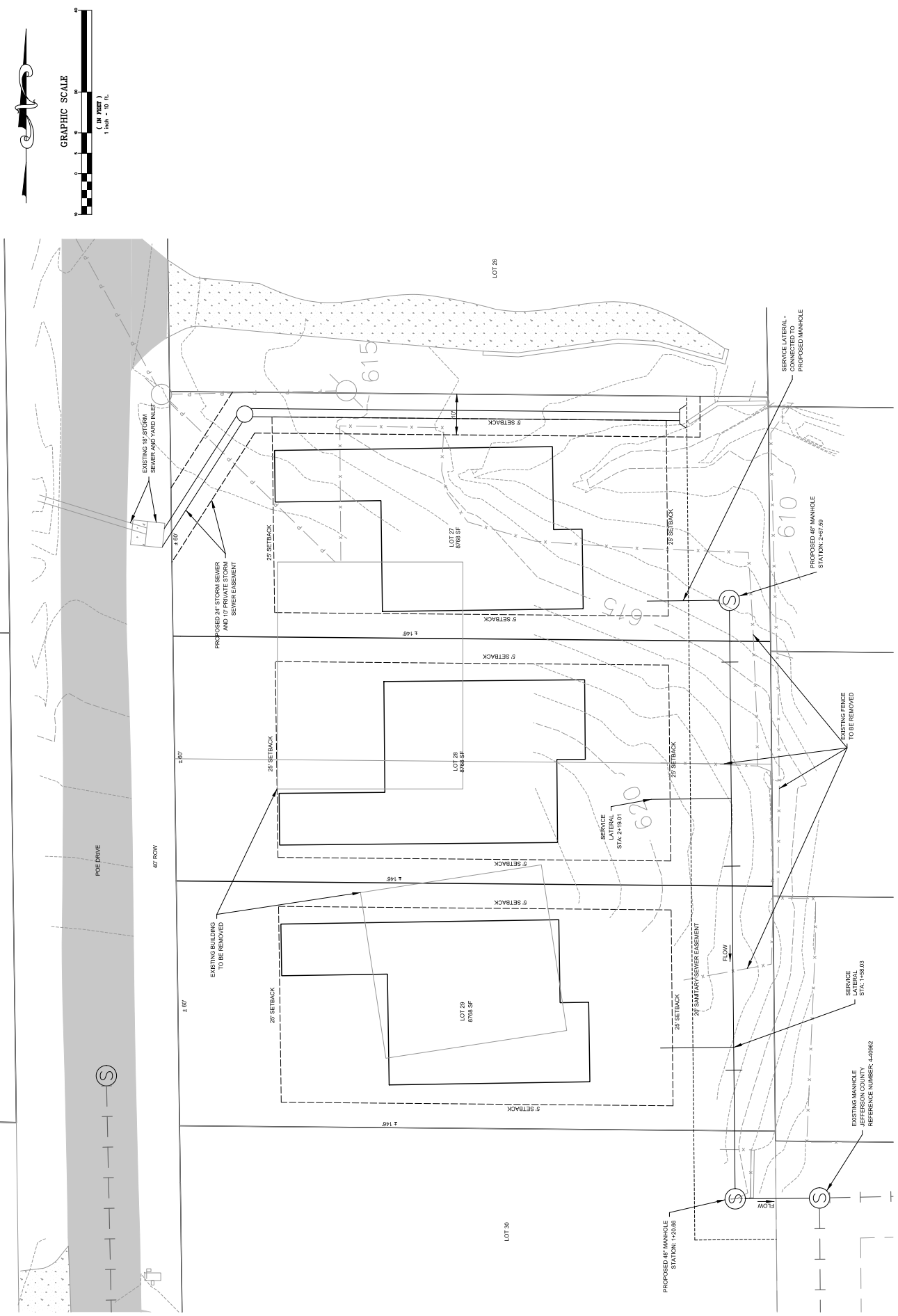
DATE:	08/08/2017
PROJECT FILE:	PLOT LAYOUT.DGN
CHECKED BY:	MM
PROJECT NO.:	KES0004
DATE:	08/08/2017

PROJECT: POE DRIVE
 VESTAVIA HILLS, AL
 TITLE: CONCEPTUAL LAYOUT PLAN

PROJECT: 120 BISHOP CIRCLE, SUITE 300
 PRITCHARD, AL 35124
 TEL - (205) 403-9158
 FAX - (205) 403-9175












EDC
 ENGINEERING DESIGN GROUP, LLC
 120 BISHOP CIRCLE, SUITE 300
 PRITCHARD, AL 35124
 TEL - (205) 403-9158
 FAX - (205) 403-9175

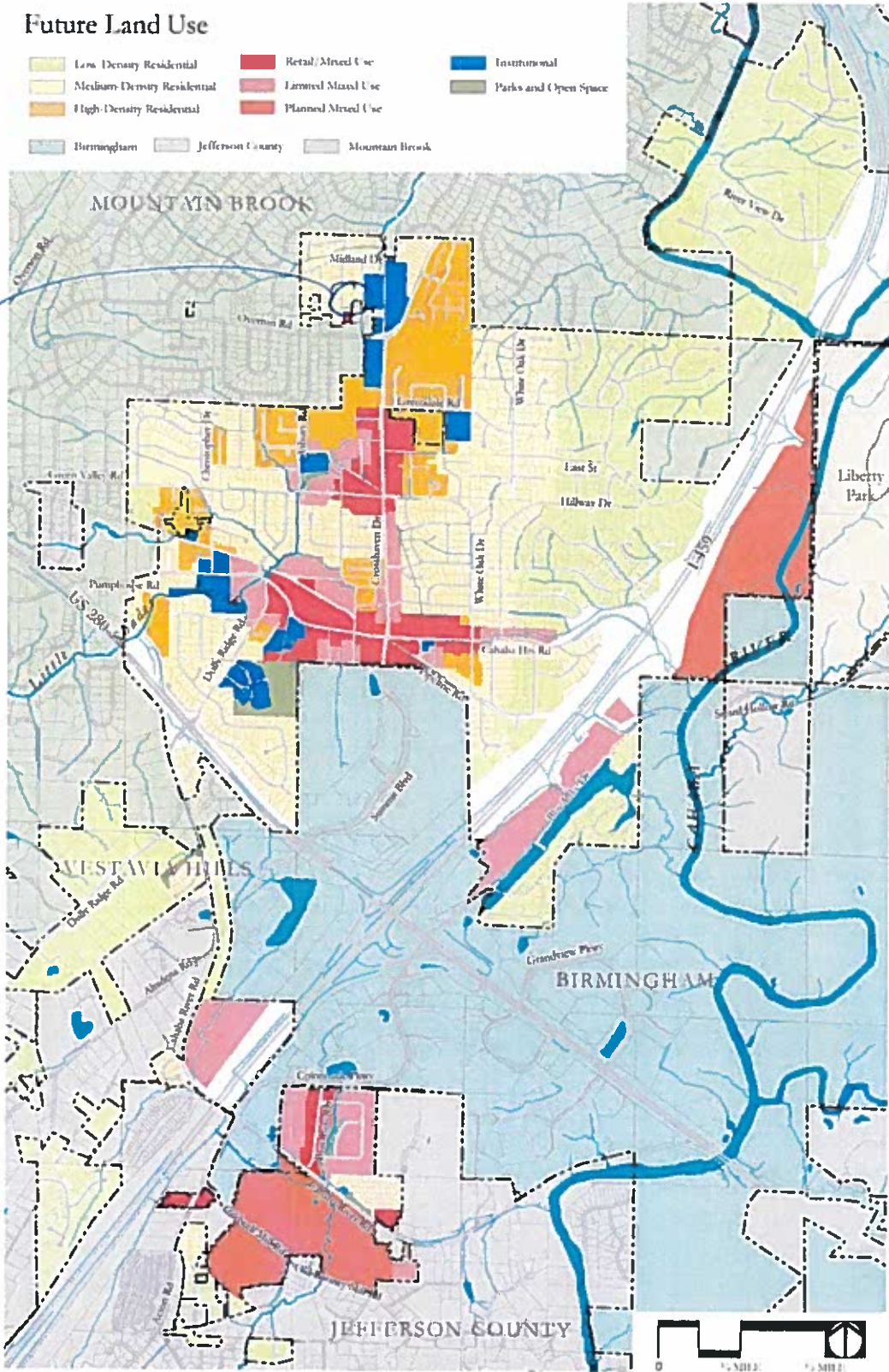
EXB
 SHEET NO. 11
 PRINTED DATE: 8/15/17





Future Land Use

- | | | |
|--|---|--|
|  Low Density Residential |  Retail/Mixed Use |  Institutional |
|  Medium Density Residential |  Limited Mixed Use |  Parks and Open Space |
|  High-Density Residential |  Planned Mixed Use | |
|  Birmingham |  Jefferson County |  Mountain Brook |



Subject Parcel

Figure 4: Future Land Use Map

RESOLUTION NUMBER 5004

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR DAVID, LLC D/B/A GREEN VALLEY SHELL;
NAGIB FAISAL SALEH, EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for David, LLC d/b/a Green Valley Shell, located at 3181 Green Valley Road, Vestavia Hills, Alabama, for the sale of 050 - Retail Beer (Off-Premises) and 070 - Retail Table Wine (Off-Premises); Nagib Faisal Saleh, executive.

APPROVED and ADOPTED this the 27th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: November 15, 2017

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk

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

Please find attached information submitted by Nagib Faisal Saleh who request an alcohol license to sell 050 - Retail Beer (Off-Premises) & 070 - Retail Table Wine (Off-Premises) at the David, LLC d/b/a Green Valley Shell, 3181 Green Valley Road, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 27th day of November, 2017 at 6:00 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. 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>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>

Reviewed: 



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20171108102249995

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:
 Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:
 Trade Name: **GREEN VALLEY SHELL** Filing Fee:
 Applicant: **DAVID LLC** Transfer Fee: \$100.00
 Location Address: 3181 GREEN VALLEY RD VESTAVIA HILLS, AL 35243
 Mailing Address: 3181 GREEN VALLEY RD VESTAVIA HILLS, AL 35243
 County: JEFFERSON Tobacco sales: YES Tobacco Vending Machines: 0
 Type Ownership: LLC

Book, Page, or Document info: 2017111497
 Date Incorporated: 10/27/2017 State incorporated: AL County Incorporated: JEFFERSON
 Date of Authority: 10/27/2017 Alabama State Sales Tax ID: R009975016
 Federal Tax ID: 82-3139687

Name:	Title:	Date and Place of Birth:	Residence Address:
NAGIB FAISAL SALEH 6556443 - AL	MEMBER	09/25/1974 YEMEN	2442 HUNTINGTON GLEN DR BIRMINGHAM, AL 35226

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: NAGIB SALEH Home Phone: 205-567-5706
 Business Phone: 205-967-1718 Cell Phone: 205-567-5706
 Fax: E-mail: NAGIBSALEH@BELLSOUTH.NET

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: CAHABA HEIGHTS BP License 1: 000618837
 Applicant: RAHIM BUDHWANI License 2: 000618837



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20171108102249995

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **RJ MOORE JR LLC 205-853-1533**
 What is lessors primary business? **OIL/GAS DISTRIBUTOR**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **2500** Display Square Footage:
 Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
 License Structure: **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:
NAGIB FAISAL SALEH	05/24/1995 SALE OF ALCOHOL TO MINOR	JEFFERSON CO SO	CONVICTED 06/13/1995 PAID FINE 250.00 PROB 12 MONTHS



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20171108102249995



Initial each

Signature page

- NS* In reference to law violations, I attest to the truthfulness of the responses given within the application.
- NS* In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- NS* 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.
- NS* In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- NS* 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.
- NS* 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.
- NS* 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): *NAGIB SALEH*

Signature of Applicant: *Nagib Saleh*

Notary Name (print): *Valencia Johnson*

Notary Signature: *Valencia Johnson*

Commission expires: *4-22-18*

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

RESOLUTION NUMBER 4998A

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AND DELIVER AN AGREEMENT WITH SIGNATURE
PUBLIC FUNDING CORPORATION FOR THE LEASE/PURCHASE OF
RADIOS AND EQUIPMENT**

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Signature Public Funding Corporation for the lease/purchase of radios and equipment for the Fire and Police Departments; and
2. A copy of said agreement is marked as Exhibit A, attached to and incorporated into this Resolution Number 4998A as though written fully therein; and
3. This Resolution Number 4998A shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 27th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INDEX TO LEGAL DOCUMENTS
BANK-QUALIFIED,
TAX-EXEMPT MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED NOVEMBER 30, 2017 BY AND BETWEEN
SIGNATURE PUBLIC FUNDING CORP.
And
CITY OF VESTAVIA HILLS, ALABAMA

Lease Documents:

- | | |
|---------|---|
| Tab 1: | Master Equipment Lease-Purchase Agreement; |
| Tab 2: | Exhibit A - Equipment Schedule; |
| Tab 3: | Exhibit B –Acceptance Certificate; |
| Tab 4: | Exhibit C-1 – Insurance Coverage Request; |
| Tab 5: | Exhibit C-2 – Self-Insurance Rider (if applicable); |
| Tab 6: | Exhibit D – Essential Use Certificate; |
| Tab 7: | Exhibit E - Incumbency Certificate; |
| Tab 8: | Exhibit F - Form of Opinion of Lessee’s Counsel; |
| Tab 9: | Exhibit G – Bank Qualified Designation/Reserved. |
| Tab 10: | Exhibit H – Form of Tax Certificate; |
| Tab 11: | Exhibit I- Escrow Agreement/Reserved. |
| Tab 12: | Exhibit J: Form of Sample Resolution of Lessee; |
| Tab 13: | UCC-1 Financing Statement with attached Schedule A; |
| Tab 14: | Form 8038-G; |
| Tab 15: | Closing Memorandum/Payment Proceeds Direction; and |
| Tab 16: | Vendor Invoices, Purchase Agreement, MSOs and Title Applications, Bills of Sale, Vendor Contract & Payment Bond |

SIGNATURE PUBLIC FUNDING CORP.

MASTER LEASE AGREEMENT NO. 500

This **MASTER LEASE AGREEMENT** (the "Agreement"), dated as of November 30, 2017 is made and entered into by and between **SIGNATURE PUBLIC FUNDING CORP.**, a New York corporation, as lessor (the "Lessor"), and **CITY OF VESTAVIA HILLS, ALABAMA**, a body corporate and politic of the State of Alabama, which is a political subdivision as defined under the Code, as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The following terms have the meanings specified below.

"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Lease Agreement and all Equipment Schedules hereto.

"Agreement Date" means the date first written above.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Default Rate" means the lesser of 12% per annum, or the maximum rated permitted by law.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement.

"Equipment Group" means each group of Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to Equipment Group.

"Escrow Account" means the equipment acquisition account, if any, established by Lessor and Lessee with the Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means the escrow agent and, if applicable, any successor escrow agent identified under the Escrow Agreement for any applicable Lease hereunder.

"Escrow Agreement" means the Escrow Fund and Account Control Agreement, substantially in the form of Exhibit I hereto, or another mutually agreeable form of escrow agreement to be executed by Lessor, Lessee and the Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Funding Date" means, with respect to each Lease, the date Lessor makes payment to the Vendor(s) named in the related Equipment Schedule or reimburses Lessee for the purchase price of the related Equipment Group or, if the procedure described in Section 2.4 is utilized, the date Lessor deposits funds equal to such purchase price into the Escrow Account.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section 3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

"Payment Schedule" means the schedule of Rental Payments attached to an Equipment Schedule.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Prepayment Price" means the amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state of Alabama in which Lessee is situated.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

Section 1.2. Exhibits.

Exhibit A: Form of Equipment Schedule including Payment Schedule.

Exhibit B: Form of Acceptance Certificate.

Exhibit C-1: Confirmation of Outside Insurance.

Exhibit C-2: Self-Insurance Rider and Lessor Consent (if applicable).

Exhibit D: Form of Essential Use Certificate (unless waived).

Exhibit E: Form of Incumbency Certificate.

Exhibit F: Form of Opinion of Counsel to Lessee.

Exhibit G: Form of Bank-Qualified Designation (if applicable).

Exhibit H: Form of Tax and Arbitrage Certificate.

Exhibit I: Form of Escrow Fund and Account Control Agreement (together with Disbursement request Form).

Exhibit J: Form of Resolution of the Governing Body of Lessee relating to each Lease.

Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance.

ARTICLE II. LEASE OF EQUIPMENT

Section 2.1. Acquisition of Equipment. Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of the equipment proposed to be subject to a Lease hereunder, including the cost and vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as the Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee.

Section 2.2. Disbursement. Lessor shall have no obligation to make any disbursement to a Vendor or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement by the Escrow Agent) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) an Acceptance Certificate in the form included with Exhibit B hereto; (c) a resolution or evidence of other official action taken by or on behalf of the Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule; (d) a Tax Agreement and Arbitrage Certificate in the form of Exhibit H (as applicable) attached hereto; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (g) financing statements naming Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a completed and executed Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Secretary of Treasury; (i) an opinion of counsel to the Lessee substantially in the form of Exhibit F hereto, and (j) any other documents or items reasonably required by Lessor.

Section 2.3. Lease; Possession and Use. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

Section 2.4. Escrow Procedure. If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor and Lessee shall execute an Escrow Agreement substantially in the form of Exhibit I or such

other form as may be mutually agreeable by the parties thereto; (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group; and (c) Lessor shall deposit an amount equal to the cost of the Equipment Group into the Escrow Account. All amounts deposited by Lessor into the Escrow Account shall constitute a loan from Lessor to Lessee secured by proceeds in such Escrow Account and, when such funds are used to acquire the Equipment, shall be repaid by the Rental Payments due under the related Lease.

ARTICLE III. TERM

Section 3.1. Term. This Agreement shall be in effect from the Agreement Date until a termination under Section 12.2; provided, however, no Equipment Schedules shall be executed after an Event of Default. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.2.

Section 3.2. Termination of Lease Term. The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the payment of the Prepayment Price by Lessee pursuant to Article V; (b) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (c) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

ARTICLE IV. RENTAL PAYMENTS

Section 4.1. Rental Payments. The Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule set forth on any Equipment Schedule hereto, the form of which is attached as Exhibit A. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule of each lease, and the first Rental Payment will include Interest accruing from the Funding Date. Lessor is authorized to insert the due date of the first Rental Payment in the Payment Schedule. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

Section 4.2. General Obligation and Pledge. The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a general obligation of Lessee supported by its full faith and credit, subject only the restrictions required under the applicable laws and constitutional requirements of the State, including but not limited to Section 41-16A-1, et seq. of the Code of Alabama. The Lessee hereby assigns and pledges all legally available revenues of Lessee from whatever source that may be used for such purposes and as permitted by the laws of the State on a first position priority basis, subject and subordinate only to previously issued lease, loan or warrant obligations, to the payment of all Rental Payments and other amounts coming due hereunder. The Lessee hereby covenants to use such revenues as are legally permissible and to do whatever is legally possible and necessary to maintain such sources of revenue in order to provide sufficient funds to pay the Rental Payments due hereunder.

Section 4.3. Unconditional Rental Payments. Notwithstanding Lessee's right to terminate as provided in Section 3.2, The Lessee's obligation to make Rental Payments shall be absolute and unconditional. Also, any other payments required hereunder shall be absolute and unconditional. Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes. The Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments. Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, or the failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment, or the failure of any covenants contained herein. The Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE V. OPTION TO PREPAY

Section 5.1. Option to Prepay. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date on or after the Prepayment Option Commencement Date for the then applicable Prepayment Price (which may include a prepayment fee) as set forth in the related Payment Schedule, provided there has been no Event of Default.

Section 5.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which the option shall be effective and the applicable Prepayment Price set forth in the related Payment Schedule. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise of its option to prepay shall be void and the related Lease shall continue in full force and effect.

Section 5.3. Release of Lessor's Interest. Upon receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR

THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1. Representations and Warranties of Lessee. Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

(a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease.

(b) The execution and delivery of this Agreement, the general obligation pledge, and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement, the general obligation pledge and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement, the general obligation pledge, and each Lease by Lessee shall not (i) violate any State or federal law or local law, statute, or ordinance, constitutional provision, (including, without limitation, any public bidding, open meeting, notice, and procurement requirements), or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease.

(f) Lessee will furnish Lessor (i) within [180] days after the end of each Fiscal Year of Lessee, a copy of its audited financial statements for such Fiscal Year, which audited financial statements shall include a balance sheet, a statement of revenues, expenses and changes in fund balances for budget and actual, a statement of cash flows, notes, schedules and any attachments to the financial statements; (ii) no later than 10 days prior to the end of each Fiscal Year (commencing with the current Fiscal Year), a copy of Lessee's current budget or other proof of appropriation for the ensuing Fiscal Year; (iii) promptly after Lessor's written request, a copy of any interim updates or modifications to Lessee's adopted budget and such other information relating to Lessee's ability to continue the Lease Term of each Lease for such Fiscal Year as may be reasonably requested by Lessor; and (iv) promptly, but not later than 30 days after such information is available, after Lessor's written request, such other financial statements and information as Lessor may reasonably request, including, without limitation, any information relating to the measurement and verification of proposed or guaranteed energy savings. The financial statements described in clause (f)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(g) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.

(h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

Section 6.2. Covenants of Lessee. Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid:

(a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value or use of such Equipment.

(b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.

(c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to

discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during each Fiscal Year for which any Rental Payment or other amounts may or will become due, will use all reasonable and lawful means available to secure the available funds for such Fiscal Year sufficient to pay all Rental Payments therein, and does covenant to budget and appropriate legally available funds in order to provide for the payment of all Rental Payment and other amounts due hereunder.

(e) Upon Lessor's request, Lessee shall provide Lessor with current financial statements and budgets for each Fiscal Year in which any payment, Rental Payment or other amounts are due for any Lease hereunder, and such other financial information relating to the ability of Lessee to continue this Agreement and each Lease as may be reasonably requested by Lessor.

(f) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

(g) Lessee will take all legally permissible legal and budgetary action to maintain the valid and effective general obligation pledge of this Agreement and each Lease hereunder.

Section 6.3. Tax Related Representations, Warranties and Covenants.

(a) *Incorporation of Tax Agreement and Arbitrage Certificate.* As of each Lease Date and with respect to each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Agreement and Arbitrage Certificate delivered with respect to such Lease. By this reference each such Tax Agreement and Arbitrage Certificate is incorporated in and made a part of this Agreement.

(b) *Event of Taxability.* If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), the Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor.

ARTICLE VII. INSURANCE AND RISK OF LOSS

Section 7.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and/or assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence and either \$3,000,000 aggregate for non-titled Equipment or \$5,000,000/ aggregate for titled Equipment unless specified differently in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price of each Equipment Group.

Section 7.2. Workers' Compensation Insurance. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 7.3. Insurance Requirements.

(a) *Insurance Policies.* All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and/or its assigns as an additional insured party and loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and/or its assigns. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

(b) *Self Insurance.* With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance.* Lessee shall deliver to Lessor upon acceptance of any Equipment evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit C-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance Rider and Lessor Consent in the form of Exhibit C-2 attached hereto, as applicable.

(d) *Payment and Performance Bond.* If requested by Lessor, which will be solely in circumstances where the Equipment will not be fully delivered and accepted at the time of funding yet partial payment therefor has been or will be made by Lessor or from an Escrow Account, a payment and performance or other type of surety bond and dual obligee rider ("Bond") is required in form and substance and with such insurer as may be required by Lessor, and Lessee will keep such Bond in effect (or require the Vendor to keep such Bond in effect) and provide Lessor with a evidence of such Bond (and any applicable renewals thereof) at all times until the final Acceptance Certificate is delivered to the Lessor. No disbursements from the Escrow Account will be permitted without evidence of such Bond having been delivered to the Lessor.

Section 7.4. Risk of Loss. To the extent permitted by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance relating to any Lease hereunder, for loss or damage to any Equipment and for injury to or death of any person or damage to any property. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to release, defend, and hold harmless Lessor from all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees, imposed on, incurred by or asserted against Lessor that relate to or arise out of this Agreement, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder, (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (g) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement. Nothing in this Section 7.4 shall be deemed to obligate Lessee to spend any monies with regards to the matters set forth herein that are not properly appropriated, designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.) and/or otherwise legally available. Nothing herein shall be deemed to (a) create an unconstitutional or illegal obligation on the part of the Lessee and (b) be a waiver of any constitutional or statutory waivers, rights, immunities, or privileges, any provision or requirement of the Agreement which is determined or to be illegal, invalid, or unconstitutional shall be stricken solely to the extent of such invalidity with the remainder of the provisions of the Agreement to be in full force and effect. The Parties understand and acknowledge that nothing contained in this Section: (a) shall be deemed a waiver of any statutory or sovereign immunity granted to the Lessor as to the third parties making any claims in liability; and (b) may be subject to judicial interpretation or limitations imposed by the Code of Alabama (1975), including but not limited to the provisions and protections afforded in §11-93-2 of the Code of Alabama.

Section 7.5. Destruction of Equipment. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment at any time and from time to time during regular business hours. If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair or taken by an exercise of eminent domain ("Damaged Equipment"), Lessee shall within thirty (30) days after such event either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable from the Net Proceeds and any other legally available or proper appropriated funds. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee's obligation under this Section.

ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE

Section 8.1. Maintenance of Equipment. Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address (or principally garaged location in the case of vehicles or moveable Equipment) specified in the related Equipment Schedule. Lessee shall, at its own expense, maintain the Equipment in proper working order and shall make all necessary repairs and replacements to keep the Equipment in such condition, including compliance with State and federal laws. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement.

Section 8.2. Taxes. Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation,

maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 8.3. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate from the date of the advance to the date of repayment.

ARTICLE IX. TITLE

Section 9.1. Title. Except as may be modified on any Schedule hereto or solely if and to the extent as required by any laws of the State, during the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee. Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Lessee or the Lessee's operation, use, storage or maintenance of the Equipment.

Section 9.2. Security Interest. Lessee hereby grants to Lessor a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto and all proceeds thereof (including without limitation any Net Proceeds, warranty payments and guaranteed energy or other savings payments) and in the Escrow Account (if any) in order to secure Lessee's payment of all Rental Payments and the performance of all other obligations. Lessee hereby authorizes Lessor to prepare and file such financing statements and other such documents to establish and maintain Lessor's valid first priority lien and perfected security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first priority lien and perfected security interest. If requested by Lessor, Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to clearly disclose Lessor's security interest in the Equipment. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Article V or through payment by Lessee of all Rental Payments and other amounts due with respect to an Equipment Group, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request (at the sole cost and expense) to evidence the termination of Lessor's security interest in such Equipment Group.

Section 9.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

Section 9.4. Personal Property. Except as permitted by Lessor in writing in connection to any Equipment Schedules, the Equipment is and shall at all times be and remain personal property and not fixtures.

ARTICLE X. WARRANTIES

Section 10.1. Selection of Equipment. Each Vendor and all of the Equipment have been selected by Lessee. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

Section 10.2. Vendor's Warranties. Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee.

Section 10.3. Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, AND MANUFACTURE SELECTED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANT-ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

ARTICLE XI. ASSIGNMENT AND SUBLEASING

Section 11.1. Assignment by Lessor. Lessor, without Lessee's consent, may assign and reassign all of Lessor's right, title

and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The occurrence of any of the following events shall constitute an Event of Default under this Agreement and each Lease:

- (a) Lessee's failure to pay, within ten (10) days following the due date thereof, any Rental Payment or other amount required to be paid to Lessor.
- (b) Lessee's failure to maintain insurance as required by Article VII.
- (c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.
- (d) Lessor's determination that any representation or warranty made by Lessee in this Agreement was untrue in any material respect upon execution of this Agreement or any Equipment Schedule.
- (e) The occurrence of an Event of Taxability and Lessee's failure to comply with the provisions of Section 6.3(b).
- (f) The filing of a petition in bankruptcy by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

Section 12.2. Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

- (a) Lessor, with or without terminating this Agreement or any Lease, may declare all Rental Payments immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable, together with interest at the Default Rate, but solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.).
- (b) Lessor, with or without terminating this Agreement or any Lease, may repossess any or all of the Equipment by giving Lessee written notice to deliver such Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for all actual and reasonable accrued costs incurred, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession except those resulting from Lessor's gross negligence or willful misconduct. If the Equipment or any portion has been destroyed, Lessee shall pay the applicable Prepayment Price of the destroyed Equipment as set forth in the related Payment Schedule, but solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.). Regardless of the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year.
- (c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Prices of the Equipment Groups; (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect; and (vi) interest on any of the foregoing at the Default Rate. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee.
- (d) Lessor may take any other remedy available, at law or in equity, with respect to such Event of Default, including those sounding in mandamus, specific performance/enforcement, or otherwise requiring Lessee to perform any of its obligations or to pay any moneys due and payable to Lessor, and Lessee shall pay the actual reasonable attorneys' fees and other costs and expenses incurred by Lessor in enforcing any remedy permitted and exercise hereunder together with interest at the Default Rate.
- (e) Each of the foregoing remedies is cumulative and may be enforced separately or concurrently. All monetary damages and/or payment remedies set forth in this Section 12, shall be payable solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.). In no event shall the rights and remedies herein constitute a debt, illegal or unconstitutional undertaking of the Lessee or its governing body.

Section 12.3. Return of Equipment: Release of Lessee's Interest. Upon termination of any Lease prior to the payment

of all related Rental Payments or the applicable Prepayment Price Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Article VIII; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return such Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return such Equipment in the manner designated, Lessor may repossess the Equipment without demand or notice and without court order or legal process and charge Lessee the costs of such repossession. Upon termination of this Agreement in accordance with Article III or Article XII hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor. Lessee shall have no further interest therein. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.4 Late Charge. Lessor shall have the right to require late payment charge for each Rental or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of each late payment or the legal maximum. For any Rent Payment and other amount not paid within 30 days of the due date, Lessor shall have the right to resume interest thereof at the Default Rate which shall accrue from the due date. This Section is only applicable to the extent it does not affect the validity of this Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Section 13.1. Notices. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

Section 13.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to which Lessor has assigned its right to receive Rental Payments under any Lease.

Section 13.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 13.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

Section 13.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. Lessee hereby authorizes Lessor to file any financing statement or supplements thereto as may be reasonably required for correcting any inadequate description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement

Section 13.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the Interest paid or payable exceeds the highest lawful rate, the total amount of Interest shall be spread through the applicable Lease Term so that the Interest is uniform through such term.

Section 13.9. Lessee's Performance. A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

Section 13.10. Waiver of Jury Trial. Except as prohibited by the laws and/or constitution of the State, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF MASTER LEASE AGREEMENT

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

CITY OF VESTAVIA HILLS, ALABAMA,
Lessee

SIGNATURE PUBLIC FUNDING CORP.
Lessor

By: _____

By: _____

Name: Ashley Curry
Title: Mayor
Date: _____

Name: Donald S. Keough
Title: Senior Managing Director
Date: _____

By: _____
Name: Jeffrey Downes
Title: City Manager
Date: _____

Address: 1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Address: 600 Washington Avenue, Suite 305
Towson, MD 21204

Telephone: 205-978-0126
Facsimile: 205-978-0132

Telephone: 410-704-0027
Facsimile: 646-927-4005

E-mail address: DKeough@signatureNY.com

Invoices:

Mail please [] **days prior** to:

E-mail please [] **days prior** to: rhosmer@vhal.org or mturner@vhal.org

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. You acknowledge and agree to cooperate with any information that may be requested by us in order to comply with the United States Patriot Act, OFAC and/or BSA regulations. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Counterpart No. _____ of two manually executed and serially numbered counterparts. To the extent that this Master Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A: FORM OF LEASE SCHEDULE

EQUIPMENT SCHEDULE 001 DATED NOVEMBER 30, 2017

This Equipment Schedule 001 dated as of November 30, 2017 (“Equipment Schedule”) is made to and part of that certain Master Equipment Lease-Purchase Agreement dated as of November 30, 2017 (the “Master Agreement,” and together with the Equipment Schedule, the “Lease”), and the terms, conditions and provisions of the Master Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules or if they are expressly superseded in this Equipment Schedule) are hereby incorporated into this Equipment Schedule by reference and made a part hereof. This Lease is a separate and individual instrument of lease.

1. DESCRIPTION OF THE EQUIPMENT:

Equipment shall consist of those units or items of equipment as set forth below and/or as may be accepted by the Lessee and financed hereunder, together with all embedded software, replacements, additions, attachments, substitutions, modifications, upgrades, and improvements thereto (collectively the “Equipment”) pursuant to that “Vendor Contract” (as described below) between each respective “Vendor” and Lessee, which is and financed by this Lease.

<u>Quantity</u>	<u>Equipment Description (with VIN and MSN)</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Vendor Name and Contract/Invoice</u>	<u>Location</u>
	Radios and Equipment		951,500.00	Motorola Solutions Quote # QU0000417621	
	TOTAL LEASE PROCEEDS:		\$951,500.00		

2. **EQUIPMENT LOCATION:** 1032 MONTGOMERY HIGHWAY, VESTAVIA HILLS, ALABAMA

3. **PAYMENT SCHEDULE:** The Rental Payments shall be made for the Equipment as follows:

<u>Payment Number</u>	<u>Date Due</u>	<u>Funding Amount</u>	<u>Total Rental Payment Due</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Prepayment Amount*</u>
	11/30/2017	951,500.00	-	-	-	961,015.00
1	11/30/2018	-	147,640.40	20,076.65	127,563.75	832,175.61
2	11/30/2019	-	147,640.40	17,385.05	130,255.35	700,617.71
3	11/30/2020	-	147,640.40	14,636.66	133,003.74	566,283.93
4	11/30/2021	-	147,640.40	11,830.28	135,810.12	429,115.71
5	11/30/2022	-	147,640.40	8,964.69	138,675.71	289,053.24
6	11/30/2023	-	147,640.40	6,038.63	141,601.77	146,035.46
7	11/30/2024	-	147,640.40	3,050.84	144,589.56	-
GRAND TOTALS		951,500.00	1,033,482.80	81,982.80	951,500.00	

* Assumes that all rental payments and other amounts due on and prior to that date have been paid.

4. **INTEREST RATE:** 2.11 %

5. **COMMENCEMENT DATE:** 11/30/2017 Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Equipment Schedule.

6. **SCHEDULED LEASE TERM:** 84 mos

7. **OPTIONAL PREPAYMENT COMMENCEMENT DATE:** 11/30/2017.

8. **FISCAL YEAR:** Lessee’s current Fiscal Year extends from October 1, 2017.

9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Master Equipment Lease-Purchase Agreement (particularly Paragraph 7 thereof) are true and correct as though made on the date of execution of this Equipment Schedule, and (ii) sufficient funds have been appropriated by

Lessee for the payment of all Rental Payments due under this Lease during Lessee's current Fiscal Year. Funds for making Rental Payments are to be in accordance with Article IV of this Agreement..

10. **ESSENTIAL USE:** The Equipment will be used by the following governmental agency department for the specific purpose of: radios and Equipment. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee, and such need is neither temporary, nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.

[Signature Pages to Follow.]

**IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS EQUIPMENT SCHEDULE
AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE**

CITY OF VESTAVIA HILLS, ALABAMA
as Lessee

SIGNATURE PUBLIC FUNDING CORP.,
as Lessor

By: _____
Name: Ashley Curry
Title: Mayor

By: _____
Name: Donald S. Keough
Title: Senior Managing Director

By: _____
Name: Jeffrey Downes
Title: City Manager

Counterpart No. _____ of two manually executed and serially numbered counterparts. To the extent that this Equipment Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under Schedule No. 001 dated as of November 30, 2017 (the "Schedule") to that certain Master Equipment Lease-Purchase Agreement dated as of November 30, 2017 (the "Master," and together with the Schedule, the "Lease"), acknowledges receipt in good condition those certain units of the Equipment described in the Lease and more specifically listed on Annex I hereto as of the Acceptance Date set forth below. Capitalized terms used herein without definition shall be given their meaning in the Lease.

1. The units of Equipment listed on Annex I hereto represent a portion of the Equipment listed on the Schedule and to be acquired under the Lease. By its execution hereto, the Lessee represents and warrants that: (1) the Equipment listed on Annex I hereto has been delivered, installed and accepted on the date hereof; and (2) it has conducted such inspection and/or testing of the Equipment listed on Annex I hereto as it deems necessary and appropriate and hereby acknowledges that it unconditionally and irrevocably accepts the Equipment listed in Annex I hereto for all purposes. Lessee confirms that it will commence or continue to make Rental Payments in accordance with the terms of the Lease. Copies of invoices, proof of payment (if applicable), reimbursement resolutions (if applicable), and purchase orders and/or agreement have been attached with Annex I hereto. As applicable, the following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, MSOs, or Certificates of Title, designating Lessor as first position lienholder, and (c) any other evidence of filing or documents attached hereto

2. Lessee hereby certifies and represents to Lessor as follows: (i) the representations and warranties in the Lease are true and correct as of the Acceptance Date; (ii) the Equipment is covered by insurance in the types and amounts required by the Lease; (iii) no Event of Default as those terms are defined in the Lease, and no event that with the giving of notice or lapse of time or both, would become an Event of Default has occurred and is continuing on the date hereof; and (iv) will make all Rental Payments by and in accordance with Article IV of the Agreement.

3. Lessee hereby authorizes and directs Lessor to fund the Acquisition Cost of the Equipment by paying, or directing the payment by the Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

IF REQUEST IS FINAL REQUEST, CHECK HERE . 4. **Final Acceptance Certificate.** The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Disbursement Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease. Lessee certifies that upon payment in accordance with paragraph 3 above, or direction to the Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease.

Accepted and certified this ____ day of _____, 20___. ("Acceptance Date")

CITY OF VESTAVIA HILLS, ALABAMA, as Lessee

By: _____
Name: Ashley Curry
Title: Mayor

By: _____
Name: Jeffrey Downes
Title: City Manager

ANNEX I TO ACCEPTANCE CERTIFICATE

Payee	Vendor/ Manufacturer	Invoice or PO No.	VIN or MSN	Equipment Description	Location	Cost

EXHIBIT C-1

INSURANCE CERTIFICATION

In connection with Equipment Schedule 001 dated November 30, 2017 to that certain Master Equipment Lease-Purchase Agreement dated November 30, 2017, CITY OF VESTAVIA HILLS, ALABAMA, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: [Insurer Name]
Contact Person: _____
Address: _____
Phone: _____
E-mail: _____
to issue:

Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with minimum policy limits of \$1,000,000/occurrence and \$3,000,000/aggregate. The policy should be endorsed to name Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank, and its successors and assigns as additional insureds.

Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in an amount not less than the greater of \$961,015.00 or the full replacement cost of the Equipment. Such insurance shall be endorsed to name Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank, and its successors and assigns as loss payees with respect to such Equipment.

The required insurance should also be endorsed to give Signature Public Funding Corp. at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Signature Public Funding Corp. shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Signature Public Funding Corp. prior to and/or commensurate with the Acceptance Date. Proof of coverage will be mailed to: Signature Public Funding Corp., Attn: Mike Furnari at 600 Washington Avenue, Suite 305, Towson, MD 21204 or sent via e-mail to mfurnari@signatureny.com.

Very truly yours,

CITY OF VESTAVIA HILLS, ALABAMA, as Lessee

By: _____
Name: Ashley Curry
Title: Mayor

By: _____
Name: Jeffrey Downes
Title: City Manager

EXHIBIT C-2

Self-Insurance Rider and Lessor Consent

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204

November 30, 2017

Re: Schedule No. 001 dated November 30, 2017 to that certain Master Equipment
Lease-Purchase Agreement dated November 30, 2017 (collectively, the "Lease")

In connection with the above-referenced Lease, CITY OF VESTAVIA HILLS, ALABAMA, as lessee (the "Lessee") certifies that it participates in an actuarially sound self-insurance program for property damage and public liability risks. The Self-Insurance Questionnaire attached hereto is true and correct, and no Event of Default as such terms are defined in the Lease, has occurred and is continuing.

The following is attached (check all that apply):

- Letter from risk manager describing self-insurance program
- Other evidence of Lessee's participation in self-insurance program

Signature Public Funding Corp., as lessor (the "Lessor") agrees that the self-insurance program as described by Lessee in this Certificate and the attached Questionnaire and related documents is acceptable in lieu of the coverage for property damage and public liability risks required under the Lease, including §13 of the Master.

CITY OF VESTAVIA HILLS, ALABAMA,
as Lessee

SIGNATURE PUBLIC FUNDING CORP.,
as Lessor

By: _____
Name: Ashley Curry
Title: Mayor

By: _____
Name: Donald S. Keough
Title: Senior Managing Director

By: _____
Name: Jeffrey Downes
Title: City Manager

Date:

**QUESTIONNAIRE FOR SELF-INSURANCE TO
SELF-INSURANCE RIDER AND LESSOR CONSENT**

To and part of that Self-Insurance Rider and Lessor Consent to Equipment Schedule No. 001 dated as of November 30, 2017 to that certain the Master Lease Agreement dated November 30, 2017 (collectively, the "Lease"). The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Lease.

1. *Property Insurance.*

- a. Lessee is self-insured for damage or destruction to the Equipment.

YES NO (circle one)

If yes, the dollar amount limit for property damage to the Equipment under the Lessee's self-insurance program is \$_____.

- b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for all risk property damage.

YES NO (circle one)

If yes, the dollar limit for property damage to the Equipment under such umbrella policy is \$_____.

2. *Liability Insurance.*

- a. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar limit for such liability claims under the Lessee's self-insurance program is \$_____.

- b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability including injury or death of persons or damage to property as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar amount of the umbrella policy's limits for such liability coverage is \$_____.

3A. *Self Insurance Fund.*

- a. Lessee maintains a self-insurance fund.

YES NO (circle one)

If yes, please complete the following:

Monies in the self-insurance fund are subject to annual budgeting.

YES NO (circle one)

The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$_____.

- b. Amounts paid from the Lessee's self-insurance fund are subject to limitations for each claim.

YES NO (circle one)

If yes, the dollar amount of limit per claim is \$_____.

3B. No Self Insurance Fund.

- a. If Lessee does not maintain a self-insurance fund, please complete the following:
Lessee obtains funds to pay claims for which it has self-insured from the following sources:

- b. The limitations on the amounts payable for claims from the above sources are as follows:

4. Authority.

- a. The following entity or officer has authority to authorize payment for claim:
- b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?

YES NO (circle one)
If yes, to whom does the claimant have recourse?

5. Certificates of Insurance.

Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

EXHIBIT D

ESSENTIAL USE CERTIFICATE

November 30, 2017

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204

Re: Equipment Schedule No. 001 dated November 30, 2017 to that certain
Master Equipment Lease-Purchase Agreement dated November 30, 2017

I, Ashley Curry, appointed, or designated representative of and Mayor of the CITY OF VESTAVIA HILLS, ALABAMA, as lessee (the "*Lessee*"), is qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Lease Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment?
(If so, please explain why you are replacing the existing equipment)*

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

Very truly yours,
CITY OF VESTAVIA HILLS, ALABAMA, as Lessee

By: _____

Name: Ashley Curry

Title: Mayor

By: _____

Name: Jeffrey Downes

Title: City Manager

EXHIBIT E

INCUMBENCY CERTIFICATE

I, Rebecca Leavings, do hereby certify that I am the City Clerk of the CITY OF VESTAVIA HILLS, ALABAMA, a political entity, which is a body corporate and politic duly established and validly existing as a political subdivision of the State under the Constitution and laws of the State, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the District holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Equipment Schedule No. 001 dated November 30, 2017 to that certain Master Equipment Lease-Purchase Agreement dated November 30, 2017 (collectively, the “*Lease Agreement*”), between the CITY OF VESTAVIA HILLS, ALABAMA and Signature Public Funding Corp., as lessor, and
 - b. Enter into that certain Escrow Fund and Account Control Agreement dated November 30, 2017 (the “*Escrow Agreement*”); and
 - c. Execute Certificates of Acceptance, Disbursement Request Forms, and all other certificates documents, and agreements relating to the Lease Agreement and Escrow Agreement.

NAME	TITLE	SIGNATURE
Ashley Curry	Mayor	_____
Jeffrey Downes	City Manager	_____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the CITY OF VESTAVIA HILLS, ALABAMA.

November 30, 2017

Rebecca Leavings, City Clerk

EXHIBIT F

OPINION OF LESSEE'S COUNSEL

November 30, 2017

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204

Re: Equipment Schedule No. 001 dated November 30, 2017 to that certain
Master Equipment Lease-Purchase Agreement dated November 30, 2017

Ladies and Gentlemen:

As counsel to the CITY OF VESTAVIA HILLS, ALABAMA (the "*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement dated November 30, 2017 and Equipment Schedule No. 001 thereto dated November 30, 2017 (collectively, the "*Lease Agreement*"), between the Lessee and Signature Public Funding Corp., as lessor ("*Lessor*"), the Escrow Fund and Account Control Agreement dated November 30, 2017, together the Disbursement Request Form and Certificate of Acceptance (collectively, the "*Escrow Agreement*"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement and the Escrow Agreement. The Lease Agreement and the Escrow Agreement are herein collectively referred to as the "*Transaction Documents*." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a [describe entity type], which is a body corporate & politic duly established and validly existing as a political subdivision of the State of [state] under the Constitution and laws of the State of [state] with full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee and are in full compliance with all local, state and federal laws. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. The execution of the Transaction Documents and the obligation of monies due under the Lease Agreement will not result in the violation of any constitutional, statutory or limitation relating to the manner, form or amount of indebtedness which may be incurred by the Lessee.

3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with all applicable statutes, laws, rules, regulations, notice and public bidding requirements, including, without limitation, [insert statutes if applicable], in connection with the Transaction Documents and the transactions contemplated thereby. The resolution adopted by the Governing Body of the Lessee authorizing the execution and delivery of the Transaction Documents and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings. No approval, consent or withholding of objections is required from any State, federal or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Transaction Documents, except as have already been obtained.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction

Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound.

6. The Lessee has covenanted to comply with any continuing requirements that may be necessary to preserve the exclusion from gross income for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended (“Code”), of the portion of the Rental Payments designated as interest. In the event that the Lessee continuously complies with its covenants under the Transaction Documents and so long as the amounts payable to the Lessor are derived from the Rental Payments made by the Lessee, the portion of the Rental Payments designated as interest is not includible in gross income for federal income tax purposes under the current law. No opinion is expressed as to the tax treatment of payments made to the Lessor from sources other than from Rental Payments made by the Lessee. The Lease Agreement and the obligation to pay Rental Payments thereunder as represented by the Lease Agreement are not “specified private activity bonds” as such term is defined in the Code and the portion of the Rental Payments designated as interest is not includible as an item of tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax. However, the portion of Rental Payments designated as interest and received by the Lessor may be subject to an alternative minimum tax. The portions of the Rental Payments designated as interest represented by the Lease Agreement and any gain on the sale of the Lease Agreement are not includible as gross income under New York Law. Except as set forth in paragraphs 6 and 7 herein, we express no opinion regarding other federal tax consequences arising with respect to the Lease Agreement.

7. The Lessee has validly designated the Lease as a “qualified tax exempt obligation” as defined in and for the purposes of Section 265(b)(3) of the Code.

This opinion may be relied upon by purchasers and assignees of Lessor’s interests in the Lease Agreement.

Respectfully submitted,

EXHIBIT G

BANK-QUALIFIED DESIGNATION

The CITY OF VESTAVIA HILLS, ALABAMA, as lessee, (the "*Lessee*") under Equipment Schedule No. 001 dated as of November 30, 2017 to that certain Master Equipment Lease-Purchase Agreement dated as of November 30, 2017 (collectively, the "*Lease*") to which this Designation is attached, hereby designates the Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Lease and inures to the benefit of the Lessor and its successors and/or assigned.

EXECUTED as of this 30th day of November, 2017.

CITY OF VESTAVIA HILLS, ALABAMA, as Lessee

By: _____
Name: Ashley Curry
Title: Mayor

By: _____
Name: Jeffrey Downes
Title: City Manager

EXHIBIT H

TAX & ARBITRAGE CERTIFICATE

Dated: November 30, 2017

The following certificate is delivered in connection with the execution and delivery of Equipment Schedule No. 001 dated November 30, 2017 to that certain Master Equipment Lease-Purchase Agreement dated November 30, 2017 (collectively, the "Lease Agreement"), entered into between the CITY OF VESTAVIA HILLS, ALABAMA (the "Lessee") and Signature Public Funding Corp. (the "Lessor"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply \$951,500.00 (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by Signature Bank, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of November 30, 2017 (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4 Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5 The Equipment Schedule No. is a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. As such, the Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Equipment Schedule) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which Equipment Schedule is executed and delivered and interest commences to accrue thereunder.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the Vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by May 30, 2018, but not later than May 30, 2019.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the Vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

6.2 In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.3, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.4. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. The Lessee confirms and acknowledges that its true and correct tax identification number is: **63-6002218** and full, true and correct legal name is "CITY OF VESTAVIA HILLS, ALABAMA." Lessee confirms that it is located in County of Shelby, State of Alabama.

8.5 The Lessee has adopted, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Rental Payments under the Financing Documents as excluded from Lessor's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Financing Documents to ensure compliance with such procedures.

IN WITNESS WHEREOF, this Tax & Arbitrage Certificate has been executed on behalf of Lessee as of November 30, 2017.

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

Name: Ashley Curry

Title: Mayor

By: _____

Name: Jeffrey Downes

Title: City Manager

EXHIBIT I:

ESCROW FUND AND ESCROW AGREEMENT

FORM OF RESOLUTION

RESOLUTION NO. [] OF THE GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA, AUTHORIZING, PURSUANT TO THE [INSERT STATUTE] (COLLECTIVELY, "AUTHORIZING LAW"), THE INCURRING OF LEASE OBLIGATIONS IN ANY AMOUNT NOT TO EXCEED \$[LEASE AMOUNT] TO BE EVIDENCED BY THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND AN EQUIPMENT SCHEDULE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the CITY OF VESTAVIA HILLS, ALABAMA (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision of the State of [state], is authorized by the laws of the State of [state] to purchase, acquire, and lease personal property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto;

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; including without limitation various [Insert description of Equipment] purchased from [Insert names of vendors if known, otherwise modify resolution] and all other equipment Lessee or its Designated Officers may deem necessary and/or desirable (the "Equipment") in an amount not more than \$[Lease Proceeds], and the Lessee hereby finds and determines that the realistic estimated useful life of the Equipment is at least [YEARS (XX)] years

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into a Master Equipment Lease Purchase Agreement dated as of November 30, 2017 (together with the Equipment Schedule dated as of November 30, 2017 and all related exhibits, schedules, and certificates attached thereto, the "Lease Agreement") with Signature Public Funding Corp. (the "Lessor") and one Escrow Agreement (together the Disbursement Request Form and Acceptance Certificate, the "Escrow Agreement", and together with the Lease Agreement, the "Transaction Documents") with the Lessor and [Escrow Bank Name], as escrow agent, the forms of which have been presented to the Governing Body of the Lessee at this meeting;

WHEREAS, the Governing Body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT RESOLVED AND ENACTED by the Governing Body of the CITY OF VESTAVIA HILLS, ALABAMA as follows:

Section 1. Approval of Documents. The Governing Body of the Lessee hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to this meeting and authorizes and directs [Name], the [Title], and [Name], the [Title], [Insert other names and titles as desired and/or necessary—should match names on incumbency certificate] of the CITY OF VESTAVIA HILLS, ALABAMA, and such other persons as he/she/they may delegate (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the Lessee, to execute, attested, seal, and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto substantially in such forms as presented herewith, together with such changes, modification, negotiations, insertions, revisions, corrections, or amendments as shall be approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer's and the Governing Body's approval of any such changes, insertions, revisions, corrections, negotiations, or amendments to the respective forms of agreements presented to this meeting.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and Disbursement/Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Equipment. All actions heretofore taken by officers, employees, and agents of the Lessee that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

Section 3. No General Liability. Nothing contained in this Resolution No. [REDACTED], the Transaction Documents, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution No. [REDACTED], the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, payable from the general obligation revenues of the Lessee under the Transaction Documents as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The Designated Officers are each hereby designated to act as authorized representatives of the Lessee for purposes of the Transaction Documents until such time as the Governing Body of the Lessee shall designate any other or different authorized representative for purposes of the Transaction Documents.

Section 5. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution No. [REDACTED].

Section 6. Repealer. All bylaws, orders, and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

Section 7. [Qualified Tax Exempt Obligations.] The Lessee, and its Governing Body, designate its obligations under the Lease Agreements as “qualified tax exempt obligations” as defined in and for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended./Reserved.]

Section 8. Effective Date. This Resolution [REDACTED] shall be effective immediately upon its approval and adoption.

The foregoing Resolution was duly passed and adopted at a meeting of the [Town Council] (the “Governing Body”) of CITY OF VESTAVIA HILLS, ALABAMA held on [Month] [REDACTED], [Year], by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Presiding Officer

ATTEST:

By: _____
Rebecca Leavings, City Clerk

CLOSING MEMORANDUM

**\$951,500.00 LEASE OF RADIOS AND EQUIPMENT
PURSUANT TO SCHEDULE NO. 001 DATED NOVEMBER 30, 2017 TO THAT CERTAIN
MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT DATED NOVEMBER 30, 2017
BETWEEN CITY OF VESTAVIA HILLS, ALABAMA, AS LESSEE, AND
SIGNATURE PUBLIC FUNDING CORP., AS LESSOR**

Pre-Closing: All documents will be executed and two (2) blue ink originals will be overnighted to Signature Public Funding Corp., Attn: Ms. Tonia Lee, 600 Washington Avenue, Suite 305, Towson, Maryland 21204, for delivery no later than 9:00 am on the morning of November 30, 2017 and held in trust until such time as the wires and original documents are released by the Parties.

Closing: By wire transfer and pending receipt of original, executed Lease Documents, on the morning of November 30, 2017, Lessor is authorized by Lessee to wire the Principal Amount of Lease to Escrow Agent/Vendors referenced below, an amount equal to the Total Lease Proceeds less Legal/Doc Costs, as defined below, pursuant to the Wire Instructions as follows:

Bank Name: Signature Bank
ABA No: 026013576
Account No:
Account Name: CITY OF VESTAVIA HILLS, ALABAMA
F/B/O:
Attn:

and each of the Parties will confirm by e-mail receipt of funds and then the release of all original documents held in trust, when such funds and/or documents are in the possession of each of the Parties. Lessor is further authorized by the Lessee to retain the Legal/Doc Fees after the Total Equipment Cost has been wired.

Sources and Uses of Funds:

Principal Amount of Lease	\$951,500.00
TOTAL SOURCES	\$951,500.00
Total Equipment Cost:	\$951,500.00
Issuance Costs:	
Legal/Doc Costs	\$
TOTAL LEASE PROCEEDS	\$951,500.00

Attest:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
Name: Ashley Curry
Title: Mayor

By: _____
Name: Jeffrey Downes
Title: City Manager