

Vestavia Hills
City Council Agenda
June 11, 2018
6:00 PM

1. Call to Order
2. Roll Call
3. Invocation – Tom Bell, Vestavia Hills Chaplain
4. Pledge Of Allegiance Led By Boy Scout Troop 4, Vestavia Hills
5. Proclamation – Flag Day – June 14, 2018
6. Proclamation – Paint The Town Purple For Alzheimer’s Month – June 2018
7. Candidates, Announcements and Guest Recognition
8. City Manager’s Report
9. Councilors’ Reports
10. Approval of Minutes – May 30, 2018 (Regular Meeting)

Old Business

11. Ordinance Number 2605-A – Rezoning – 3127 Blue Lake Drive And 4565 Pine Tree Circle; Lot 10-A, Acton’s Resurvey Of Lot 8 Thru 10 And Lots 11 & 12, Topfield Subdivision; Rezone From Vestavia Hills B-1.2 (Neighborhood Mixed Use District) To B-1.2 (Neighborhood Mixed Use District) With A Revised Site Plan; Pine Tree Partners LLC And Seed Corn, Owners *(public hearing)*
12. Resolution Number 5061 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver A Contract With Southern Software, Inc., For A Records Management System For The City Of Vestavia Hills Police Department And To Split Funding For Said System Evenly Within The City Of Vestavia Hills General Fund Budgets Of FY2018 And FY2019 *(public hearing)*
13. Resolution Number 5062 – A Resolution Approving Additional Funding For A Filtering System For The Swimming Pool At Wald Park *(public hearing)*
14. Ordinance Number 2762 – Rezoning – 3293 Overton Trail; Rezone From Vestavia Hills R-5 To Vestavia Hills R-2 For Construction Of A Single-Family Home; Ben And Susanne Webb, Owners *(public hearing)*
15. Ordinance Number 2763 – Rezoning – 3107 Timberlake Road; Rezone from Vestavia Hills R-1 to Vestavia Hills O-1; Estate of Ivorene Norris, Owner *(public hearing)*
16. Ordinance Number 2768 - An Ordinance Pertaining To The Start Time For On-Premises Alcohol Sales On Sundays *(public hearing)*

17. Ordinance Number 2769 - An Ordinance Rescinding Ordinance Number 1782 And Amending Chapter 5.5; Article II, Entitled “Erosion And Sediment Control” Of The *Vestavia Hills Code Of Ordinances* (*public hearing*)
18. Ordinance Number 2770 - An Ordinance Establishing Methods For Controlling The Introduction Of Pollutants Into Municipal Separate Storm Sewer System In Order To Comply With The Requirements Of The National Pollutant Discharge Elimination System (NPDES) Permit Process (Illicit Discharge) (*public hearing*)
19. Ordinance Number 2771 – An Ordinance Establishing Post-Construction Best Management Practices For Permanent Stormwater Management Control Structures (*public hearing*)

New Business

20. Resolution Number 5064 – A Resolution Declaring Certain Personal Property As Surplus And Directing The City Manager To Dispose/Sell Said Surplus
21. Resolution Number 5065 – A Resolution Accepting The 2016-2017 Audit For The City Of Vestavia Hills, Alabama

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

22. Resolution Number 5066 - Authorizing The City Manager To Execute Supplemental Agreement For Neel Schaffer For Additional Design Work For Massey Road
23. Resolution Number 5067 - A Resolution Declaring A Weed And Other Vegetation Nuisance Pursuant To Ordinance Number 2567 And Directing The City Manager To Abate Said Nuisance For Property Located At 704 Rockbridge Road
24. Ordinance Number 2772 - An Ordinance Granting A Non-Exclusive Right-Of-Way Use Agreement To Access Fiber Group, Inc. For The Purpose Of Constructing, Installing, Maintaining And Operating A Network Within The Public Rights-Of-Way Within The City Of Vestavia Hills, Alabama
25. Citizen Comments
26. Motion For Adjournment

WHEREAS, by Act of the Continental Congress of the United States dated June 14, 1777, the first official Flag of the United States was adopted; and

WHEREAS, by Act of Congress dated August 3, 1949, June 14 of each year was designated "National Flag Day"; and

WHEREAS, the Congress has requested the President to issue annually a proclamation designating the week in which June 14 occurs as "National Flag Week"; and

WHEREAS, on December 8, 1982 the National Flag Day Foundation was chartered to conduct educational programs and to encourage all Americans to Pause for the Pledge of Allegiance on Flag Day, June 14; and

WHEREAS, Flag Day celebrates our Nation's symbol of unity, a democracy in a republic, and stands for our Country's devotion to freedom, to the rule of all, and to equal rights for all;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim June 14, 2018 as

FLAG DAY

and urge all of our residents to observe Flag Day through Independence Day as a time to honor America, to celebrate our heritage in public gatherings and activities, and to publicly recite the Pledge of Allegiance to the Flag of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 5th day of June 2018.

Ashley C. Curry
Mayor

WHEREAS, over five million Americans, including more than 92,000 Alabamians, are living with Alzheimer's disease and someone new is added to those ranks every 66 seconds; and

WHEREAS, Alzheimer's is the sixth leading cause of death in the United States, and the only leading cause of death that cannot be cured, prevented, or even slowed; and

WHEREAS, researchers are working diligently to develop accurate ways to diagnose and treat Alzheimer's disease; and

WHEREAS, the Walk to End Alzheimer's is the world's largest event to raise awareness and funds for Alzheimer's care, support, and research programs; and

WHEREAS, the Heart of Alabama Walk to End Alzheimer's will take place on September 30, 2018; and

WHEREAS, the Alzheimer's Association is here today, encouraging Vestavia Hills businesses and residents to join the fight against this devastating disease by decorating their storefronts and spaces with purple as well as to wear purple to raise awareness of Alzheimer's disease;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim June 2018 as

**PAINT THE TOWN PURPLE FOR
ALZHEIMER'S MONTH**

in Vestavia Hills and urge all citizens to take steps to act now to end Alzheimer's, open their minds to learn the facts about Alzheimer's, voice their support, and become an advocate to move the Alzheimer's Association's cause forward.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 5th day of June 2018.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MAY 30, 2018

The City Council of Vestavia Hills met in special session on this date at 6:00 PM, following publication and posting pursuant to Alabama law (rescheduled from May 28, 2018). 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
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Marvin Green, Fire Chief
Cinnamon McCulley, Communications Specialist
Brian Davis, Public Services Director

Steve Dedmon, Vestavia Hills Chaplain, provided the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Steve Ammons, candidate for Jefferson County Commission, District 5, introduced himself and requested support in the upcoming June primary.
- Mr. Pierce reminded everyone that the annual Wing Ding celebration will be held this Saturday starting at 11:30 AM right here at City Hall.
- Mr. Pierce announced the 37th annual I Love America Day celebration will begin the night of June 28, 2018 beginning at 7 PM at Wald Park.
- Mr. Pierce welcomed Marty Martin, Vestavia Hills Chamber of Commerce member.
- The Mayor announced an upcoming breakfast hosted by the Freedom from Addiction Coalition on June 12 at Canterbury United Methodist Church beginning at 7:30 AM. He explained that the Coalition was formed by Mayors from Vestavia Hills, Hoover, Mountain Brook and Homewood.

CITY MANAGER'S REPORT

- Mr. Downes gave an update on storm water projects with budgeted funds. He reported that the first 4 projects have been engineered and will proceed to construction soon: White Oak, Valley Park, Noel and Millwood Road. He stated they hope to begin these projects within the next 2 weeks.
- The future of the public works facility was discussed at the last council meeting with a proposed development of a Baumhowers Victory Grille. The City is looking at outsourcing the fleet operations and, after only a week's notice, two of the employees have found other jobs and the transition has been quicker than anticipated. The third employee is projected to retire soon so the City opted to allow him to finish his tenure.
- The Council approved the creation of the Liberty Park Cooperative District made up of Jefferson County, Birmingham and Vestavia Hills. This District will oversee improvements along Liberty Parkway to allow a four-lane highway and some improvements to the entrance of Liberty Park. Bids will be opened on June 6 for the infrastructure project and the prices will be evaluated at that time. Once finalized, the District will be called together to fund the plan through the various projects and hopefully, construction will begin. All timelines are tentative.
- Mr. Downes announced that he hosted a "lunch and learn" meeting today to discuss the economic development of the Montgomery Highway redevelopment. He invited anyone interested in the information to read the article online at the *Vestavia Voice*.

COUNCILOR REPORTS

- Mrs. Cook announced a Vestavia Hills Board of Education meeting tomorrow at 8:30 AM.
- Mr. Pierce thanked Mr. Downes for the Lunch and Learn program today. He stated he feels that good information was given and will help residents to see what is really happening in the City concerning redevelopment along that corridor.
- The Mayor echoed Mr. Pierce and stated that the program was informative and encouraged everyone to contact the City with any questions or concerns.
- Mr. Weaver stated that the Planning and Zoning Commission has a new member, Hasting Sykes, who will attend his first meeting next month.
- Mr. Head stated that the pool has reopened with some rented filtration equipment and thanked Mr. Davis for his assistance in getting the pool opened on time.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for month ending April 2018. Mr. Turner read and explained the balances.

Mrs. Cook asked if there was any particular reason why sales taxes are showing so much growth.

Mr. Downes stated that the new grocery stores along with taxes on delivered building materials have helped the bottom line on sales tax collections. He stated that grocery revenues are the City's primary source of sales tax revenues.

APPROVAL OF MINUTES

The minutes of the May 14, 2018 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the May 14, 2018 (Regular Meeting) 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.

OLD BUSINESS

ORDINANCE NUMBER 2605-A

Ordinance Number 2605-A – Rezoning – 3127 Blue Lake Drive And 4565 Pine Tree Circle; Lot 10-A, Acton's Resurvey Of Lot 8 Thru 10 And Lots 11 & 12, Topfield Subdivision; Rezone From Vestavia Hills B-1.2 (Neighborhood Mixed Use District) To B-1.2 (Neighborhood Mixed Use District) With A Revised Site Plan; Pine Tree Partners LLC And Seed Corn, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2605-A was made by Mr. Weaver and second was by Mr. Pierce.

Derek Waltchack, owner and developer for the project, was present and requested that this be postponed until the June 11, 2018 meeting because there's still some details being worked out on the site plan.

MOTION Motion to postpone consideration of Ordinance Number 2605-A until June 11, 2018 at 6 PM by Mrs. Cook seconded by Mr. Weaver.

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

RESOLUTION NUMBER 5048

Resolution Number 5048 – Annexation – 90-Day – 3332 Misty Lane; Jacob and Marjorie Pollard (public hearing)

Mr. and Mrs. Jacob Pollard were present in regard to this request.

MOTION Motion to approve Resolution Number 5048 was made by Mr. Weaver and second was by Mr. Pierce.

The Mayor stated that this request is to annex the property in order to construct a new home.

Mr. Pierce gave the report from the Standing Annexation Committee that noted the streets of this area do not meet specifications and indicated this was discussed at length. The Pollards are current residents of the City and their children attend Vestavia Hills schools.

Mr. Pollard stated that they have been looking at improvements to allow some added width and accommodations for a 14' width of paving and a hammerhead turn-around, reinforced to support the fire apparatus. He stated the plans are highlighted and will be worked upon with the fire marshal.

Mr. Brady concurred that the improvements were in line with what they had discussed. He stated he has not seen the engineered plans.

The Mayor requested that it be made a part of the motion that the improvements be done prior to the issuance of a Certificate of Occupancy.

The Mayor opened the floor for a public hearing for Resolution Number 5048 and the following Ordinance Number 2759. 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.

ORDINANCE NUMBER 2759

Ordinance Number 2759 – Annexation – Overnight – 3332 Misty Lane; Jacob and Marjorie Pollard (public hearing)

MOTION Motion to approve Ordinance Number 2759 was made by Mrs. Cook with the condition that the roadway improvements and turn-around be contingent prior to issuance of the Certificate of Occupancy and second was by Mr. Pierce.

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 5044

Resolution Number 5044 – Annexation – 90-Day – 2441 Jannebo Road; Lot 116, Buckhead, 4th Sector; Richard and Samantha Wheeler (*public hearing*)

MOTION Motion to approve Resolution Number 5044 was made by Mr. Weaver and second was by Mr. Pierce.

Richard Wheeler was present in regard to this request. He explained his request for annexation of a single-family home. He stated they have future plans to add to the home to allow extra value into the home.

Mrs. Cook asked about the proposed improvements.

Mr. Wheeler stated they are looking at a couple of options including addition of a master bedroom suite or to do an additional living space and repurpose the bedrooms already there.

Mr. Pierce gave the report from the Standing Annexation Committee that indicated no adverse information.

The Mayor opened the floor for a public hearing for this Resolution Number 5044 and the following Ordinance Number 2760. 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.

ORDINANCE NUMBER 2760

Ordinance Number 2760 – Annexation – Overnight – 2441 Jannebo Road; Lot 116, Buckhead, 4th Sector; Richard and Samantha Wheeler (*public hearing*)

MOTION Motion to approve Ordinance Number 2760 was made by Mr. Weaver and second was by Mrs. Cook.

The Mayor stated that this is the overnight annexation of the same property.

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 5045

Resolution Number 5045 – Annexation – 90-Day – 2764 Altadena Lake Drive; Lot 4, Block 5, First Add, Altadena Valley, 4th Sector; Murray and Kelly Statham (public hearing)

MOTION Motion to approve Resolution Number 5045 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Pierce read the report from the Standing Annexation Committee which found no adverse information.

Mr. and Mrs. Murray Statham were present in regard to the request. Mr. Statham stated that they have put roughly \$36,000 into interior improvements and continue to do improvements as they can.

Mr. Pierce stated that many times when the Tax Assessor appraises a home they do not address the finished basement so that alone adds value to the home.

The Mayor opened the floor for a public hearing for this Resolution Number 5045 and the following Ordinance Number 2761. 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.

ORDINANCE NUMBER 2761

Ordinance Number 2761 – Annexation – Overnight – 2764 Altadena Lake Drive; Lot 4, Block 5, First Add, Altadena Valley, 4th Sector; Murray and Kelly Statham (public hearing)

MOTION Motion to approve Ordinance Number 2761 was made by Mr. Weaver and second was by Mr. Pierce.

The Mayor stated that this is the overnight annexation of the same property.

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 5046

Resolution Number 5046 – Annexation – 90-Day – 2424 Dolly Ridge Road; Lot 15, Rocky Ridge Estates; Jim Thornton Construction (*public hearing*)

MOTION Motion to approve Resolution Number 5046 was made by Mr. Weaver and second was by Mr. Pierce.

The Mayor stated that this Resolution and the following

Larry Ingram, representing the owner, Jim Thornton, Thornton Homes, stated the request is to take both of these existing lots and subdivide to construct four single-family homes. He explained that the City’s annexation plan speaks to filling in gaps and allowing the flow of homes in areas that are partially unincorporated.

Mr. Pierce read the annexation reports of both properties that centered on the request to subdivide for four homes. The school board had no issues with the additional homes and no adverse information was found.

Mr. Ingram stated the homes would range in the \$600,000 to \$700,000 range. There are interested buyers already evaluating the proposed lots. He stated that they anticipate something comparable to R-2 zoning classification.

Mrs. Cook pointed out that this action tonight is not the rezoning of the property; simply beginning the annexation.

The Mayor opened the floor for a public hearing for this Resolution Number 5046 and the following Resolution. 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 5047

Resolution Number 5047 – Annexation – 90-Day – 2432 Dolly Ridge Road; Lot 18 & S. 25’ of Lot 17, Rocky Ridge Estates; Jim Thornton Construction (*public hearing*)

MOTION Motion to approve Resolution Number 5047 was made by Mr. Weaver and second was by Mrs. Cook.

The Mayor stated that this is the adjacent lot that was just described.

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
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Mr. Pierce – yes
Mayor Curry – yes

Mr. Weaver – yes
Motion carried.

ORDINANCE NUMBER 2764

**Ordinance Number 2764 – An Ordinance Prohibiting Drivers From Operating A Vehicle Through Private Or Public Property In Order To Avoid Traffic Control Devices
(public hearing)**

Mr. Downes showed a video filmed by the owners of the Dolly Creek Station shopping center that prompted this request. He explained the video shows a motorist cutting through the parking lot at a high rate of speed. He stated that the practice has become more commonplace through the years and this is an attempt to stop this for the safety of the patrons of the shopping center and nearby businesses.

MOTION Motion to approve Ordinance Number 2764 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Weaver stated that the second paragraph requires that a sign be posted. He asked if the Police Department will only enforce this Ordinance if a sign is posted.

Chief Rary stated that the primary reason to require the signage was so a cited motorist could not claim they did not know cutting through the parking lot was a City violation. He stated this makes the Ordinance more enforceable.

Mr. Pierce asked about enforceability since this violation occurs on private property.

Chief Rary explained.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, asked how it will be enforced.

Chief Rary explained that the officer would have to be a witness or a citizen can come and swear out a warrant. The violation would be issued through a non-traffic citation.

Mrs. Cook noted that Mr. Boone issued an opinion finding no problems with the Ordinance and its enforcement.

There being no one else 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.

RESOLUTION NUMBER 5053

Resolution Number 5053 – Vacation – 801 South Bend Lane; Lot 16, South Bend Subdivision; Vacation Of 10’ Drainage Easement To Allow Construction Of A Single-Family Home; BC South, LLC: Blake Pittman, Representing (public hearing)

MOTION Motion to approve Resolution Number 5053 was made by Mr. Weaver and second was by Mr. Head.

Mr. Downes stated that it vacates a storm drainage easement to be relocated.

Mr. Brady explained that the Resolution should be conditioned on the recording of a new easement.

Daniel Statham, homebuilder, stated this will relocate the easement toward the back of the property.

Mrs. Cook asked if Mr. Brady has reviewed the relocation. Mr. Brady stated they have reviewed the preliminary plans and find no issues.

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.

NEW BUSINESS

ORDINANCE NUMBER 2766

Ordinance Number 2766 – Annual Jefferson County Tax Levy – Authorizing The Jefferson County Tax Assessor/Collector To Assess And Collect Ad Valorem Taxes In The City Of Vestavia Hills, Alabama

MOTION Motion to approve Ordinance Number 2766 was made by Mr. Pierce and second was by Mrs. Cook.

Mr. Downes stated that this authorizes the Jefferson County Tax Assessor to assess and collect municipal taxes pursuant to Alabama law.

There being no one to address the Council, the Mayor called for the question.

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

ORDINANCE NUMBER 2767

Ordinance Number 2767 – Annual Shelby County Tax Levy – Authorizing The Shelby County Tax Assessor/Collector To Assess And Collect Ad Valorem Taxes In The City Of Vestavia Hills, Alabama

MOTION Motion to approve Ordinance Number 2767 was made by Mrs. Cook and second was by Mr. Head.

Mr. Downes stated that this authorizes the Shelby County Tax Assessor to assess and collect municipal taxes pursuant to Alabama law.

There being no one to address the Council, the Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5056

Resolution Number 5056 - A Resolution Authorizing Preliminary Action For And Reimbursement Of Qualified Expenditures From General Obligation Warrants, Series 2018

MOTION Motion to approve Resolution Number 5056 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes stated that the Council recently approved an increase in sales tax to begin a bond issue for a very aggressive infrastructure and Community Spaces plan. He explained the parameters of this proposed Resolution and the reimbursement provision to capture ongoing expenses that are already occurring.

Heyward Hosch explained the specific actions and explained that it is preliminary and is non-binding. The purpose is the outline what the Council wishes to do with the bond issue and authorizes a settlement of terms for a warrant issue.

Mrs. Cook asked the City Manager to explain the process for selecting the bond underwriter.

Mr. Downes explained the bond underwriter was selected through a competitive bid and discussed the qualifications of the recommended underwriter.

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 5057

Resolution Number 5057 – A Resolution Authorizing An Amendment To Special Economic Development Agreement By The City Of Vestavia Hills And SCP At Liberty Park, LLC

MOTION Motion to approve Resolution Number 5057 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes stated that the prior Council approved an incentive agreement for some shops in Liberty Park. He stated that the project is complete, but when the first rebate was requested City staff realized there was an error in the original approved Resolution—a difference between the agreement stated in writing and the Resolution. This Resolution will correct that error and puts in place the intended rebate amount so that the project can resume as intended.

Mrs. Cook stated that the difference is the percentage of the sales tax rebate for the first five years.

Mr. Downes stated that the amount of the difference equates to about \$2,300 annually.

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 5058

Resolution Number 5058 – Alcohol License – Slice LLC D/B/A 2018 Wing Dings For A 140 – Special Events License; Jeffrey Saied Bajalieh, Christopher Saleh Bajalieh And Jason Brian Bajalieh, Executives (*public hearing*)

MOTION Motion to approve Resolution Number 5058 was made by Mr. Weaver and second was by Mr. Head.

Mr. Downes stated that this is the proposed alcohol vendor for Wing Ding to be held this Saturday at City Hall.

Jason Bajalieh, Slice Pizza, was present in regard to the request.

Mrs. Cook asked about the various misdemeanor violations cited for one of the applicants on the application. She stated that two were dismissed but a possession of controlled substances went to Drug Court.

Mr. Bajalieh stated he believes that was a youthful offender case. He explained that the offender was his brother and he isn't familiar with the facts surrounding that incident.

Mr. Pierce stated that this is the second year for Wing Ding in this location and asked how they will control the boundaries of the premises.

Mr. Bajalieh stated they will check identifications and utilize barriers along with disposable webcams to monitor the entrances and exits.

Mr. Donny Winningham stated this is for beer only and there were no issues last year.

The Mayor asked Chief Rary if there were any concerns last year. Chief Rary stated they had no reported problems last year.

Discussion ensued as to when the restaurant will open.

Mrs. Cook stated there were other criminal offenses listed on the application and asked if he could explain.

Mr. Bajalieh stated that "it is what it is."

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 – no

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5059

Resolution Number 5059 – A Resolution Declaring Certain Personal Property As Surplus And Directing The City Manager To Dispose/Sell Said Surplus

MOTION Motion to approve Resolution Number 5059 was made by Mr. Weaver and second was by Mr. Head.

The Mayor stated this request includes a police vehicle and the equipment utilized in the fleet maintenance shop. These items would be sold to the public under the direction of Mr. Davis.

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 5060

Resolution Number 5060 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Ingenuity For New Vehicle And Boat Registration

MOTION Motion to approve Resolution Number 5060 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes stated that the City began issuance of tags here in the City Hall for City residents. This software allows the City to expand that service to include registration of new vehicles and boats. He stated that this has been an appreciated service to the community and that they have worked well with the County in providing this service. He detailed the revenues derived from the service, which pay the cost of the software and the cost of the employee who handles the service.

The Mayor commended the Finance Department on the service.

Mr. Pierce stated that the intent was not to derive revenues just to make it cost neutral.

Mrs. Cook asked if the employee employed for this purpose provides other services to the City as well. Mr. Downes stated she does many other duties and does a good job at all of them.

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 5063

Resolution Number 5063 – A Resolution Reappointing Donald Harwell to the Birmingham-Jefferson County Transit Authority

MOTION Motion to approve Resolution Number 5063 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Harwell introduced himself and also introduced Christopher Ruffin, the Interim Executive Director of the BJTA. Mr. Harwell stated that Mr. Ruffin has worked his way up through the ranks within the Authority all the way from bus driver to Interim Director so he knows all aspects as to the operations of the Authority.

Mr. Ruffin commended Mr. Harwell for his participation with the Authority and he thanked the Council for appointing and supporting Mr. Harwell's appointment and representation. He stated that Mr. Harwell has been an asset to the BJCTA.

Mr. Harwell recognized former Mayor Zaragoza who was in the audience and thanked him for the original appointment.

Mayor Zaragoza stated that he highly recommends this reappointment.

Mr. Harwell indicated that the change in the state law also changed the length of the appointment terms and that his re-appointment would terminate in 2022 and not 2024 as stated in the Resolution. He requested an amendment to the Resolution to make that change.

MOTION Motion to amend Resolution Number 5063 for the re-appointment to end in the year 2022 was by Mrs. Cook and seconded by Mr. Pierce. Roll call vote as follows:

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

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 (REQUESTING UNANIMOUS CONSENT)

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 June 11, 2018, at 6:00 PM.

- Resolution Number 5061 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver A Contract With Southern Software, Inc., For A Records Management System For The City Of Vestavia Hills Police Department And To Split Funding For Said System Evenly Within The City Of Vestavia Hills General Fund Budgets Of FY2018 And FY2019 (*public hearing*)

- Resolution Number 5062 – A Resolution Approving Additional Funding For A Filtering System For The Swimming Pool At Wald Park (*public hearing*)
- Ordinance Number 2762 – Rezoning – 3293 Overton Trail; Rezone From Vestavia Hills R-5 To Vestavia Hills R-2 For Construction Of A Single-Family Home; Ben And Susanne Webb, Owners (*public hearing*)
- Ordinance Number 2763 – Rezoning – 3107 Timberlake Road; Rezone from Vestavia Hills R-1 to Vestavia Hills O-1; Estate of Ivorene Norris, Owner (*public hearing*)
- Ordinance Number 2768 - An Ordinance Pertaining To The Start Time For On-Premises Alcohol Sales On Sundays (*public hearing*)
- Ordinance Number 2769 - An Ordinance Rescinding Ordinance Number 1782 And Amending Chapter 5.5; Article II, Entitled “Erosion And Sediment Control” Of The *Vestavia Hills Code Of Ordinances* (*public hearing*)
- Ordinance Number 2770 - An Ordinance Establishing Methods For Controlling The Introduction Of Pollutants Into Municipal Separate Storm Sewer System In Order To Comply With The Requirements Of The National Pollutant Discharge Elimination System (NPDES) Permit Process (Illicit Discharge) (*public hearing*)
- Ordinance Number 2771 – An Ordinance Establishing Post-Construction Best Management Practices For Permanent Storm Water Management Control Structures (*public hearing*)
- Resolution Number 5053 – Vacation – 801 South Bend Lane; Lot 16, South Bend Subdivision; Vacation Of 10’ Drainage Easement To Allow Construction Of A Single-Family Home; BC South, LLC: Blake Pittman, Representing (*public hearing*)

CITIZEN COMMENTS

Mr. Pierce and Mrs. Cook both recognized Emily Featherston, reporter for the *Vestavia Voice*, for her excellent service in providing timely and correct information to the citizens of Vestavia Hills. Mr. Pierce mentioned Ms. Featherston is leaving the City to go to the North Carolina beach. They both indicated that they appreciate the work and reporting that she has done and wished her well in her new position.

At 7:26 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 7:27 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2605-A

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2605 AND 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-1 TO VESTAVIA HILLS B-1.2 WITH A REVISED SITE PLAN

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, on the 12th day of October, 2015, adopted and approved Ordinance Number 2605 from Vestavia Hills R-1 (low density residential district) to Vestavia Hills B-1.2 (neighborhood mixed use district) and conditioned to develop pursuant to a site plan for a retail development; and

WHEREAS, the developer has found that an alternate site plan would work better for the property in order to develop it to its best and highest development; said site plan is marked as Exhibit A and it attached to and incorporated into this Ordinance Number 2605-A as though written fully therein.

NOW, THEREFORE, 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 (low density residential district) to Vestavia Hills B-1.2 (neighborhood mixed use district):

3127 Blue Lake Drive and 4565 Pine Tree Circle
Lot 10-A, Acton's Resurvey of Lot 8 thru 10 and
Lots 11 & 12, Topfield Subdivision
Pine Tree Partners, LLC and Seed Corn, Owners

BE IT FURTHER ORDAINED that said development is conditioned on the property being developed substantially as shown in Exhibit A, attached.

APPROVED and ADOPTED this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

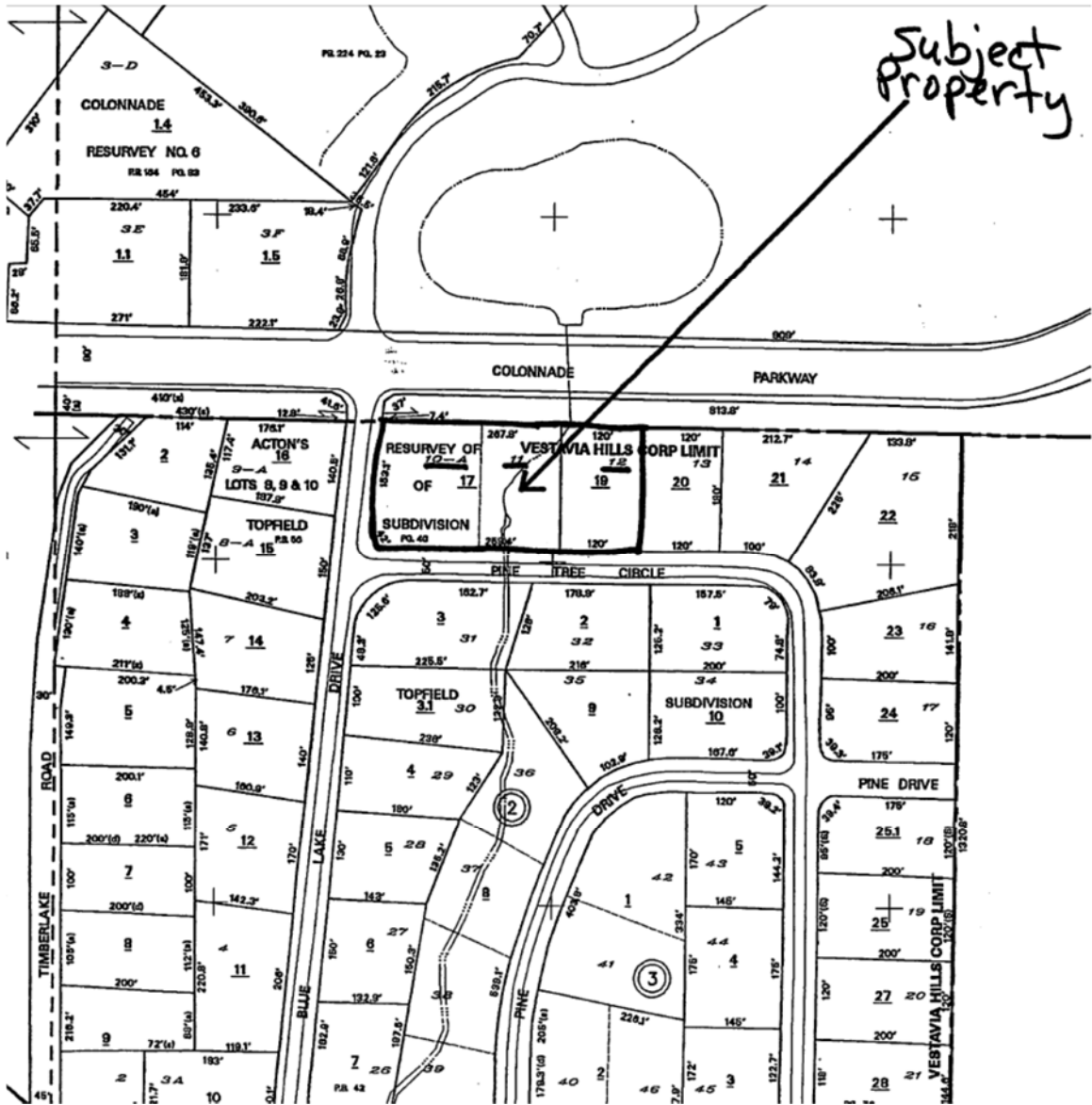
Rebecca Leavings
City Clerk

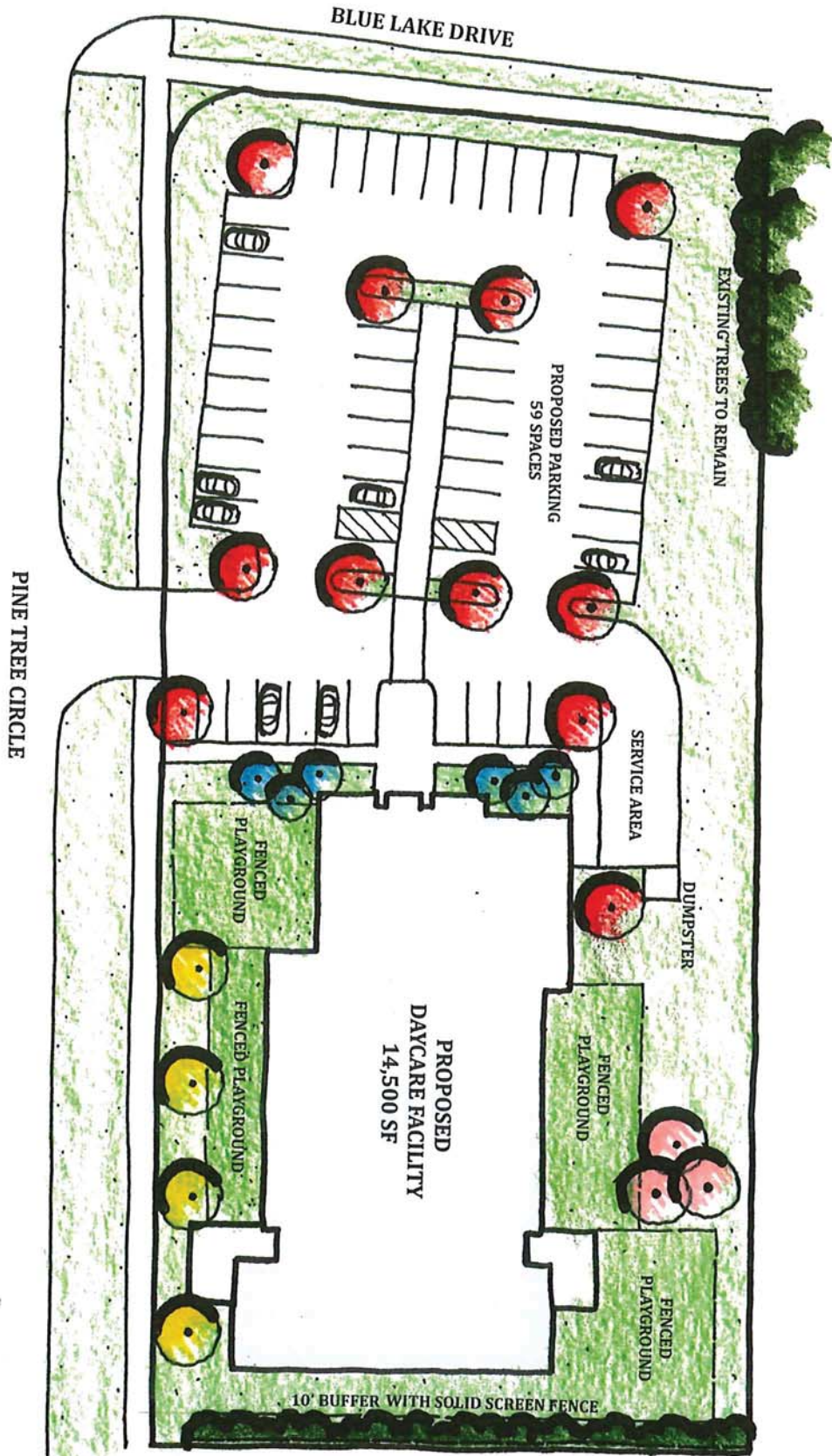
CERTIFICATION:

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 # 2605-A 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 11th day of June, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk





PRELIMINARY PLANS
NOT FOR
CONSTRUCTION

GONZALEZ - STRENGTH & ASSOCIATES, INC.
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION
 3175 PARKWAY LAKE DRIVE
 HOOVER, ALABAMA 35224
 PHONE: (205) 843-2499
 FAX: (205) 843-2025
 www.Gonzalez-Strength.com

TITLE SOUTHERN COMPANY DAYCARE			
DRW. BY	CHK. BY	SCALE 1"=30'	DATE 1/31/18

NO.	REVISIONS DESCRIPTION	DATE

This drawing is the property of Gonzales-Strength & Associates, Inc. and it will be reproduced for others in whole or in part without the written consent of Gonzales-Strength & Associates, Inc. If you have any questions, please contact the office at (205) 843-2499.



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

Date: **MARCH 8, 2018**

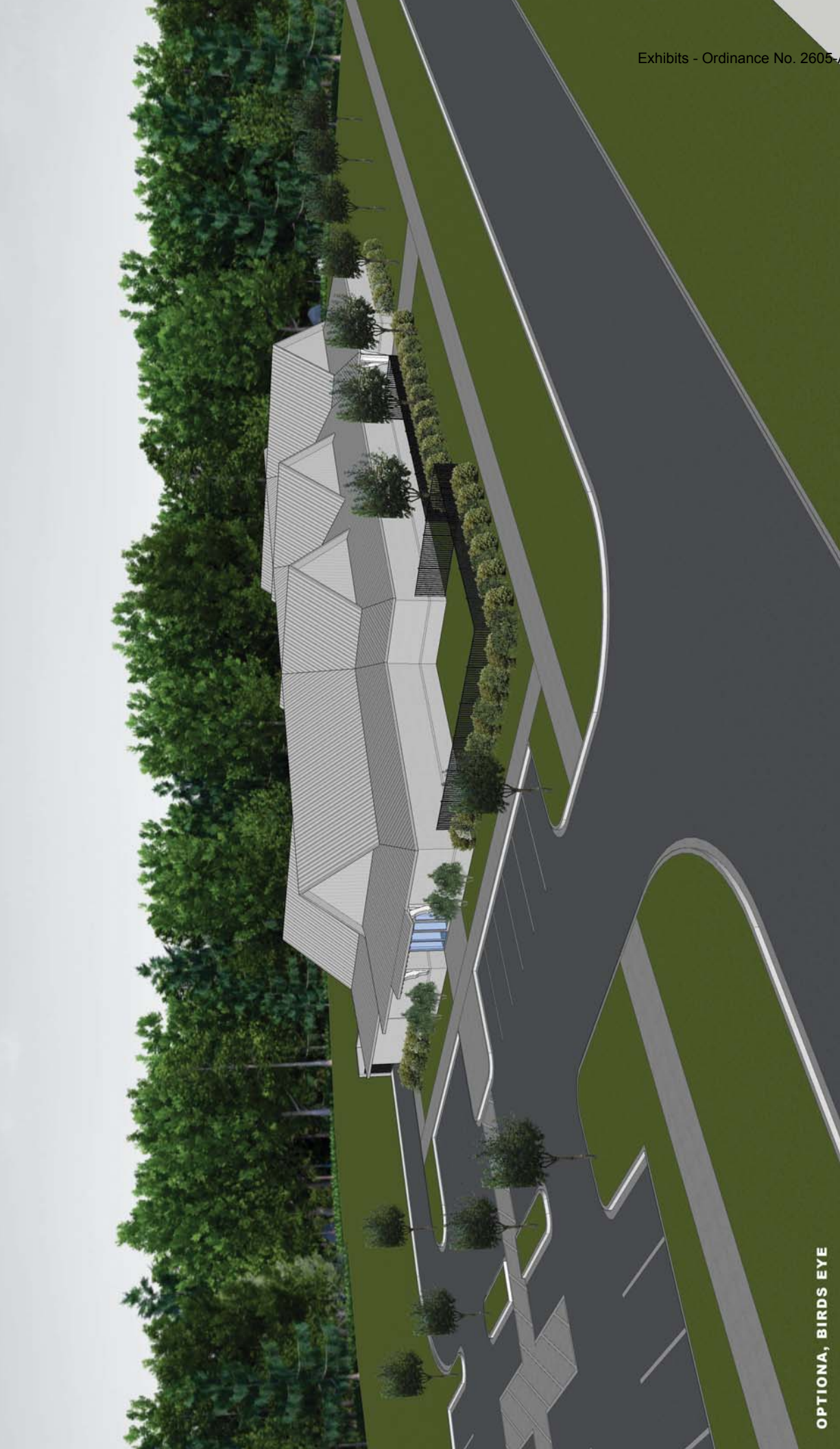
- **CASE: P-0318-10**
- **REQUESTED ACTION:** Rezoning Vestavia Hills B-1.2 Vestavia Hills B-1.2
- **ADDRESS/LOCATION:** 3127 Blue Lake Dr., 4565 Pine Tree Cir.
- **APPLICANT/OWNER:** Pine Tree Partners & Seed Corn, LLC
- **REPRESENTING AGENT:** Derek Waltchack
- **GENERAL DISCUSSION:** Property is on Blue Lake Dr. and on the corner of Colonnade Parkway and Pine Tree Cir. Property was rezoned on 10/12/15 by City Council to B-1.2. As required by code, site plans are “locked in” with the approval of the B-1.2 zoning, requiring any major changes to a plan to be re-heard in public hearings and subject to Council approval. This is not a land use change. Applicant proposes flipping the site plan and moving the building to the east side of the property. The proposed changes appear to meet all zoning requirements.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for retail/mixed use. Additionally, the property directly to the south at 3125 Blue Lake Dr. is already zoned O-1
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mrs. Burrell made a motion to recommend approving the amended site plan for 3127 Blue Lake Dr., 4565 Pine Tree Cir., consistent with the materials presented. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – abstained
Mr. Gilchrist – yes
Motion carried.



OPTIONA, BIRDS EYE

OPTION A, EYE LEVEL



Previously Approved



BLUE LAKE DRIVE

Exhibits Ordinance No. 2605 A

SITE PLAN

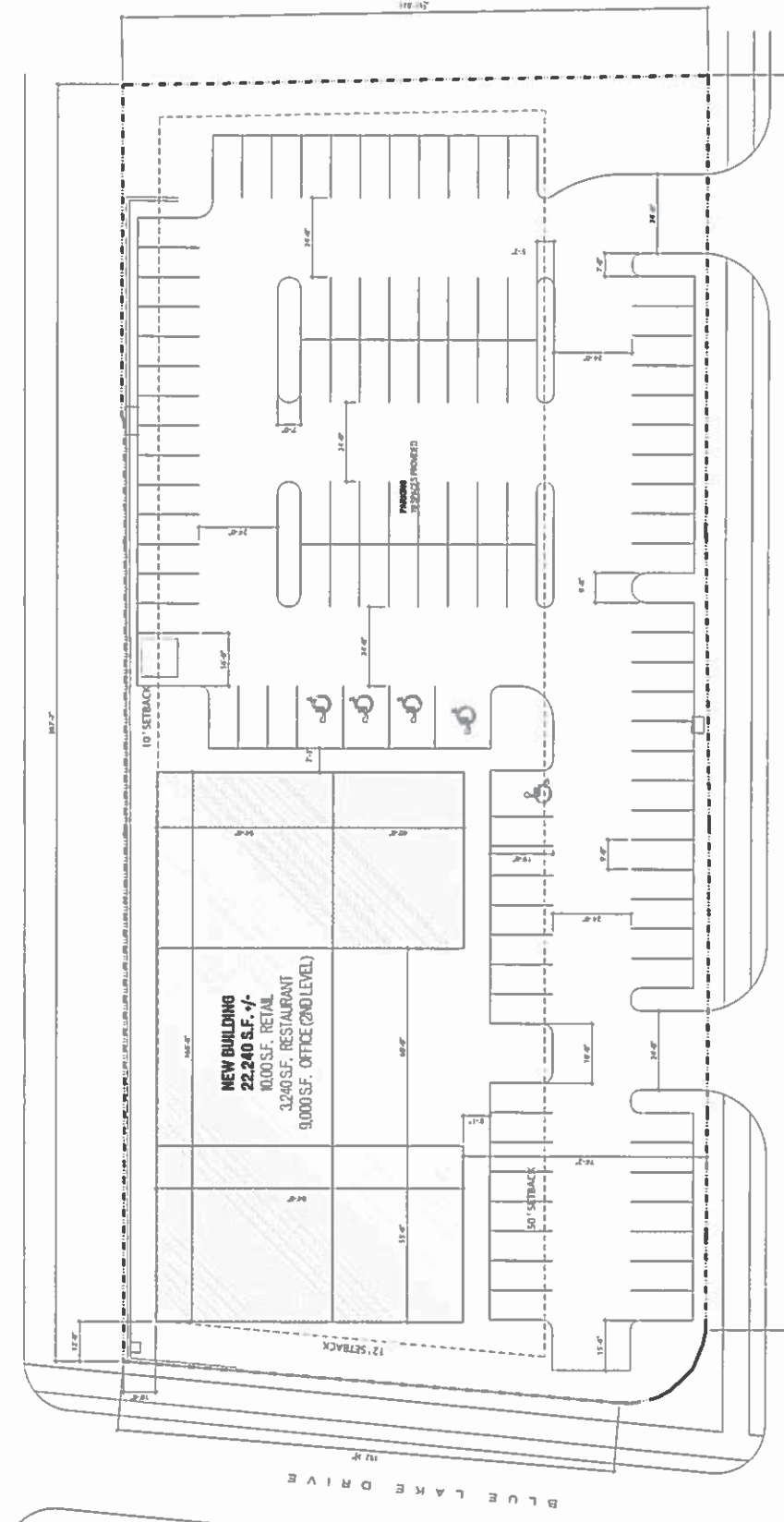
06/20/2018

TSC

TSC

A1.0

CONCEPTUAL



1 | SITE PLAN

PINE TREE CIRCLE

RESOLUTION NUMBER 5061

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH SOUTHERN SOFTWARE, INC., FOR A RECORDS MANAGEMENT SYSTEM FOR THE CITY OF VESTAVIA HILLS POLICE DEPARTMENT

WHEREAS, the Vestavia Hills Police Department currently utilizes software produced by New World, a product of Tyler Technologies, for Records Management System (RMS) which began as a joint operation between the cities of Vestavia Hills, Mountain Brook and Homewood Police Departments and was funded primarily through grant funding; and

WHEREAS, contractual obligations with New World will end in fiscal year 2019; and

WHEREAS, the Police Chief has analyzed costs and the efficiency of the current system and has recommended a change to a newer system through Southern Software, Inc., pursuant to a contract dated March 29, 2018, a copy of which is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5061 as though written fully therein; and

WHEREAS, the City Manager has concurred with the Police Chief's recommendation and has also recommended that the software be funded evenly between the City's FY2018 and FY2019 General Fund Budgets; and

WHEREAS, the City Attorney, in an opinion letter dated April 3, 2018, has reviewed the attached contract and indicated that the software offered by Southern Software, Inc., is not subject to the Alabama Competitive Bid Law pursuant to §41-16-51(a)(11) of the *Code of Alabama, 1975*, a copy of said opinion is marked as Exhibit B, attached to and incorporated into this Resolution Number 5061; and

WHEREAS, Mayor and City Council feel it is in the best public interest to accept the Police Chief and City Manager's recommendation and accept the contract from Southern Software to be funded evenly by the FY2018 and FY2019 General Fund Budgets.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver a contract with Southern Software, Inc. as detailed in the attached Exhibit A; and
2. Funding totaling \$114,225 shall be evenly split between the City of Vestavia Hills General Fund Budgets of FY2018 and FY2019; and

3. This Resolution Number 5061 shall become effectively immediately upon adoption and approval.

APPROVED and ADOPTED this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

New World Summary

May 17, 2018

New World, a product of Tyler Technologies, has served as the Records Management System (RMS) for the Vestavia Hills Police Department since approximately 2008. The New World project began as a joint operation between Vestavia Hills, Mountain Brook and Homewood PD's as was funded in large part with grant money.

One of the original selling points of NW was the ability to share and exchange law enforcement information with the other neighboring agencies.

The City of Vestavia Hills will no longer be under contract with NW in FY 2019. Based on historical data, NW costs approximately \$90,000 per year to maintain and operate. Historically, there has been an average of 3% rate increases per year over the duration of the contract with NW.

Operational problems with the NW product include:

- Not user friendly – common names, locations etc. have to be completely entered and re-entered each time a report is made and across the spectrum of reports such as IO and arrest reports.
- Repetitive and redundant entry of information – names, addresses and biographical data must be entered repeatedly in IO and arrest reports.
- Lack of support from customer service – In 2018, the ability to search recent reports was activated for the first time for end users.
- Non-responsive customer support – problems with operation are not addressed in a timely fashion. End users do not have access to customer support.
- Inability to share/access information from other surrounding agencies – VHPD has never had access to reports from Homewood and other NW users like we were promised many years ago.
- High cost to operate and maintain – The annual maintenance cost of NW is very high compared to other vendors such as Southern Software.
- Lack of training related materials for new employees
- Overall difficulty to operate

CONTRACT

This contract (the "Contract") made and entered into this ____ day of _____, 2018 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 (the "Seller"), and **City of Vestavia Hills**, 1032 Montgomery Highway, Vestavia Hills, AL 35316 (the "Buyer").

WITNESSETH

WHEREAS, the Seller is in the business of producing computer software and providing the hardware and installation incident to the use of such software;

AND WHEREAS, the Buyer has contracted to buy and the Seller has agreed to sell software licenses together with the hardware and installation hereinafter described.

NOW THEREFORE, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound, agree as follows:

- 1. DESCRIPTION OF GOODS AND SERVICES.** The Buyer has contracted to purchase from the Seller and the Seller has agreed to sell, and does hereby sell to the Buyer a non-exclusive, perpetual license, with installation, for the computer software more particularly described in Schedule 1 attached hereto and herein incorporated by reference
- 2. PURCHASE PRICE.** The purchase price of the computer software licenses, hardware (if any) and related installation being acquired as described in Section 1 above is attached hereto on Schedule 2. Terms of payment are set forth on Schedule 6 also attached hereto. Schedule 2 and Schedule 6 are herein incorporated by reference.
- 3. INSTALLATION.** The commencement and completion date for the installation of the software licenses, hardware and related installation described in Section 1 above is more particularly described on Schedule 3 attached hereto and herein incorporated by reference.
- 4. WARRANTIES.** The warranties being provided to Buyer by Seller or by third parties through the Seller regarding the software licenses, hardware and related installation are more particularly described on Schedule 4 attached hereto and herein incorporated by reference. Buyer acknowledges that except for the warranties set forth on Schedule 4, the Seller makes no warranties expressed or implied regarding the computer hardware or software licenses described herein as same relates to its fitness for the intended uses or for the intended service. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT (INCLUDING, BUT NOT LIMITED TO THE INDEMNITIES SET FORTH IN THIS CONTRACT), Seller's liability to Buyer or any party claiming damages or losses through Buyer, to the extent that Seller shall be liable to Buyer for damages or losses pursuant to this Contract, such damages or losses shall be the aggregate amount of fees and charges actually collected and received by Southern Software for services provided in the twelve-(12)-month period immediately preceding the date on which Southern Software is notified of any claim of liability. Seller, however, agrees to maintain general liability insurance with limits of not less than \$1,000,000.00 and to take action to notify buyer of change in said coverage and to provide proof of said coverage upon renewal of each policy term.

5. **TRAINING SESSIONS.** The Seller's obligation, if any, to provide training to the Buyer's designated personnel and the times for such training sessions, if any, are set forth on Schedule 5 attached hereto and herein incorporated by reference.
6. **SUPPORT.** Attached hereto and made a part hereof is Schedule 7, Commencement of Support (please review support agreements for information regarding support coverage)
7. **FORCE MAJEURE.** The Seller shall not be required to perform any term, condition or covenant of this Contract so long as such performance is delayed or prevented by force majeure, which shall mean act of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot or floods.
8. **CAPTIONS.** The underscored captions to the sections contained in this Contract are in no way to be used in construing, interpreting, expanding or limiting any provisions contained herein.
9. **NOTICES AND ADDRESSES.** Any notice, approval or other communication required or permitted hereunder shall be in writing and (1) delivered personally with receipt acknowledged, or (2) sent by certified mail or overnight delivery, return receipt requested, postage prepaid and addressed as shown below.

All notices personally delivered shall be deemed delivered on the date of delivery. All notices forwarded by mail or overnight delivery shall be deemed received on a date seven (7) days (excluding Sundays and holidays) immediately following the date of deposit in the U.S. Mail or delivery to the overnight courier with receipt acknowledged provided, however, the return receipt, indicating the date upon which all notices were received, shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Seller: Southern Software, Inc
150 Perry Drive
Southern Pines, NC 28387

If to Buyer: City of Vestavia Hills
Attn: Chief Dan Rary
1032 Montgomery Highway
Vestavia Hills, AL 35316

Phone: (205) 978-0140
Phone: (205) 978-0138
Chief's Office: (205) 978-0109
E-mail: Drary@vhal.org

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and the last addressee given shall be deemed to continue in effect for all purposes.

- 10. MISCELLANEOUS.** Words of gender or singular/plural shall be construed to fit the context. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contract shall be construed under and in accordance with the laws of the State of Alabama. In case any one or more of the provisions contained in this Contract shall be held to be illegal, such illegality shall not effect any other provisions thereof and this Contract shall be construed as if such illegal provision had never been contained herein. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral contracts between the parties regarding the subject matter. This Contract may not be amended except in writing executed by all parties.
- 11. THIRD PARTY ACQUISITION OF SOFTWARE.** The Seller shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Seller further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition.
- 12. LIMITATION OF LIABILITY.** Buyer agrees and acknowledges that, under no circumstances, shall Seller or its subcontractors be liable for (a) third party claims against Buyer for damages, (b) special, punitive, indirect, lost profits or savings, lost or corrupted data or software, incidental or consequential damages of any type including, but not limited to, products or systems being unavailable for use, whether direct, indirect or otherwise, arising out of or in connection with this Agreement, the Licensed Products, the Purchased Hardware or the Technical Supported Service or arising out of the results or operation of any system resulting from implementation of any recommended plan or design, even if Seller or its subcontractors have been advised of the possibility of the damage and even if Buyer asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. Further, under no circumstances, will Seller be liable to Buyer for any amount in excess of the fees and charges actually collected and received by Seller for services provided in the twelve-(12)-month period immediately preceding the date on which Seller is notified of any claim of liability. This limitation of liability applies to all types of legal theories including, but not limited to, contract, tort (including negligence), professional liability, product liability, and warranty.
- 13. INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer harmless from and against all damages and costs finally awarded for any infringement of a valid United States patent, trademark, trade secret, copyright or other intellectual property right of a third party in any suit based upon the proper use by Buyer of the System under the license by Seller granted hereunder. In such event, Buyer shall promptly notify Seller of any alleged infringement of which Buyer becomes aware and shall provide to Seller reasonable assistance in the defense of such any alleged infringement.

In the event of an infringement claim against Buyer with respect to the System or in the event Seller believes such claim is likely, Seller shall have the option at its expense to (i) modify or replace the System so that it is non-infringing or (ii) obtain for Buyer a right to continue accessing the System at no additional cost to Buyer. If neither of the foregoing alternatives is commercially practicable, Seller shall have the right to require the Buyer to

return the System and any portions thereof that are the subject of the alleged infringement and the license granted to Buyer shall terminate with no continuing obligation or liability of Seller except that Buyer shall be entitled to a prompt refund of any fees paid to Seller for any such System or parts thereof including hardware and software licenses.

IN WITNESS WHEREOF, the parties have executed this contract in their appropriate capacities the day and year first above written.

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By: _____
CEO

ATTEST:

President

NORTH CAROLINA
MOORE COUNTY

I, a Notary Public of the County and State aforesaid, certify that John Roscoe, personally came before me this day and acknowledged that he is President of **SOUTHERN SOFTWARE**, a North Carolina, Based Corporation and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and sealed with its company seal by its CEO and attested by John Roscoe as its President.

Witness my hand and official stamp or seal, this ____ day of _____, 2018.

Notary Public

My Commission Expires:

CITY OF VESTAVIA HILLS

By: _____

Title: _____

CITY OF VESTAVIA HILLS

By: _____

Title: _____

ALABAMA

_____ COUNTY

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as _____, on behalf of the _____ and _____

Notary Public

My Commission Expires: _____

SCHEDULE 1 DESCRIPTION OF GOODS AND SERVICES

- Records Management System (RMS) 1
 - Incident/Investigation
 - Arrest
 - Citation
 - Case Management
 - Accident
 - Evidence/Stored Property
 - Ordinance
 - Criminal Papers (Warrants)
 - Civil Papers
 - Officer Activity Log
 - Victim Assistance

- RMS additional Licenses (Concurrent) 25

Additional Deliverable for RMS - Provide email notifications for supervisors when something is added to their inbox.

Note: Delivery of this will take place no sooner than the 4th Quarter of 2018 and no later than the end of the 1st Quarter of 2019

- Interface 1
 - Data Import to RMS of Shelby County Interact CAD Data
- Interface - Municipal Software Group 1
 - One-way Interface
- Bar Coding Equipment 1
- HandHeld for Inventory of Evidence 1
- Signature Pad 1
- Data Sharing Network 1
- Quartermaster with Three Licenses 1
- RMS Data Conversion 1

To convert data from one vendor to another has inherent limitations. Data fields may not always match or be in compatible formats, Data may or may not be readable or in a format that can be read (i.e. compressed or encrypted). It is our standard procedure to deliver a complete conversion when attempting this task. We will explore all ways in attempting this conversion, however we cannot guarantee a 100% conversion.

*****RMS Data to be converted (if available in data provided):**

Master Name	Evidence/Stored Property	Sex Offender
Accident	Incident	Warning Tickets
Civil papers	Ordinance	Warrants
Citation	Pawn	Gun/Property Registration
Criminal Papers	Property	User Information (<i>Permissions cannot be converted</i>)
Employee Information	Arrest (including Mugshots if available)	

IBR/UCR Statutes – Can be manually entered or imported/converted from old data

NOTE: Other modules/additional fields will need to be evaluated by Southern Software for conversion compatibility and may require an updated proposal

- **Project management and Training**
 - Installation of Software (and Listed Hardware)
 - Manage all aspects of project
 - Administrative training sessions for all applications
 - User training
 - Onsite management at go live

- **Support, Maintenance & Subscriptions** 3 Years
 - RMS Support 8:30-5, M- F
 - QuarterMaster Support 8:30-5. M-F

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

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

April 3, 2018

By Electronic Mail

Police Chief Dan R. Rary
Vestavia Hills Police Department
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Southern Software, Inc. Proposal for Records Management System (RMS) for Vestavia Hills Police Department

Dear Chief Rary:

On April 2, 2018, you furnished me with a copy of a Proposal by and between Southern Software, Inc. and the Vestavia Hills Police Department with a request that I review the same and provide you with my written legal opinion. A copy of the Proposal is attached hereto. The purpose of this letter is to comply with your request.

I. FACTS

Southern Software, Inc. has presented a Proposal, dated March 29, 2018, to the Vestavia Hills Police Department wherein it offers to provide certain services for its Records Management System for and in consideration of One Hundred Fourteen Thousand Two Hundred Twenty-five Dollars (\$114,225.00). These services include:

Total Software	\$ 46,065.00
Total Conversion	16,000.00
Total Interface	10,350.00
Total Project Management	22,010.00
Total Support	<u>19,800.00</u>
Total	\$114,225.00.

Based upon my conversation with Chief Rary, these software services provide the Vestavia Hills Police Department with exactly what it needs and wants.

II. LEGAL ISSUE ONE

A. LEGAL ISSUE ONE: Is the Proposal by Southern Software, Inc. subject to the Alabama Competitive Bid Law?

B. LEGAL OPINION: It is my legal opinion that the Proposal is not subject to the Alabama Competitive Bid Law.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon the Alabama Competitive Bid Law, which states in pertinent parts as follows:

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

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

(2) Title 41-16-51(a)(11), *Code of Alabama, 1975*, provides as follows:

“§41-16-51. Exemptions—Void Contracts—Criminal Penalties.

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

(11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids **and custom software.** (*emphasis added*)”

III. LEGAL ISSUE TWO

A. LEGAL ISSUE TWO: Is the City required to pay sales taxes?

B. LEGAL OPINION: It is my legal opinion that the City is not required to pay sales taxes.

April 3, 2018
Page 3

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon Title 40-23-4(a), *Code of Alabama, 1975*.

IV. **LEGAL ISSUE THREE**

A. **LEGAL ISSUE THREE:** Does the Proposal with Southern Software, Inc. meet the requirements of Alabama law?

B. **LEGAL OPINION:** It is my legal opinion that the Proposal meets the requirements of Alabama law; provided the recommendations below are made.

V. **RECOMMENDATIONS**

A. **DELETION OF STATE TAX:** I recommend that the language "state tax" on page 2 of the Proposal be deleted.

B. **CONTRACTING PARTY:** I recommend that the Proposal shall be between Southern Software, Inc. and the City of Vestavia Hills, Alabama, a municipal corporation. If Southern Software, Inc. expects or requires further legal documents to be executed and delivered in order to consummate this transaction, then in such event such documentation must be approved by the City Council after the customary legal review.

C. **EXECUTION AND DELIVERY OF PROPOSAL:**

1. **Approval:** All contracts must be approved by a resolution or ordinance enacted by the City Council (*Van Antwerp, et al v. Board of Commissioners of City of Mobile, et al*, 217 AL 201, 115 So. 239 (1928); *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166 (2011)).

2. **Signature:**

- (a) By the Mayor (Title 11-43-83, *Code of Alabama, 1975*).
- (b) By the City Manager (Title 11-43-21(7), *Code of Alabama, 1975*).

Please call me if you have any questions regarding any matters set forth in this legal opinion. Thank you.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)
City Clerk Rebecca Leavings (by e-mail)



SOUTHERN SOFTWARE, INC.
an employee-owned company

Agency: Vestavia Hills Police Department, AL
Contact: Chief Dan Rary
Date: 3/29/2018

RECORDS MANAGEMENT SYSTEM (RMS) FOR POLICE DEPARTMENTS		Qty
RMS Base - Includes one License	POLICE RECORDS MANAGEMENT SOFTWARE INCLUDES: INCIDENT AND ARREST REPORTING IN ACCORDANCE WITH STATE SPECIFICATIONS.	1
RMS Additional Licenses	ADDITIONAL RMS LICENSE(S) (CONCURRENT LICENSING - FOR WORKSTATIONS OR LAPTOPS ON NETWORK EITHER HARDWIRED OR THROUGH VPN CONNECTION)	25
Additional Deliverable for RMS - Provide email notifications for supervisors when something is added to their inbox. <i>Note: Delivery of this will take place no sooner than the 4th Quarter of 2018 and no later than the end of the 1st Quarter of 2019</i>		
Bar Coding Equipment	BARCODE PRINTER, LASER SCANNER, CASE OF BAR CODE LABELS, CASE OF BARCODE THERMAL TRANSFER RIBBON, PRINTER CABLE.	1
HandHeld Unit for Evidence	DOLPHIN 6110 HANDHELD UNIT FOR INVENTORY/EVIDENCE WITH CONNECTION CABLE	1
Signature Pad	TOPAZ SIGNATURE GEM 1X5	1
* Data Sharing Network	DATA SHARING NETWORK (WEB BASED)	FREE

QUARTERMASTER		Qty	
Quartermaster - Includes three Licenses	STAND ALONE QUARTERMASTER (CONCURRENT LICENSES)	1	
			Total Software: \$46,065.00

RMS DATA CONVERSION		Qty	
RMS Data Conversion	CONVERSION OF RMS DATA. PLEASE SEE NOTES BELOW REGARDING FIELDS TO BE CONVERTED.	1	
			Total Conversion: \$16,000.00

INTERFACES		Qty	
Data Import (to RMS)	IMPORT OF SHELBY COUNTY INTERACT CAD DATA	1	
Interface	ONE-WAY INTERFACE FROM MUNICIPAL SOFTWARE GROUP TO SOUTHERN SOFTWARE RMS CRIMINAL PAPERS.	1	

NOTE: Dataworks Plus Livescan interface is not necessary because Dataworks Plus pulls the data from a SQL login. If an additional interface is needed there may be additional charges.

Total Interface: \$10,350.00

PROJECT MANAGEMENT		
Project Management Fee	INSTALLATION, TRAINING AND A PROJECT MANAGER. TRAINING INCLUDES 2 SESSIONS OF SETUP & MAINTENANCE TRAINING (UP TO 5 PEOPLE) AND 9 SESSIONS OF USER TRAINING (UP TO 10 PEOPLE PER SESSION). IF ADDITIONAL SESSIONS OF TRAINING ARE REQUIRED PLEASE REQUEST AN UPDATED PROPOSAL.	
		Total Project Management: \$22,010.00

YEARLY SUPPORT

RMS Support	8:30-5, M-F RMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES.	3 YEARS
Additional Licenses	SUPPORT FOR ADDITIONAL RMS LICENSE(S)	3 YEARS
Quartermaster	8:30-5, M-F SUPPORT FOR QUARTERMASTER	3 YEARS
Additional Licenses	SUPPORT FOR ADDITIONAL QUARTERMASTER LICENSE(S)	3 YEARS
Total Support:		\$19,800.00

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED) \$114,225.00

PROPOSED PAYMENT TERMS: 50% DUE UPON SIGNING OF CONTRACT; 50% DUE ON OR BEFORE NOV. 30, 2018. TO BE INVOICED OCT. 1ST.

NOTE: MICROSOFT® SQL SERVER 2008™ R2 OR HIGHER IS REQUIRED (2012 OR HIGHER IS PREFERRED).

To convert data from one vendor to another has inherent limitations. Data fields may not always match or be in compatible formats, Data may or may not be readable or in a format that can be read (i.e. compressed or encrypted). It is our standard procedure to deliver a complete conversion when attempting this task. We will explore all ways in attempting this conversion, however we cannot guarantee a 100% conversion.

*****RMS Data to be converted (if available in data provided) :**

Master Name	Evidence/Stored Property	Sex Offender
Accident	Incident	Warning Tickets
Civil papers	Ordinance	Warrants
Citation	Pawn	Gun/Property Registration
Criminal Papers	Property	User Information (<i>Permissions cannot be converted</i>)
Employee Information	Arrest (including Mugshots if available)	

IBR/UCR Statutes – Can be manually entered or imported/converted from old data

NOTE: Other modules/additional fields will need to be evaluated by Southern Software for conversion compatibility and may require an updated proposal

Proposal of software is valid for (60) days from date of proposal.

Proposal of hardware is valid for (30) days from date of proposal.

Southern Software's RMS includes (30) days of free support, including all updates.

Management fees include training, installation, and project management.

Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.

Contact information for Public Safety Representative:

**Danny McKinley
Southern Software
150 Perry Drive
Southern Pines, NC 28387**

**Business: 800.842.8190
Mobile: 251.359.3657
Fax: 910.695.0251
E-Mail: dmckinley@southernsoftware.com**

RESOLUTION NUMBER 5062

A RESOLUTION APPROVING ADDITIONAL FUNDING FOR A FILTERING SYSTEM FOR THE SWIMMING POOL AT WALD PARK

WHEREAS, the swimming pool filter failed within the last two weeks in the public swimming pool located at Wald Park; and

WHEREAS, the swimming facilities are soon to be in season and in great demand in the City of Vestavia Hills; and

WHEREAS, the Public Services Director, in a memorandum to the City Manager dated May 22, 2018, indicated that repair and/or replacement of the filtering system would be expensive and would cause a closing of the pool for most of the season. In the memorandum, the Director recommended the use of a portable rental filtering system at a cost of \$21,000 which could be utilized for the season until the decision of repair and/or replace of the filtering system can be analyzed; and

WHEREAS, a copy of said memorandum is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5062 as though written fully therein; and

WHEREAS, the cost of the rental filtration system is an unbudgeted item in the FY2018 City of Vestavia Hills General Funds budget; and

WHEREAS, the Mayor and City Council feel it is in best public interest to accept the recommendation of the Public Services Director in the rental of filtration equipment as described in the attached Exhibit A.

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

1. The City Manager is hereby authorized to expend an amount not to exceed \$21,000 for rental of a pool filtration system for the swimming pool at Wald Park; and
2. This Resolution Number 5062 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

City of Vestavia Hills

Public Services Department
1032 Montgomery Highway
Vestavia Hills, AL 35216
205-978-0166

INTEROFFICE MEMO

Date: May 22, 2018

TO: Jeff Downes
City Manager

From: Brian C. Davis
Public Services Director

RE: Pool Filter appropriation

As you are aware the swimming pool filter failed within the last 2 weeks. This failure caused the temporary shutdown of the pool. In order to open as scheduled on Memorial Day Weekend, we were able to rent a temporary filter for the summer.

The estimated cost to replace the failed filter was at least \$40,000, and would not have been ready until mid-July. The estimated cost to repair the failed filter was between \$15,000 and \$20,000, and would not have been ready until mid-July. The Park Board found the rental unit that could be installed and ready prior to opening day. The total estimated cost for the rental unit is \$21,000 for the installation, removal and rental.

The Finance Department let me know that due to the cost falling outside of the budgeted funds for the current budget, council approval is necessary. I am requesting a budget adjustment to cover these costs at the next council meeting. Please let me know if you have any questions.

CC: Earl Lawson, President of the Parks and Recreation Board
Jason Burnett, Parks and Recreation Superintendent

ORDINANCE NUMBER 2762

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 VESTAVIA HILLS R-5 TO VESTAVIA HILLS R-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-5 (multi-family residential district) to Vestavia Hills R-2 (medium density single-family district):

3293 Overton Trail
Ben and Susanne Webb, Owner(s)

More particularly described as follows:

Commence at the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 18 South, Range 2 West; thence in the Southerly direction along the East boundary of said 1/4-1/4 Section, 337.7 feet to point of beginning; thence in a Southerly direction along the East boundary of said 1/4-1/4 section, 105.8 feet; thence an angle to the right of 98 degrees 21' in a northwesterly direction, 348.3 feet to the intersection of the East boundary of Old Overton Road, a distance of 144.5 feet to the intersection of a straight line through the point of beginning and making an acute angle of intersection with the Eastern boundary of said 1/4-1/4 section of 77 degrees 49'; thence in a Southeasterly direction of 348.1 feet to the point of beginning. Situated in Jefferson County, Alabama, Birmingham District.

APPROVED and ADOPTED this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

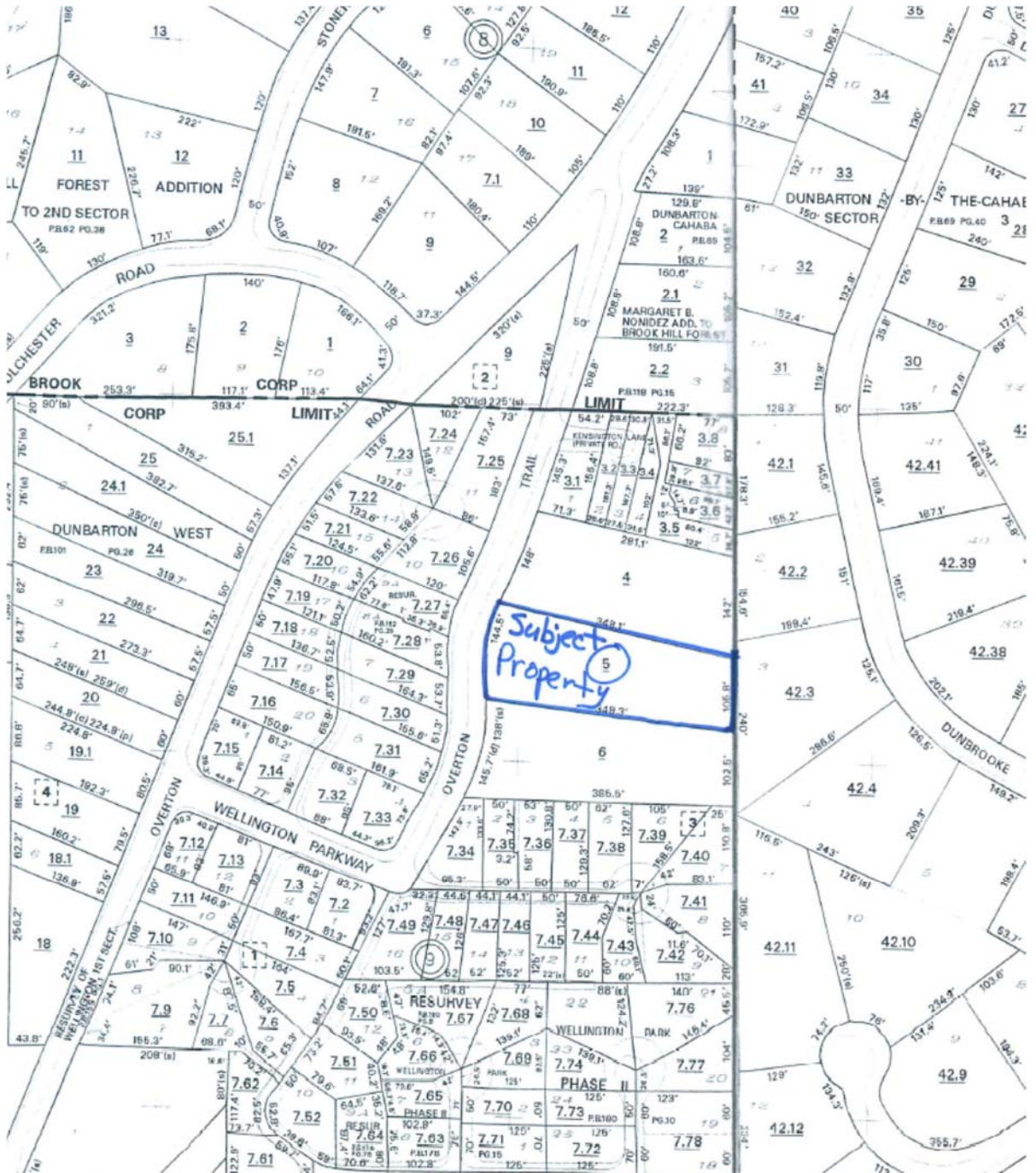
Rebecca Leavings
City Clerk

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 # 2762 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 11th day of June, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



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

Date: APRIL 12, 2018

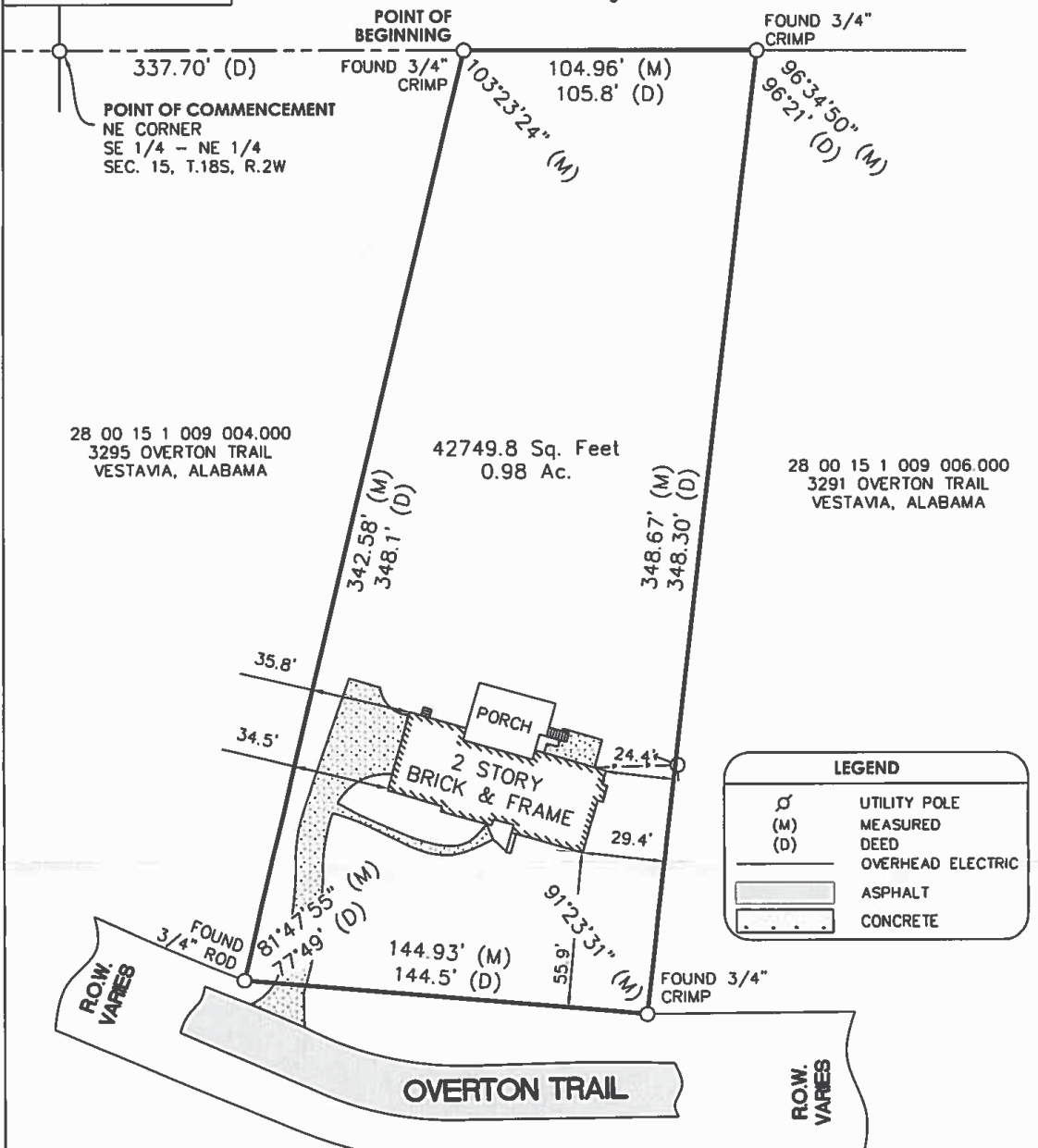
- **CASE: P-0418-14**
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-5 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 3293 Overton Trail
- **APPLICANT/OWNER:** Benjamin L. & Susanne G. Webb
- **GENERAL DISCUSSION:** Property was zoned multi-family pre-annexation and maintained that compatible zoning (R-5) after the Cahaba Heights annexation. It's our understanding that a single family home has always been on this lot, regardless of zoning. Applicant is requesting the single family rezoning to tear down the current structure and rebuild a single family home.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is not necessarily consistent with the Cahaba Heights Community Plan for high density residential. However, the surrounding properties are medium density single family.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Gilchrist made a motion to recommend rezoning approval for 3293 Overton Trail from Vestavia Hills R-5 to Vestavia Hills R-2. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

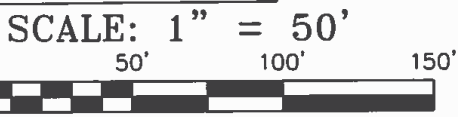
Mr. Goodwin – yes
Mr. Weaver – yes
Mr. Gilchrist – yes
Motion carried.

Mr. Brooks – yes
Mrs. Cobb – yes
Mr. Larson – yes



LEGEND	
⊙	UTILITY POLE
(M)	MEASURED
(D)	DEED
—	OVERHEAD ELECTRIC
▨	ASPHALT
▤	CONCRETE

RESURVEY OF LOTS 8 AND 9 BLOCK 2 OF
A RESURVEY OF WELLINGTON
FIRST SECTOR
MB. 162, PG. 39



DESCRIPTION: DB. 200602, PG. 3640

A parcel of land located in the SE 1/4 of the NE 1/4 of Section 15, Township 18 South, Range 2 West, more particularly described as follows: Commence at the NE corner of the SE 1/4 of the NE 1/4 of Section 15, Township 18 South, Range 2 West; thence in a southerly direction along the east boundary of said 1/4 - 1/4 section, 337.7 feet to the POINT OF BEGINNING; thence in a southerly direction along the east boundary of said 1/4 - 1/4 section, 105.8 feet; thence an angle to the right of 96 degrees 21 minutes, in a northwesterly direction, 348.3 feet to the intersection of the east boundary of Old Overton Road; thence in a northeasterly direction along the east boundary of Old Overton Road, a distance of 144.5 feet to the intersection of a straight line through the Point of Beginning and making an acute angle of intersection with the eastern boundary of said 1/4 - 1/4 section of 77 degrees 49 minutes; thence in a southeasterly direction, 348.1 feet to the POINT OF BEGINNING.

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

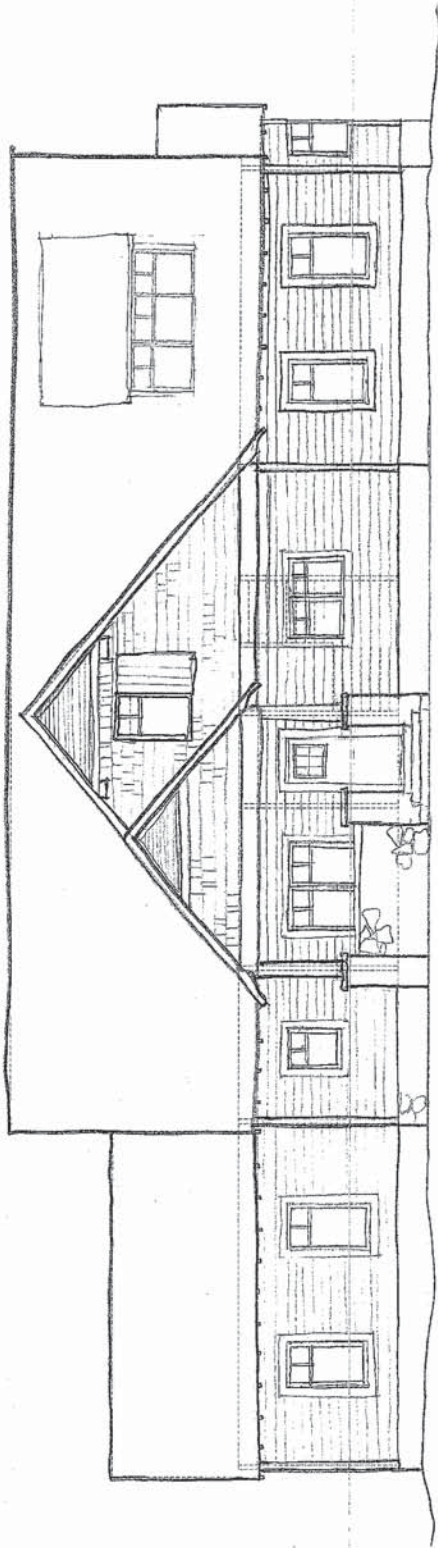
Surveyor's Signature:
Alabama License Number 26013 Date: February 5, 2018



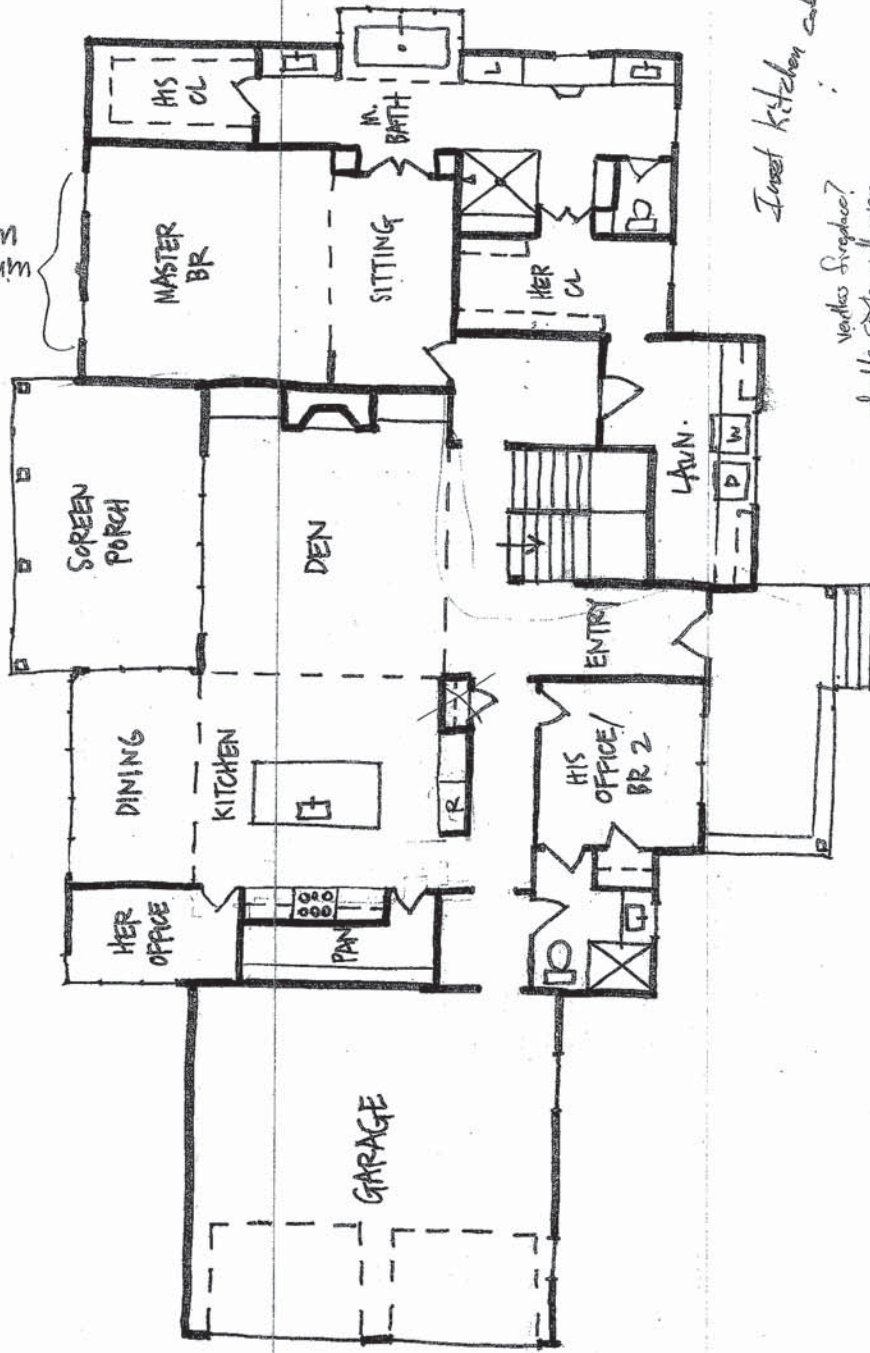
120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35124
TEL - (205) 403-9158
FAX - (205) 403-9175



- NOTE:
1. North arrow based on Deed.
 2. Date of field work: January 11, 2018.
 3. Type of survey Mortgage Survey.
 4. Survey for: Ben Webb
 5. Address: 3293 Overton Trail, Vestavia, Alabama.
 6. Survey not valid without original signature.



Window



Insert kitchen cabinets

Vertical fireplace?
double side wall oven
wall microwave
Range top

White plank floors

Can demo coat closed

Add 2' to Den + kitchen

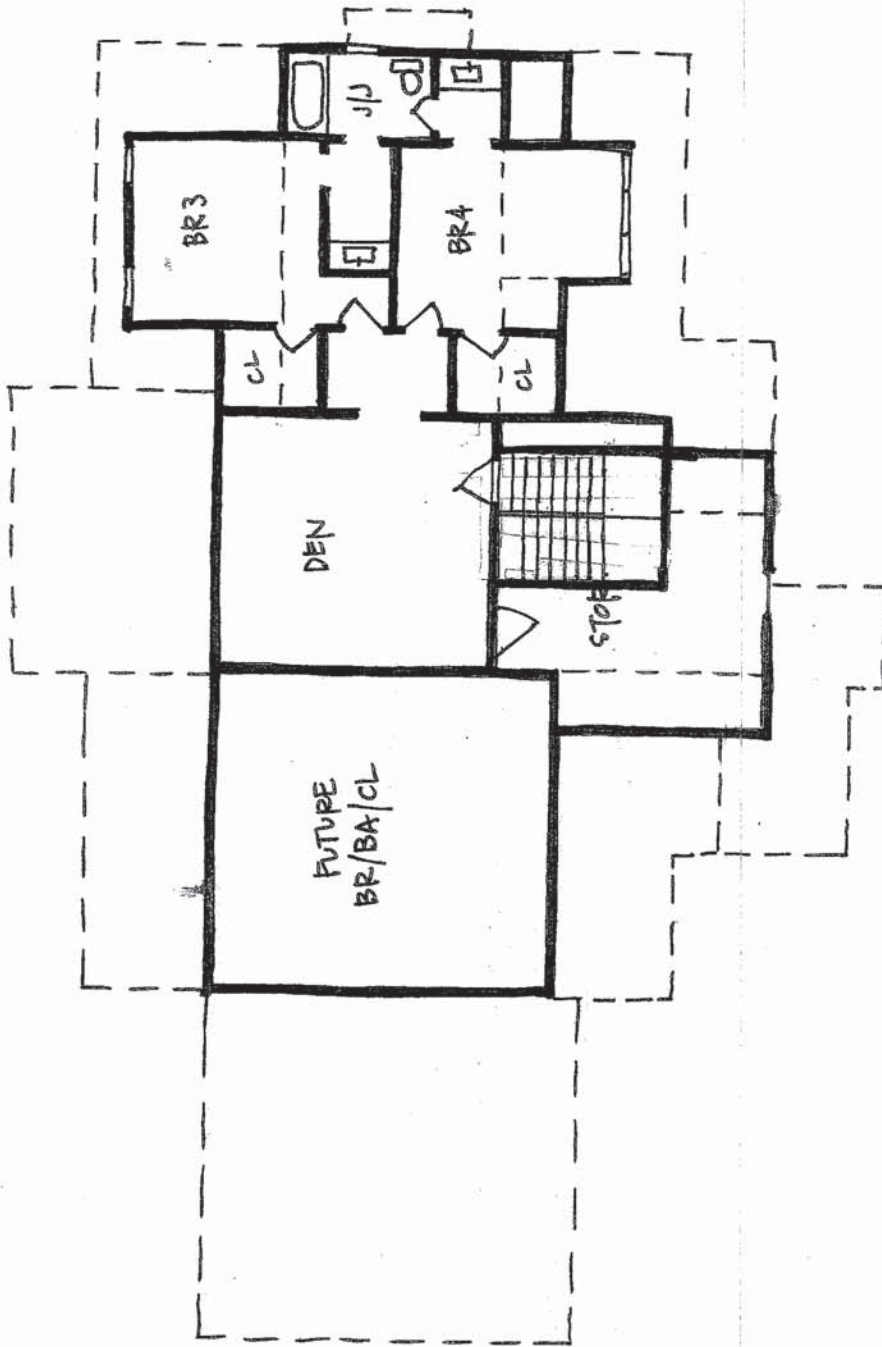
Pantry can be smaller

3 car garage

Revised Kitchen, Den, DR

taller Den Ceilings

Master floor, 1, 2



Legend

Address_Points

Zoning

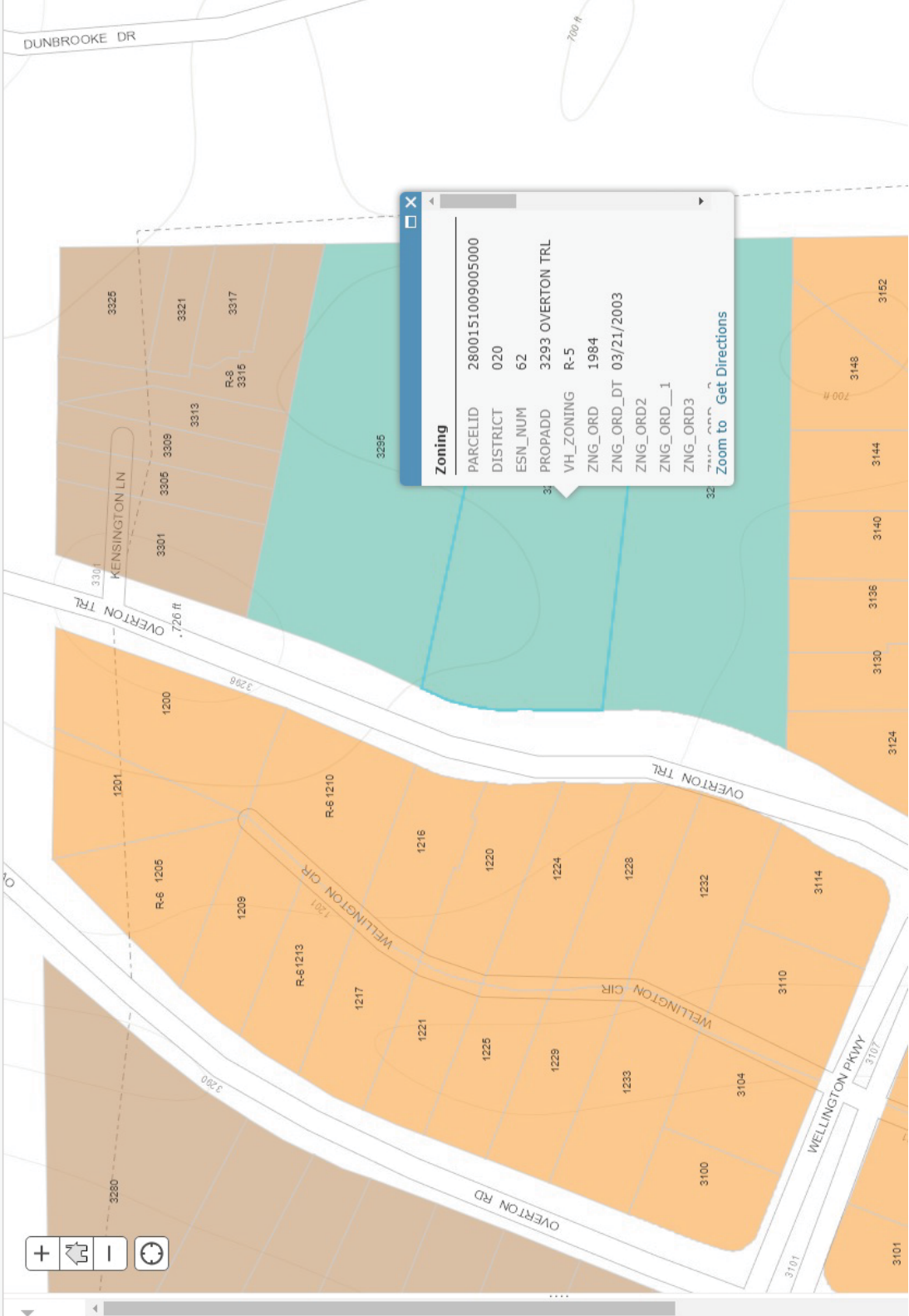
- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1*
- O-1
- PUD-PB
- R-8*
- R-6*
- B-1



Zoning

PARCELID	2800151009005000
DISTRICT	020
ESIN_NUM	62
PROPADD	3293 OVERTON TRL
VH_ZONING	R-5
ZNG_ORD	1984
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	
ZNG_ORD__1	
ZNG_ORD3	

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Subject Parcel

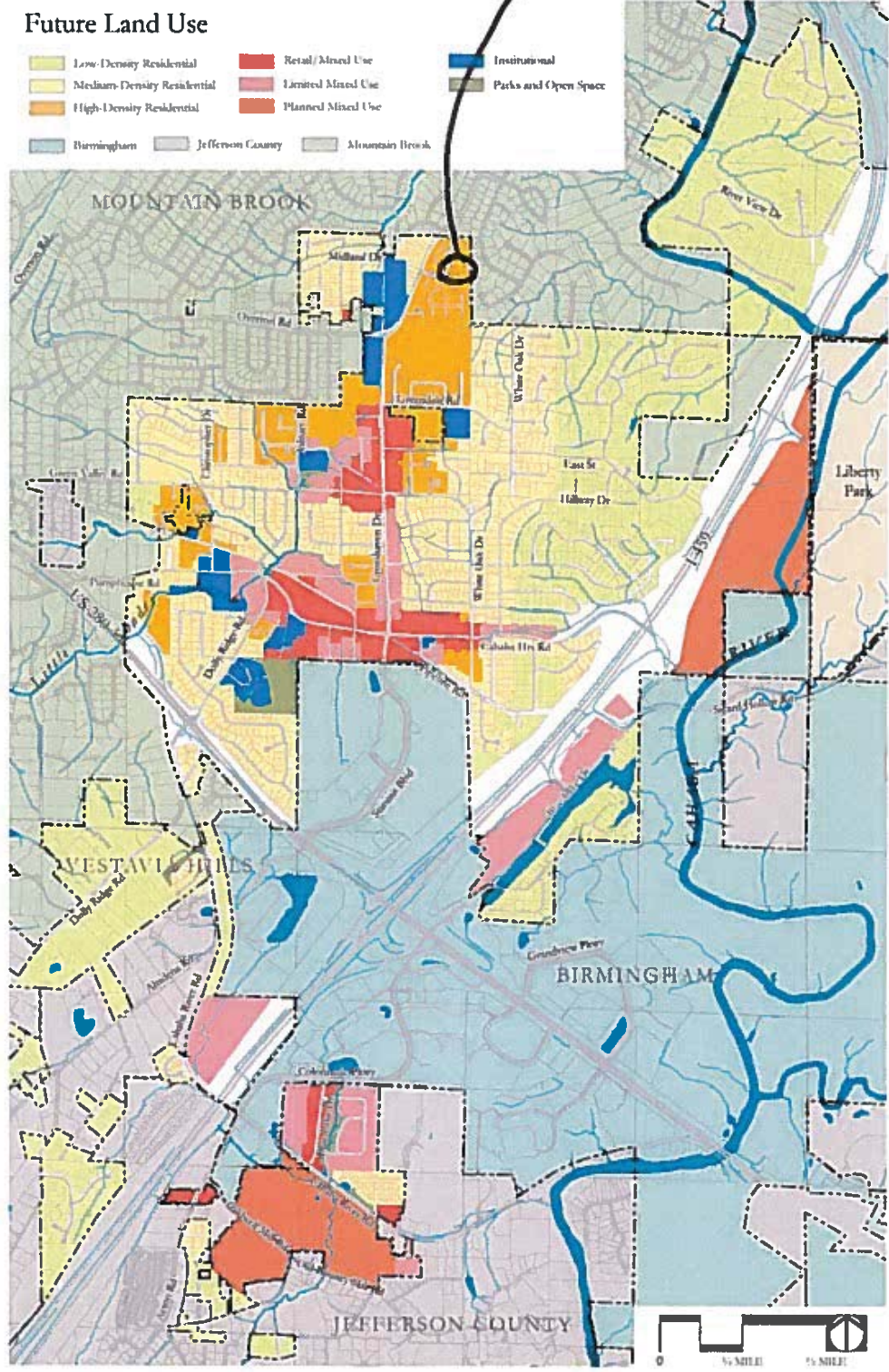


Figure 4: Future Land Use Map

ORDINANCE NUMBER 2763

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 VESTAVIA HILLS R-1 TO VESTAVIA HILLS O-1

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 (low density single-family residential district) to Vestavia Hills O-1 (office park district):

3107 Timberlake Road
Estate of Ivorene Norris, Owner(s)

Legal Description of Property:

That part of the SW ¼ of the SE ¼ of Section 27, Township 18 South, Range 2 West, more particularly described as follows:
Begin at the Southwest corner of said ¼ - ¼ section and run thence Northerly along the West line for a distance of 594.5 feet; thence turn an angle of 90° to the right for a distance of 15.0 feet to the Point of Beginning of the tract herein described; thence Eastwardly along the same course last named for a distance of 200.00 feet; thence turn an angle of 90° to the right and run Southwardly a distance of 112.20 feet; thence turn an angle of 92°03' to the right and run Westwardly a distance of 200.13 feet; thence turn an angle of 87°57' to the right and run Northwardly a distance of 105.0 feet to the Point of Beginning.

BE IT FURTHER ORDAINED that said zoning shall be conditioned upon the following:

1. The proposed building shall be constructed substantially as presented (see attached drawings); and
2. The property shall be platted, approved and recorded in the Office of the Judge of Probate, Jefferson County.

APPROVED and ADOPTED this the 11th day of June, 2018.

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 # 2763 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 11th day of June, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk

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

Date: APRIL 12, 2018

- **CASE: P-0418-15**
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-1 Vestavia Hills O-1
- **ADDRESS/LOCATION:** 3107 Timberlake Rd.
- **APPLICANT/OWNER:** Estate of Ivorene Norris
- **REPRESENTING AGENT:** Chad Bryant, Russ Doyle
- **GENERAL DISCUSSION:** Property is on Timberlake Dr., and immediately adjacent to the rear of the Harris Doyle office building. Applicant is seeking rezoning to build an additional office building. The building would be two stories and 8,000 square feet. A preliminary site is attached.

The lot and building will be under the same ownership as the Harris Doyle building and will share parking and access from Blue Lake Dr. An additional access to Timberlake Dr. is proposed. All lots will be resurveyed into 1 lot at the completion of zoning.

- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for limited mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Zoning contingent on resurvey being approved and recorded and buildings be residentially styled, consistent with the neighborhood.
 2. **City Engineer Review:** No problems noted.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.

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

MOTION Mr. Gilchrist made a motion to recommend rezoning approval for 3107 Timberlake Rd. from Vestavia Hills R-1 Vestavia Hills O-1 with the following conditions:

1. Building be designed as presented;
2. Rezoning will be contingent on resurvey.

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

Mr. Goodwin – yes

Mr. Weaver – yes

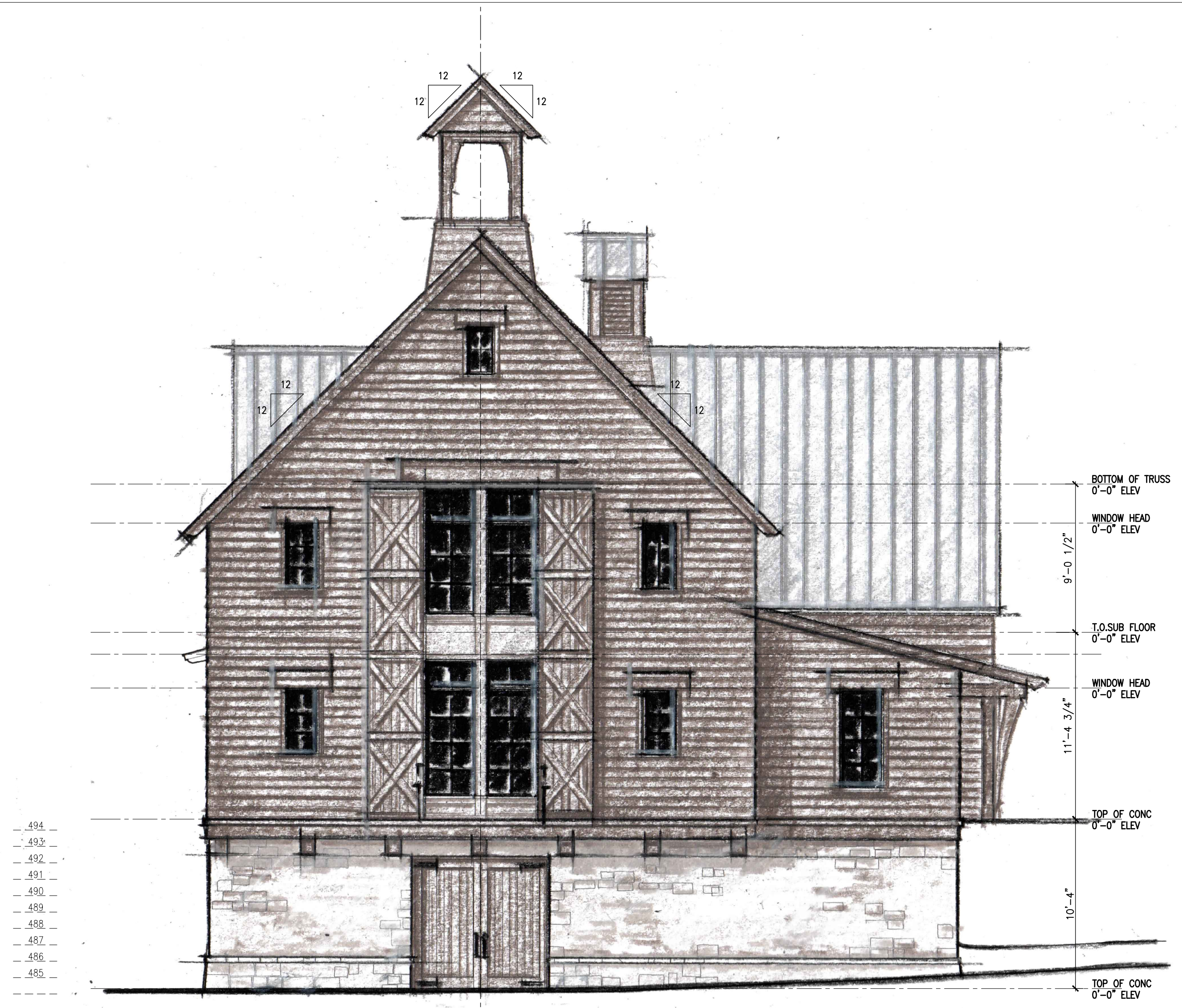
Mr. Gilchrist – yes

Motion carried.

Mr. Brooks – yes

Mrs. Cobb – yes

Mr. Larson – yes



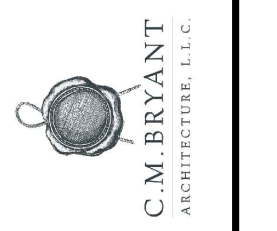
02 REAR ELEVATION
 SCALE: 3/16"=1'-0"



01 LEFT SIDE ELEVATION
 SCALE: 3/16"=1'-0"

DATE: 08/08/18
 CHECKED: C. COVATTA/PAULES STAFF/REVIEW

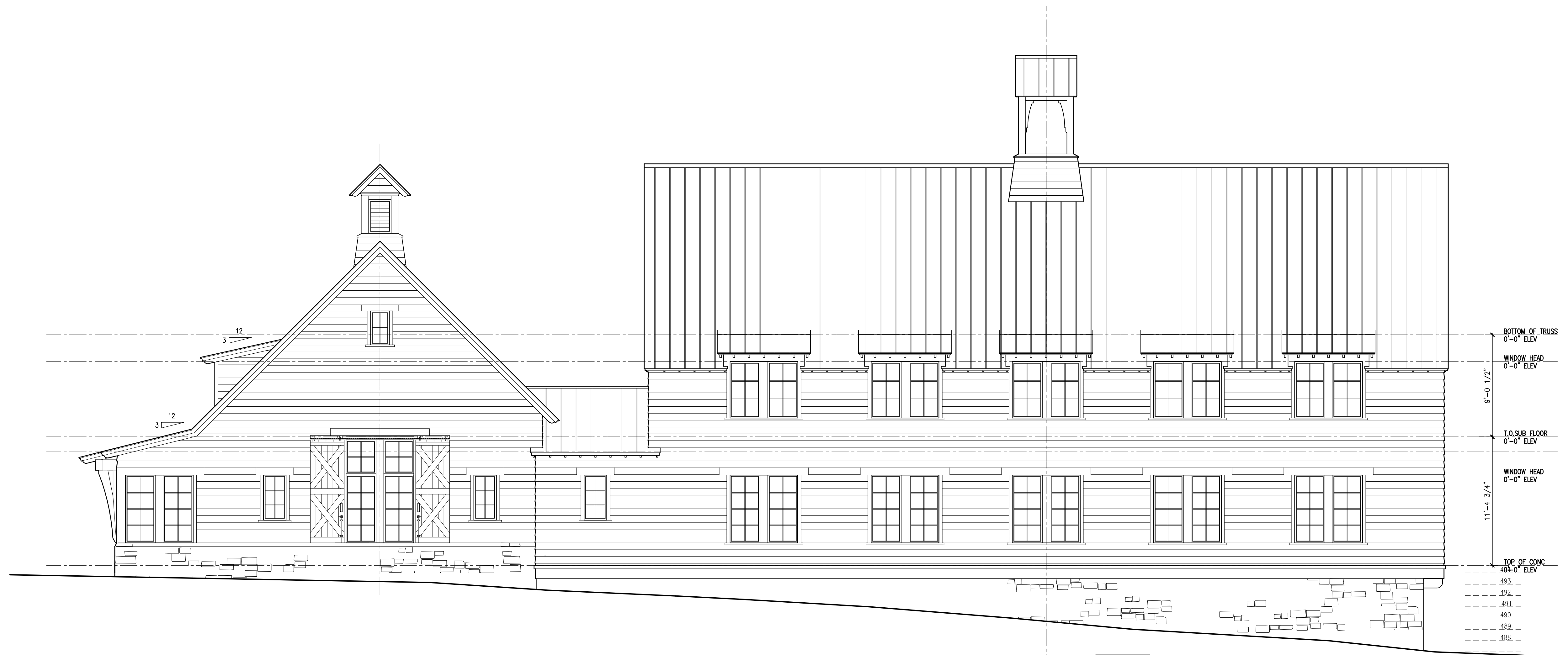
NEW OFFICE BUILDINGS FOR:
HARRIS DOYLE HOMES
 3107 TIMBERLAKE DRIVE, VESTAVIA HILLS, ALABAMA, 35243



SHEET
A301
 DRAWING
 EXTERIOR ELEVATIONS



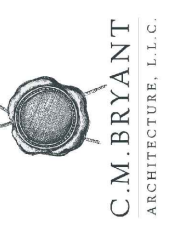
02 FRONT ELEVATION
 SCALE: 3/16"=1'-0"



01 RIGHT SIDE ELEVATION
 SCALE: 3/16"=1'-0"

DATE: 08/08/18
 08/08/18 COVER SHEET STAFF REVIEW

NEW OFFICE BUILDINGS FOR:
HARRIS DOYLE HOMES
 3107 TIMBERLAKE DRIVE, VESTAVIA HILLS, ALABAMA, 35243



C.M. BRYANT
 ARCHITECTURE, L.L.C.

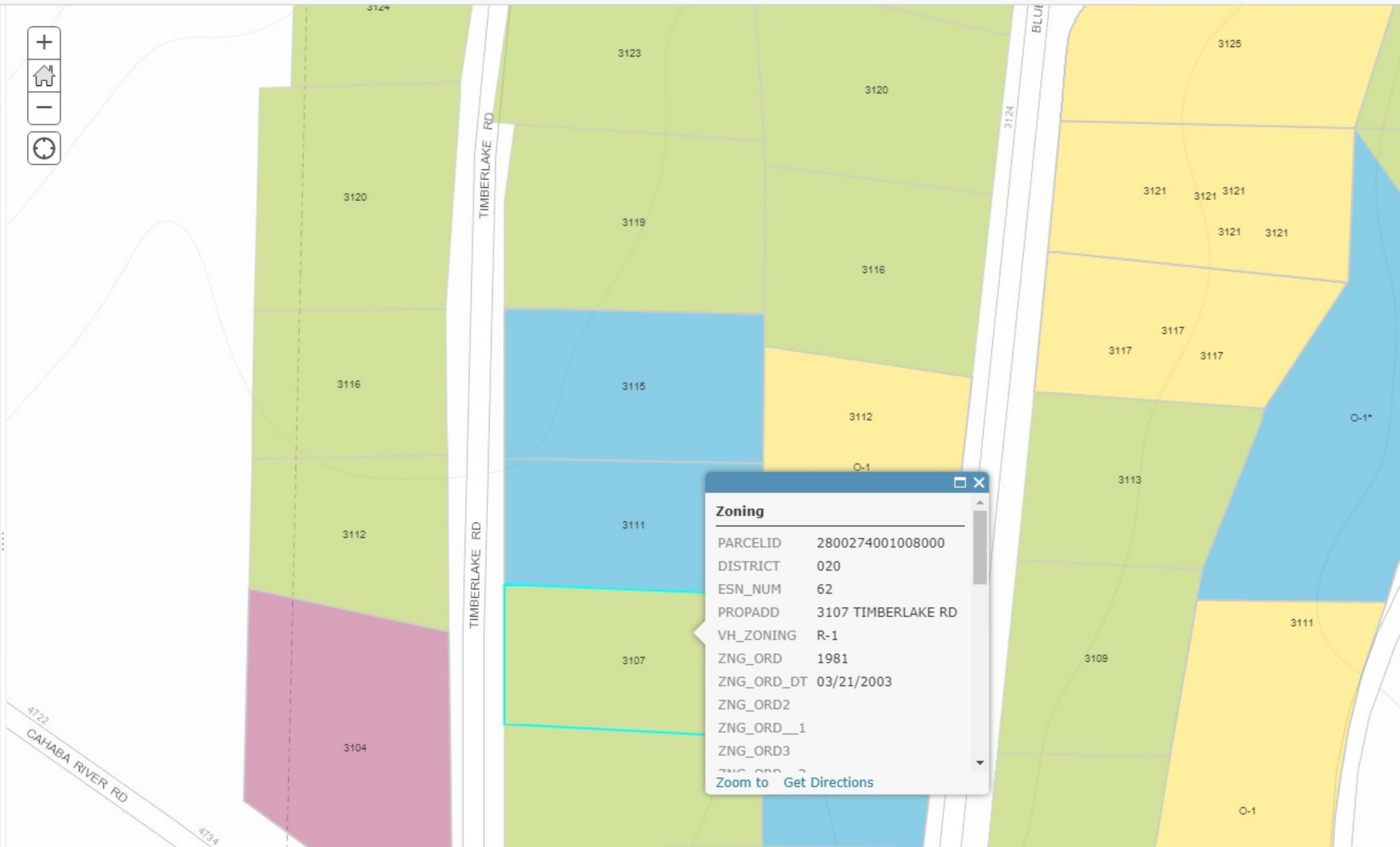
SHEET
A302
 DRAWING
 EXTERIOR ELEVATIONS

Legend

Address_Points

Zoning

- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1*
- O-1
- PUD-PB
- R-8*
- R-6*



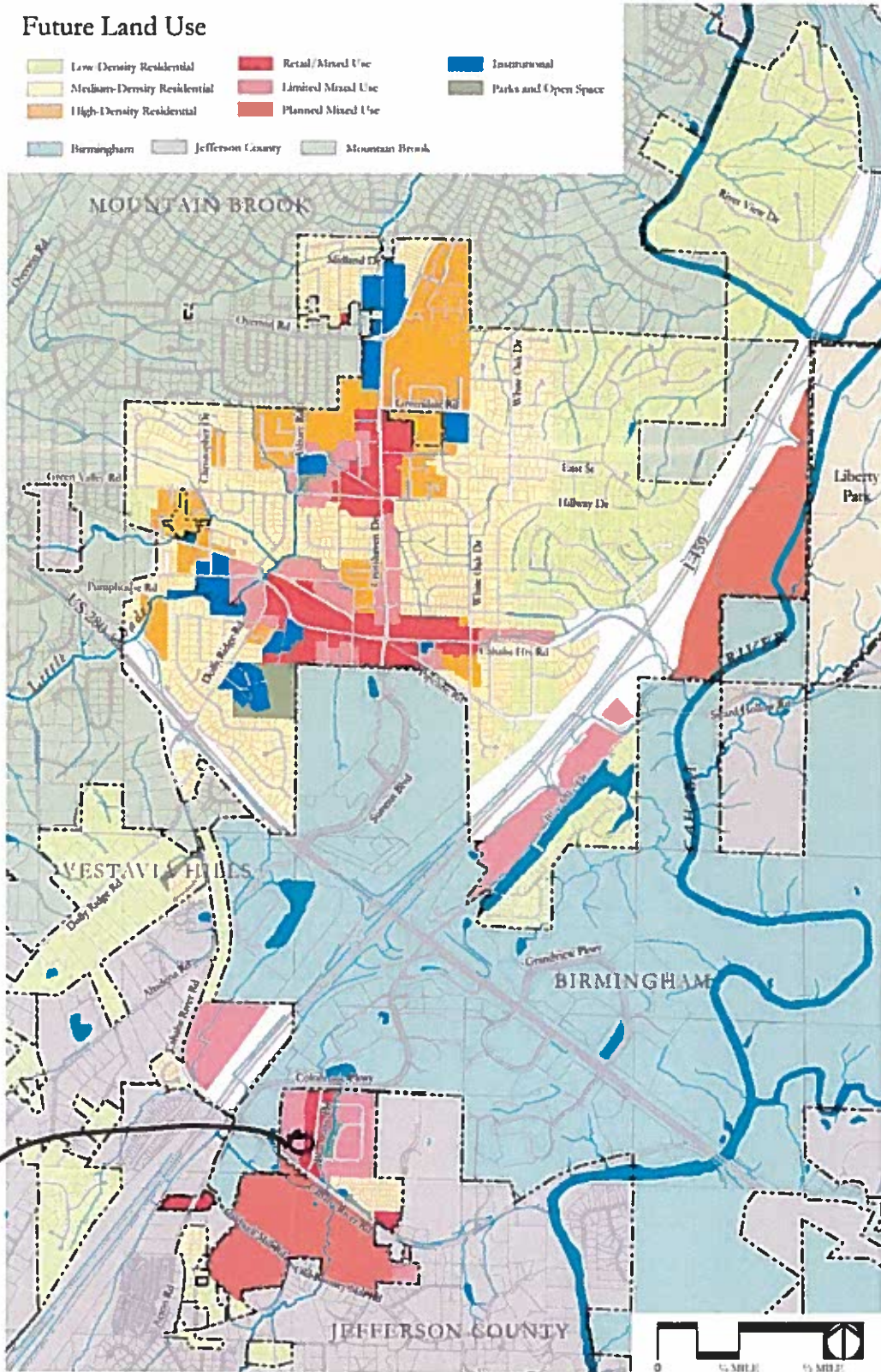
Zoning

PARCELID	2800274001008000
DISTRICT	020
ESN_NUM	62
PROPADD	3107 TIMBERLAKE RD
VH_ZONING	R-1
ZNG_ORD	1981
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	
ZNG_ORD__1	
ZNG_ORD3	
ZNG_ORD_2	

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Future Land Use

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



Subject
Parcels

Figure 4: Future Land Use Map

ORDINANCE NUMBER 2768

AN ORDINANCE PERTAINING TO THE START TIME FOR ON- PREMISES ALCOHOL SALES ON SUNDAYS.

WHEREAS, on May 26, 2017, the Legislature of the State of Alabama enacted Act Number 2017-444 now set forth as Title 28-3-24(a), *Code of Alabama, 1975*, which provides as follows:

“§28-3-24. Sunday sale of alcoholic beverages.

(a) In any county or municipality where the Sunday sale of alcoholic beverages is otherwise authorized by law, including the sale for on-premises consumption at a time after 10:00 a.m., the sale of alcoholic beverages on Sunday may be authorized for on-premises consumption commencing on Sunday at 10:00 a.m., and thereafter, by the county commission outside of the corporate limits of any municipality or the municipal governing body within the corporate limits of a municipality by ordinance or by resolution of the appropriate governing body.”; and

WHEREAS, Vestavia Hills restaurant owners have requested and support the allowance of such sale of alcoholic beverages to encourage economic growth and to encourage “brunch” business.

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

Section 1. ALCOHOLIC BEVERAGE OPERATIONS WITHIN THE CITY

Sales, Etc. After Hours For Persons Licensed For On-Premises Sales.

Any restaurant, including, but not limited to, full service restaurants, limited service restaurants, and restaurants that are accessory to hotels, country clubs, bowling alleys, and similar establishments holding an on-premises license issued by the State Alcoholic Beverage Control Board may begin serving alcohol at 10:00 a.m. on Sundays and

Section 2. SEVERABILITY.

If any part, section, or provision of this Ordinance shall hereafter be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of any other section or provision of this Ordinance, which shall continue in full force and effect notwithstanding such holding; and

Section 3. EFFECTIVE DATE.

This Ordinance Number 2768 shall become effective immediately following publishing and/or posting in accordance with Alabama law.

ADOPTED AND APPROVED by the City Council of the City of Vestavia Hills, Alabama, this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2768 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 _____ day of _____, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2769

AN ORDINANCE RESCINDING ORDINANCE NUMBER 1782 AND AMENDING CHAPTER 5.5; ARTICLE II, ENTITLED “EROSION AND SEDIMENT CONTROL” OF THE VESTAVIA HILLS CODE OF ORDINANCES

RECITALS

WHEREAS, the sedimentation of streams, lakes and other waters of this state constitutes a major pollution problem; and

WHEREAS, sedimentation occurs from the erosion or depositing of soil and other materials into the waters, and control of erosion and sedimentation is deemed vital to the public interest and is necessary to the public health and welfare, and expenditures of funds for an erosion and sedimentation control program shall be deemed to benefit the public health and welfare; and

WHEREAS, the purpose of this ordinance is to provide for the creation, administration, control and enforcement of a program to reduce erosion and sedimentation problems pursuant to the National Pollutant Discharge Elimination System ("NPDES") permit **ALS000017** from Alabama Department of Environmental Management ("ADEM") for storm water discharges from the Municipal Separate Storm Sewer System of the City of Vestavia Hills ("MS4"), which will permit the development in the City of Vestavia Hills, ("City") to continue with the least detrimental effects from pollution by sedimentation: and

WHEREAS, ADEM, pursuant to the authority delegated to it under the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, has required City to obtain a NPDES permit for storm water discharges from the MS4, effective March 1, 1995 and, therefore, City is subject to the federal storm water laws and regulations contained in 33 U.S.C. ¶ 1342 (P) and 40 C.F.R. 122.26, and is required to adopt a local erosion control ordinance. Act No. 95-775 of the Alabama State Legislature (Code of Alabama 1975, § 11-89C 1-14) and other provisions of the Code of Alabama 1975 grant the authority to adopt such ordinances to the governing bodies of all Class 1 municipalities within the State of Alabama, to the governing bodies of counties in which Class 1 municipalities are located and to the governing bodies of all other municipalities located within such counties, and where any such other municipality is also located partially within an adjoining county, then the governing body of such adjoining county and which governing bodies are specifically designated in 40 C.F.R.

part 122, Appendices F, G, H or I or by ADEM pursuant to the authority delegated to it under the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*; and

WHEREAS, it is the purpose of this ordinance to protect and maintain the environment of the City and the short-term and long-term public health, safety and general welfare of the citizens of the City by controlling discharges of pollutants to the City's MS4, thereby, maintaining and improving the quality of the community waters into which the storm water outfalls flow, including, without limitation, the lakes, streams, ponds, wetlands, sinkholes and groundwater of the City; and

WHEREAS, this ordinance controls the discharge of certain non-storm water to the MS4 from land on which land-disturbing activities are conducted, to the maximum extent practicable, and provides enforcement procedures and penalties to ensure compliance with such controls; and

WHEREAS, it is further the purpose of this ordinance to enable the City to comply with the NPDES permit and applicable regulations (40 C.F.R. ¶ 122.26) for storm water discharges; and

WHEREAS, the objectives of this ordinance are to:

- a) Control:
 - i. the contribution of pollutants to the MS4 by storm water discharges associated with land-disturbing activities and
 - ii. the quality of storm water discharged to the MS4 from sites of land-disturbing activity;
- b) Prohibit illicit discharges to the MS4;
- c) Control the discharge to the MS4 of any spills, dumping or disposal of materials other than storm water from sites of land-disturbing activity; and
- d) Carry out all inspections, surveillance and monitoring procedures necessary to determine compliance and noncompliance with land-disturbing activity permits (singular, "Permit" and plural, "Permits").

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA ("CITY COUNCIL") that Ordinance Number 1782 hereby rescinded and that Chapter 5.5, Article II entitled "Erosion and Sediment Control" is amended in its entirety, as follows:

“Article 1 DEFINITIONS

Section 1.01 Definitions.

For the purposes of this ordinance, the following words and terms shall have the meaning assigned to them in this section.

Accidental Discharge - a discharge prohibited by this Article into the MS4 or community water which occurs by chance and without planning or consideration prior to occurrence.

Adverse Impact - any deleterious effect on waters or wetlands, including their quality, quantity, surface area, species composition, aesthetics or usefulness for human or natural uses which are or may potentially be harmful or injurious to human health, welfare, safety or property or to biological productivity, diversity or stability, or which would unreasonably interfere with the enjoyment of life or property.

Agriculture - activities undertaken on land for the production of plants, crops, and animals which are useful to man.

Alabama Department of Environmental Management (herein abbreviated as "ADEM") - the State of Alabama regulatory agency, created under Code of Alabama 1975, §22-22A-1, et seq., responsible for administering and enforcing the storm water laws of the United States of America and the State of Alabama.

Applicant - any person, firm, corporation or governmental agency who executes the necessary forms to procure approval of Best Management Practices Plans from the Official.

Best Management Practices (herein abbreviated as "BMP") - activities, prohibitions of practices, maintenance procedures and management practices designed to prevent or reduce the pollution of waters to the MS4. Best Management Practices also include treatment requirements, operating procedures and practices to control facility site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage and construction sites.

Best Management Practices Plan - (herein abbreviated as "BMP Plan") - a set of drawings and/or other documents submitted by a person as a prerequisite to obtaining a Permit, which contain all of the information and specifications pertaining to BMP.

Clean Water Act - (herein abbreviated as "CWA") - the federal act (33 U.S.C. § 1251 through § 1387) which was formerly referred to as the Federal Water Pollution Control Act and Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, as amended by Public Law 95-217, Public Law 95-576, Public Law 6-483 and Public Law 97-117, 33 U.S.C. § 1251-1387.

Clearing - the removal of trees and brush from the land, not including the ordinary mowing of grass or the maintenance of previously cleared areas.

Community Waters - any or all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wetlands, wells and other bodies of natural or artificial surface or subsurface water into which the MS4 outfalls flow.

Contour - a line of equal elevation above a specified datum, usually mean sea level.

Contour Line - a line joining points having or representing equal elevations.

Discharge - the passing of water or other liquid through an opening or along a pipe,

- conduit or channel; the rate of flow of water, silt, or other mobile substance which emerges from a pipe, conduit or channel, usually expressed as cubic feet per second, gallons per minute or million gallons per day.
- Drainage* - the removal of surface water from a given area either by gravity or by pumping; commonly applied to surface water and groundwater.
- Drainage Area* - that area contributing runoff to a single point measured in a horizontal plane, which is enclosed by a ridge line; the area of a drainage basin or watershed, expressed in acres, square miles or other unit of area.
- Engineer* - a person currently licensed by the Alabama State Board of Registration for Professional Engineers and Land Surveyors to provide engineering services.
- Erosion* - wearing away of lands by running water.
- Erosion Control* - the application of measures to reduce erosion of land surfaces.
- Grading* - any act by which soil is cleared, stripped, stockpiled, excavated, scarified or filled, or any combination thereof.
- Illicit Connection* - any man-made conveyance connecting an illicit discharge directly to the MS4.
- Illicit Discharge* - any discharge that is not composed entirely of storm water, except discharges pursuant to a NPDES permit (other than NPDES Permit ALS000001) and discharges which are specifically excepted from this ordinance.
- Minor Extension* - an addition to an existing utility pipeline or other utility line in which the land disturbed consists of fewer than 7,500 linear feet.
- Municipal Separate Storm Sewer (herein abbreviated as "MS3")* - a conveyance or conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels and storm drains), owned or operated by a city, town or county or other public body (created by, or pursuant to, State law) having jurisdiction over storm water.
- Municipal Separate Storm Sewer System (herein abbreviated as "MS4")* - a system of municipal separate storm sewers, as defined hereinbefore.
- NPDES* - National Pollutant Discharge Elimination System.
- Outfall* - a point source (meaning any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged, but not including return flows from irrigated agriculture or agricultural water runoff) at the point of a discharge to waters of the United States of America.
- Permit* - any permit issued pursuant to this ordinance.
- Permittee* - a person, party, government entity and all others who receive a permit to discharge under the NPDES.
- Pollutant* - includes, but is not limited to, the pollutants specified in Code of Alabama 1975, § 22-22-1(b) (3) and any other effluent characteristics specified in a Permit.
- Pollutant Loading* - the amount of a pollutant entering the MS4.
- Qualified Credentialed Professional* - a Certified Professional in Erosion and Sediment Control ("CPESC") as determined by the Soil and Water Conservation Society ("SWCS") or the International Erosion Control Association ("IECA"). Other registered or certified professionals such as a professional engineer or a landscape architect, registered land surveyor, registered architect, registered geologist,

registered forester, Registered Environmental Manager as determined by the National Registry of Environmental Professionals ("NREP"), Certified Professional Soil Scientist ("CPSS") as determined by the American Registry of Certified Professionals in Agronomy, Crops and Soils ("ARCPACS"), who can document the necessary education, training, and professional certification, registration, or credentials acceptable to the Official and can demonstrate proven experience in the field of erosion and sediment control shall be considered a qualified credentialed professional. The qualified credentialed professional must be in good standing with the authority granting the registration. The qualified credentialed professional must be familiar, and have expertise, with current industry standards for erosion and sediment controls and must be able to inspect and assure that nonstructural BMPs or other pollution control devices (silt fences, erosion control fabric, rock check devices, etc.) and erosion control efforts, such as grading, mulching, seeding and growth management, or management strategies have been properly implemented and regularly maintained according to good engineering practices and the requirements of this permit. A professional engineer ("PE") registered in the state of Alabama must certify the design and construction of structural practices such as spill prevention control and counter measures ("SPCC") plan containment structures, dam construction, etc.

Sediment - solid material settled from suspension in a liquid that has been transported and deposited from its site of origin by air, water, ice or gravity as a product of erosion and has come to rest on the earth's surface either above or below a water surface, usually, inorganic or organic particles originating from weathering, chemical precipitation, or biological activity.

Silviculture - the care and cultivation of forest trees, including site preparation, planting, pruning, thinning and harvesting.

Site - any tract, lot or parcel of land or combination of contiguous tracts, lots or parcels of land which are in one ownership, and any combination of tracts, lots and parcels which are contiguous, are owned by two or more parties and are to be developed as a unit, subdivision or project.

Stabilization - the prevention of soil movement by any of various vegetative and/or structural means.

Storm Water - the excess water running off from the surface of a drainage area during and immediately after a period of rain. It is that portion of the rainfall and resulting surface flow that is in excess of that which can be absorbed through the infiltration capacity of the surface of the basin.

Storm Water Management - the incorporation of a variety of activities and equipment into a plan to address concerns associated with Storm Water for the purpose of preventing pollution, improving water quality, keeping pollutants out of runoff, and the implementation of Best Management Practices.

Storm Water Management Program - (herein referred to as "the Management Program" or "the Program") - a program which covers the duration of the permit. It shall include a comprehensive planning process which involves public participation and, where necessary, intergovernmental coordination, to reduce the discharge of pollutants, to the maximum extent practicable, using management practices control techniques and system design and engineering methods and such other provisions which are appropriate.

Storm Water Permit - a permit which grants permission to the holder to discharge storm water to the MS4 under the NPDES.

Stream - a course of running water usually flowing in a particular direction in a definite channel and discharging into some other course of running water or body of water.

Structural Controls - measures incorporated into existing Storm Water drainage systems or newly constructed systems to prevent or minimize the discharge of pollutants for the purpose of maintaining and/or improving water quantity and quality management; quantitative control by a system of vegetative and structural measures that control the increased volume and rate of surface runoff caused by man-made changes to the land; qualitative control by a system of vegetative, structural and other measures that reduce or eliminate pollutants that might otherwise be carried by surface runoff.

Turbidity - a condition in water or wastewater caused by the presence of suspended matter, resulting in the scattering and absorption of light rays. A measure of fine suspended matter in liquids.

Utility - a business or service which is engaged in regularly supplying the public with some commodity or service which is of public consequence and need, such as electricity, gas, water, telephone service and telegraph service.

Variance - the modification of the minimum storm water management requirements in situations in which exceptional circumstances, applicable to the site with respect to which the variance is requested, exist so that strict adherence to the provisions of this ordinance would result in unnecessary hardship and the granting of such modification would not result in a condition contrary to the intent of this ordinance.

Article 2
ADMINISTRATION

Section 2.01

The municipal engineer for the City, the municipal official or employee who is a qualified credentialed professional, such other municipal official or municipal employee who has had sufficient experience dealing with BMP design to enable them to enforce the provisions of this ordinance, an individual or agency contracted to provide such service, shall be responsible, on behalf of the City (“Official”), to enforce the provisions of this ordinance (whenever the word "Official" is used in this ordinance, it shall include the authorized agent of the Official).

Article 3 APPLICATION AND FEES

Section 3.01 Application.

- a. Before the commencement of any land-disturbing activity that is not exempted from obtaining a Permit under this ordinance, the owner of the land on which such activity shall be conducted, or his duly authorized agent, must file with the Department of Building Safety an application for the approval of the owner's BMP Plan. The Official must either approve or disapprove the BMP Plan within fourteen (14) days of the day it is filed with the Official. If the BMP Plan is disapproved, the Official must inform the Applicant, in writing, of the reasons for its disapproval. If the Applicant, on one or more occasions, revises the BMP Plan or submits to the Official additional documents or information in connection with the BMP Plan, the Official must make a written response to the Applicant with respect to whether such revised BMP Plan and/or additional documents and information have been approved or disapproved by the Official. All such additional responses must be made by the Official to the Applicant within fourteen (14) days of the day such revised BMP Plan or additional documents or information are submitted to the Official. The land-disturbing activity may not be commenced prior to the issuance of the Permit by the Official. The issuance of the Permit shall not excuse the owner from the need to obtain other required state and local permits or licenses.
- b. The minimum standards for the issuance of a Permit must meet the requirements of this ordinance
- c. Facilities that are covered under an ADEM NPDES permit for storm water discharge associated with construction activities ("ADEM NPDES permit") shall submit an ADEM Notice of Registration (NOR) with their application. The Notice of Intent (NOI) may be provided until the NOR is received from ADEM. Copies of all monitoring data and reports shall be submitted to the City in the same manner as they are submitted to ADEM and in the frequency specified by the City.

Section 3.02 Permit Application Fee.

Each application for the issuance of a Permit shall be accompanied by a non-refundable fee of four hundred dollars (\$400), for individual single family residences and one thousand dollars (\$1000), for all other types of land disturbing activities, to help defray the City's cost of processing and reviewing the application and the inspections associated with the application. Sites that are required to have Post-Construction controls as stated in Ordinance Number 2769 will have an additional fee of two thousand dollars (\$2000) to defray the City's cost of processing and reviewing the structure's design and the associated inspection and maintenance BMPs. The applicant must submit three sets of its BMP Plan with its application and fee to the Official.

Section 3.03 Post Construction Annual Issuance Fee.

An annual issuance fee of \$50.00 will be paid to the City to defray the administrative cost of inspecting Post-Construction controls and maintaining inspection records.

Section 3.04 Data Required on the Application for a Permit.

- a. All applications for a Permit must include the following information:

1. name of Applicant;
 2. telephone number of applicant, telecopier number, if any, of applicant, and e-mail address, if any, of Applicant;
 3. address where Applicant, or other person who can furnish information about the land-disturbing activity can be reached;
 4. name, address, telephone number, telecopier number, if any, and e-mail address, if any, of the owner of the project, the owner of the property on which the project is to be located and the ground lessee of the property, if any, on which the land-disturbing activity is to be conducted if the applicant is not the owner of the project and such property;
 5. legal description and address, if any, of the property upon which the land-disturbing activity is to be conducted;
 6. names, addresses, telephone numbers, telecopier numbers, if any, and e-mail addresses, if any, of all contractors and subcontractors who shall implement any BMP Plan; provided, however, that if the contractor and the subcontractors have not been selected when the application for a permit is filed, the Applicant shall furnish such information to the Official within five (5) days of the day or days on which the contractor and/or subcontractors are selected;
 7. name, address, telephone number, telecopier number, if any, and e-mail address, if any, of the qualified credentialed professional who has approved the BMP Plan application (this is required for all land-disturbing activities except those related to the construction of individual single-family residences);
 8. each application for a Permit must be accompanied by a map or a plot of the land on which the land-disturbing activity will be conducted and any other information that is required under the provisions of Article 5.
- b. The detail of the BMP Plan must be commensurate with the size of the project, severity of the site condition and potential for off-site damage, as provided in Article 5

Section 3.05 Maintenance of Records.

Records of compliance with the provisions of the Permit shall be maintained in the office of the owner or the applicant, shall be available to the Contact Person and shall be made available at any time for review by the Official; provided, that if such records are maintained without the State of Alabama and, because of their size, cannot be transmitted to the Official by telecopier, such records must be delivered to the Official (at no expense to the City or the Official) within forty-eight (48) hours of the earliest of the receipt by the owner, applicant or Contact Person of a request by the Official for such records.

Section 3.06 Amended Application; Transfer of Permit.

- a. A Permit may be amended, without the payment of an additional fee, upon the filing with the Official of an amended or restated Permit application, containing all changes from the original application; provided, that the holder of the Permit shows to the reasonable satisfaction of the Official that there are no proposed changes which may affect the quantity and/or quality of storm water runoff. If an amended or restated application is filed with the Official with respect to land-disturbing activities

for which a Permit has been issued, such existing Permit shall continue in effect, and the holder of the Permit may continue to operate under it unless and until an amended Permit is issued in response to the amended or restated application ("Amended Permit") at which time the original Permit shall expire and all land-disturbing activities must be conducted in accordance with the Amended Permit.

- b. A Permit may be transferred, without the payment of an additional fee, upon the filing with the Official of an application for transfer; provided, that the holder and proposed transferee of the Permit show to the reasonable satisfaction of the Official that, upon or following the transfer, there will be no proposed changes which may affect the quantity and/or quality of storm water runoff. If there is a request for the transfer of a Permit and there are to be one or more changes in the operation of the project which is the source of the land-disturbing activity which may affect the quantity and/or quality of storm water runoff, the new owner or operator of such project must apply to the City for a new Permit prior to his involvement with the operation of such project.

Section 3.07 Signatory Requirements.

- a) All applications and correspondence required by this ordinance to be submitted to the Official shall be signed as follows:
 1. If an application or correspondence is submitted by a corporation, it must be signed by the president of the corporation or by a vice-president of the corporation who is in charge of a principal business function of the corporation, or any other person who performs similar policy-making or decision-making functions for the corporation, or who has been authorized to sign such applications and/or correspondence by a resolution adopted by the board of directors of the corporation. Proof of the authority of the signatory shall be provided to the Official, upon his request.
 2. If an application or correspondence is submitted by a limited liability company, it must be signed by a manager or other person who serves the same or similar function as the president of a corporation.
 3. If an application or correspondence is submitted by a partnership, it must be signed by a general partner of the partnership.
 4. If an application or correspondence is submitted by a sole proprietorship, it must be signed by the proprietor.
 5. If an application or correspondence is submitted by a municipality, the State or the federal government or by any municipal, state or federal agency, it must be signed by either the chief executive officer or a principal executive officer of any such government or by either the chief executive officer, a principal executive officer or a senior executive officer having responsibility for the overall operations of a principal geographic unit of any such governmental agency.
- b) Any person signing any application or correspondence required by this ordinance shall make the following certification: "I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision and that I have personally examined, and I am familiar with, the information in this document and such attachments. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the

submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and civil penalty.

Article 4 EXCLUSION

Section 4.01

No person may conduct any land-disturbing activity without having obtained a Permit from the Official.

Section 4.02

Land-disturbing activities shall include any land change which may result in soil erosion from water or wind and the movement of sediment to the MS4, including, but not limited to, the clearing, dredging, grading, excavating, transporting and filling of land, except that the term shall not include the following:

- a) Any land change on property about which the owner of the property has submitted information to the Authority proving, to the satisfaction of the Authority, that such property does not drain to the MS4. Such information may be submitted to the Official, who shall promptly deliver it to the Authority, and the determination as to whether such property drains to the MS4 shall be made by the Authority.
- b) Agriculture.
- c) Silviculture.
- d) Such minor land-disturbing activities as home gardens, landscaping on individual residential lots (excluding landscaping performed by, or on behalf of, a developer or builder, who builds a house on any such lot), home repairs, home maintenance work, minor additions to houses, the construction, maintenance or repair of accessory structures and other related activities which result in minor soil erosion.
- e) Minor land-disturbing activities such as individual connections for utility services and sewer services for single or two-family residences, minor grading for driveways, yard areas and sidewalks, excluding any grading done by, or on behalf of, a developer or builder in connection with the construction of a house.
- f) Minor maintenance, minor repair, and the minor extension of any existing underground public utility lines, except sewer lines; provided, that the utility company which owns such lines has received approval of a general BMP Plan from the Authority for such maintenance, repair, and extension; and provided further, that any utility company making a minor extension in connection with which the land disturbed consists of more than 1,000 linear feet must give the Official written notice of such extension prior to the commencement of such minor extension.
- g) The construction, repair or rebuilding of railroad tracks.
- h) Minor subsurface exploratory excavations under the direction of soils engineers or engineering geologists.
- i) The opening of individual burial sites in property which has been approved for such use by all necessary governmental authorities.
- j) Digging of water wells or environmental monitoring wells.

The activities referred to in items (b) through (i) above may be undertaken without a Permit; however, the persons conducting these excluded activities shall remain responsible for otherwise conducting such activities in accordance with the provisions of this ordinance and any other applicable law, including the proper control of

sedimentation and runoff to the MS4. This ordinance shall apply to such land-disturbing activities that drain to the MS4 if a storm water pollution problem is shown to be caused by such activity following monitoring procedures and complaints.

Article 5 BMP APPROVAL REQUIREMENTS

Section 5.01 General Requirements.

No land-disturbing activity shall be conducted within the City until a Permit has been issued by the Official allowing such activity pursuant to the provisions of this ordinance. The following are BMP approval requirements:

- (a) Persons conducting land-disturbing activities shall take all reasonable measures referred to, or provided for, in this ordinance to protect all public and private property from damage caused by such activities and to reduce storm water pollution to the maximum extent practicable.

No land-disturbing activities subject to this ordinance shall be undertaken

- (b) except in accordance with the following requirements:
 1. The person(s) proposing to conduct any land-disturbing activity or an agent, contractor or other representative of such person must contact the Official at least five (5) business days before commencement of the land-disturbing activity to advise the Official of the commencement of such land-disturbing activity, unless, for good cause shown, the Official permits such person, contractor, agent or other representative to contact him nearer to the date of the commencement of such land-disturbing activity.
 2. Other than land-clearing activities required to install the appropriate BMP in accordance with BMP Plans, any down slope erosion and sediment control measures, on-site stream channel protection and upslope diversion of drainage required by the BMP Plan shall be in place and functional before any clearing or earth- moving operations begin, and shall be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the workday, but shall be replaced at the end of the workday.
 3. The angle for graded slopes and fills shall be no greater than the angle, which can be retained by vegetative cover or other adequate erosion control devices or structures. Any slope or fill which has been graded shall, within fourteen (14) days of the completion of such grading or the completion of any phase of grading, be planted or otherwise provided with ground cover, materials, devices or structures sufficient to restrain erosion. The BMPs shall remain in place in accordance with the BMP Plan until the graded slope or fill is stabilized.
 4. Adequate protective measures shall be provided for the containment of hazardous substances and any other materials which may pollute the MS4, including petroleum products, lubricants and paint.
 5. All control measures shall be checked, and repaired as necessary, monthly in dry periods and within twenty-four (24) hours after any rainfall at the site of 0.75 inch within a twenty-four (24)-hour period. During prolonged rainfalls, daily checking and, if necessary, repairing shall be done. The Permittee shall maintain written records of such checks and repairs, which records shall be subject to the inspection of the Official at any reasonable time.
 6. The BMP Plan shall show the size of disturbed area and a schedule of the projected starting and completion dates of the land- disturbing activity.

7. A site plan, accompanied by a written description of BMPs which are shown on the site plan and a schedule of implementation during land-disturbing activities and construction shall be furnished to the Official prior to the commencement of any land-disturbing activities.
8. A description of, and procedures for, proper storage, handling and disposal of construction materials stored on-site which could contribute to the pollutant loading to the MS4, shall be furnished to the Official prior to the commencement of any land-disturbing activities.

Section 5.02 Design and Performance Standards.

The following are required for all land-disturbing activities except those related to the construction of individual single-family residences.

All applications for a Permit must contain, or be accompanied by, the materials and information necessary to satisfy the requirements of Sections 5.01 and 5.02 and must be accompanied by a soil erosion and sediment control plan ("Control Plan"). The Control Plan shall be prepared by a Qualified Credentialed Professional and shall include the following:

- (a) The Control Plan shall be accompanied by a map or plot of the property upon which land-disturbing activities are to be conducted, prepared by a registered land surveyor, showing the present contour lines of such property, and the present contour lines of at least the nearest twenty-five (25) feet of the properties immediately adjacent to such property and the existing grades and elevations of all streets which abut such property. Such map or plot shall show all existing drainage facilities and all natural drainage on such property and on such adjacent property.
- (b) All proposed contours, the proposed temporary and permanent disposition of surface water and the proposed drainage structures; provided, however, the Control Plans for utility projects, except sewer projects, shall not be required to show the proposed contours.
- (c) The proposed contours in the map or plot shall be depicted in contour intervals of two (2) or fewer feet; provided, however, the Control Plans for utility projects, except sewer projects, shall not be required to show the proposed contours. All maps, plots and plans submitted shall be on a sheet of paper at least twenty-four (24) inches by thirty-six (36) inches and drawn to a scale of not less than one inch equals 100 feet. Contour intervals of more than two (2) feet and maps, plots or plans which are smaller than the required size may be approved by the Official, upon written request and for good cause shown.
- (d) The Control Plan shall contain a description of the existing site conditions, a description of adjacent topographical features, the information necessary to determine the erosion qualities of the soil on the site, potential problem areas of soil and erosion and sedimentation, soil stabilization specifications, storm water management considerations, a projected time schedule for the commencement and completion of the land-disturbing activity, specifications for BMP Plan maintenance during the project and after the completion of the project, clearing and grading limits, and all other information needed to depict accurately the solutions to potential soil erosion and sedimentation problems to the MS4. The Control Plan shall include the series of BMPs and shall be reviewed by, and subject to the approval of,

- the Official prior to the issuance of the Permit.
- (e) Where appropriate, in the opinion of the qualified credentialed professional who prepares the Control Plan, to the maximum extent practicable, the Control Plan shall include measures to reduce erosion and other adverse impact to MS4 drainage which would result from an increase in the volume of water and the rate of runoff of water during the conduct of land-disturbing activities.
 - (f) Whenever the Official determines that a Control Plan does not comply with this ordinance, he shall notify the applicant in writing of the ways in which the Control Plan does not comply with this ordinance.
 - (g) To the maximum extent practicable, sediment in runoff water must be minimized by using appropriate BMPs.
 - (h) Structural controls shall be designed and maintained as required to minimize erosion and pollution to the maximum extent practicable. All surface water flowing toward the construction area shall, to the maximum extent practicable, either be passed through the site in a protected channel or diverted by using berms, channels or sediment traps, as necessary. Erosion and sediment control measures shall be designed, according to the size and slope of the disturbed areas or drainage areas, to minimize erosion and to control sediment, to the maximum extent practicable. Discharges from sediment basins and traps must be conducted in a manner consistent with good engineering practices. Sediment-laden, or otherwise polluted, water discharged to MS4 must be addressed in a manner consistent with good engineering practices and the requirements of this ordinance.
 - (i) Control measures shall be maintained as an effective barrier to sedimentation and erosion in accordance with the provisions of this ordinance.
 - (j) There shall be no distinctly visible floating scum, oil or other matter contained in the storm water discharge. The storm water discharge to an MS4 must not cause an unnatural color (except dyes or other substances discharged to an MS4 for the purpose of environmental studies and which do not have a harmful effect on the bodies of water within the MS4) or odor in the community waters. The storm water discharge to the MS4 must result in no materials in concentrations sufficient to be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life or fish and aquatic life in the community waters.
 - (k) When the land-disturbing activity is finished and stable vegetation or other permanent controls have been established on all remaining exposed soil, the owner of the land where the land- disturbing activity was conducted, or his authorized agent, shall notify the Official of these facts, and request a final inspection. The Official shall then inspect the site within five (5) working days after receipt of the notice, and may require additional measures to stabilize the soil and control erosion and sedimentation. If additional measures are required by the Official, written notice of such additional measures shall be delivered to the owner, and the owner shall continue to be covered by the Permit issued with respect to the land-disturbing activity until a final and complete inspection is made and the Official approves the project as having been satisfactorily completed and delivers to the owner, within ten (10) days of the date of such approval, a certification of completion showing that the requirements of the Permit have been fulfilled. At that time the site and/or the project constructed thereon may come under the operation of other ordinances of the City.

- (l) The Control Plan must be accompanied by a letter of credit, a surety bond or a cash bond, with the City having the right to determine which type of security shall be furnished. A letter of credit, a surety bond or a cash bond (a letter of credit, a surety bond and a cash bond shall be herein collectively referred to as "Security") shall be furnished to the City in accordance with the following provisions:
 1. The Official shall require a letter of credit, a surety bond or a cash bond in such amount as specified herein to assure that the work, if not completed or if not in accordance with the permitted plans and specifications will be corrected to eliminate hazardous conditions, erosion and/or drainage problems. In lieu of a letter of credit or a surety bond required by the City, the owner may file a cash bond with the City in an amount equal to that which would be required in the letter of credit or the surety bond.
 2. The Security shall contain, or have attached to it as an exhibit, a legal description of the site. The Security shall remain in effect for such reasonable period of time as may be required by the Official.
 3. The Security for clearing operations only shall be in the amount of \$2,000 per acre for each acre, or fraction of an acre, disturbed or affected by such operations.
 4. The Security for earthwork or clearing and earthwork operations shall be in the amount of \$5,000 per acre for each acre, or fraction of an acre, disturbed or affected by such operations.
 5. The Security for earthwork or clearing and earthwork operations for an individual single family residence may be reduced to \$3,000 with proof of completion of either the Jefferson County Erosion Workshop or the Qualified Credentialed Inspector (QCI) certification.
 6. Security equal to double the amounts required in subsections (3) and (4) herein, shall be required where clearing or earthwork is performed in areas designated as floodways, floodplains or areas susceptible to landslides.
 7. Each letter of credit must be issued by a bank which has its principal office in Jefferson County, Alabama.
 8. Each letter of credit must be issued by a bank which is reasonably satisfactory to the City and each surety bond must be issued by a surety company which is qualified to do business in Alabama and which is otherwise reasonably satisfactory to the City.

Article 6

MONITORING AND INSPECTION

Section 6.01

The Official may periodically monitor the quality of storm water and the concentration of pollutants in storm water discharges from land-disturbing activities permitted to the MS4 pursuant to this ordinance.

Section 6.02 Inspections.

- (a) The Official, bearing proper identification, may enter and inspect all land-disturbing activities for regular periodic inspections, investigations, monitoring, observations, measurements, enforcement, sampling and testing to verify compliance with the provisions of this ordinance and the specific BMP Plans and Control Plans for such land-disturbing activities. The Official shall notify the owner of such property, his Contact Person or his representative on the construction site prior to inspection, and the inspections shall be conducted at reasonable times. The owner or operator of a construction site with respect to which an NPDES permit has been issued shall provide the Official with the information required in Section 3.01(c) prior to the commencement of the work on the construction site. The Official shall inspect the construction site to confirm the implementation and the maintenance of BMP Plans, otherwise, such site shall be inspected when the Official believes, as a result of complaints or monitoring activity, that land-disturbing activities on the site are causing a substantial pollutant loading which threatens the MS4.
- (b) Upon the refusal by any property owner to allow the Official to enter, or to continue an inspection on, a site on which land-disturbing activities or construction work is being done, the Official shall terminate the inspection or confine the inspection to areas to which no objection is raised. If an agent of the Official was making, or attempting to make, such inspection, the agent shall promptly report to the Official the refusal and the reasons for the refusal, if the reasons are known by the agent. The Official may seek appropriate legal remedies to enable him to make or complete such Inspection, including seeking appropriate legal remedies from any court having jurisdiction over the matter. If the court grants a remedy to the Official, the property owner must reimburse the City all of the costs and expenses incurred by the City in obtaining such remedy, including court costs and reasonable attorneys' fees.
- (c) If the Official has reasonable cause to believe that discharges from the land-disturbing activities to the MS4 may cause an imminent threat to human health or the environment, an inspection of the site may take place at any time and without notice to the owner of the property or a representative on site. The Official shall present proper credentials upon request of the owner or his representative.
- (d) At any time during the conduct of an inspection, or at such other times as the Official may request information from an owner or his representative, the owner or representative may identify areas of its business, material or processes which contain a trade secret and an inspection of which might reveal such trade secret. If the Official has no clear and convincing reason to question such assertion of the owner or his representative, the inspection report shall note that trade secret

information has been omitted. To the extent practicable, the Official shall protect all information which is designated as a trade secret by the owner or his representative.

Article 7 ENFORCEMENT AND ABATEMENT

Section 7.01 NPDES Permits for Storm Water Discharge Associated with Construction Activities.

- a. No enforcement action shall be taken by the City for a violation of the terms of this ordinance if any of the following has occurred:
 1. ADEM has issued a notice of violation with respect to the same alleged violation and is proceeding with an enforcement action with respect to such alleged violation;
ADEM has issued an administrative order with respect to the same
 2. alleged violation and is proceeding with an enforcement action with respect to such violation; or
 3. ADEM has commenced, and is proceeding with, an enforcement action, or has completed any other type of administrative or civil action, with respect to such alleged violation.
- b. Any determination or resolution made by ADEM with respect to an alleged violation shall be final, and the alleged violation shall not be made the subject of any additional enforcement action by the City; provided, however, that an enforcement action may be pursued by the City for continued or continuing substantial violations, subject to the provisions of Section 7.03(b) and pursuant to the following:
 1. ADEM will provide the Official with access to the ADEM NPDES permits issued with respect to each property within its jurisdiction, including inspections and notification of any enforcement actions taken by ADEM.
 2. The Official will notify ADEM and the permit holder, in writing, when the Official demonstrates that an NPDES permit holder is causing a substantial pollutant loading to the MS4.
 3. The Official may rely on ADEM to regulate, and to take enforcement actions against Permittees until such time as a Permittee is in continuing substantial violation of its NPDES permit and ADEM has failed to respond in a timely manner in accordance with Code of Alabama 1975, § 11-89C-1 et seq. If there is a continuing substantial violation of an ADEM NPDES permit and ADEM fails to respond as stated above, the Permittee shall be subject to this ordinance for that violation.

Section 7.02 Immediate Threats to Public Health or Welfare.

Notwithstanding any other provision in this ordinance to the contrary, in the event of an immediate threat to the public health or welfare, the Official may take all appropriate measures to remove or alleviate such threat.

Section 7.03 Notification; Enforcement Remedies.

- a. Verbal Warning: Whenever the Official finds that any person is in violation of any provision of this ordinance, or any order issued hereunder, the Official or his agent may serve upon such person a verbal warning of violation.
- b. Notification of Violation: Whenever the Official finds that any person is in violation of any provision of this ordinance, or any order issued hereunder, the Official or his agent may serve upon such person written notice of the violation. Within ten (10)

calendar days of the date of such notice, an explanation of the violation and a plan for the satisfactory correction and future prevention thereof, including specific required actions, shall be submitted to the Official. Submission of such plan shall in no way relieve such person in violation of this ordinance of liability for any violations occurring before or after receipt of the notice of violation.

- c. Compliance Order: When the Official finds that any person has violated, or continues to violate, this ordinance, he may issue a compliance order to the violator, directing that, within a specified time period, adequate structures and devices be installed, or procedures implemented, and properly operated, or other action be taken, to remedy such violation. Compliance orders may also contain such other requirements as may be reasonably necessary and appropriate to address such violation, including the construction of appropriate structures, installation of devices and self-monitoring and management practices.
- d. Cease and Desist Orders: When the Official finds that any person has violated, or continues to violate, this ordinance or any order issued under this ordinance; the Official may issue an order to such person to cease and desist all such violations immediately, and direct such person in violation of this ordinance to:
 1. comply with this ordinance forthwith; or
 2. take such appropriate remedial or preventive action as may be required to address properly a continuing or threatened violation of this ordinance, including halting operations and terminating the discharge.

Section 7.04 Unlawful Acts, Misdemeanor.

It shall be unlawful for any person to:

- a. violate any provision of this ordinance;
- b. violate the provisions of any Permit issued pursuant to this ordinance; Such person shall be guilty of a misdemeanor; and each day of such violation, failure or refusal to comply with this ordinance shall be deemed a separate offense and punishable accordingly. Any person found to be in violation of any of the provisions of this ordinance shall be punished by a fine of not less than \$100.00 and not more than \$500.00 and/or up to 180 days in jail.

Section 7.05 Judicial Proceedings and Relief.

- a. The Official may initiate proceedings in any court of competent jurisdiction against any person who has, or who, the Official has reason to believe, is about to:
 1. violate any provision of this ordinance;
 2. violate any provision of a Permit;
 3. fail or refuse to comply with any lawful order issued by the Official.
- b. The Official, with the consent of the City Council, may also initiate civil proceedings in any court of competent jurisdiction seeking monetary damages for any damages caused to public storm water facilities by any person, and may seek injunctive or other equitable relief to enforce compliance with the provisions of this ordinance or to force compliance with any lawful orders of the Official or the Board.

Article 8
MISCELLANEOUS

Section 8.01 Notices.

Whenever the City is required or permitted to:

- a. give a notice to any party, such notice must be in writing; or
- b. deliver a document to any party; such notice or document may be delivered by personal delivery, certified mail (return receipt requested), registered mail (return receipt requested) or a generally recognized overnight carrier, to the address of such party which is in the records of the City or is otherwise known to the City.

Section 8.02 References.

Whenever an Article or Section is referred to in this ordinance, unless the context clearly indicates the contrary, such reference shall be to an article or section of this ordinance.

Section 8.03 Severability.

The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of law to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

Section 8.04 Captions.

The captions of articles and sections are for the purpose of reference only, and such captions shall not affect the meaning of any provision of this ordinance.

Section 8.05 Effective Date.

This ordinance shall be published as required by law and shall become effective on the 1st day of July, 2018.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2769 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 11th day of June, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2770

AN ORDINANCE ESTABLISHING METHODS FOR CONTROLLING THE INTRODUCTION OF POLLUTANTS INTO MUNICIPAL SEPARATE STORM SEWER SYSTEM IN ORDER TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT PROCESS

STORM WATER MANAGEMENT ILLICIT DISCHARGE

RECITALS

WHEREAS, the purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of the City of Vestavia Hills through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law.

WHEREAS, this ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

WHEREAS, this ordinance provides the minimum content for implementing and enforcing a STORM WATER management consistent with the Alabama Department of Environmental Management (ADEM) permit currently issued to the City of Vestavia Hills.

WHEREAS, the objectives of this ordinance are:

1. To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by STORM WATER discharges by any user
2. To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system
3. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

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

Section 1 DEFINITIONS

For the purposes of this ordinance, the following words and terms shall have the meaning assigned to them in this section.

Authorized enforcement agency - employees or designees of the director of the municipal agency designated to enforce this ordinance.

Best Management Practices (BMPs) - schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to STORM WATER, receiving waters, or STORM WATER conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act. - The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction Activity - Activities subject to NPDES Construction Permits. Currently these include construction projects resulting in land disturbance of 1 acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous Materials - Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge - Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section X of this ordinance.

Illicit Connections. - An illicit connection is defined as either of the following:

1. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the City of Vestavia Hills or,
2. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or

equivalent records and approved by the City of Vestavia Hills.

Industrial Activity - Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit - means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Storm Water Discharge - Any discharge to the storm drain system that is not composed entirely of storm water.

Person - Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant - Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm Drainage System - Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Storm Water - Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Storm Water Pollution Prevention Plan - A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to STORM WATER, STORM WATER Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

Wastewater - means any water or other liquid, other than uncontaminated storm water, discharged from a facility.

Section 2
ADMINISTRATION

The City of Vestavia Hills shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the City of Vestavia Hills may be enforced by the City Engineer or delegated in writing by an official of the City of Vestavia Hills to persons or entities acting in the beneficial interest of or in the employ of the agency.

Section 3

ILLICIT DISCHARGE PROHIBITIONS

Section 3.1 Prohibition of Illegal Discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

Section 3.2 Illegal Discharges Exemptions.

The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

The following discharges are exempt from discharge prohibitions established by this ordinance provided that they have been determined not to be substantial contributor of pollutants by the City or Alabama Department of Environmental Management (ADEM):

- a) Water line flushing;
- b) Landscape irrigation or lawn watering (not consisting of treated, or untreated wastewater unless otherwise authorized);
- c) Diverted stream flows;
- d) Uncontaminated ground water infiltration
- e) Uncontaminated pumped groundwater;
- f) Discharges from potable water sources;
- g) Foundation or footing drains (not including active groundwater dewatering systems);
- h) Air conditioning condensation or drains;
- i) Irrigation water (not consisting of treated, or untreated wastewater unless otherwise authorized);
- j) Rising ground water;
- k) Springs;
- l) Water from crawl space pumps;
- m) Lawn watering runoff;
- n) Individual residential car washing, to include charitable carwashes;
- o) Residential street wash water;
- p) Discharges or flows from firefighting activities (including fire hydrant flushing);
- q) Flows from natural riparian habitat or wetlands;
- r) Dechlorinated swimming pool discharges;
- s) Dye testing is an allowable discharge, but requires a verbal notification to the City of Vestavia Hills prior to the time of the test.

Section 3.3 Prohibition of Illicit Connections.

- a) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- c) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

Section 4 SUSPENSION OF MS4 ACCESS

Section 4.1 Suspension Due to Illicit Discharges in Emergency Situations.

The City of Vestavia Hills may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the City of Vestavia Hills may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.

Section 4.2 Suspension Due to the Detection of Illicit Discharge.

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Vestavia Hills will notify a violator of the proposed termination of its MS4 access. The violator may petition the City of Vestavia Hills for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City of Vestavia Hills.

Section 5
INDUSTRIAL, COMMERCIAL OR CONSTRUCTION ACTIVITY DISCHARGES

Any person subject to an industrial, commercial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Vestavia Hills prior to the allowing of discharges to the MS4.

Section 6 MONITORING OF DISCHARGES

Section 6.1 Applicability.

This section applies to all facilities that have storm water discharges associated with industrial, commercial, and construction activity.

Section 6.2 Access to Facilities.

- a) The City of Vestavia Hills shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City of Vestavia Hills.
- b) Facility operators shall allow the City of Vestavia Hills ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- c) The City of Vestavia Hills shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the City of Vestavia Hills to conduct monitoring and/or sampling of the facility's storm water discharge.
- d) The City of Vestavia Hills has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure STORM WATER flow and quality shall be calibrated to ensure their accuracy.
- e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of Vestavia Hills and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- f) Unreasonable delays in allowing the City of Vestavia Hills access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the City of Vestavia Hills reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.
- g) If the City of Vestavia Hills has been refused access to any part of the premises from which STORM WATER is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the City of Vestavia Hills may seek issuance of a search warrant from any court of competent jurisdiction.

Section 7
**REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORM WATER
POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES**

The City of Vestavia Hills will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a STORM WATER pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

Section 8
WATERCOURSE PROTECTION

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section 9
NOTIFICATION OF SPILLS

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non- hazardous materials, said person shall notify the City of Vestavia Hills in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Vestavia Hills within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Section 10

ENFORCEMENT AND ABATEMENT

Whenever the City of Vestavia Hills finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City of Vestavia Hills may enforce the ordinance with escalating procedures.

Section 10.1 Notification; Enforcement Remedies.

- a) Warning Notice: A warning notice of violation is the lowest level of formal response to a violation. It is a verbal or written response presented to the violator shortly after a violation has been identified and is intended for minor violations that would not cause significant harm to the environment.
- b) Notification of Violation: Whenever the Official finds that any person is in violation of any provision of this ordinance, or any order issued hereunder, the Official or his agent may serve upon such person written notice of the violation requiring the removal of illicit discharges and immediate cessation improper disposal practices within ten (10) calendar days of the date of such notice. Compliance by written notice of violation to the responsible person may require without limitation:
 1. The performance of monitoring, analyses, and reporting;
 2. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
 3. Payment of a fine to cover administrative and remediation costs; and
 4. The implementation of source control or treatment BMPs.
- c) Compliance Order: Whenever abatement of a violation and/or restoration of affected property is not possible within ten (10) days, a compliance order may be issued to the violator. The order shall set forth a deadline within which such remediation or restoration must be completed. Said order shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

Section 10.2 Appeal of Violation.

Any person receiving a Notice of Violation or Compliance Order may appeal the determination of the City of Vestavia Hills. The notice of appeal must be received within ten (10) days from the date of the Notice of Violation/Compliance Order. Hearing on the appeal before the appropriate authority or his/her designee shall take place within fifteen (15) days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

Section 10.3 Enforcement Measures After Appeal.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within thirty (30) days of the decision of the municipal authority upholding the decision of the City of Vestavia Hills, then representatives of the City of Vestavia Hills shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Section 10.4 Cost of Abatement of the Violation.

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 10 days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this ordinance shall become liable to the city by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of twelve (12) percent per annum shall be assessed on the balance beginning on the 1st day following discovery of the violation.

Section 10.5 Injunctive Relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the City of Vestavia Hills may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Section 10.6 Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City of Vestavia Hills may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Section 10.7 Violations Deemed a Public Nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Section 10.8 Criminal Prosecution.

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of \$500 dollars per violation per day and/or imprisonment for a period of time not to exceed one hundred and eighty (180) days.

The City of Vestavia Hills may recover all attorney's fees court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

Section 10.9 Remedies Not Exclusive.

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City of Vestavia Hills to seek cumulative remedies.

Section 11
MISCELLANEOUS

Section 11.1 Applicability.

This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the City of Vestavia Hills.

Section 11.2 Severability.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

Section 11.3 Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore, this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Section 11.4 Effective Date.

This ordinance shall be published as required by law and shall become effective the 1st day of July, 2018.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2770 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 11th day of June, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2771

**AN ORDINANCE ESTABLISHING POST-CONSTRUCTION BEST
MANAGEMENT PRACTICES FOR PERMANENT STORMWATER
CONTROL STRUCTURES**

STORMWATER MANAGEMENT POST-CONSTRUCTION ORDINANCE

RECITALS

WHEREAS, the City of Vestavia Hills operates under the requirements of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Permit; and

WHEREAS, this permit authorizes stormwater discharges from regulated small municipal separate storm sewer systems (MS4); and

WHEREAS, the City of Vestavia Hills must be compliant with the ADEM NPDES Permit by developing, implementing, and enforcing a program to address post-construction stormwater management; and

WHEREAS, the City of Vestavia Hills finds it necessary to enact an ordinance to address and enforce post-construction stormwater management standards on Qualifying Sites to prevent or minimize water quality impacts and ensure that the volume and velocity of pre-construction stormwater runoff is not significantly exceeded for the life of the property's use to the maximum extent practical (MEP).

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

Section 1 DEFINITIONS

For the purposes of this ordinance, the following words and terms shall have the meaning assigned to them in this section.

Best Management Practices - (herein abbreviated as "BMP") - activities, prohibitions of practices, maintenance procedures and management practices designed to prevent or reduce the pollution of waters to the MS4. Best Management Practices also include treatment requirements, operating procedures and practices to control facility site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage and construction sites.

Green Infrastructure – a strategically planned network of natural and semi-natural areas with other environmental features designed and managed to deliver a wide range of ecosystem services.

Hydrology – Hydrology refers to the physical characteristics of storm water discharge, including the magnitude, duration, frequency, rate of change, and timing of discharge.

Low Impact Development – Low Impact Development (LID) emphasizes conservation and use of on-site natural features to protect water quality. This approach minimizes the project's impervious surface and loss of natural open space and implements engineered, small-scale hydrologic controls aiming to replicate the pre-development hydrologic regime of watersheds through infiltration, filtering, storing, evaporating, and detaining stormwater runoff close to its source.

Non-structural BMPs - Non-structural BMPs may include but not be limited to the following: preservation of open spaces and vegetation, establishment of conservation easements, establishment of buffers along streams and other waters, maintenance of vegetation, BMP inspection and maintenance, planning for future development or redevelopment.

Qualifying Site - Qualifying Site is any new development site or re-development site that results in a total land disturbance of one or more acres and sites that disturb less than one acre but are a part of a larger common development or sale that would disturb one or more acres.

Structural BMPs - Structural BMPs may include, but not be limited to the following: detention/ retention devices, check dams, drainage swales, lined ditches, infiltration basins, porous pavement, outlet protection, velocity dissipation devices, slope protection, constructed wetlands, rain gardens, catch basin inserts, vegetated filter strips, and rain barrels.

Section 2
ADMINISTRATION

The municipal engineer for the City, the municipal official or employee who is a qualified credentialed professional, such other municipal official or municipal employee who has had sufficient experience dealing with BMP design to enable them to enforce the provisions of this ordinance, an individual or agency contracted to provide such service, shall be responsible, on behalf of the City, to enforce the provisions of this ordinance.

Section 3

POST-CONSTRUCTION BMP DESIGN Section 3.1 Design Standards.

The post-construction BMPs for qualifying sites, which may include a combination of structural BMPs and/or non-structural BMPs, must be designed to ensure that the volume and velocity of pre-construction stormwater runoff, to the maximum extent practicable, is not significantly exceeded.

Landowners and developers must develop and maintain best management practices to ensure, to the maximum extent practicable, that post-construction runoff mimics pre-construction hydrology of the site. A 1.1 inch rainfall over a 24-hour period preceded by a 72-hour antecedent dry period shall be the basis for the design and implementation of post-construction BMPs.

The current Post Construction Stormwater Management Technical Memorandum (Addendum A) details acceptable design criteria meeting the requirement of the current NPDES Permit No. ALS000017 and shall be the basis for the design and implementation of post-construction BMPs. This document may be amended and re-adopted by the StormWater Management Authority, Inc and/or the Municipal Engineer. A copy of said Memorandum as amended may be obtained from the Municipal Engineer or from the City's website. The latest adopted Memorandum shall prevail in all stormwater designs.

Section 3.2 Design References.

By reference in this Section, the City adopts the following as design references to meet the design standards:

- a) The latest version of the "Alabama Handbook for Erosion Control, Sedimentation Control and Stormwater Management on Construction Sites and Urban Areas", Volumes 1 and 2.
- b) The latest version of the "Low Impact Development Handbook for the State of Alabama".
- c) Any storm water design manual approved by the city that meets the design requirement of this ordinance.

a)

Section 4

APPLICATION REQUIREMENTS

As part of the Land Disturbance Application, all Qualifying Sites shall include the following components:

Section 4.1 Post-Construction BMP Design Description.

Procedures and strategies of the structural BMPs and/or non-structural BMPs that meet the design standards for Qualifying Sites found in Section 3.1 of this ordinance will be submitted to the City for review and approval. Submittal to the City of a post-construction BMP plan for approval by the City must be included as an integral part of the site-plan approval process.

Submittal to the City of a certified as-built of the BMPs and a letter of substantial compliance from the design engineer are required within 120 days of construction completion.

Section 4.2 Post-Construction BMP Inspection Plan Description.

Procedures and strategies that will address inspections of the BMPs to confirm proper function, require corrective actions to poorly functioning or inadequately maintained BMPs, and require record keeping of maintenance activities, inspections, and corrective actions. The City shall perform or require the performance of an inspection by the developer/owner/operator at least once per year. Records of these inspections shall be made available to ADEM upon request and copies shall be provided to the City on an annual basis. The minimum documentation requirements for inspections are as follows:

- a) Facility type;
- b) Inspection date;
- c) Name and signature of qualified inspector;
- d) Site location;
- e) Owner information (name, address, phone number, fax, and email);
- f) Checklist of BMP's that must be inspected and required condition of BMP's to ensure proper functioning. Description of the existing storm water BMP condition that may include the quality of: vegetation and soils, inlet and outlet channels and structures, embankments, slopes, and safety benches; permeable paving; spillways, weirs, and other control structures; and sediment and debris accumulation in storage and forebay areas as well as in and around inlet and outlet structures;
- g) Photographic documentation of all critical storm water BMP components;
- h) Determination of whether the BMP operations and maintenance has adhered to the BMP Operation and Maintenance Plan and any specific maintenance items or violations that need to be corrected by the owner/operator of the storm water control or BMP; and
- i) Maintenance agreements for long-term BMP operations and maintenance.

Section 4.3 Post-Construction BMP Operation and Maintenance Plan Description.

Procedures and strategies that will address adequate long-term operation and maintenance of the BMPs. A BMP Operation and Maintenance Plan shall be a part of the As-Built Evaluation and Certification Form submittal and approval process. The plan shall identify the necessary reoccurring maintenance and operational activities and schedule of

those activities necessary to ensure that the BMPs continue to meet the original design intent and standards of this ordinance. The Operation and Maintenance Plan shall also designate the party that is responsible and funding mechanism necessary to the out the Plan.

One or more of the following shall be applicable (as determined by the City) to establish the responsible party for long-term operation and maintenance. The document(s) shall be provided to the City for review. Upon approval, an executed copy shall be put on file in the Department of Public Services:

- a) The developer's signed statement accepting responsibility for maintenance until the maintenance responsibility is legally transferred to another party.
- b) Written conditions in the sales or lease agreement that require the recipient to assume responsibility for maintenance.
- c) Written conditions in project conditions, covenants, and restrictions for residential properties assigning maintenance responsibilities to a home owner's association or other appropriate group for maintenance of structural and treatment control management practices.
- d) Any other legally enforceable agreement that assigns permanent responsibility for maintenance.

Section 5
ENFORCEMENT AND ABATEMENT

If a responsible party fails or refuses to meet the design, operation, or maintenance standards required by this ordinance, the City, after reasonable notice, may correct a violation of the design standards, operation, or maintenance needs by performing all necessary work to place the measures in proper working condition. In the event that the BMPs become a danger to public safety or public health, which includes water quality, the City shall notify in writing the responsible party for changes to design, operation, maintenance, and repairs of the BMP. Upon receipt of that notice, the responsible party shall have 14 calendar days, or such additional time as the City shall determine to be reasonably necessary to complete the action, to make changes to design, operation, maintenance, and repairs of the measures in an approved manner. In the event that corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this Section shall be billed to the responsible party. If the responsible party refuses to pay the bill, the City is entitled to bring an action against the responsible party to pay, file a lien against the property, or both. Costs shall include interest, collection fees, and reasonable attorney fees.

The City shall also have the authority to issue a Stop Work Order on any other components of the development to ensure that the BMPs are properly installed and maintained.

**Section 6
MISCELLANEOUS**

Section 6.1 Notices.

Whenever the City is required or permitted to:

- a) give a notice to any party, such notice must be in writing; or
- b) deliver a document to any party; such notice or document may be delivered by personal delivery, certified mail (return receipt requested), registered mail (return receipt requested) or a generally recognized overnight carrier, to the address of such party which is in the records of the City or is otherwise known to the City.

Section 6.2 References.

Whenever a Section is referred to in this ordinance, unless the context clearly indicates the contrary, such reference shall be to a section of this ordinance.

Section 6.3 Severability.

The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of law to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

Section 6.4 Captions.

The captions of Sections and sections are for the purpose of reference only, and such captions shall not affect the meaning of any provision of this ordinance.

Section 6.5 Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore, this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Section 6.6 Effective Date.

This Ordinance Number 2771 shall be published/posted as required by Alabama Law and shall become effective on July 1, 2018.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2771 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 11th day of June, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5064

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5064 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 11th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

5/31/18

To: Rebecca Leavings

From: Sgt. Gaston, Officer Wilson

Re: Surplus City Property

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

- 2013 Chevrolet Tahoe VIN: 1GNLC2E04DR369607

Please contact me with any questions or concerns.

Thanks, Sgt. Gaston ext.#1137

Officer Wilson ext.#1110

RESOLUTION NUMBER 5065

**A RESOLUTION ACCEPTING THE 2016-2017 AUDIT
FOR THE CITY OF VESTAVIA HILLS, ALABAMA**

WHEREAS, the audit for the fiscal year 2016-2017 has been submitted to the Mayor and the City Council for review; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to accept the audit performed by Carr, Riggs, and Ingram, LLC.

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

1. That the City Council wishes to accept the audit for the fiscal year 2016-2017; and
2. That a copy of the submitted audit be affixed to this resolution marked "Exhibit A."

ADOPTED and APPROVED this the 11th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Exhibit A - Resolution No. 5065
Carr, Riggs & Ingram, LLC
3700 Colonnade Parkway
Suite 300
Birmingham, AL 35243

(205) 933-7822
(205) 933-7944 (fax)
www.cricpa.com

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the City Council
City of Vestavia Hills, Alabama

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Vestavia Hills, Alabama (the City), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 7, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those

provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

Birmingham, Alabama
June 7, 2018

City of Vestavia Hills, Alabama

Financial Statements

September 30, 2017



CRI CARR
RIGGS &
INGRAM

CPAs and Advisors

CRIcpa.com

City of Vestavia Hills, Alabama
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September 30, 2017

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Independent Auditors' Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Vestavia Hills, Alabama (the "City") as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Vestavia Hills, Alabama, as of September 30, 2017, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedules listed in the table of contents as "required supplementary information" be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 7, 2018, on our consideration of the City's internal control over financial reporting and on our

tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

Birmingham, Alabama
June 7, 2018

City of Vestavia Hills
Management's Discussion & Analysis (MD&A)
September 30, 2017

The City of Vestavia Hills' Management Discussion and Analysis report provides an overview of the City's financial activities for fiscal year ended September 30, 2017. Please read the report in conjunction with the City's financial statements and notes to the financial statements that immediately follow this analysis.

Financial Highlights: Significant Items to Note

- ❖ The assets of the City exceeded the liabilities at the close of the 2017 fiscal year by \$69.93 million (net position).
- ❖ The City's net position decreased 2.14% (\$1,532 million) in 2017.
- ❖ The total cost of the City's programs for the 2017 fiscal year was \$43.86 million. The net cost was \$35.47 million after subtracting grants and charges for services.
- ❖ At the end of the 2017 fiscal year, the general fund unassigned fund balance, excluding the City's committed funds for economic stabilization fund balance of \$10.37 million, was \$2.37 million, or 7.27% of the total general fund operating expenses before debt service.
- ❖ Major capital expenditures for the 2017 fiscal year totaled \$12.37 million including \$3.02 million for projects in progress and \$9.35 million for completed projects.
- ❖ The City increased its outstanding General Obligation Warrants by \$6.7 million, exclusive of \$.715 million held in the QECCB Debt Sinking Fund.

Using the Annual Financial Report - An Overview for the User

The annual financial report consists of five parts - *management's discussion and analysis* (this section), the *independent auditors' report*, the *basic financial statements*, *required supplementary information*, and *other supplementary information*.

The City's basic financial statements are comprised of three components: 1) *government-wide financial statements*, 2) *fund financial statements*, and 3) *notes to the basic financial statements*.

Government-Wide Financial Statements - The focus of these statements is to provide readers with a broad overview of the City's finances as a whole, similar to a private-sector business, instead of an individual fund basis.

Government-wide statements report both long-term and short-term information about the City's overall financial status including the capitalization of capital assets and depreciation of all exhaustible capital assets and the outstanding balances of long-term debt and other obligations. These statements report all assets and liabilities perpetuated by these activities using the accrual basis of accounting. The accrual basis takes into account all of the City's current year's revenues and expenses regardless of when cash is received or paid.

This approach moves the financial reporting method for governmental entities closer to the financial reporting methods used in the private sector.

The following *government-wide financial statements* report is on all of the governmental activities of the City as a whole.

The *statement of net position* (on page 5) is most closely related to a balance sheet. It presents information on all of the City's assets (what it owns) and liabilities (what it owes), with the difference between the two reported as net position. The net position reported in this statement represent the accumulation of changes in net position for the current fiscal year and all fiscal years in the past combined. Over time, the increase or decrease in net position reported in this statement may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* (on page 6) is most closely related to an income statement. It presents information showing how the City's net position changed during the current fiscal year only. All of the current year revenues and expenses are accounted for in the *statement of activities* regardless of when cash is received or paid. This statement shows gross expenses and offsetting program revenues to arrive at net cost information for each major expense function or activity of the City. By showing the change in net position for the year, the reader may be able to determine whether the City's financial position has improved or deteriorated over the course of the current fiscal year.

However, the reader will also need to consider non-financial factors, such as changes in the City's property tax base and the condition of the City's infrastructure assets, in order to assess the overall health of the City.

Fund Financial Statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal and internal requirements. All of the funds of the City can be classified as governmental funds.

Governmental Funds - Governmental *fund financial statements* begin on page 7. These statements account for basically the same governmental activities reported in the *government-wide financial statements*. *Fund financial statements* presented herein display information on each of the City's most important governmental funds or *major funds*. This is required in order to better assess the City's accountability for significant governmental programs or certain dedicated revenue. The City's *major funds* are the General Fund, the Capital Projects Fund, Community Spaces Fund and Debt Service Fund.

The *Fund Financial Statements* are measured on the modified-accrual basis of accounting. As a result, the *fund financial statements* focus more on the near term use and availability of spendable resources. The information provided in these statements is useful in determining the City's immediate financial needs. This is in contrast to the accrual-based *government-wide financial statements*, which focus more on overall long-term availability of spendable resources. The relationship between governmental activities reported in the *government-wide financial statements* and the governmental funds reported in the *fund*

financial statements are reconciled on pages 8 and 10 of these financial statements. These reconciliations are useful to readers in understanding the long-term impact of the City's short-term financing decisions.

Notes to the Basic Financial Statements - The *notes to the basic financial statements* provide additional information that is essential for the statements to fairly represent the City's financial position and its operations. The notes contain important information that is not part of the basic financial statements. However, the notes are an integral part of the statements, not an appendage to them. The *notes to the basic financial statements* begin on page 12 in this section.

After the presentation of the basic financial statements, the *required supplementary information* is presented following the notes to the basic financial statements. The *required supplementary information* beginning on page 42 provides a comparison of the adopted budget of the City's General Fund to the actual operating results for the fiscal year. The comparison of this data allows users to assess management's ability to project and plan for its operations throughout the year. Various information regarding changes in the City's net pension liability and employer contributions to the pension plan are also presented in this section.

Analysis of the City of Vestavia Hills' Overall Financial Position

As indicated earlier, net assets may serve over time as a useful indicator of a government's financial position. Refer to *Table 1* when reading the following analysis of net position.

Table 1: Summary of Net Position

	As of September 30, (dollars in thousands)	
	<u>2017</u>	<u>2016</u>
Assets:		
Current and other assets	\$ 20,671	\$ 25,139
Capital assets	<u>141,740</u>	<u>133,836</u>
Total Assets	<u>162,411</u>	<u>158,975</u>
Deferred outflows	<u>8,926</u>	<u>6,875</u>
Liabilities:		
Other liabilities	7,603	10,162
Long-term liabilities	<u>93,804</u>	<u>84,226</u>
Total Liabilities	<u>101,407</u>	<u>94,388</u>
Net position:		
Net investment in capital assets	76,650	77,269
Restricted	1,263	1,420
Unrestricted (deficit)	<u>(7,983)</u>	<u>(7,227)</u>
Total Net Position	<u>\$ 69,930</u>	<u>\$ 71,462</u>

The City's assets exceeded liabilities by \$69.93 million at September 30, 2017.

Net investment in capital assets of \$76.65 million reflects the City's investment in capital assets (e.g., land, infrastructure, buildings, improvements other than buildings, fixtures, furniture, equipment and transportation equipment), less accumulated depreciation and debt related to the acquisition of the assets. Since these capital assets are used in governmental activities, this portion of net assets is not available for future spending or funding of operations.

Restricted net position in the amount of \$1,263,000 represents net assets reserved for payment to the Debt Sinking fund, \$717,000, prepayment of the 2018 debt service, \$500,000, and road and maintenance, \$46,000. Unrestricted net position of (\$7.94) million resulted principally from annual increases over fiscal 2017 in warrant payables, \$6.75 million, and the employees' net pension liability, \$3.29 million (Employees' Retirement System of Alabama).

Analysis of the City of Vestavia Hills' Operating Results

The results of this fiscal year's operations as a whole are reported in detail in the *Statement of Activities* on page 6. *Table 2* below condenses the results of operations for the fiscal year into a format where the reader can easily see the total revenues of the City for the year. It also shows the impact that operations had on changes in net position as of September 30, 2017 and 2016.

Table 2: Summary of Changes in Net Position

	Fiscal Year Ended September 30, (dollars in thousands)	
	2017	2016
Program Revenues:		
Charges for services	\$ 6,725	\$ 6,483
Operating grants/contributions	690	757
Capital grants/contributions	981	299
General Revenues:		
Taxes	30,902	29,773
Utility franchise fees	2,614	2,722
Investment earnings	194	141
Misc	210	328
Sale of assets	16	928
Donated infrastructure assets	-	311
Total Revenues	42,332	41,742
Program Expenses:		
General government	8,527	10,562
Public safety	19,423	18,494
Public works/Public services	11,294	10,139
Library	2,493	2,442

Interest on long term debt	2,126	1,884
Total Expenses	<u>43,863</u>	<u>43,521</u>
Change in net position	(1,531)	(1,779)
Net Position, beginning of year	<u>71,463</u>	<u>73,243</u>
Net Position, ending	<u>\$ 69,932</u>	<u>\$ 71,463</u>

The City's revenues, excluding donated infrastructure assets, which do not provide spendable funds, increased \$.900 million or 2.17%. The increase resulted principally from taxes, \$1.13 million or 3.79%, capital grants/contributions, \$.682 million or 228.09% and charges for services, \$.242 million or 3.73%. The revenue increase was principally offset by decreases in sale of assets, \$.912 million or 98.28%, miscellaneous, \$.118 million or 35.98% and utility franchise fees, \$.108 million or 3.97%.

The City's program expenses increased slightly, \$.295 million or .68%. The slight increase resulted from offsetting increases and decreases occurring from general operations of the city, but chiefly due to increased compensation and related taxes and benefit costs of the public safety division.

Table 3 is a condensed statement taken from the Statement of Activities on page 6 showing the total cost for providing services for five major City activities. Total cost of services is compared to the net cost of providing these services. The net cost of services is the remaining cost of services after subtracting grants and charges for services that the City used to offset the program's total cost. In other words, the net cost shows the financial burden that was placed on all taxpayers for each of these activities. This information allows citizens to consider the cost of each program in comparison to the benefits provided.

Table 3: Net Cost of Government-Wide Activities

	Fiscal Year Ended September 30, 2017	
	(dollars in thousands)	
	Total Cost of Services	Net Cost of Services
General government administration	\$ 8,527	\$ 4,299
Public safety	19,423	18,032
Public works/Public services	11,294	8,662
Library	2,493	2,302
Interest on long term debt	<u>2,126</u>	<u>2,125</u>
Total	<u>\$ 43,863</u>	<u>\$ 35,420</u>

Performance of City Funds

As noted earlier, the City uses fund accounting to control and manage resources in order to ensure compliance with finance-related legal and internal requirements. Using funds to account for resources for particular purposes helps the reader to determine the City's accountability for these resources whether provided by taxpayers and other entities, and to

help to provide more insight into the City's overall financial health. The following analysis of the City's funds should be read in reference to the *fund financial statements* that begin on page 7.

Governmental Funds - The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of available resources. Such information is useful in assessing the City's financial requirements (Note: the reconciliation statement between the *fund financial statements* and the *government-wide financial statements* are presented on pages 8 and 10). At the end of the fiscal year, the City's governmental funds reported a combined fund balance of \$17.91 million, which includes a \$10.37 million committed fund balance to be used for economic stabilization in the event of an unforeseen emergency and \$2.37 million of unassigned general fund balance which is available for future needs.

Budgetary Highlights of the General Fund

On or before October 1 of each year, the City Manager prepares and submits an annual budget to be adopted by the City Council. The fiscal 2017 budget was adopted August 22, 2016. The comparison of the general fund budget to the actual results is detailed in the "Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual" on page 42. The City's actual results as compared to the City's budget can be briefly summarized as follows:

- ❖ Actual revenues exceeded budget by \$.624 million or 1.68%. Fines and forfeitures and fees were under budget totaling \$217,915; however, the decrease was offset due to taxes, licenses and permits, charges for services, grants, proceeds from sale of assets, investment revenues and other revenues exceeding budget totaling \$842,967.
- ❖ Actual expenditures exceeded budget by \$188,335 or .58%. General government administration, public safety and library were under budget totaling \$379,048; however, the decrease was offset due to expenditures exceeding budget in public works, and capital outlay totaling \$567,383. The expenditures exceeding budget were principally within the division of public works (maintenance contracts, sanitation contract, and whiteway & street lighting).

Capital Assets and Debt Administration

Capital Assets - The City's investment in capital assets for governmental activities for the year ended September 30, 2017, amounted to \$76.65 million, net of accumulated depreciation and debt related to the acquisition of the assets. The City's investment in capital assets, which includes land, land improvements, infrastructure, buildings and improvements, fixtures, equipment, vehicles and furniture at actual or estimated historical cost, equipment under capital lease, and construction in progress, is shown in *Table 4*. Assets are presented net of accumulated depreciation.

Table 4: Capital Assets (net of accumulated depreciation)

	Fiscal Year Ended	
	September 30,	
	(dollars in thousands)	
	<u>2017</u>	<u>2016</u>
Land	\$ 80,433	\$ 71,288
Construction-in-progress	3,019	3,077
Infrastructure-in-progress	-	-
Buildings	26,630	27,506
Improvements	6,370	5,004
Recreational facilities	10,292	11,261
Vehicular equipment	2,952	3,490
Equipment and fixtures	4,224	4,327
Books and artwork	684	693
Infrastructure	<u>7,136</u>	<u>7,190</u>
Capital assets, net of depreciation	<u>\$ 141,740</u>	<u>\$ 133,836</u>

Additions to capital assets during the current year included the following:

Donated Infrastructure assets (streets)	\$ 271
Construction-in-progress projects (includes sidewalk design and construction)	1,076
Infrastructure-in-progress project	-
Buildings	61
Land	11,017
Vehicles	154
Equipment, furniture & fixtures	901
Computer equipment and software	94
Books & Artwork	205
Recreational facilities	4
	<u>-</u>
	<u>\$ 13,783</u>

Long-Term Debt - At year-end, the City had \$69.38 million in general obligation warrants, capital leases and compensated absences. This represents an increase of 11.66% in debt over last year fiscal year, as shown in *Table 5* below.

Table 5: Outstanding Debt

As of September 30, 2017
(dollars in thousands)

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Governmental activities:			
Warrants payable	\$ 56,630	\$ 6,875	\$ 63,505
Capital leases	3,424	(80)	3,344
Compensated absences	<u>2,425</u>	<u>93</u>	<u>2,518</u>
Totals	\$ <u>62,479</u>	\$ <u>6,888</u>	\$ <u>69,367</u>

Long-term debt activity for the year consisted of the following:

- ❖ The City reduced its General Obligation Warrants by \$2.6 million but added \$9.5 million in General Obligation Warrants (Series 2017-BB&T1 and Series 2017-BB&T2). The ending balance includes \$715,022 held in the debt sinking fund for the “Qualified Energy Conservation Bonds” (QECB) payment.
- ❖ The reduction in capital leases resulted from the payout of fiscal 2015 capital lease and the addition of fiscal 2018 capital lease (public safety vehicles, (50) self-contained breathing apparatus and equipment, rescue truck, motorcycle, and computers).
- ❖ The long-term liability in compensated absences increased principally due to accumulated compensatory time within the public safety division.
- ❖ A favorable bond rating facilitates the City’s ability to meet financial obligations. Moody’s Investors Service and Fitch Ratings assigned the City of Vestavia Hills a rating of Aa1 and AA+ on “Series 2016 Warrants”. In February 2017, Moody’s upgraded its rating to Aaa.

Economic Factors and Next Year's Budget

Ad Valorem Tax – The City's ad valorem tax is based on an annual reassessment of real property. Over the previous five years, ad valorem taxes have shown some volatility due to inclement weather and tornados which severely damaged and/or destroyed local residence and businesses. The rebuilding of the properties has resulted in increased collections of ad valorem taxes. The corresponding annual percentage changes are reflected below.

Ad Valorem Taxes - Real			
<u>Fiscal Year</u>	<u>Collection</u>	<u>Variance</u>	<u>% Change</u>
2013	11,892,447	(354,342)	-2.90%
2014	12,284,147	391,700	3.30%
2015	12,265,526	(18,621)	-.15%
2016	12,840,240	574,713	4.69%
2017	13,386,482	546,242	4.25%

Personnel Administration Costs – The City's personnel administration is provided by the Personnel Board of Jefferson County (PBJC). Participating municipalities pay an annual fee based on the number of classified employees employed by the municipality times a percentage of the PBJC's operating budget. The City of Vestavia Hills paid \$291,457 in fiscal 2017, \$52,362 more or a 21.91% increase from fiscal 2016.

Medical Costs – The City of Vestavia Hills' health insurance is with the "State of Alabama Local Government Health Insurance Board". In fiscal 2017, Vestavia Hills retained its preferred insurance classification rating resulting from minimal medical claims and 80% or greater employee participation in the State of Alabama Wellness Screening Program. The Alabama Local Government Health Insurance Board increased the annual insurance premium 4% in calendar year 2017, representing a budgeted contribution of \$1.62 million for the City of Vestavia Hills.

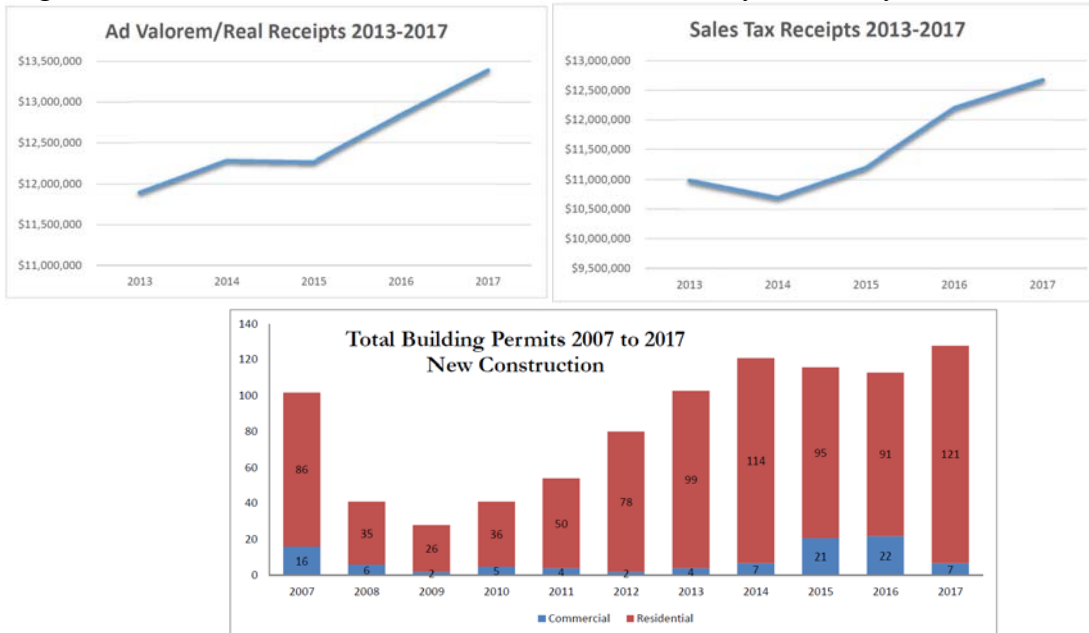
Retirement Costs – The City's retirement program for employees is provided through the Retirement System of Alabama (RSA). Less than favorable economic and market conditions in previous years have resulted in the City's increased required contribution to the program plan. The pension plan is currently funded at 64.71%, reflecting an unfunded liability of \$26.96 million as of the latest measurement date - 2016.

Vestavia Hills' contribution factors for fiscal 2017 were as follows, 13.19% - Tier 1 and 11.13% - Tier 2, representing a budgeted contribution of \$2.16 million.

Cost-of-Living Raise – A 2% cost of living adjustment was included in the 2017 fiscal budget.

Comments from City Manager:

Fiscal Year 2017 was a good year for the City of Vestavia Hills in terms of its continued growth, the introduction of a new elected governing body, and establishment of a set of priorities for improvement of recreational amenities and infrastructure. Growth in terms of households and City revenue metrics were very notable with ad valorem tax (real property) proceeds increasing nearly 5% and sales tax proceeds increasing 3% year over year. The number of building permits issued for new residential construction was at an all-time high as seen in the chart below measuring 121 new residential permits. The City of Vestavia Hills’ largest revenue sources are sales and ad valorem taxes. With these two revenue sources seeing such growth in current year revenue and anticipated future growth from the large influx of new households, the economic sustainability of the City is on a firm footing.



At the beginning of Fiscal Year 2017, the residents of Vestavia Hills elected three new City Councilors, a new Mayor and re-elected one existing City Councilor. While this created a new legislative body, they quickly established a vision to sustain the City’s economic development strategies, broaden the City’s capital improvement plan to include infrastructure as well as recreational improvements while engaging in methods to offer greater opportunities for public involvement in the City’s decision making process. During the year, there were more than thirty public meetings designed to gather the thoughts of Vestavia Hill’s nearly 35,000 residents. Other online tools were also utilized in this community-wide effort. The culmination of the new Council’s efforts resulted in an aspirational “community spaces and infrastructure” plan that is buoyed by the healthy financial trends referenced above as well as an emergency reserve fund valued at 27.37% of actual annual general fund expenses. Furthermore, these financial metrics led to the City’s increase of its credit rating to AAA status from Moody’s Investors Service.

During this year long planning effort, the City experienced record flooding that resulted in damage to our stormwater conveyance system. The unbudgeted expenses associated with construction and repair of this system were managed utilizing a small amount of the City’s financial reserves as represented in the small general fund deficit for Fiscal Year 2017. The

Council's new capital plan will address and mitigate infrastructure weaknesses to minimize future budgetary strains associated with such flooding. Finally, from an action standpoint, the City took a step to invest in the recreational side of its plan through the purchase of a 65,000 square foot building adjacent to City Hall that will serve as the future focal point of community activities in Vestavia Hills. The \$9.1 million purchase was closed in 2017 and the debt service requirements are being fully covered through the continuation of a lease held and guaranteed by Gold's Gym Corporate. Future transition from a leased space to a City occupied space will be matched with a financial plan to accommodate additional expenses.

As can be seen, the City of Vestavia Hills is set to rely upon its economic development plans and strategic capital plans to remain a community of choice in the greater Birmingham region and financially position itself for the ability to meet the Council established vision for the community. The economic development projects that are in queue for the eastern side of the City (Liberty Park) will provide financial growth for years to come in line with the infrastructure and recreational amenity growth desired by the City's residents. Last, but not least, the Vestavia Hills City School system is a crucial component of the viability of Vestavia Hills. Community surveys indicate that 75% of our residents chose to live in Vestavia Hills because of the top rated school system. The new City Council recognizes this fact and has taken numerous actions to assist the separately managed entity with continued excellence. This includes, but is not limited to, financially assisting the system to ensure that household growth is being matched with the Vestavia Hills City School system's implementation of a building program that will increase school system capacity at a pace that equals the City's household growth. The City is in an unprecedented time as far as its growth, vision and ability to execute on the desires of the community. Fiscal Year 2017 financial results mirror these themes and current financial trends appear to continue in the positive direction of 2017.

Contacting the City's Financial Management

This financial report is designed to provide citizens, taxpayers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact Melvin Turner, III, Finance Director - City of Vestavia Hills, 1032 Montgomery Highway, Vestavia Hills, AL 35216, or by calling (205) 978-0128, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Standard Time.

City of Vestavia Hills, Alabama Statement of Net Position

September 30, 2017

	Governmental Activities
Assets	
Cash and temporary investments	\$ 16,974,372
Cash - restricted	1,605,494
Receivables	1,976,506
Inventory	47,645
Prepaid expenses	64,660
Accrued interest	2,622
Land	80,433,267
Construction in progress	3,019,654
Capital assets, net of accumulated depreciation	58,286,999
Total assets	162,411,219
Deferred Outflows of Resources	
Deferred charges - debt refunding	1,506,179
Employer pension contributions subsequent to measurement date	2,132,174
Differences between expected and actual experience	1,626,331
Changes of assumptions on net pension liability	3,257,764
Net difference between projected and actual earnings on plan investments	403,739
Total deferred outflows of resources	8,926,187
Liabilities	
Accounts payable	1,965,926
Court and performance bonds payable	726,221
Unearned revenue	61,133
Accrued interest payable	416,753
Noncurrent liabilities	
Due within one year:	
Compensated absences	377,765
Warrants payable, net	2,973,630
Obligation due under long-term capital leases	1,081,745
Due in more than one year:	
Compensated absences	2,140,666
Warrants payable, net	62,440,613
Obligation due under long-term capital leases	2,261,992
Net pension liability	26,960,824
Total liabilities	101,407,268
Net position	
Net investment in capital assets	76,649,701
Restricted	1,263,538
Unrestricted (deficit)	(7,983,101)
Total net position	\$ 69,930,138

See accompanying notes to basic financial statements.

City of Vestavia Hills, Alabama Statement of Activities

Year ended September 30, 2017

Program Activities	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets
		Fees, Fines and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Total
Primary government					
Governmental activities:					
General government administration	\$ 8,527,537	\$ 3,891,247	\$ -	\$ 290,261	\$ (4,346,029)
Public safety	19,423,395	745,769	645,553	-	(18,032,073)
Public works	11,293,810	1,941,158	-	690,633	(8,662,019)
Library	2,493,376	147,255	44,353	-	(2,301,768)
Interest on long-term debt	2,125,482	-	-	-	(2,125,482)
Total primary government	\$ 43,863,600	\$ 6,725,429	\$ 689,906	\$ 980,894	(35,467,371)

General revenues:

Taxes:

Ad Valorem (real and personal property)	15,043,160
Sales and use	13,667,105
Other taxes	2,191,375
Utility franchise fees	2,613,906
Investment earnings	193,507
Miscellaneous	209,766
Gain on sale of assets	16,055
	<u>33,934,874</u>

Change in net position (1,532,497)

Net position - beginning of year 71,462,635

Net position at end of year \$ 69,930,138

See accompanying notes to basic financial statements.

City of Vestavia Hills, Alabama Governmental Funds Balance Sheet

<i>September 30, 2017</i>	General	Debt Service	Capital Projects
Assets			
Cash and temporary investments	\$ 12,840,744	\$ 500,148	\$ 1,999,404
Cash - restricted	729,265	715,022	161,207
Accounts receivable, net of allowance for uncollectibles	1,846,723	-	-
Accrued interest	-	2,622	-
Inventory	47,645	-	-
Prepaid expenses	64,660	-	-
Interfund receivables	119,261	-	61,299
Total assets	\$ 15,648,298	\$ 1,217,792	\$ 2,221,910
Liabilities			
Accounts payable	\$ 1,502,262	\$ 750	\$ 106,986
Unearned revenue	-	-	-
Court and performance bonds payable	726,221	-	-
Interfund payables	61,299	-	-
Total liabilities	2,289,782	750	106,986
Fund balance			
Nonspendable	112,305	-	-
Restricted for:			
Road maintenance	-	-	-
Debt service requirement	-	1,217,042	-
Committed to:			
Capital projects	-	-	1,760,699
Emergency reserve	10,376,504	-	-
Assigned	500,000	-	354,225
Unassigned	2,369,707	-	-
Total fund balance	13,358,516	1,217,042	2,114,924
Total liabilities and fund balance	\$ 15,648,298	\$ 1,217,792	\$ 2,221,910

See accompanying notes to basic financial statements.

Community Spaces	Other Governmental Funds	Total Governmental Funds
\$ 584,296	\$ 1,049,780	\$ 16,974,372
-	-	1,605,494
-	129,783	1,976,506
-	-	2,622
-	-	47,645
-	-	64,660
-	27,644	208,204
\$ 584,296	\$ 1,207,207	\$ 20,879,503
\$ 20,982	\$ 334,946	\$ 1,965,926
61,133	-	61,133
-	-	726,221
-	146,905	208,204
82,115	481,851	2,961,484
-	-	112,305
-	46,496	46,496
-	-	1,217,042
502,181	-	2,262,880
-	-	10,376,504
-	678,860	1,533,085
-	-	2,369,707
502,181	725,356	17,918,019
\$ 584,296	\$ 1,207,207	\$ 20,879,503

City of Vestavia Hills, Alabama
Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position

September 30, 2017

Fund balance - total governmental funds \$ 17,918,019

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.

Governmental capital assets	\$ 188,849,792	
Accumulated depreciation	<u>(47,109,872)</u>	141,739,920

Deferred outflows of resources related to debt refundings and pensions are applicable to future periods and, therefore, are not reported in the governmental funds balance sheet.

8,926,187

Long-term liabilities are not due and payable in the current period and therefore, they are not reported in the governmental funds balance sheet.

Warrants payable, net	(65,414,243)	
Net pension liability	(26,960,824)	
Compensated absences	(2,518,431)	
Accrued interest payable	(416,753)	
Capital lease payable	<u>(3,343,737)</u>	<u>(98,653,988)</u>

Net position of governmental activities \$ 69,930,138

City of Vestavia Hills, Alabama

Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds

Year ended September 30, 2017

	General	Debt Service	Capital Projects	Community Spaces	Other Governmental Funds	Total Governmental Funds
Revenues						
Taxes	\$ 28,766,487	\$ -	\$ -	\$ -	\$ 1,469,378	\$ 30,235,865
Licenses and permits	4,238,905	-	-	-	149,086	4,387,991
Intergovernmental	-	-	-	-	665,775	665,775
Charges for services	368,373	-	-	-	-	368,373
Fines and forfeitures	330,937	-	-	-	423,175	754,112
Fees	2,669,206	-	-	-	-	2,669,206
Grants	637,553	-	988,894	-	41,060	1,667,507
Proceeds from sale of assets	16,055	-	-	-	-	16,055
Interest revenues	164,227	16,423	8,716	350	3,836	193,552
Library revenues	-	-	-	-	150,547	150,547
Other revenues	617,920	209,481	148,735	245,984	-	1,222,120
Total revenues	37,809,663	225,904	1,146,345	246,334	2,902,857	42,331,103
Expenditures						
Current (operating):						
General government						
administration	5,713,456	11,150	119,678	134,153	595,691	6,574,128
Public safety	17,518,121	-	92,828	-	739,743	18,350,692
Public works	7,349,268	-	409,502	-	1,575,800	9,334,570
Library	1,698,071	-	-	-	44,379	1,742,450
Debt service	-	4,642,137	922,730	-	98,029	5,662,896
Capital outlay	297,205	-	2,874,030	9,110,000	95,400	12,376,635
Total expenditures	32,576,121	4,653,287	4,418,768	9,244,153	3,149,042	54,041,371
Excess of revenues over (under) expenditures	5,233,542	(4,427,383)	(3,272,423)	(8,997,819)	(246,185)	(11,710,268)
Other financing sources (uses)						
Operating transfers in	52,918	4,512,411	739,174	-	137,878	5,442,381
Operating transfers out	(5,389,463)	-	(52,918)	-	-	(5,442,381)
Other financing sources - proceeds of capital lease	-	-	850,130	-	-	850,130
Other financing sources - proceeds of warrants	-	-	-	9,500,000	-	9,500,000
Total other financing sources (uses)	(5,336,545)	4,512,411	1,536,386	9,500,000	137,878	10,350,130
Excess of revenues and other financing sources over (under) expenditures and other financing uses	(103,003)	85,028	(1,736,037)	502,181	(108,307)	(1,360,138)
Fund balance, beginning of year	13,461,519	1,132,014	3,850,961	-	833,663	19,278,157
Fund balance, end of year	\$ 13,358,516	\$ 1,217,042	\$ 2,114,924	\$ 502,181	\$ 725,356	\$ 17,918,019

See accompanying notes to basic financial statements.

City of Vestavia Hills, Alabama
Reconciliation of the Statement of Revenues, Expenditures, and
Changes in Fund Balances of Governmental Funds to the
Government-wide Statement of Activities

September 30, 2017

Net change in fund balances - total governmental funds	\$ (1,360,138)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the government-wide statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.	
Expenditures for capital assets	\$ 12,649,570
Less current year depreciation	<u>(4,699,592)</u>
	7,949,978
Some revenues reported in the government-wide statement of activities do not provide current financial resources and therefore are not reported as revenues in the governmental funds.	
The net effect of transactions involving the disposal of capital assets is to decrease net position.	
	(45,661)
The issuance of long-term debt provides current financial resources to governmental funds, but increases long-term liabilities in the government-wide statement of net position.	
Proceeds of warrants	(9,500,000)
Proceeds of capital leases	(850,130)
Repayment of long-term debt principal (including capital leases) are expenditures in the governmental funds, but reduce long-term liabilities in the statement of net position.	
	3,555,360
Some expenses reported in the government-wide statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	
Difference in pension expense related to deferred outflows of resources and net pension liability	\$ (1,080,379)
Change in long-term compensated absences	(93,182)
Change in accrued interest payable	(68,561)
Amortization of bond premiums/discounts, net	118,686
Amortization of loss on refunding	<u>(158,470)</u>
	(1,281,906)
Change in net position of governmental activities	<u>\$ (1,532,497)</u>

See accompanying notes to basic financial statements.

City of Vestavia Hills, Alabama Notes to Financial Statements Index

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City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Vestavia Hills, Alabama (the “City”) was incorporated on November 8, 1950. The City operates under a Council-Manager form of government organized to comply with the provisions of Title 11, Chapter 43, Sections 20-22 of the Code of Alabama 1975, as amended. The City Council is composed of five officials (four Councilors and the Mayor who serves as President of the Council) elected at-large for concurrent four year terms. The City Manager is appointed by the City Council. The terms of the current administration are scheduled to expire October 31, 2020.

The accounting policies of the City conform to generally accepted accounting principles (GAAP) as applicable to the governmental units. This report, the accounting systems and classification of accounts conform to standards of the Governmental Accounting Standards Board (GASB) or, where applicable, the Financial Accounting Standards Board (FASB). The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this note.

A. Related Organization

The City Council is responsible for appointing the members of the Vestavia Hills Board of Education (the Board). However, the City has no control or influence in the presentation or adoption of the Board's annual operating budget; the City is not responsible for any budget deficits incurred by the Board; and the Board has the authority to issue debt securities, which are neither secured by the City's revenues or obligations of the City. Accordingly, the financial statements of the Board are not presented in the accompanying financial statements because the City is not considered to be financially accountable for the Board.

The City currently receives advalorem taxes from the Jefferson County Tax Collector based on a total millage rate of 49.30 mills. Of the 49.30 mills received from the County, 20.55 mills are kept by the City to fund general government operations and the balance of 28.75 mills is remitted by the City to the Vestavia Hills Board of Education. During the year ended September 30, 2017, the total advalorem taxes remitted to the Board amounted to approximately \$19.2 million and \$247,797 was due the Board of Education at September 30, 2017.

B. Government-Wide Financial Statements

The Statement of Net Position and Statement of Activities display information about the reporting government as a whole. They include funds of the reporting entity except for fiduciary funds and component units that are fiduciary in nature (at year end the City had no fiduciary type activity).

Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange revenues.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

C. Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary (the City has no proprietary or fiduciary funds at year end). An emphasis is placed on major funds within the governmental categories. At a minimum, governmental funds other than the general fund must be reported as major funds if they meet both of the following criteria:

- a. *Ten percent criterion.* An individual governmental fund reports at least 10 percent of any of the following: a) total governmental fund assets, b) total governmental fund liabilities, c) total governmental fund revenues, or d) total governmental fund expenditures.
- b. *Five percent criterion.* An individual governmental fund reports at least 5 percent of the aggregated total for both governmental funds and proprietary funds of any one of the items for which it met the 10 percent criterion.

The funds of the financial reporting entity are described below:

Governmental funds

1. General Fund

The General Fund is the principal fund of the City and is always classified as a major fund. It is used to account for all revenues and expenditures applicable to the general operations of City government which are not properly accounted for in another fund. All general operating revenues which are not restricted or designated as to their use by outside sources are recorded in the General Fund.

2. Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted to expenditures for specified purposes.

3. Debt Service Fund

The Debt Service Fund is used to account for financial resources related to the City's debt service and debt defeasances. The City elects to report this fund as a major fund to enhance consistency from year to year.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Capital Project Funds

Capital Projects Funds are used to account for financial resources that are received and used for the acquisition, construction, or improvement of capital assets. Capital Projects Funds include the Community Spaces Fund.

5. Major and Nonmajor Funds

The General Fund, Capital Projects Fund, Community Spaces Fund, and Debt Service Fund are classified as major funds and are described above.

The remaining Other Governmental Funds (Special Revenue Funds) are classified as nonmajor funds and are described above.

D. Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement focus

On the Government-Wide Statement of Net Position and the Statement of Activities, governmental activities are presented using the "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with their activities are reported.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate. All governmental funds utilize a "current financial resources" measurement focus. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period. Grants and grants receivable are recognized when all the eligibility requirements of the providers have been met.

Basis of accounting

In the Government-Wide Statement of Net Position and Statement of Activities, governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

when "measurable and available". Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are reported when due.

E. Receivables

In the Government-Wide statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivable balances for the governmental activities include sales and use taxes, advalorem taxes, and other taxes.

In the fund financial statements, receivables in governmental funds include the receivables mentioned in the preceding paragraph and other similar intergovernmental revenues since they are usually both measurable and available. Nonexchange transactions collectible but not available are deferred in the fund financial statements in accordance with modified accrual, but not deferred in the government-wide financial statements in accordance with the accrual basis. Interest and investment earnings are recorded when earned only if paid within 60 days since they would be considered both measurable and available.

F. Equity Classifications

Government-wide statements

Equity is classified as net position and displayed in three components:

- a. *Net investment in capital assets* - Consists of capital assets including restricted capital assets, net of accumulated depreciation, construction in progress, land, and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. *Restricted* - Constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. *Unrestricted* - All other net position that do not meet the definition of "restricted" or "net investment in capital assets".

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund statements

In the fund financial statements, governmental funds report aggregate amounts for five classifications of fund balances based on the constraints imposed on the use of these resources. The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form – prepaid items or inventories; or (b) legally or contractually required to be maintained intact.

The spendable portion of the fund balance comprises the remaining four classifications: restricted, committed, assigned, and unassigned.

Restricted fund balance. This classification reflects the constraints imposed on resources either (a) externally by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance. These amounts can only be used for specific purposes pursuant to constraints imposed by formal resolutions of the City Council – the government’s highest level of decision making authority. Those committed amounts cannot be used for any other purpose unless the City Council removes the specified use by taking the same type of action imposing the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned fund balance. The classification reflects the amounts constrained by the City’s “intent” to be used for specific purposes, but are neither restricted nor committed. The City Council and management have the authority to assign amounts to be used for specific purposes. Assigned fund balances include all remaining amounts (except negative balances) that are reported in governmental funds, other than the General Fund, that are not classified as nonspendable and are neither restricted nor committed.

Unassigned fund balance. This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in all governmental funds.

The City has assigned \$500,000 of the General Fund fund balance for the City’s unfunded pension liability.

The City has assigned \$354,225 of the Capital Projects Fund fund balance for encumbrances.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The City has assigned \$678,860 of the Other Governmental Funds fund balance for use as follows: \$355,008 for the City's Emergency 911 Fund, \$290,938 for the Library and \$32,914 for Vehicle Tags.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then committed, assigned, and unassigned – in order as needed.

The City Council has adopted an Emergency Reserve Fund Balance Policy. Under this policy, it is the City's intent to develop and maintain a General Fund Emergency Reserve fund balance representing at least 25% of prior year actual General Fund expenditures (modified accrual basis) plus operating transfers out. The City Council has currently committed \$10,376,504 of General Fund fund balance for economic stabilization in case of an emergency. An emergency that would warrant use of their committed fund balance is defined as an unforeseen non-routine event that generally represents an economic impact to the City greater than 5% of the previous 5 year average of sales tax collections by the City and this event cost can't be absorbed by reducing the current year budgeted expenses, increasing current year budgeted revenue, or the event occurred too late in the year to overcome the impact by adjusting the budget in the normal course of the City's business.

G. Long-term Debt

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Losses resulting from the refunding of bonds are deferred and amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter. Debt issuance costs (except for prepaid insurance costs) are recognized as an expense in the period incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures except as noted above.

H. Expenditures/Expenses

In the government-wide financial statements, expenses are classified by function for the governmental activities.

In the fund financial statements, expenditures are classified as follows:

Governmental Funds – By Character:	Current (further classified by function) Debt Service Capital Outlay
------------------------------------	--

In the fund financial statements, governmental funds report expenditures of financial resources.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Fixed Assets

The accounting treatment for property, plant, and equipment (fixed assets) depends on whether the assets are reported in the government-wide or fund financial statements.

In the government-wide financial statements, fixed assets with initial individual costs of more than \$5,000 and an estimated useful life in excess of one year are accounted for as capital assets. All fixed assets are valued at historical cost, or estimated historical cost if actual is unavailable, except for donated fixed assets which are recorded at their estimated fair value at the date of donation. Historical cost was used to value the majority of the assets.

Depreciation of all exhaustible fixed assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Assets. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by type of assets is as follows:

Buildings	20-50 years
Improvements	10-50 years
Machinery and equipment	3-20 years
Infrastructure	25-50 years

Fund financial statements

In the fund financial statements, fixed assets used in governmental fund operations are accounted for as expenditures of the government upon acquisition.

J. Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration. Any encumbrances outstanding at year-end are reported as assigned, restricted, or committed fund balance as applicable and do not constitute expenditures or liabilities because the commitments will be honored during the subsequent year.

K. Inventory

Inventory items, which consist mainly of garage parts, are valued at cost which approximates market. The cost of inventory is recorded as an expenditure when consumed rather than when purchased.

L. Pension

The Employees' Retirement System of Alabama (the Plan) financial statements are prepared using the economic resources measurement focus and accrual basis of accounting.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions are recognized when due and payable in accordance with the terms of the plan. Expenses are recognized when the corresponding liability is incurred, regardless of when the payment is made. Investments are reported at fair value. Financial statements are prepared in accordance with requirements of the Governmental Accounting Standard Board (GASB). Under these requirements, the Plan is considered a component unit of the State of Alabama and is included in the State's Comprehensive Annual Financial Report.

M. Interfund Transactions

During the course of normal operations, the City incurs numerous transactions between funds to provide services, construct assets, service debt, etc. These transactions are generally reported as operating transfers except in instances where the transfer represents the reimbursement to a fund for expenditures incurred for the benefit of another fund. Remaining fund balances in discontinued funds and non-recurring, non-routine transfers are accounted for as residual equity transfers.

Details of current interfund receivables and payables are as follows:

Payable from	Payable to	Amount
General Fund	Capital Projects Fund	\$ 61,299
Other Governmental Funds	General Fund	119,261
Other Governmental Funds	Other Governmental Funds	27,644
		\$ 208,204

The purpose of the interfund receivable balance to the Capital Projects Fund from the General Fund is for the sales tax capital reserve transfer.

The purpose of the interfund receivable balance to the General Fund from the Other Governmental Funds is for the motor vehicle tag fees due to the General Fund.

The purpose of the interfund receivable balance to the Other Governmental Funds from the Other Governmental Funds is for reimbursement of paving expenses paid from one fund on behalf of the other.

Interfund receivables and payables and transfers between funds within governmental activities are eliminated in the Statement of Net Position and the Statement of Activities.

City of Vestavia Hills, Alabama
Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Transfers for the fiscal year ended September 30, 2017 consisted of the following:

Transfer to	Transfer From		Total
	General Fund	Capital Projects Fund	
Debt Service Fund	\$ 4,512,411	\$ -	\$ 4,512,411
Other Governmental Funds	137,878	-	137,878
Capital Projects Fund	739,174	-	739,174
General fund	-	52,918	52,918
Total	\$ 5,389,463	\$ 52,918	\$ 5,442,381

The purpose of the transfer from the General Fund to the Debt Service Fund is for the reimbursement of debt service paid from the Debt Service Fund.

The purpose of the transfer from the General Fund to the Other Governmental Funds is for operations of the Municipal Court.

The purpose of the transfer from the General Fund to the Capital Projects Fund is for the capital reserve allocation from the General Fund.

The purpose of the transfer from the Capital Projects Fund to the General Fund is to transfer proceeds of debt to be used for capital purchases.

O. Property Taxes

All ad valorem real property taxes levied by municipalities in Jefferson County, Alabama are assessed by the Jefferson County Tax Assessor and collected by the Jefferson County Tax Collector. The Jefferson County Tax Assessor attaches taxes as enforceable liens on property as of September 30 and taxes become due October 1 through December 31. Property taxes not paid by January 1 are considered delinquent. Personal property taxes are also collected by the Jefferson County Tax Collector and are due throughout the year. After collecting property taxes, the Jefferson County Tax Collector remits the City's portion by check on a monthly basis. Taxes collected by the Jefferson County Tax Collector prior to fiscal year end but remitted to the City after September 30 are accrued in the General Fund.

P. Management Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, contingent liabilities and the reported amount of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Deferred outflows/inflows

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City currently has four items that qualify for reporting in this category. The first is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second one is related to pensions resulting from City contributions subsequent to the measurement date that will be recognized as a reduction of net pension liability in 2017. The third one is the difference between expected and actual experience of the pension plan and the fourth one is the difference between projected and actual earnings on plan investments. In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. At this time, the City has no transactions that meets the definition of deferred inflows of resources.

R. Subsequent Events

The City has evaluated subsequent events through the June 7, 2018.

NOTE 2 – CASH AND INVESTMENTS

The City maintains several checking accounts that are separately held by several of the City's funds. In addition, investments may also be held by an individual City fund. Deposits and investments are stated at market values. At year-end, the City's only investments are certificates of deposits that are amortized at cost in accordance with GASB 72.

At year-end, the carrying amount and bank balance of the City's deposit accounts were as follows:

	Carrying Amount	Bank Balance
All funds	\$ 18,579,866	\$ 19,349,715

At September 30, 2017, all of the bank balance of the City's funds was either covered by federal depository insurance or secured by collateral through the Alabama State Treasury's Security for Alabama Funds Enhancement (SAFE) Program. Under the SAFE program, the City's funds are protected through a collateral pool administered by the Alabama State Treasury.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 2 – CASH AND INVESTMENTS (CONTINUED)

Certain banks holding deposits belonging to the state, counties, cities, or agencies of any of these entities must pledge securities as collateral against these deposits. In the event of the failure of a bank, securities pledged by that bank would be liquidated by the State Treasurer to replace the public deposits. If the securities pledged failed to produce adequate funds for that purpose, every bank participating in the pool would share the liability for the remaining balance. At September 30, 2017, all of the City's depositories are participating in the SAFE program.

Included in the carrying amount above are restricted assets totaling \$1,605,494 which included deposits of \$726,221 related to construction, land disturbance, and court appearance bonds. These deposits consist of cash equivalents and are considered restricted as they are payable to various third parties upon completion of a future event. Accordingly, a corresponding liability is recorded for this amount.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 3 – CAPITAL ASSETS

Following is a summary of the changes in the City's capital assets for the year ended September 30, 2017:

	Balance at 9/30/2016	Additions	Disposals/ Retirements/ Completed	Balance at 9/30/2017
Capital assets not being depreciated:				
Land	\$ 71,288,103	\$ 9,145,164	-	\$ 80,433,267
Construction in progress	3,077,438	1,075,893	(1,133,677)	3,019,654
Total capital assets not being depreciated	74,365,541	10,221,057	(1,133,677)	83,452,921
Capital assets being depreciated:				
Land improvements	9,335,655	1,871,786	-	11,207,441
Buildings	30,948,429	35,575	-	30,984,004
Building equipment and fixtures	352,988	25,332	-	378,320
Vehicles	7,496,357	154,395	(329,245)	7,321,507
Equipment	6,609,915	700,935	-	7,310,850
Computer equipment	1,848,900	94,254	-	1,943,154
Recreational equipment	2,125,318	200,388	-	2,325,706
Office furniture and fixtures	2,377,106	-	-	2,377,106
Office equipment	133,715	-	-	133,715
Recreational facilities	22,960,832	3,556	-	22,964,388
Books and artwork	1,597,245	205,285	-	1,802,530
Infrastructure	16,377,466	270,684	-	16,648,150
Total capital assets being depreciated	102,163,926	3,562,190	(329,245)	105,396,871
Less accumulated depreciation for:				
Land improvements	4,331,585	505,518	-	4,837,103
Buildings	3,662,406	916,355	-	4,578,761
Building equipment and fixtures	132,649	20,236	-	152,885
Vehicles	4,005,969	647,317	(283,584)	4,369,702
Equipment	4,545,263	445,133	-	4,990,396
Computer equipment	1,433,476	145,385	-	1,578,861
Recreational equipment	1,730,666	123,224	-	1,853,890
Office furniture and fixtures	957,209	372,874	-	1,330,083
Office equipment	103,043	13,313	-	116,356
Recreational facilities	11,700,006	972,155	-	12,672,161
Books and artwork	904,452	213,626	-	1,118,078
Infrastructure	9,187,140	324,456	-	9,511,596
Total accumulated depreciation	42,693,864	4,699,592	(283,584)	47,109,872
Total capital assets being depreciated, net	59,470,062	(1,137,402)	(45,661)	58,286,999
Governmental activities capital assets, net	\$ 133,835,603	\$ 9,083,655	(1,179,338)	\$ 141,739,920

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 3 – CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions of the primary government as follows:

Governmental activities:

General government administration	\$	1,052,783
Public safety		936,643
Public works		1,959,240
Library		750,926
Total depreciation expense	\$	4,699,592

NOTE 4 – CAPITALIZED LEASES

At September 30, 2017, approximately \$3,711,300 in accumulated depreciation has been recorded in the government-wide financial statements related to assets costing \$7,465,063 purchased under capital leases. The current portion of the outstanding liability related to these capital leases at September 30, 2017 reported in the government-wide financial statements totaled \$1,081,745. The remaining long-term portion of these capital lease obligations reported in the government-wide financial statements totaled \$2,261,992 at September 30, 2017.

The following schedule shows the future minimum lease payments at September 30, 2017:

Fiscal year	Interest	Principal	Total Lease Payment
2018	\$ 54,084	\$ 1,081,745	\$ 1,135,829
2019	35,784	994,103	1,029,887
2020	18,928	812,733	831,661
2021	6,345	258,329	264,674
2022	2,352	163,548	165,900
2023 and thereafter	298	33,279	33,577
Total	\$ 117,791	\$ 3,343,737	\$ 3,461,528

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 5 – ACCOUNTS RECEIVABLE

The following details the description and amounts of accounts receivable for the City:

Sales taxes	\$ 1,140,465
Property taxes	304,348
Franchise fees	133,874
Transport receivable	117,613
Intergovernmental	157,806
Other receivables	122,400
Total	\$ 1,976,506

NOTE 6 – LONG-TERM DEBT

The following is a summary of the changes in long-term debt of the City for the year ended September 30, 2017:

Warrant obligations at September 30, 2016	\$ 56,630,000
Principal payments	(2,625,000)
Debt issuance	9,500,000
Total warrants outstanding	63,505,000
Long-term portion of accumulated compensated absences	2,140,666
Bond issuance discount	(119,293)
Unamortized bond premium	2,028,536
Total long-term debt at September 30, 2017	\$ 67,554,909

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 6 – LONG-TERM DEBT (CONTINUED)

Outstanding warrant obligations of the City at September 30, 2017 consist of the following:

General Obligation Warrants, Series 2008 were issued in the principal amount of \$9,615,000 in February 2009. The warrants bear interest at an average of 4.38%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2028 and are callable on or after February 1, 2019 without premium or penalty, and at which time the warrants are callable at 100% plus accrued interest.	\$ 610,000
General Obligation Warrants, Series 2009-A were issued in the principal amount of \$10,940,000 in December 2009. The warrants bear interest at an average of 3.56%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2028 and are callable at any time without penalty.	890,000
Taxable General Obligation Warrants, Series 2009-B were issued in the principal amount of \$6,070,000 in December 2009. The warrants bear interest at an average of 4.8%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2028 and are callable at any time without penalty.	5,445,000
General Obligation Warrants, Series 2012 were issued in the principal amount of \$11,000,000 in June 2012. The warrants bear interest at an average of 3.5%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2022 and are callable at any time without penalty.	2,760,000
General Obligation Warrants, Qualified Energy Conservation Bonds (QECCB) Series 2013 were issued in the principal amount of \$4,245,000 in May 2013. The warrants bear interest at an average of 2.20%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2033 and are callable at any time without penalty. (Net of \$715,022 held in sinking fund for repayment)	3,529,978
General Obligation Warrants, Series 2013A were issued in the principal amount of \$10,000,000 in December 2013. The warrants bear interest at an average of 4.00%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2033 and are callable at any time without penalty.	10,000,000
General Obligation Warrants, Series 2014 were issued in the principal amount of \$9,605,000 in January 2014. The warrants bear interest at an average of 3.00%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2031 and are callable at any time without penalty.	8,515,000
General Obligation Warrants, Series 2014 (CWSRF-DL) were issued in the principal amount of \$960,000 in September 2014. The warrants bear interest at an average of 2.00%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2034 and are callable at any time without penalty.	840,000
General Obligation Warrants, Series 2015 were issued in the principal amount of \$9,205,000 in August 2015. The warrants bear interest at an average of 2.00%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2028 and are callable at any time without penalty.	8,890,000
General Obligation Warrants, Series 2016 were issued in the principal amount of \$11,810,000 in June 2016. The warrants bear interest at an average of 3.00%, payable semiannually on February 1 and August 1. The warrants mature serially with a final maturity in 2028 and are callable at any time without penalty.	11,810,000
General Obligation Warrants, Series 2017-BB&T1 were issued in the principal amount of \$400,000 in May 2017. The warrants bear interest at an average of 1.98%, payable annually on May 31. The warrants mature serially with a final maturity in 2021 and are callable at any time without penalty.	400,000
General Obligation Warrants, Series 2017-BB&T2 were issued in the principal amount of \$9,100,000 in May 2017. The warrants bear interest at an average of 2.95%, payable annually on May 31. The warrants mature serially with a final maturity in 2021 and are callable at any time without penalty.	9,100,000
Total outstanding	62,789,978
Amount held in sinking fund for QECCB payment	715,022
Total obligation warrants	\$ 63,505,000

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 6 – LONG-TERM DEBT (CONTINUED)

The following schedule shows the debt service requirements at September 30, 2017:

Fiscal year	Debt Service Related to Principal	Debt Service Related to Interest	Total Debt Service
2018	\$ 2,973,630	\$ 2,192,949	\$ 5,166,579
2019	2,970,948	2,094,394	5,065,342
2020	3,083,473	1,986,538	5,070,011
2021	11,586,949	1,868,114	13,455,063
2022	2,990,000	1,521,961	4,511,961
2023-2027	15,730,000	6,001,061	21,731,061
2028-2032	16,290,000	3,153,836	19,443,836
2033-2034	7,880,000	153,932	8,033,932
	<u>\$ 63,505,000</u>	<u>\$ 18,972,785</u>	<u>\$ 82,477,785</u>

The total interest paid by the City during 2017 relative to the above warrants was \$2,017,137.

The City makes annual contributions into an invested sinking fund in the amount of \$171,051 each fiscal year to pay the principal payment on the QECB warrants. This amount is included in the table above as debt service requirements. These amounts are held in the sinking fund and applied to the payment of the principal of the Warrants at maturity on February 1, 2033. The balance in the sinking fund is \$715,022 as of September 30, 2017.

The City issued its General Obligation Warrants, Series 2016, dated July 14, 2016, in the principal amount of \$11,810,000. The Warrant proceeds were used to currently refund the remaining Series 2009-A Warrants and to finance certain capital improvement projects as outlined in the Warrant indenture. Interest is payable semiannually on February 1st and August 1st of each year.

As a result of the refunding the City recorded deferred charges of \$968,875 in the Government-wide Statement of Net Position. These charges represent the difference between the reacquisition price and the net carrying amounts of the refunded warrants. These costs are being amortized over the average remaining life of the refunded warrants. The unamortized portion of these costs as of September 30, 2017 was \$886,453. The transaction resulted in an economic gain of \$669,040.

NOTE 7 – PENSION PLAN

Plan description

The City contributes to the Employees' Retirement System of Alabama (ERS), an agent multiple-employee retirement system, which acts as a common investment and administrative agent for the various state agencies and departments.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 7 – PENSION PLAN (CONTINUED)

The Employees' Retirement System of Alabama (ERS), an agent multiple-employer public employee retirement plan, was established as of October 1, 1945, under the provisions of Act 515 of the Legislature of 1945. The purpose of the ERS is to provide retirement allowances and other specified benefits for state employees, State Police, and on an elective basis, to all cities, counties, towns, and quasi-public organizations. The responsibility for the general administration and operation of ERS is vested in its Board of Control. The ERS Board of Control consists of 13 trustees. The Plan is administered by the Retirement Systems of Alabama (RSA). Title 36-Chapter 27 of the Code of Alabama grants the authority to establish and amend the benefit terms to the ERS Board of Control. The Plan issues a publicly available financial report that can be obtained at www.rsa-al.gov.

The ERS Board of Control consists of 13 trustees as follows:

- 1) The Governor, ex officio.
- 2) The State Treasurer, ex officio.
- 3) The State Personnel Director, ex officio.
- 4) The State Director of Finance, ex officio.
- 5) Three vested members of ERS appointed by the Governor for a term of four years, no two of whom are from the same department of state government nor from any department of which an ex officio trustee is the head.
- 6) Six members of ERS who are elected by members from the same category of ERS for a term of four years as follows:
 - a. Two retired members with one from the ranks of retired state employees and one from the ranks of retired employees of a city, county, or a public agency each of whom is an active beneficiary of ERS.
 - b. Two vested active state employees.
 - c. Two vested active employees of an employer participating in ERS pursuant to § 36-27-6.

Benefits provided

State law establishes retirement benefits as well as death and disability benefits and any ad hoc increase in postretirement benefits for the ERS. Benefits for ERS members vest after 10 years of creditable service. State employees who retire after age 60 (52 for State Police) with 10 years or more of creditable service or with 25 years of service (regardless of age) are entitled to an annual retirement benefit, payable monthly for life. Local employees who retire after age 60 with 10 years or more of creditable service or with 25 or 30 years of service (regardless of age), depending on the particular entity's election, are entitled to an annual retirement benefit, payable monthly for life.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 7 – PENSION PLAN (CONTINUED)

Benefits provided (continued)

Service and disability retirement benefits are based on a guaranteed minimum or a formula method, with the member receiving payment under the method that yields the highest monthly benefit. Under the formula method, members of the ERS (except State Police) are allowed 2.0125% of their average final compensation (highest 3 of the last 10 years) for each year of service. State Police are allowed 2.875% for each year of State Police service in computing the formula method.

Act 377 of the Legislature of 2012 established a new tier of benefits (Tier 2) for members hired on or after January 1, 2013. Tier 2 ERS members are eligible for retirement after age 62 (56 for State Police) with 10 years or more of creditable service and are entitled to an annual retirement benefit, payable monthly for life. Service and disability retirement benefits are based on a guaranteed minimum or a formula method, with the member receiving payment under the method that yields the highest monthly benefit. Under the formula method, Tier 2 members of the ERS (except State Police) are allowed 1.65% of their average final compensation (highest 5 of the last 10 years) for each year of service. State Police are allowed 2.375% for each year of state police service in computing the formula method.

Members are eligible for disability retirement if they have 10 years of credible service, are currently in-service, and determined by the RSA Medical Board to be permanently incapacitated from further performance of duty. Preretirement death benefits are calculated and paid to the beneficiary on the member's age, service credit, employment status and eligibility for retirement.

The ERS serves approximately 846 local participating employers. These participating employers include 287 cities, 65 counties, and 494 other public entities. The ERS membership includes approximately 85,874 participants. As of September 30, 2016, membership consisted of:

Retirees and beneficiaries currently receiving benefits	23,007
Terminated employees entitled to but not yet receiving benefits	1,155
Terminated employees not entitled to a benefit	6,654
Active Members	<u>55,058</u>
Total	<u>85,874</u>

Contributions

Covered members of the ERS contributed 5% of earnable compensation to the ERS as required by statute until September 30, 2011. From October 1, 2011, to September 30, 2012, covered members of the ERS were required by statute to contribute 7.25% of earnable compensation. Effective October 1, 2012, covered members of the ERS are required by statute to contribute 7.50% of earnable compensation. Certified law enforcement, correctional officers, and firefighters of the ERS contributed 6% of earnable compensation as required by statute until September 30, 2011. From October 1, 2011, to September 30, 2012, certified law enforcement, correctional officers, and firefighters of the ERS were required by statute to contribute 8.25% of earnable compensation. Effective October 1, 2012, certified law enforcement, correctional officers, and firefighters of the

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 7 – PENSION PLAN (CONTINUED)

Contributions (continued)

ERS are required by statute to contribute 8.50% of earnable compensation. State Police of the ERS contribute 10% of earnable compensation. ERS local participating employers are not required by statute to increase contribution rates for their members.

Tier 2 covered members of the ERS contribute 6% of earnable compensation to the ERS as required by statute. Tier 2 certified law enforcement, correctional officers, and firefighters of the ERS are required by statute to contribute 7% of earnable compensation. Tier 2 State Police members of the ERS contribute 10% of earnable compensation. These contributions rates are the same for Tier 2 covered members of ERS local participating employers.

The ERS establishes rates based upon an actuarially determined rate recommended by an independent actuary. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with additional amounts to finance any unfunded accrued liability, the pre-retirement death benefit and administrative expenses of the Plan. For the year ended September 30, 2017, the City's active employee contribution rate was 12.07% of covered employee payroll and the City's average contribution rate to fund the normal and accrued liability costs was 11.47%.

The City's contractually required contribution rate for the year ended September 30, 2017 was 13.19% of pensionable pay for Tier 1 employees and 11.13% of pensionable pay for Tier 2 employees. These required contribution rates are based upon the actuarial valuation dated September 30, 2013, a percent of annual pensionable payroll, and actuarially determined as an amount that, when combined with member contributions, is expected to finance the costs of benefits earned by members during the year, with an additional amount to finance any unfunded accrued liability. Total employer contributions to the pension plan were \$2,132,174 for the year ended September 30, 2017.

Net Pension Liability

The City's net pension liability was measured as of September 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as September 30, 2015 rolled forward to September 30, 2016 using standard roll-forward techniques as shown in the following table:

Actuarial assumptions

The total pension liability in the September 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Salary increases	3.75%-7.25%
Investment rate of return	7.75%*

*Net of pension plan investment expense

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 7 – PENSION PLAN (CONTINUED)

Mortality rates for ERS were based on the RP-2000 Combined Mortality Table Projected with Scale AA to 2015 set forward three years for males and two years for females. The rates of mortality for the period after disability retirement are according to the sex distinct RP-2000 Disability Mortality Table.

The actuarial assumptions used in the September 30, 2015 valuation were based on the results of an investigation of the economic and demographic experience for the ERS based upon participant data as of September 30, 2010.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are as follows:

	Target Allocation	Long-Term Expected Rate of Return*
Fixed Income	25.00%	5.00%
U.S. Large Stocks	34.00%	9.00%
U.S. Mid Stocks	8.00%	12.00%
U.S. Small Stocks	3.00%	15.00%
International Developed Market Stocks	15.00%	11.00%
International Emerging Market Stocks	3.00%	16.00%
Real Estate	10.00%	7.50%
Cash	2.00%	1.50%
Total	100.00%	

Discount rate

The discount rate used to measure the total pension liability was the long-term rate of return, 7.75%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that the employer contributions will be made in accordance with the funding policy adopted by the ERS Board of Control. Based on those assumptions, components of the pension plan's fiduciary net position were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 7 – PENSION PLAN (CONTINUED)

Changes in Net Pension Liability

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a)-(b)
Balances at September 30, 2015	\$ 68,863,597	\$ 45,192,865	\$ 23,670,732
Changes for the year:			
Service cost	1,379,763	-	1,379,763
Interest	5,371,641	-	5,371,641
Changes in assumptions	3,809,927	-	3,809,927
Difference between expected and actual experience	141,280	-	141,280
Contributions – employer	-	1,852,693	(1,852,693)
Contributions – employee	-	974,431	(974,431)
Net investment income	-	4,585,395	(4,585,395)
Benefit payments, including refunds of employee contributions	(3,436,179)	(3,436,179)	-
Administrative expense	-	-	-
Transfers among employers	273,131	273,131	-
Net changes	7,539,563	4,249,471	3,290,092
Balances at September 30, 2016	\$ 76,403,160	\$ 49,442,336	\$ 26,960,824

Sensitivity of the net pension liability to changes in the discount rate

The following table presents the City's net pension liability calculated using the discount rate of 7.75%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.75%) or 1-percentage-point higher (8.75%) than the current rate:

	1% Decrease 6.75	Current Discount Rate 7.75	1% Increase 8.75
Plan's Net Pension Liability	\$ 35,988,012	\$ 26,960,824	\$ 19,322,920

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued RSA Comprehensive Annual Report for the fiscal year ended September 30, 2016. The supporting actuarial information is included in the GASB Statement No. 68 Report for the ERS prepared as of September 30, 2016. The auditors' report dated March 27, 2017 on the Schedule of Changes in Fiduciary Net Position by Employer and accompanying notes are also available. The additional financial and actuarial information is available at www.rsa-al.gov.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 7 – PENSION PLAN (CONTINUED)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2017, the City recognized pension expense of \$3,212,553. At September 30, 2017, the reported deferred outflows of resources and deferred inflows of resources related to pensions of the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,626,331	\$ -
Changes of assumptions	3,257,764	-
Net difference between projected and actual earnings on plan investments	403,739	-
Employer contributions subsequent to the measure date	2,132,174	-
Total	\$ 7,420,008	\$ -

The City reported \$2,132,174 as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date which will be recognized as a reduction of the net pension liability in the year ended September 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources to pensions will be recognized in pension expense as follows:

Year Ended September 30:	
2018	\$ 978,967
2019	978,969
2020	1,301,349
2021	689,610
2022	823,560
Thereafter	515,379
Total	\$ 5,287,834

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 8 – ACCUMULATED COMPENSATED ABSENCES

For vacation leave and other compensated absences with similar characteristics, GASB Statement No. 16 requires the accrual of a liability as the benefits are earned by the employees if both of these conditions are met:

- a. The employee's right to receive compensation is attributable to services already rendered.
- b. It is probable that the employer will compensate the employees for the benefits through paid time off or some other means, such as cash payments at termination or retirement.

A City employee receives twelve days of annual vacation for the first twelve years of service; eighteen days of annual vacation during years twelve to twenty-five; and twenty-four days of annual vacation leave after twenty-five years of satisfactory employment. Annual vacation leave can accumulate up to forty days or 320 hours and an employee cannot be paid for annual leave in lieu of time off. At year end, any annual vacation leave over 320 hours is converted hour for hour to sick leave. Employees also earn other compensatory time off for working on city holidays, and other approved circumstances over their normal work week. This compensatory time off accrues in the same manner as overtime pay at a rate of time and a half. There is no annual maximum limit for this compensatory time off and an employee can use it as other time off or is paid for the balance upon separation from the City. Sick leave can be accumulated, but upon separation from service all sick leave is canceled and is not transferable to annual leave. Sick leave can be converted as years of service upon retirement in the Retirement Systems of Alabama.

A liability for vacation pay is reported in the governmental funds only if the obligation has matured, for example, as a result of an employee's resignation or retirement. All vacation pay is accrued when incurred in the government-wide statements. The estimated current portion of accrued vacation at September 30, 2017 reported in the government-wide financial statements is \$377,765. The remaining long-term incurred portion of the accrued vacation of the governmental activities at September 30, 2017 totaled \$2,140,666.

NOTE 9 – POST-EMPLOYMENT BENEFITS

Plan description

The City of Vestavia Hills' medical benefits are provided through a comprehensive medical plan and are made available to employees upon actual retirement.

The earliest retirement eligibility provisions are as follows: 25 years of service at any age; or, age 60 and 10 years of service (called "Tier I members"). Employees hired on and after January 1, 2013 (called "Tier II" members) are eligible to retire only after attainment of age 62 or later completion of 10 years of service.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 9 – POST-EMPLOYMENT BENEFITS (CONTINUED)

Contribution rates

Employees do not contribute to their post-employment benefits costs until they become retirees and begin receiving those benefits. The plan provisions and contribution rates are contained in the official plan documents.

Funding policy

Until fiscal year ending September 30, 2008, the City of Vestavia Hills recognized the cost of providing post-employment medical benefits (the City of Vestavia Hills' portion of the retiree medical benefit premiums) as an expense when the benefit premiums were due and thus financed the cost of the post-employment benefits on a pay-as-you-go basis.

Effective with the Fiscal Year beginning October 1, 2008, the City of Vestavia Hills implemented Government Accounting Standards Board Statement Number 45, *Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions* (GASB 45). The funding policy is not to fund the ARC except to the extent of the current year's retiree funding costs.

In fiscal year ending September 30, 2017, the City of Vestavia Hills' portion of health care funding cost for retired employees totaled \$69,882. These amounts were applied toward the Net OPEB Benefit Obligation as shown in the table on the following page.

Annual required contribution

The City's annual required contribution (ARC) is an amount actuarially determined in accordance with GASB 45. The ARC is the sum of the normal cost plus the contribution to amortize the actuarial accrued liability (AAL). A level dollar, open amortization period of 30 years (the maximum amortization period allowed by GASB 43/45) has been used for the post-employment benefits. The total ARC for the fiscal year beginning October 1, 2016 is \$69,882, as set forth below:

	Medical
Normal cost	\$ 33,660
30-year UAL amortization amount	36,222
Annual required contribution (ARC)	\$ 69,882

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 9 – POST-EMPLOYMENT BENEFITS (CONTINUED)

Net post-employment benefit obligation (asset)

The table below shows the City's net other post-employment benefit (OPEB) obligation (asset) for fiscal year ending September 30, 2017:

	Medical
Annual required contribution	\$ 69,882
Interest on net OPEB obligation	(2,495)
ARC adjustment	3,608
Annual OPEB cost	70,995
Contributions	-
Current year retiree premium	(72,610)
Change in net OPEB obligation	(1,615)
Beginning net OPEB obligation 10/01/16	(62,382)
Ending net OPEB obligation (asset) 09/30/17	\$ (63,997)

Funded status and funding progress

In the fiscal year ending September 30, 2017, the City made no contributions to its post-employment benefits plan. The plan was not funded at all, has no assets, and hence has a funded ratio of zero. As of October 1, 2016, the most recent actuarial valuation, the AAL was \$651,433, which is defined as that portion, as determined by a particular actuarial cost method (the City uses the projected unit credit cost method), of the actuarial present value of post-employment plan benefits and expenses which is not provided by normal cost. Since no plan funding has occurred through fiscal year 2017, the entire actuarial accrued liability of \$651,433 was unfunded.

At September 30, 2017, the City has \$178,305 in the General Fund for future funding of benefits. The City intends to transfer these funds to its post-employment benefits plan at a future date. This \$178,305 will not reduce the AAL until it is transferred to the City's post-employment benefits plan.

	Medical
Actuarial Accrued Liability (AAL)	\$ 651,433
Actuarial Value of Plan Assets	-
Unfunded Act. Accrued Liability (UAAL)	<u>\$ 651,433</u>
Funded Ratio (Act. Val. Assets/AAL)	0%
Covered Payroll (active plan members)	\$ 16,202,772
UAAL as a percentage of covered payroll	4.02%

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 9 – POST-EMPLOYMENT BENEFITS (CONTINUED)

The required schedule of funding progress immediately following the notes to the financial statements presents multiyear trend information about whether the actual value of plan assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations.

Actuarial Methods and Assumptions

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. The actuarial valuation for post-employment benefits includes estimates and assumptions regarding (1) turnover rate; (2) retirement rate; (3) health care cost trend rate; (4) mortality rate; (5) discount rate (investment return assumption); and (6) the period to which the costs apply (past, current, or future years of service by employees). Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

The actuarial calculations are based on the types of benefits provided under the terms of the substantive plan (the plan as understood by the City and its employee plan members) at the time of the valuation and on the pattern of sharing costs between the City and its plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the City and plan members in the future. Consistent with the long-term perspective of actuarial calculations, the actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial liabilities and the actuarial value of assets.

Actuarial cost method

The ARC is determined using the projected unit credit cost method. The employer portion of the cost for retiree medical care in each future year is determined by projecting the current cost levels using the healthcare cost trend rate and discounting this projected amount to the valuation date using the other described pertinent actuarial assumptions, including the investment return assumption (discount rate), mortality, and turnover.

Actuarial value of plan assets

Since the OPEB obligation has not as yet been funded, there are not any assets. It is anticipated that in future valuations, should funding take place, a smoothed market value consistent with Actuarial Standards Board Actuarial Standards of Practice Number 6 (ASOP 6), as provided in paragraph number 125 of GASB Statement 45 will be used.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 9 – POST-EMPLOYMENT BENEFITS (CONTINUED)

Turnover rate

An age-related turnover scale based on actual experience as described by administrative staff has been used. The rates, when applied to the active employee census, produce a composite average annual turnover of approximately 10%. It has further been assumed that 43% of retirees decline medical coverage at retirement and that an additional 27% defer retirement until Medicare eligibility.

Post-employment benefit plan eligibility requirements

Based on past experience, it has been assumed that entitlement to benefits will commence three years after initial eligibility to retire as described above under "Plan Description". In addition, "Tier II" retirement plan members (those hired on and after January 1, 2013) would not be eligible to retire before age 62. Medical benefits are provided to employees upon actual retirement. Entitlement to benefits continue through Medicare to death.

Investment return assumption (discount rate)

GASB Statement 45 states that the investment return assumption should be the estimated long-term investment yield on the investments that are expected to be used to finance the payment of benefits. As of September 30, 2017, the City has allocated \$178,305 in the General Fund for future funding of benefits. Since the City intends to transfer these funds to its post-employment benefits plan at a future date, the valuation has been calculated using a 4% annual investment return assumption.

Health care cost trend rate

The expected rate of increase in medical cost is based on a graded schedule beginning with 8% annually, down to an ultimate annual rate of 5.0% for ten years out and later.

Mortality rate

The 1994 Group Annuity Reserving (94GAR) table, projected to 2002, based on a fixed blend of 50% of the unloaded male mortality rate and 50% of the unloaded female mortality rates, is used. This is a published mortality table which was designed to be used in determining the value of accrued benefits in defined benefit pension plans.

Method of determining value of benefits

The "value of benefits" has been assumed to be the portion of the premium after retirement date expected to be paid by the employer for each retiree and has been used as the basis for calculating the actuarial present value of OPEB benefits to be paid. The employer pays a portion of the medical insurance premiums which are "unblended" as required by GASB 45 for valuation purposes. The portion of the total retiree medical premium (single or family coverage) paid by the employer is 2.5% times the total years of service at retirement, subject to a maximum of 87.5%, a minimum dollar amount of \$240 per month, and a maximum dollar amount of \$600 per month. The employer does not pay for coverage after Medicare eligibility (age 65).

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 9 – POST-EMPLOYMENT BENEFITS (CONTINUED)

Inflation rate

Included in both the Investment Return Assumption and the Healthcare Cost Trend rates above is an implicit inflation assumption of 2.50% annually.

Projected salary increases

This assumption is not applicable since neither the benefit structure nor the valuation methodology involves salary.

Post-retirement benefit increases

The plan benefit provisions in effect for retirees as of the valuation date have been used and it has been assumed for valuation purposes that there will not be any changes in the future.

Below is a summary of OPEB cost and contributions for the last three fiscal calendar years:

	OPEB Costs and Contributions		
	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
OPEB Cost	\$81,669	\$82,300	\$70,994
Contribution	-	-	-
Retiree premium	<u>78,996</u>	<u>80,000</u>	<u>72,610</u>
Total contribution and premium	<u>78,996</u>	<u>80,000</u>	<u>72,610</u>
Change in net OPEB obligation	<u>\$ 2,673</u>	<u>\$ 2,300</u>	<u>\$ (1,616)</u>

NOTE 10 – DEFERRED COMPENSATION PLAN

The City offers its employees deferred compensation plans created in accordance with Internal Revenue Code (IRC) Section 457. The plans, available to all City employees, permit them to defer a portion of their salary until future years. The deferred compensation is payable to employees upon termination, retirement, death, or unforeseen emergency.

It is the opinion of the City's legal counsel that the City has no liability for losses under the plans. Under the plans, participants select investments from alternatives offered by the plan administrators, who are under contract with the City to manage the plans. Investment selection by a participant may be changed from time to time. The City manages none of the investment selections. By making the selection, enrollees accept and assume all risks that pertain to the particular plan and its administration.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 10 – DEFERRED COMPENSATION PLAN (CONTINUED)

The City placed the deferred compensation plans' assets into trust for the exclusive benefit of the plans participants' and beneficiaries' in accordance with Governmental Accounting Standards Board (GASB) Statement No. 32, Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans.

The City has little administrative involvement and does not perform the investing function for the plans. The City does not hold the assets in a trustee capacity and does not perform fiduciary accountability for the plans. Therefore, the City employees' deferred compensation plans created in accordance with IRC 457 are not reported in the financial statements of the City.

NOTE 11 – CONTINGENCIES AND COMMITMENTS

A. Litigation

Several suits have been filed and are pending against the City. In the opinion of management and the City's attorney, these matters are either without merit, are covered by insurance or involve amounts that would not have a material adverse effect on the City's financial statements.

B. Project commitments

As of September 30, 2017, the City had executed contracts for various project commitments in the amount of \$1,934,650. At year end, \$0 had been expended on these construction contracts with \$120,000 assigned in the Fund financial statements.

NOTE 12 – TAX ABATEMENTS

From time-to-time the City enters into economic development incentive agreements on an individual basis with entities that propose to locate businesses within the City, or expand businesses within the City, which are expected to provide a stimulus to the City's economy and tax base. Generally, the agreements provide for a rebate of taxes paid to the City according to formulas contained in the agreements. Some agreements provide for a rebate of sales, use or occupational taxes based on the payment of taxes above a base line and others provide for a sharing of the taxes (percentage rebates) above certain amounts. The agreements have limited terms. The City generally expects to receive increased revenue as a result of the agreements. These incentive agreements require approval by the Mayor and City Council and are authorized by Amendment 772 of the Constitution of Alabama. Some agreements provide for the repayment to the City of the rebated amount if the entity ceases to operate its business for a certain length of time or fails to produce a certain level of employment. As of September 30, 2017 the City has tax abatement agreements with five entities. The amount of taxes rebated during fiscal year 2017 was \$135,658.

City of Vestavia Hills, Alabama Notes to Financial Statements

NOTE 13 – NEW PRONOUNCEMENTS

The Governmental Accounting Standards Board has issued statements that will become effective in subsequent fiscal years. The statements address:

- OPEB—accounting and financial reporting by employers;
- Split-interest agreements;
- Various practice issues (Omnibus); and
- Certain debt extinguishment issues.

The City is currently evaluating the effects that these statements will have on its financial statements for subsequent fiscal years.

Required Supplementary Information

City of Vestavia Hills, Alabama
Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget to Actual—General Fund

Year ended September 30, 2017

	Budget - Original and Final	General Fund Actual	Variance
Revenues			
Taxes	\$ 28,148,530	\$ 28,766,487	\$ 617,957
Licenses and permits	4,200,032	4,238,905	38,873
Charges for services	336,850	368,373	31,523
Fines and forfeitures	350,000	330,937	(19,063)
Fees	2,868,058	2,669,206	(198,852)
Grants	533,671	637,553	103,882
Proceeds from sale of assets	7,500	16,055	8,555
Investment revenues	124,426	164,227	39,801
Other revenues	616,544	617,920	1,376
Total revenues	37,185,611	37,809,663	624,052
Expenditures			
General government administration	5,722,175	5,713,456	8,719
Public safety	17,835,670	17,518,121	317,549
Public works	6,862,034	7,349,268	(487,234)
Library	1,750,851	1,698,071	52,780
Parks and recreation	-	-	-
Debt service	-	-	-
Capital outlay	217,056	297,205	(80,149)
Total expenditures	32,387,786	32,576,121	(188,335)
Excess of revenues over expenditures	4,797,825	5,233,542	435,717
Other financing sources (uses)			
Operating transfers in	52,918	52,918	-
Operating transfers out	(4,850,743)	(5,389,463)	(538,720)
Total other financing sources (uses)	(4,797,825)	(5,336,545)	(538,720)
Excess of revenues and other financing sources over (under) expenditures	-	(103,003)	(103,003)
Fund balances, beginning of year	13,461,519	13,461,519	-
Fund balances, end of year	\$ 13,461,519	\$ 13,358,516	\$ (103,003)

City of Vestavia Hills, Alabama
Schedule of Changes in the Net Pension Liability
and Related Ratios
(As of Measurement Date)

Schedule of Changes in Net Pension Liability	2016	2015	2014
Total pension liability			
Service Cost	\$ 1,379,763	\$ 1,319,081	\$ 1,277,907
Interest	5,371,641	4,970,899	4,747,042
Changes in benefit terms		-	-
Differences between expected and actual experience	141,280	2,132,828	-
Changes of assumptions	3,809,927	-	-
Benefit payments, including refunds of employee contributions	(3,436,179)	(3,390,895)	(3,062,574)
Transfers among employees	273,131	-	-
Net change in total pension liability	7,539,563	5,031,913	2,962,375
Total pension liability - beginning	68,863,597	63,831,684	60,869,309
Total pension liability - ending (a)	\$ 76,403,160	\$ 68,863,597	\$ 63,831,684
Plan Fiduciary Net Position			
Contributions - employer	\$ 1,852,693	\$ 1,777,403	\$ 1,750,292
Contributions - employee	974,431	916,651	851,524
Net investment income	4,585,395	532,576	4,842,808
Benefit payments, including refunds of employee contributions	(3,436,179)	(3,390,895)	(3,062,574)
Transfers among employers	273,131	235,587	245,477
Net change in plan fiduciary net position	4,249,471	71,322	4,627,527
Plan net position - beginning	45,192,865	45,121,543	40,494,016
Plan net position - ending (b)	\$ 49,442,336	\$ 45,192,865	\$ 45,121,543
Net pension liability - ending (a) - (b)	\$ 26,960,824	\$ 23,670,732	\$ 18,710,141
Plan fiduciary net position as a percentage of total pension liability	64.71%	65.63%	70.69%
Covered employee payroll*	\$ 15,839,133	\$ 15,248,055	\$ 14,710,190
Net pension liability as a percentage of covered employee payroll	170.22%	155.24%	127.19%

City of Vestavia Hills, Alabama
Schedule of Employer Contributions
(As of Fiscal Year End)

	2017	2016	2015
Actuarially Determined Contribution	\$ 2,132,174	\$ 1,911,298	\$ 1,829,808
Employer Contributions to Pension Plan	2,132,174	1,911,298	1,829,808
Annual Contribution Deficiency (Excess)	\$ -	\$ -	\$ -
Covered Employee Payroll*	\$ 16,582,596	\$ 15,839,133	\$ 15,248,055
Employer Contributions to Pension Plan as a % of Covered Employee Payroll	12.86%	12.07%	12.00%

*Employer's covered payroll for the year ending 2017 is the total covered payroll for the 12 month period underlying the financial statement.

City of Vestavia Hills, Alabama
Other Post-Employment Benefits
Funding Progress and Trend Information

Post-employment benefits (See Note 9)

The following table shows the City's annual other post-employment benefits (OPEB) cost, percentage of the cost contributed, and the net unfunded OPEB liability (asset):

Post Employment Benefit	Fiscal Year Ended	Annual OPEB Cost	Percentage	Net OPEB Obligation (Asset)
			of Annual Cost Contributed	
Medical	September 30, 2013	85,967	108.01%	(56,565)
Medical	September 30, 2014	89,492	112.06%	(67,355)
Medical	September 30, 2015	81,669	96.73%	(64,682)
Medical	September 30, 2016	82,300	98.42%	(62,382)
Medical	September 30, 2017	70,994	102.28%	(63,998)

Funded status and funding progress

In the fiscal year ending September 30, 2017, the City made no contributions to its post-employment benefits plan. The plan was not funded at all, has no assets, and hence has a funded ratio of zero. As of October 1, 2016, the most recent actuarial valuation, the AAL was \$651,433, which is defined as that portion, as determined by a particular actuarial cost method (the City uses the projected unit credit cost method), of the actuarial present value of post-employment plan benefits and expenses which is not provided by normal cost. Since no plan funding has occurred through fiscal year 2016, the entire actuarial accrued liability of \$651,433 was unfunded.

The following is the schedule of funding progress obtained from the actuarial valuations:

Actuarial Valuation Date September 30	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) -Entry age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	Ratio of UAAL to Covered Payroll (b-a)/c)
2009	-	\$ 980,657	\$ 980,657	0.00%	\$ 13,981,608	7.01%
2010	-	980,657	980,657	0.00%	14,000,000	7.00%
2011	-	933,115	933,115	0.00%	11,006,562	8.48%
2012	-	970,440	970,440	0.00%	13,597,707	7.14%
2013	-	875,360	875,360	0.00%	14,200,951	6.16%
2014	-	910,374	910,374	0.00%	14,046,113	6.48%
2015	-	774,095	774,095	0.00%	15,248,055	5.08%
2016	-	774,095	774,095	0.00%	15,839,133	4.89%
2017	-	651,433	651,433	0.00%	16,202,772	4.02%

City of Vestavia Hills, Alabama Notes to Required Supplementary Information

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. Budgets and budgetary accounting

The City adopts annual budgets for the general fund, capital projects fund, and special revenue funds and such budgets are prepared on a basis consistent with generally accepted accounting principles. Any revisions that alter the total expenditures must be approved by the City Council. The budget of the General fund is presented in the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual. Revenues collected for and submitted to the Board of Education were not budgeted since they were remitted to the Board as received.

The City does not adopt budgets for the Debt Service Fund.

Budget information presented in the financial statements is based on the original budget as adopted by the City Council on August 22, 2016.

NOTE 2 – SCHEDULE OF CHANGES IN NET PENSION LIABILITY

The total pension liabilities presented in these schedules were provided by the Retirement Systems of Alabama's actuarial consultants, Cavanaugh Macdonald Consulting, LLC. The net pension liability is measured as the total pension liability less the components of the plan net position reserved to fund the total pension liability. Those components are annuity savings and pension accumulation. The related ratios show plan net position as a percentage of the total pension liability and the net pension liability as a percentage of covered employee payroll.

NOTE 3 – SCHEDULE OF EMPLOYER CONTRIBUTIONS

Contributions were made in accordance with actuarially determined contribution requirements. The employer contribution rate expressed as a percent of payroll is determined annually by reviewing a variety of factors including benefits promised, member contributions, investment earnings, mortality, and withdrawal experience. The City's employer contribution rates were 12.32% for tier 1 employees (hired before January 1, 2013) and 10.38% for tier 2 employees (hired after January 1, 2013).

Supplementary Information

City of Vestavia Hills, Alabama Combining Balance Sheet—Other Governmental Funds

Year ended September 30, 2017

	State Shared Gasoline Tax Funds			
	Four Cent	Five Cent	Seven Cent	Emergency 911
Assets				
Cash and temporary investments	\$ -	\$ -	\$ 148,235	\$ 293,700
Accounts receivable, net of allowance for uncollectibles	19,458	9,509	39,508	61,308
Interfund receivables	-	-	27,644	-
Total assets	\$ 19,458	\$ 9,509	\$ 215,387	\$ 355,008
Liabilities				
Accounts payable	\$ -	\$ -	\$ 170,214	\$ -
Interfund payable	18,583	9,061	-	-
Total liabilities	18,583	9,061	170,214	-
Fund equity				
Fund balance:				
Restricted for road maintenance	875	448	45,173	-
Assigned	-	-	-	355,008
Total fund equity	875	448	45,173	355,008
Total liabilities and fund equity	\$ 19,458	\$ 9,509	\$ 215,387	\$ 355,008

Court & Corrections	Library	Vehicle Tags	Totals
\$ 7,821	\$ 290,938	\$ 309,086	\$ 1,049,780
-	-	-	129,783
-	-	-	27,644
<u>\$ 7,821</u>	<u>\$ 290,938</u>	<u>\$ 309,086</u>	<u>\$ 1,207,207</u>
\$ 7,821	\$ -	\$ 156,911	\$ 334,946
-	-	119,261	146,905
<u>7,821</u>	<u>-</u>	<u>276,172</u>	<u>481,851</u>
-	-	-	46,496
-	290,938	32,914	678,860
-	290,938	32,914	725,356
<u>\$ 7,821</u>	<u>\$ 290,938</u>	<u>\$ 309,086</u>	<u>\$ 1,207,207</u>

City of Vestavia Hills, Alabama
Combining Statement of Revenues, Expenditures, and Changes in
Fund Balances—Other Governmental Funds

Year ended September 30, 2017

	State Shared Gasoline Tax Funds		
	Four Cent	Five Cent	Seven Cent
Revenues			
Taxes	\$ 2,190	\$ -	\$ 647,164
License and permits	-	-	17,100
Intergovernmental	213,906	105,410	346,459
Fines and forfeitures	-	-	-
Grants	-	-	-
Investment revenues	-	-	1,692
Library revenues	-	-	-
Total revenues	216,096	105,410	1,012,415
Expenditures			
General government administration	-	-	-
Public safety	-	-	-
Public works	216,158	105,427	1,254,215
Library	-	-	-
Debt service	-	-	-
Capital outlay	-	-	-
Total expenditures	216,158	105,427	1,254,215
Excess of revenues over (under) expenditures	(62)	(17)	(241,800)
Other financing sources (uses)			
Operating transfers in	-	-	-
Other financing sources-capital lease	-	-	-
Total other financing sources (uses)	-	-	-
Excess of revenues and other sources over expenditures and other uses	(62)	(17)	(241,800)
Fund balance, beginning of year	937	465	286,973
Fund balance, end of year	\$ 875	\$ 448	\$ 45,173

Emergency 911	Court & Corrections	Library	Vehicle Tags	Totals
\$ 820,024	\$ -	\$ -	\$ -	\$ 1,469,378
-	-	-	131,986	149,086
-	-	-	-	665,775
-	423,175	-	-	423,175
-	-	41,060	-	41,060
-	23	1,262	859	3,836
-	-	150,547	-	150,547
820,024	423,198	192,869	132,845	2,902,857
-	467,091	-	128,600	595,691
644,740	95,003	-	-	739,743
-	-	-	-	1,575,800
-	-	44,379	-	44,379
98,029	-	-	-	98,029
-	-	95,400	-	95,400
742,769	562,094	139,779	128,600	3,149,042
77,255	(138,896)	53,090	4,245	(246,185)
-	137,878	-	-	137,878
-	-	-	-	-
-	137,878	-	-	137,878
77,255	(1,018)	53,090	4,245	(108,307)
277,753	1,018	237,848	28,669	833,663
\$ 355,008	\$ -	\$ 290,938	\$ 32,914	\$ 725,356

City of Vestavia Hills

REQUIRED COMMUNICATIONS
SEPTEMBER 30, 2017



CRI CARR
RIGGS &
INGRAM

CPAs and Advisors

CRIcpa.com



Exhibit A - Resolution No. 5065
Carr, Riggs & Ingram, LLC
3700 Colonnade Parkway
Suite 300
Birmingham, AL 35243

(205) 933-7822
(205) 933-7944 (fax)
www.cricpa.com

June 7, 2018

To the City Council
City of Vestavia Hills, Alabama

Dear City of Vestavia Hill's Council Members:

We are pleased to present the results of our audit of the September 30, 2017 financial statements of the City of Vestavia Hill's (the "City").

This report to the City summarizes our audit, the reports issued and various analyses and observations related to the City's accounting and reporting. The document also contains the communications required by our professional standards.

The audit was designed, primarily, to express an opinion on the City's September 30, 2017 financial statements. We considered the City's current and emerging business needs, along with an assessment of risks that could materially affect the financial statements, and aligned our audit procedures accordingly. We conducted the audit with the objectivity and independence that you, the City Council, expect. We received the full support and assistance of the City's personnel.

At Carr, Riggs & Ingram, LLC (CRI), we are continually evaluating the quality of our professionals' work in order to deliver audit services of the highest quality that will meet or exceed your expectations. We encourage you to provide any feedback you believe is appropriate to ensure that we do not overlook a single detail as it relates to the quality of our services.

This report is intended solely for the information and use of the City, management and others within the City and should not be used by anyone other than these specified parties.

We appreciate this opportunity to meet with you.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Certified Public Accountants

Required Communications

As discussed with management during our planning process, our audit plan represented an approach responsive to the assessment of risk for the City. Specifically, we planned and performed our audit to:

- Perform audit services in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, in order to express an opinion on the City's financial statements for the year ending September 30, 2017 and to report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*;
- Communicate directly with the City Council and management regarding the results of our procedures;
- Address with the City Council and management any accounting and financial reporting issues;
- Anticipate and respond to concerns of the City Council and management; and
- Other audit-related projects as they arise and upon request.

Required Communications

We have audited the financial statements of the City for the year ended September 30, 2017, and have issued our report thereon dated June 7, 2018. Professional standards require that we provide you with the following information related to our audit:

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Auditors' responsibility under Generally Accepted Auditing Standards	<p>As stated in our engagement letter dated July 31, 2017, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.</p> <p>As part of our audit, we considered the internal control of the City over financial reporting. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.</p>
Planned scope and timing of the audit	Our initial audit plan was not significantly altered during our fieldwork.
Significant accounting policies, including critical accounting policies and alternative treatments within generally accepted accounting principles and the auditors' judgment about the quality of accounting principles	<p>The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted during the fiscal year.</p> <p>We noted no transactions entered into by the City during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.</p>
Management judgments and accounting estimates	Please see the following section titled "Accounting Policies, Judgments and Sensitive Estimates and CRI Comments on Quality".
Corrected and Uncorrected Misstatements	Please see the following section titled "Summary of Audit Adjustments".
Potential effect on the financial statements of any significant risks and exposures	No significant risks or exposures disclosed.
Material uncertainties related to events and conditions, specifically going concern issues	No such uncertainties were noted or disclosed.
Other information in documents containing	Our responsibility related to documents (including

Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
audited financial statements	<p>annual reports, websites, etc.) containing the financial statements is to read the other information to consider whether:</p> <ul style="list-style-type: none"> • Such information is materially inconsistent with the financial statements; and • We believe such information represents a material misstatement of fact. <p>We have not been provided any such items to date and are unaware of any other documents that contain the audited financial statements.</p>
Disagreements with management	None.
Management consultation with other independent accountants	None of which we are aware.
Major issues discussed with management prior to retention	None.
Difficulties encountered in performing the audit	None.
Deficiencies in internal control	See Independent auditors' report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with <i>Government Auditing Standards</i>
Fraud and illegal acts	We are unaware of any fraud or illegal acts involving management or causing material misstatement of the financial statements.
Other material written communications	Please see the following section titled "Management Representation Letter".
Other matters	We applied certain limited procedures to the Schedule of Employer Contributions, the Schedule of Changes in Net Pension Asset, and the budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the

Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
	<p>RSI and do not express an opinion or provide any assurance on the RSI.</p> <p>We were engaged to report on the combining financial statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.</p>

Accounting Policies, Judgements and Sensitive Estimates & CRI Comments on Quality

We are required to communicate our judgments about the quality, not just the acceptability, of the City's accounting principles as applied in its financial reporting. We are also required to communicate critical accounting policies and sensitive accounting estimates. The City may wish to monitor throughout the year the process used to compute and record these accounting estimates. The table below summarizes our communications regarding these matters.

AREA	JUDGMENTS & SENSITIVE ESTIMATE	COMMENTS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Capital Assets	Management's estimate of depreciation expense for the City is based on the estimated useful life of property and equipment and is calculated using the straight line method.	We evaluated the key factors and assumptions used to develop the depreciation expense in determining that they are reasonable in relation to the financial statements taken as a whole.
Other Postemployment Benefits	Management's estimate of Annual Required Contributions is projected using the unit credit method, using a level percentage of payroll, amortized over an open 30 year period. The investment return assumption (or discount rate) utilized was 4.00%. Health care cost trend rates were based on market assessments.	We evaluated the assumptions used by the actuary in determining that the Annual Required Contribution was reasonable in relation to the financial statements taken as a whole.
Defined Benefit Pension Plan	The City participates in the Employee Retirement System (ERS), a multiple-employer agent plan administered by RSA. RSA utilizes an independent actuary to estimate for each participating employer their proportionate share of the total pension liability, fiduciary net position, related deferred outflows/inflows and actuarially required contributions in accordance with the provisions of GASB 68. Key assumptions utilized by the actuary in making the estimates required under GASB 68 included a discount rate and estimated rate of return on plan investments.	We evaluated the assumptions used by the actuary in estimating the City's proportionate share of the total pension liability, the fiduciary net position, and the related deferred outflows/inflows and found them to be in accordance with the provisions of GASB 68 and reasonable in relation to the financial statements taken as a whole.

Summary of Audit Adjustments

During the course of our audit, we accumulate differences between amounts recorded by the City and amounts that we believe are required to be recorded under GAAP reporting guidelines. Those adjustments are either recorded (corrected) by the City or passed (uncorrected). All proposed adjustments were recorded by the City.

QUALITATIVE MATERIALITY CONSIDERATIONS

In evaluating the materiality of audit differences when they do arise, we consider both quantitative and qualitative factors, for example:

- Whether the difference arises from an item capable of precise measurement or whether it arises from an estimate, and, if so, the degree of imprecision inherent in the estimate.
- Whether the difference masks a change in earnings or other trends.
- Whether the difference changes a net decrease in assets to addition, or vice versa.
- Whether the difference concerns an area of the City's operating environment that has been identified as playing a significant role in the City's operations or viability.
- Whether the difference affects compliance with regulatory requirements.
- Whether the difference has the effect of increasing management's compensation – for example, by satisfying requirements for the award of bonuses or other forms of incentive compensation.
- Whether the difference involves concealment of an unlawful transaction.

Management Representation Letter

June 7, 2018

Carr, Riggs & Ingram, LLC
3700 Colonnade Parkway
Suite 300
Birmingham, AL 35243

This representation letter is provided in connection with your audit(s) of the financial statements of the City of Vestavia Hills, Alabama (the City), which comprise the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information as of September 30, 2017, and the respective changes in financial position for the year then ended, the related notes to the financial statements and required supplementary information and other supplementary information, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of June 7, 2018, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 31, 2017, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 8) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 9) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Additional information that you have requested from us for the purpose of the audit.
 - b) Additional information that you have requested from us for the purpose of the audit.

Management Representation Letter

- c) Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the City or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 10) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
 - 11) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
 - 12) We have no knowledge of any fraud or suspected fraud that affects the City and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
 - 13) We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
 - 14) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
 - 15) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
 - 16) We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.

Government—specific

- 17) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 18) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 19) The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 20) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.
- 21) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 22) We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 23) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 24) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered

Management Representation Letter

for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

- 25) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, Melvin Turner, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
- 26) The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 27) The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 28) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 29) The financial statements properly classify all funds and activities, in accordance with GASB Statement No. 34.
- 30) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 31) Components of net position (net investment in capital assets; restricted; and unrestricted), and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 32) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 33) Provisions for uncollectible receivables have been properly identified and recorded.
- 34) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 35) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 36) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 37) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 38) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 39) We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 40) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 41) We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.

Management Representation Letter

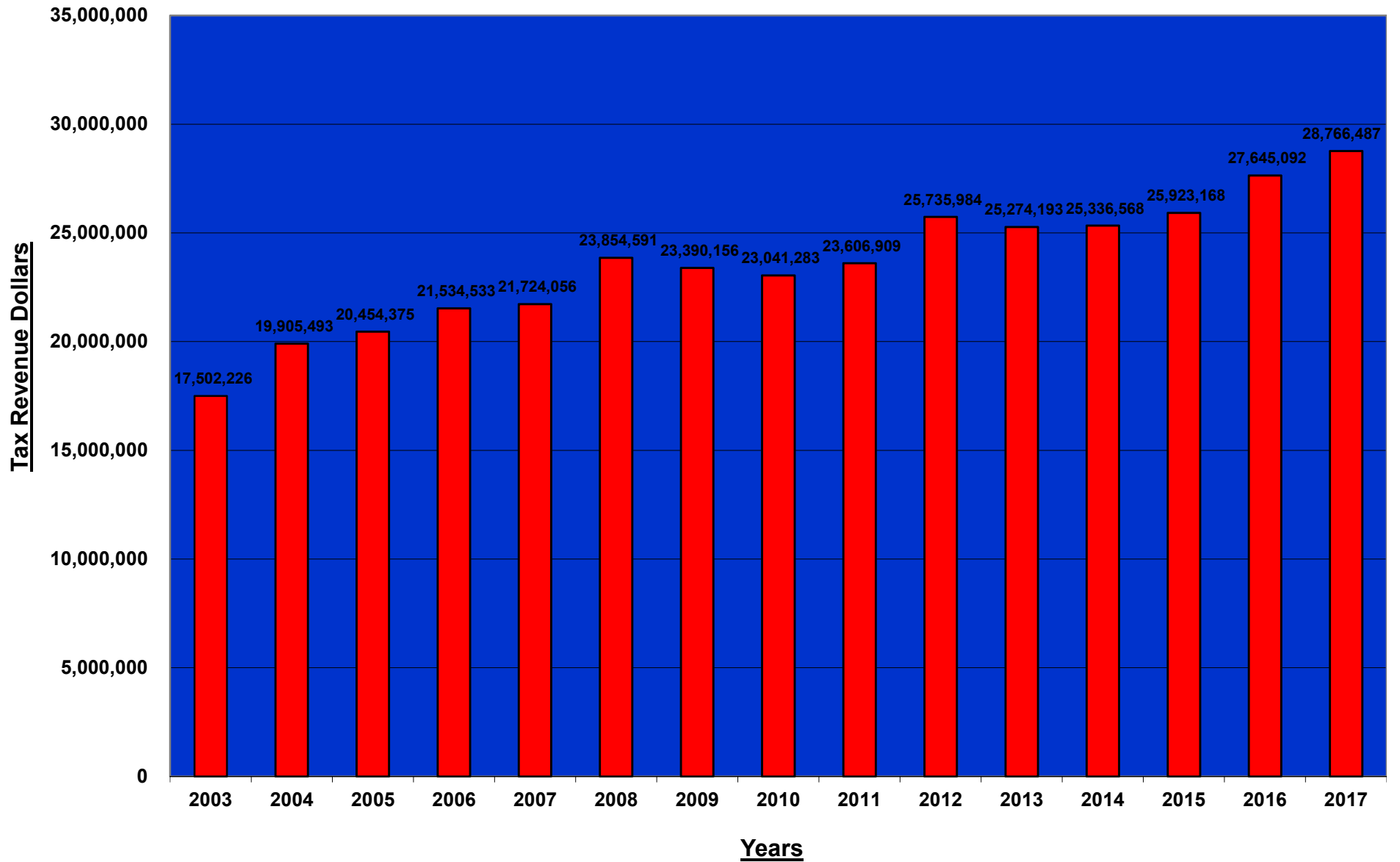
42) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

Signature: _____ Signature: _____

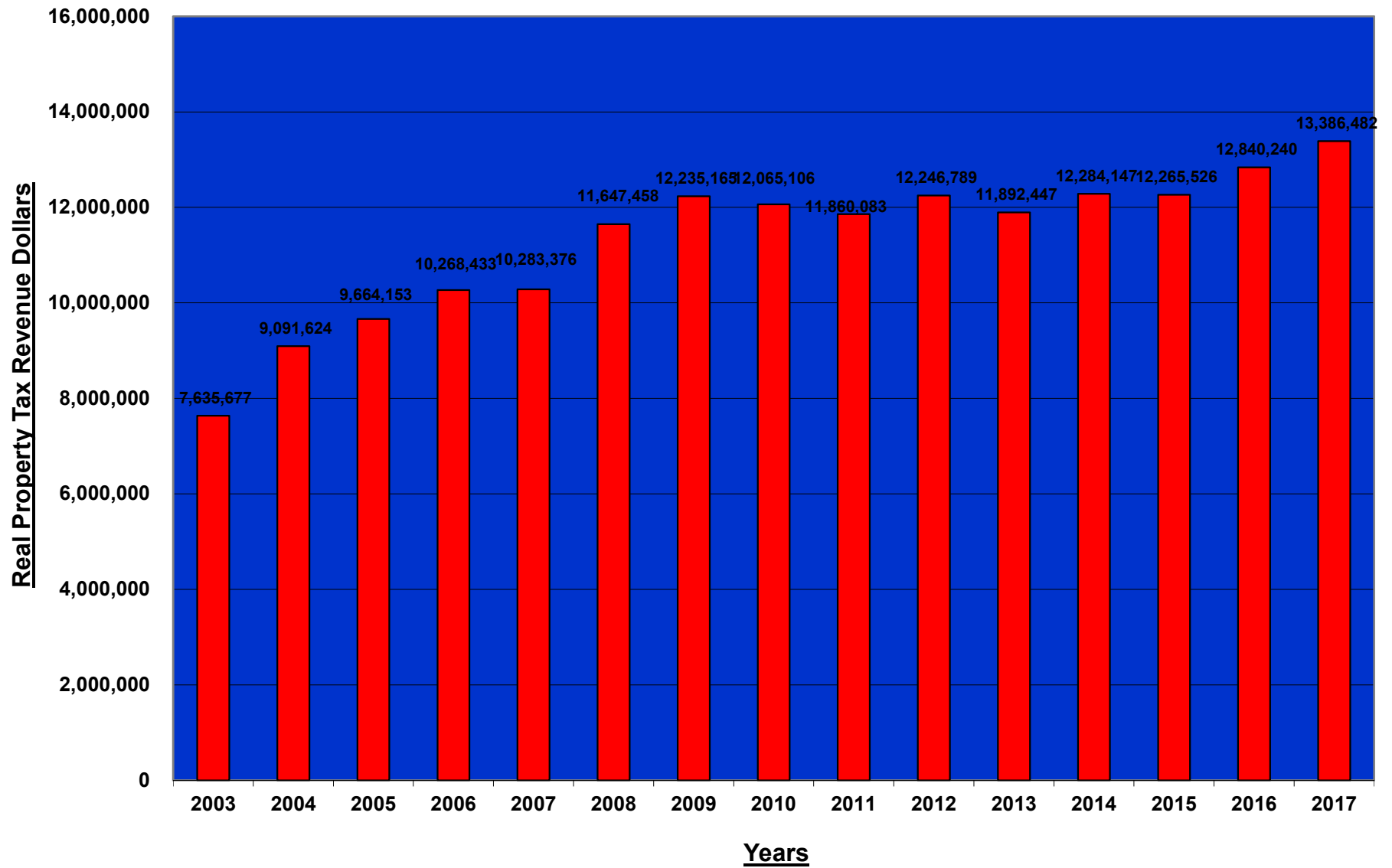
Title: _____ Title: _____

City of Vestavia Hills, Alabama

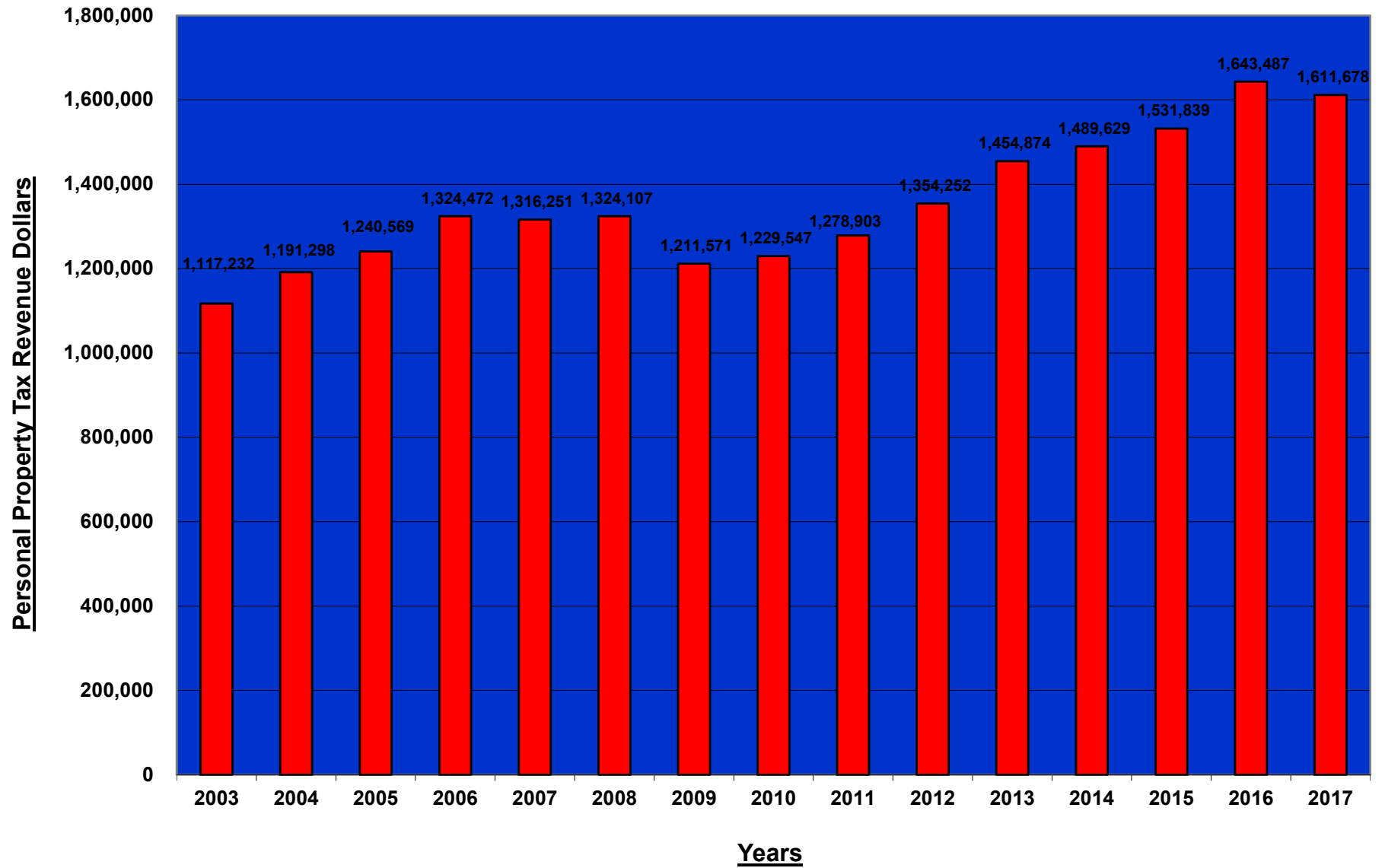
General Fund Tax Revenues



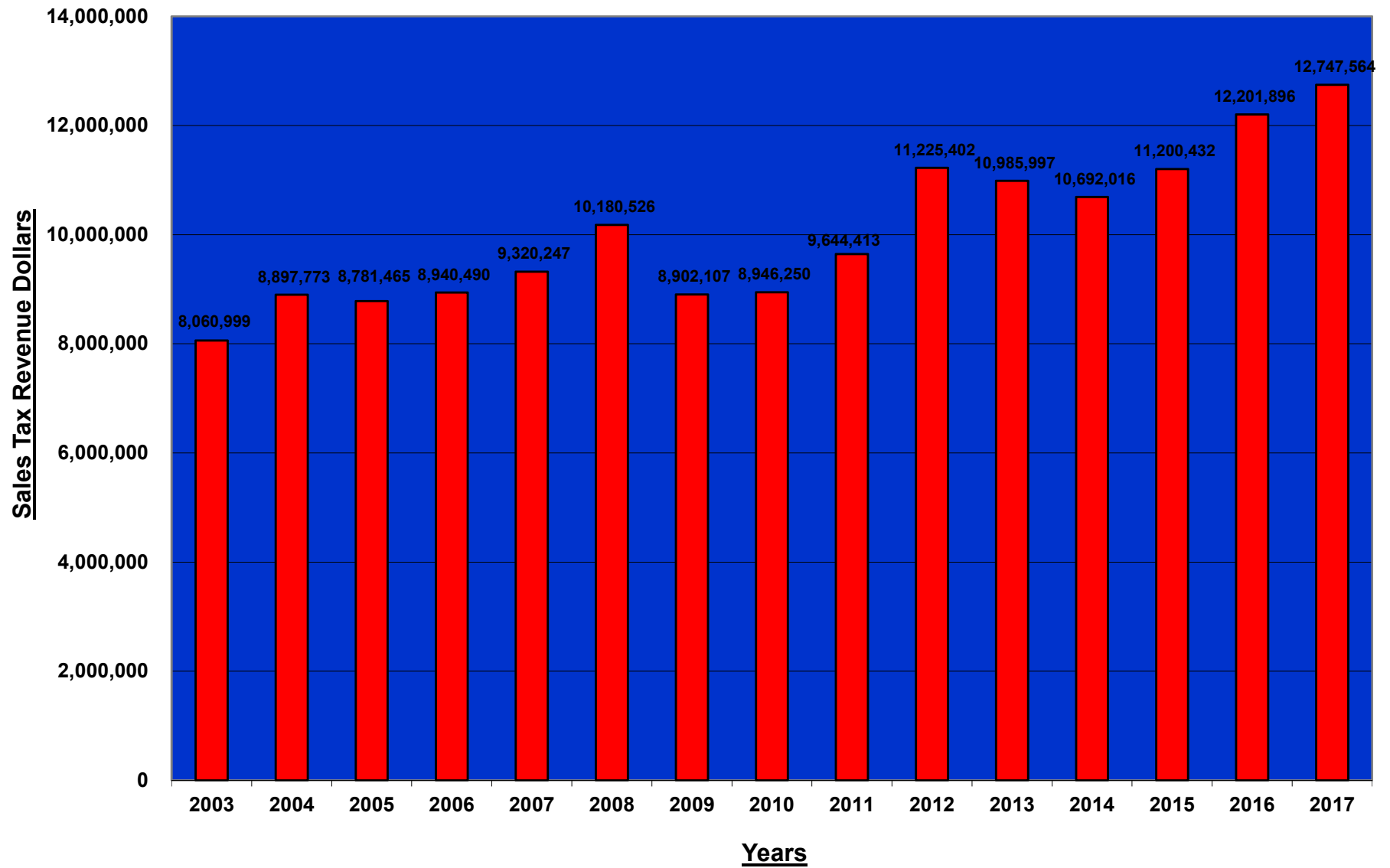
General Fund Real Property Tax Revenues



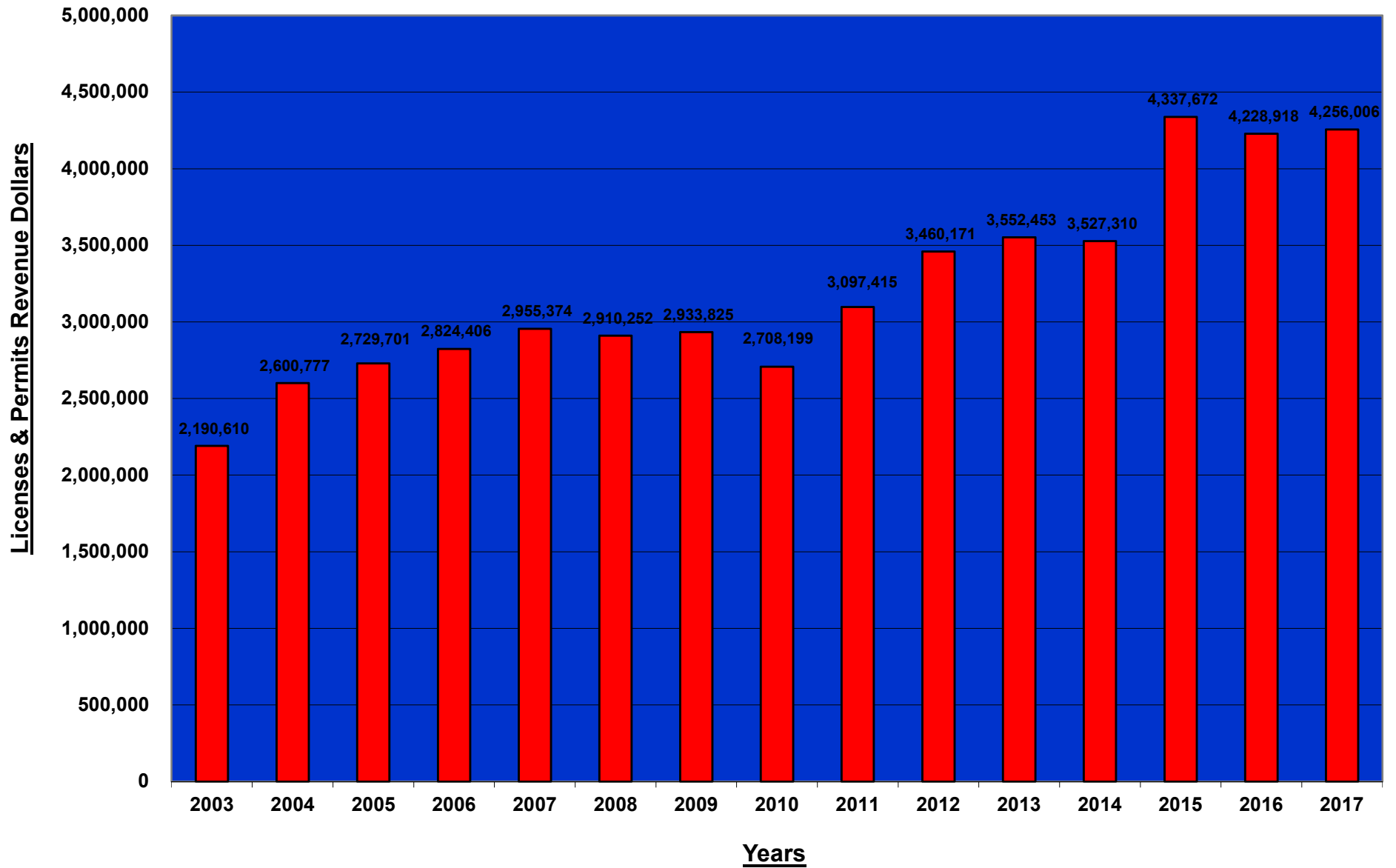
General Fund Personal Property Tax Revenues



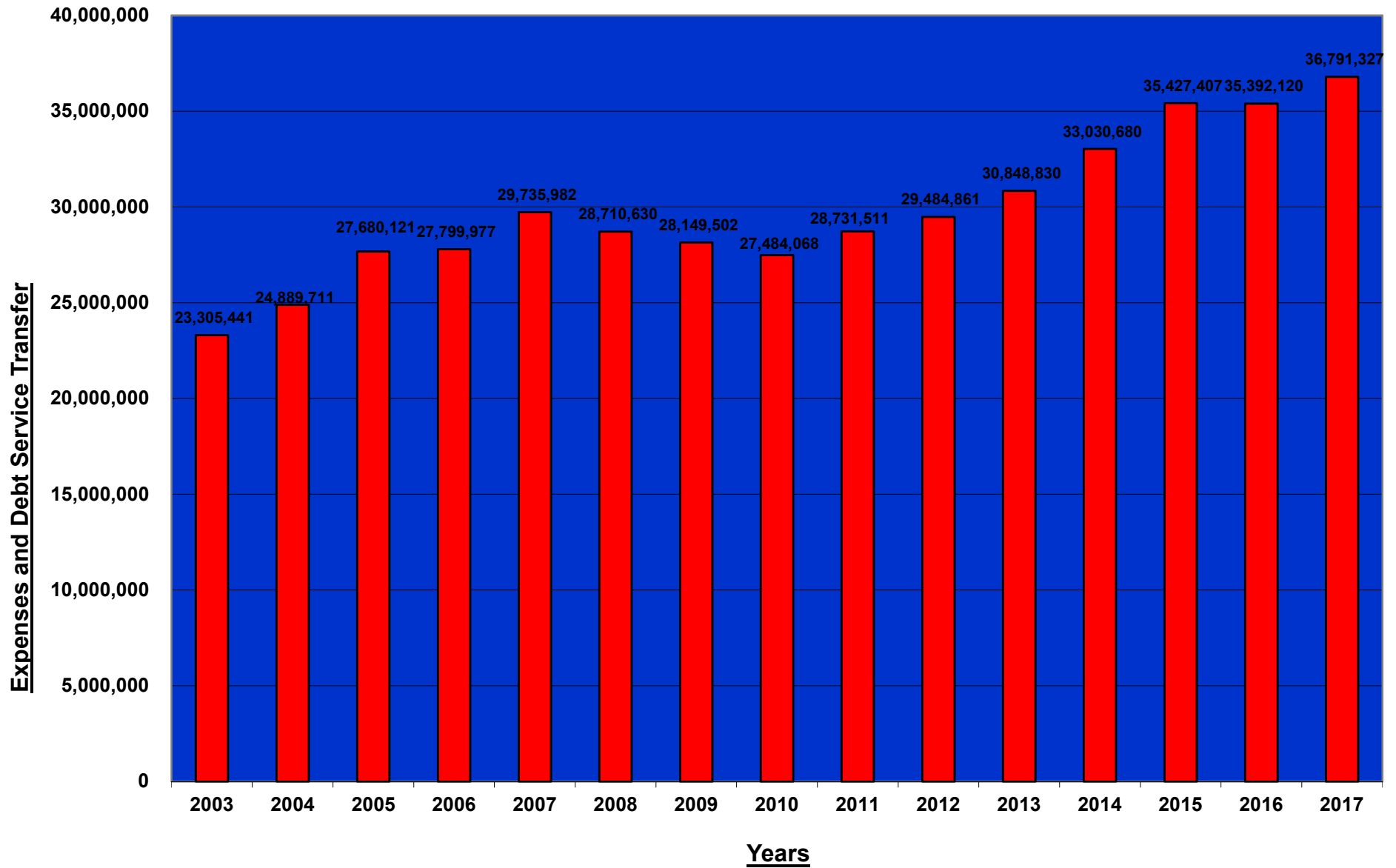
General Fund Sales Tax Revenues



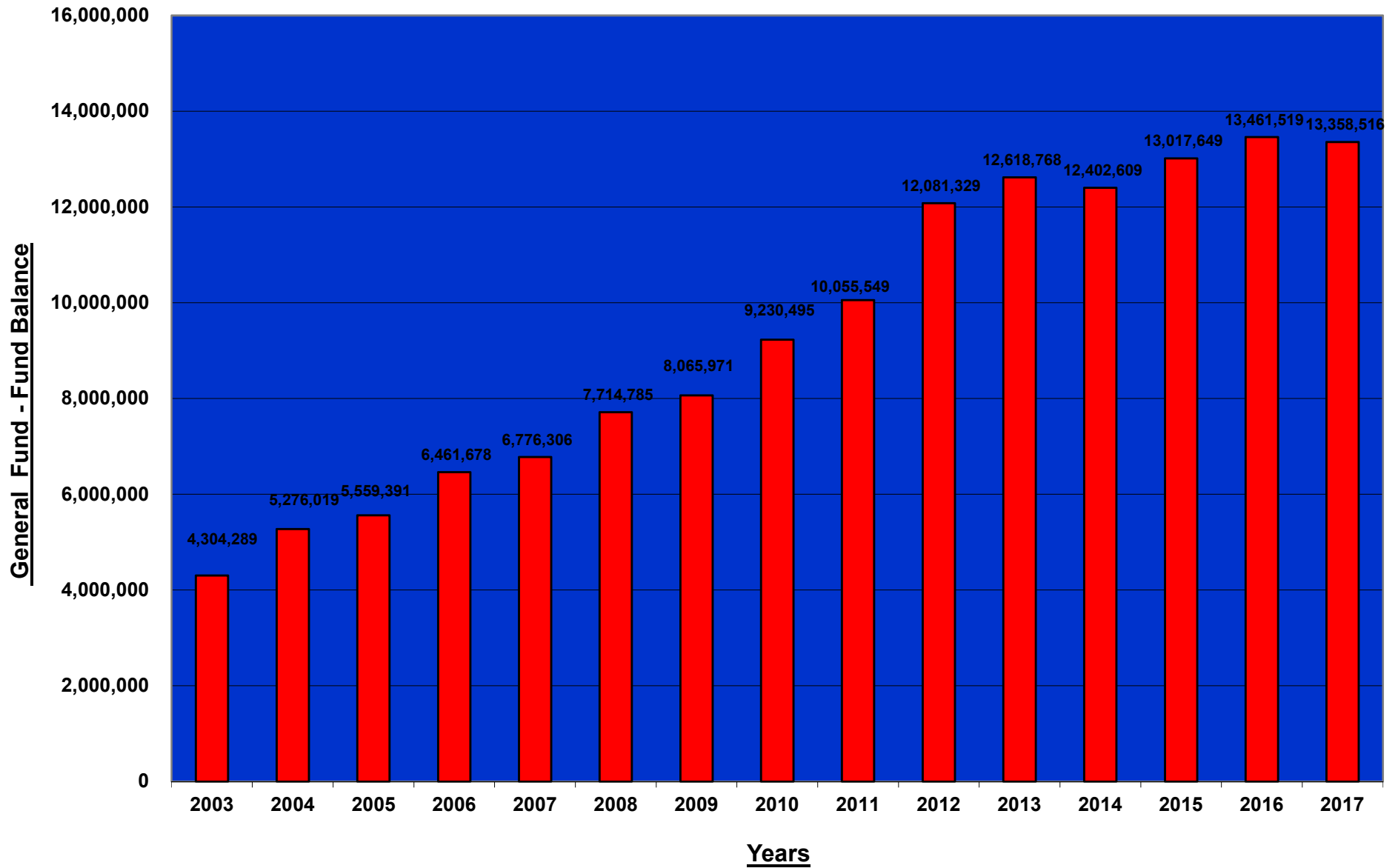
General Fund Licenses & Permits Revenues



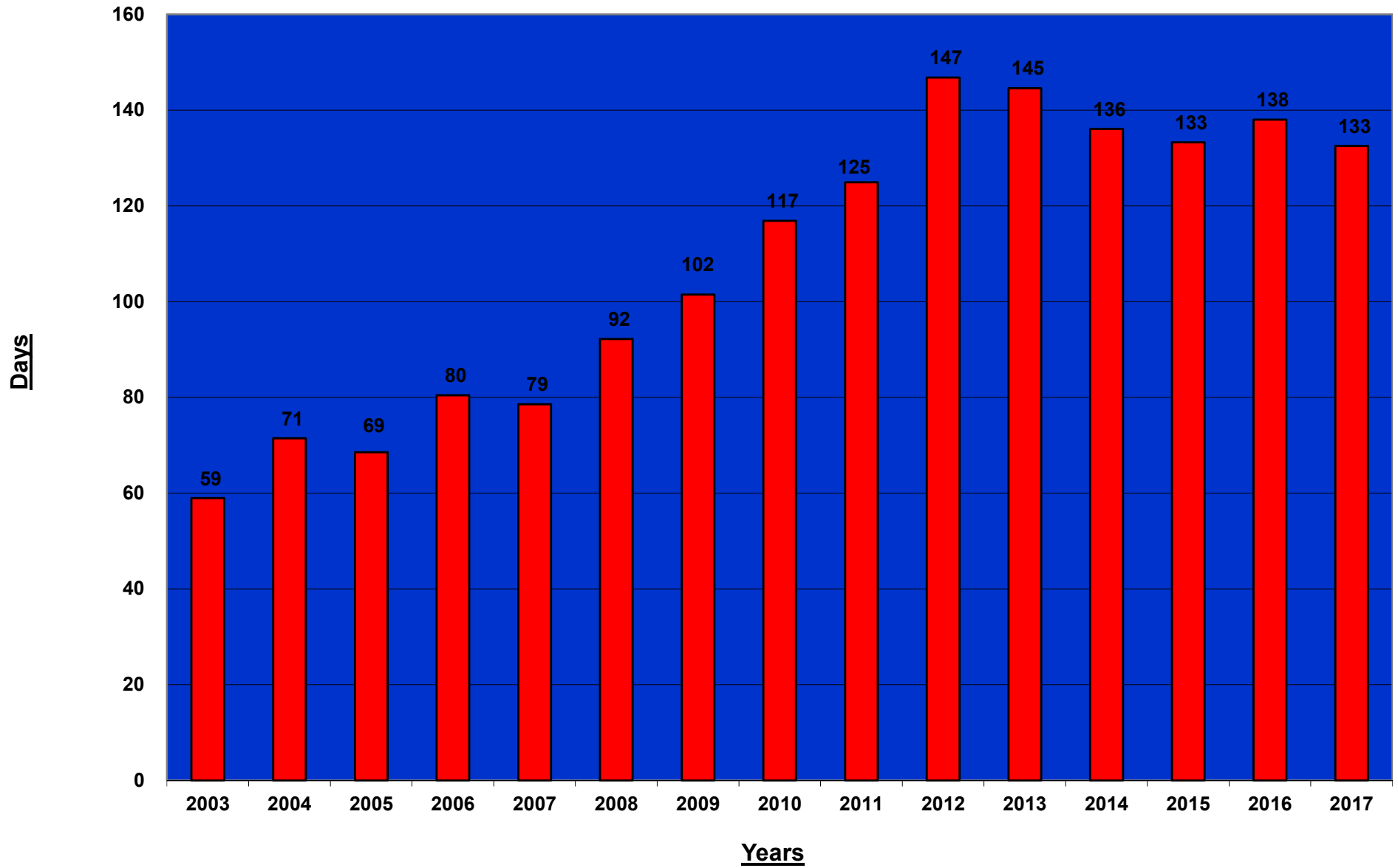
General Fund Operating Expenses (including Debt Service Transfer)



General Fund - Fund Balance



Unreserved General Fund Balance - Operating Expense (including Debt Service Transfer) in Days



RESOLUTION NUMBER 5066

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NEEL-SCHAFFER, INC., FOR DESIGN SERVICES OF PROJECT NO. CMAQ-7030(600); SIDEWALKS ALONG CR-42 (MASSEY ROAD) FROM SR-3 (US-31, MONTGOMERY HIGHWAY) TO COLUMBIANA ROAD IN THE CITY OF VESTAVIA HILLS, JEFFERSON COUNTY

WHEREAS, on February 24, 2014, the City Council adopted and approved Resolution Number 4553 authorizing the City Manager to execute and deliver an agreement with Neel-Schaffer, Inc. (“the Consultant”), for design services for Project No. CMAQ-7030(600) for repairs along Massey Road; and

WHEREAS, the consultant recognized the need for the roadway to be widened to 22’ in the area where the roadway is being reconstructed thus requiring a redesign order to accommodate the wider roadway along with changes to the geotechnical analysis and report to reflect said changes; and

WHEREAS, the Consultant has submitted a supplemental agreement No. 2 detailing the anticipated costs of \$60,000 of which the City will be responsible for approximately 20% of said costs, an amount estimated at \$12,000; and

WHEREAS, a copy of said supplemental agreement is marked as Exhibit A, attached to and incorporated into this Resolution Number 5066 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said recommendations and retain the Consultant for the revisions through the execution of the supplemental agreement as detailed in Exhibit A.

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

1. The City Manager is hereby authorized to execute and deliver a supplemental agreement with Neel-Schaffer, Inc., for design services of Project No. CMAQ-7030(600); Sidewalks along CR-42 (Massey Road) From SR-3 (US-31, Montgomery Highway) To Columbiana Road In The City Of Vestavia Hills, Jefferson County; and
2. Said agreement is marked as Exhibit A, attached and incorporated into this Resolution Number 5066 as though written fully therein; and

3. This Resolution Number 5066 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 25th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGION ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962

Kay Ivey
Governor

John R. Cooper
Transportation Director

March 9, 2018

Mr. Christopher Brady
City Engineer, City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

RE: Jefferson County
Project No. CMAQ-7030(600)
Sidewalks Along CR-42(Massey Rd) from SR-3
(US-31, Montgomery Hwy) to CR-99 (Columbiana
Rd) in Vestavia Hills

Dear Mr. Brady,

Reference is made to the negotiated supplemental man-day and fee proposal from Neel-Schaffer, Inc. to perform additional work on the above-referenced project.

The overhead rate and operating margin will be as previously approved by the Bureau of Finance and Audits, External Audit Section.

Attached is a copy of the supplemental man-day and fee proposal as submitted by the consultant. After consideration of the work involved in the request, for additional Field Survey work, the Region agrees with the amount of \$13,583; for additional Geotechnical work, the Region agrees with the amount of \$6,946; for the additional Right-of-Way work, the Region agrees with the amount of \$25,985; for additional Roadway Plan Design work, the Region agrees with the amount of \$12,764; Therefore, the maximum fee has been approved for the amount of \$59,278. We feel this fee amount is just and fair compensation for the required work in this supplement.


The City of Vestavia may proceed with the supplemental agreement with Neel-Schaffer, Inc, using the aforementioned fee.

If we can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

DL/LAT/ddr
Attachment

By: 
Lance A. Taylor, P.E.
Asst. Region Engineer, Pre-Construction

Cc: Project File

March 20, 2018
NSI Project No. 11357

Mr. Christopher Brady, P. E.
City Engineer
City of Vestavia Hills
513 Montgomery Highway
P.O. Box 660854
Vestavia Hills, AL 35266-0854

RE: SUPPLEMENTAL AGREEMENT NO. 2
Project No. CMAQ-7030(600)
Sidewalks along CR-42 (Massey Road)
From SR-3 (US-31, Montgomery Highway) to
Columbiana Road in the City of Vestavia Hills
Jefferson County

Dear Christopher:

Enclosed is Supplemental Agreement No. 2 to the original Agreement between the City of Vestavia Hills and Neel Schaffer, Inc. dated February 25, 2014.

This supplemental agreement is being submitted for your approval and issuance of a notice to proceed with the work.

Should you have any questions concerning this submittal or need any additional information, do not hesitate to contact me at 205.912.8541.

Sincerely,
NEEL-SCHAFFER, INC.



Bob Portera, P.E.
Transportation Engineer Manager

Enclosures
Cc: File

**SUPPLEMENTAL AGREEMENT NO. 2
TO
THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF VESTAVIA HILLS
AND
NEEL-SCHAFFER, INC.**

WHEREAS: The **City of Vestavia Hills (CITY)**, and **NEEL-SCHAFFER, INC. (CONSULTANT)** entered into an **AGREEMENT** on February 25, 2014 to perform engineering and environmental studies, prepare required environmental documents, secure corridor approval, perform field surveys, perform geotechnical investigations and reporting and prepare contract plans for improvements to Massey Road from US-31 (Montgomery Highway) to Columbiana Road in the City of Vestavia Hills, Jefferson County, Alabama.

WHEREAS: The **CONSULTANT** has identified the need for the roadway to be widened to 22' in the area where the roadway is being reconstructed. As a result, a portion of the project has been redesigned to accommodate the wider roadway. The geotechnical analysis and report will also need to be revised to reflect the changes.

NOW THEREFORE: In accordance with Section 8. of the Exhibit A, General Terms and Conditions of the **AGREEMENT**, the **CONSULTANT**, will provide the additional geotechnical services for a lump sum fee of \$59,278.00.

This work will be started immediately upon receipt of a notice to proceed. This Supplemental Agreement in no way modifies or changes the **AGREEMENT** of which it becomes a part, except as specifically stated herein.

CITY:

CITY OF VESTAVIA HILLS

CONSULTANT:

NEEL-SCHAFFER. INC.

BY:

Jeff Downes



BY:

Robert Portera, P.E.

TITLE:

City Manager

TITLE:

Engineer Manager

DATE:

DATE: 5/30/2018

3/7/2018

Alabama Department of Transportation

11:25 AM

Project No. CMAQ-7030(600) County Jefferson Description Massey Road from US-31 to Columbiana Road Scope of Work Corridor Study, Survey, Geotech, Contract Plans Project Length 0.78 Miles Consultant Neel-Schaffer, Inc.				
FIELD SURVEY				
Based on a 3 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize		0.50		
A-2 Contact Property Owners				
A-3 Perform Basic Control Survey	0.50	1.00	1.00	
A-4 Conduct On-site Inspection	0.50	0.50		
Task A Totals	1.00	2.00	1.00	
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram				
B-2 Establish Centerline/Obtain Ground Profile				
B-3 Obtain Topographic Data				
Task B Totals				
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads				
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms				
C-3 Define Drainage Areas/Prepare Schematic Drainage Map				
C-4 Obtain Cross-Sections at 50 feet Intervals and Ground Break Points				

3/7/2018

Alabama Department of Transportation

11:25 AM

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
Task C Totals				
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities				
D-2 Obtain Hydrological Location Survey				
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	1.00	3.00	1.00	
D-4 Obtain Copies of Latest Deeds	1.00		1.50	
D-5 Set & Reference Pls, PCs, POTs, POCs, & other critical points				
D-6 Reduce Survey Field Notes	0.50			
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	1.00		1.00	
Task D Totals	3.50	3.00	3.50	
TOTALS	4.50	5.00	4.50	

Project No.	CMAQ-7030(600)
County	Jefferson
Description	Massey Road from US-31 to Columbiana Road
Scope of Work	Corridor Study, Survey, Geotech, Contract Plans
Project Length	0.78 Miles
Consultant	Neel-Schaffer, Inc.
Fee Proposal (Field Survey)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of PLS)	0.45	\$ 483.22	\$ 217.45
PLS	4.50	\$ 279.01	\$ 1,255.55
Survey Crew (see man-day sheet)	5.00	\$ 416.00	\$ 2,080.00
Engineering Technician/CADD	4.50	\$ 232.00	\$ 1,044.00
Clerical	0.00	\$ 176.00	\$ -
Total Direct Labor			\$ 4,597.00
Combined Overhead (%)	153.83		\$ 7,071.57
Out-of-Pocket Expenses**			\$ 674.73
Sub-Total			\$ 12,343.30
Operating Margin (10%)			\$ 1,234.33
Sub-Total			\$ 13,577.63
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 13,577.63
Facilities Capital Cost of Money (% of Direct Labor)	0.11		\$ 5.06
TOTAL FEE			\$ 13,582.69

Project No.	CMAQ-7030(600)
County	Jefferson
Description	Massey Road from US-31 to Columbiana Road
Scope of Work	Corridor Study, Survey, Geotech, Contract Plans
Project Length	0.78 Miles
Consultant	Neel-Schaffer, Inc.

Out-of-pocket Expenses (Field Survey)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	7	116	\$0.540	\$ 438.48
	0	0	\$0.540	\$ -
	0	0	\$0.540	\$ -
	0	0	\$0.540	\$ -
Total Mileage Cost				\$ 438.48

Subsistence Cost				
	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	7	3	\$11.25	\$ 236.25
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ 236.25
Total Travel Cost				\$ 674.73

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 674.73
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No.	CMAQ-7030(600)
County	Jefferson
Description	Massey Road from US-31 to Columbiana Road
Scope of Work	Corridor Study, Survey, Geotech, Contract Plans
Project Length	0.77 Miles
Consultant	Neel-Schaffer, Inc.
Fee Proposal (Geotechnical)	

PERSONNEL COST			
	Man-days	x Daily Rate	
			\$ -
PLS		\$ -	\$ -
Survey Crew (see man-day sheet)		\$ -	\$ -
Engineering Technician/CADD		\$ 271.56	\$ -
Clerical		\$ 176.00	\$ -
Total Direct Labor			\$ -
Combined Overhead (%)	157.06		\$ -
Out-of-Pocket Expenses**			
Sub-Total			\$ -
Operating Margin (10%)			\$ -
Sub-Total			\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
S&ME			\$ 6,615.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 330.75
Sub-Total			\$ 6,945.75
Facilities Capital Cost of Money (% of Direct Labor)	0.11		\$ -
TOTAL FEE			\$ 6,945.75

Project No.	CMAQ-7030(600)				
County	Jefferson				
Description	Massey Road from US-31 to Columbiana Road				
Scope of Work	Corridor Study, Survey, Geotech, Contract Plans				
Project Length	0.77 Miles				
Consultant	Neel-Schaffer, Inc.				

Supporting Documentation for ROW Fee Proposal

Date of Research	Parcel Tax ID #	# of Tracts				
	39 00 01 2 000 019.000	1 of 25				
	39 00 01 1 002 004.000	2 of 25				
	29 00 36 4 006 009.000	3 of 25				
	29 00 36 4 006 008.000	4 of 25				
	29 00 36 4 006 007.000	5 of 25				
	29 00 36 4 006 006.000	6 of 25				
	29 00 36 4 006 004.013	7 of 25				
	29 00 36 4 006 004.012	8 of 25				
	29 00 36 4 006 004.011	9 of 25				
	29 00 36 4 006 004.010	10 of 25				
	29 00 36 4 006 004.009	11 of 25				
	29 00 36 4 006 004.008	12 of 25				
	29 00 36 4 006 004.007	13 of 25				
	29 00 36 4 006 004.006	14 of 25				
	29 00 36 4 006 004.005	15 of 25				
	29 00 36 4 006 004.004	16 of 25				
	29 00 36 4 006 004.003	17 of 25				
	29 00 36 4 006 004.002	18 of 25				
	29 00 36 4 006 004.001	19 of 25				
	29 00 36 4 006 004.000	20 of 25				
	29 00 36 4 006 003.000	21 of 25				
	29 00 36 4 006 003.001	22 of 25				
	29 00 36 4 006 003.002	23 of 25				
	29 00 36 4 006 002.000	24 of 25				
	29 00 36 4 006 001.000	25 of 25				
	Total Tracts:	25				

3/7/2018

Alabama Department of Transportation

11:25 AM

Project No. CMAQ-7030(600) County Jefferson Description Massey Road from US-31 to Columbiana Road Scope of Work Corridor Study, Survey, Geotech, Contract Plans Project Length 0.77 Miles Consultant Neel-Schaffer, Inc.			
ROW Map, Tract Sketches and Deeds			
	PLS	Tech/CADD	Clerical
Estimated number of tracts= 25			
Task A: Right-of-Way Map	1.50	3.00	
Task B: Tract Sketches	3.00	12.50	
Task C: Deeds	3.00	12.50	2.00
TOTALS	7.50	28.00	2.00

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

Project No.	CMAQ-7030(600)
County	Jefferson
Description	Massey Road from US-31 to Columbiana Road
Scope of Work	Corridor Study, Survey, Geotech, Contract Plans
Project Length	0.77 Miles
Consultant	Neel-Schaffer, Inc.
Fee Proposal (ROW Map, Tract Sketches & Deeds)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.75	\$ 483.22	\$ 362.42
PLS	7.50	\$ 279.01	\$ 2,092.58
Engineering Technician/CADD	28.00	\$ 232.00	\$ 6,496.00
Clerical	2.00	\$ 176.00	\$ 352.00
Total Direct Labor			\$ 9,303.00
Combined Overhead (%)	153.83		\$ 14,310.80
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 23,613.80
Operating Margin (10%)			\$ 2,361.38
Sub-Total			\$ 25,975.18
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 25,975.18
Facilities Capital Cost of Money (% of Direct Labor)	0.11		\$ 10.23
TOTAL FEE			\$ 25,985.41

**See Grand Total Fee sheet

Project No.	CMAQ-7030(600)
County	Jefferson
Description	Massey Road from US-31 to Columbiana Road
Scope of Work	Corridor Study, Survey, Geotech, Contract Plans
Project Length	0.77 Miles
Consultant	Neel-Schaffer, Inc.

Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
Total Mileage Cost				\$ -

Subsistence Cost				
	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses		\$ -
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project Number	<u>CMAQ-7030(600)</u>
County	<u>Jefferson</u>
Description	<u>Massey Road from US-31 to Columbiana Road</u>
Scope of work	<u>Corridor Study, Survey, Geotech, Contract Plans</u>
Length	<u>0.77</u> miles
Consultant Neel-Schaffer, Inc.	

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	% REWORK	ESTIMATED MAN-DAYS			
			ENGINEER		TECHNICIAN	
			SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET						
INDEX SHEET						
PROJECT NOTE SHEET						
PLANS LEGEND						
TYPICAL SECTIONS						
Main Roadway	2.00	75%	0.15	0.23	0.75	1.13
Cross Roads						
Detour & Misc.						
Ramps						
SUMMARY SHEET						
Main Summary	1.00	25%	0.10	0.03	0.50	0.13
SUMMARY BOX SHEETS						
Roadway Pipe	0.10	50%	0.10	0.01	0.50	0.03
Culvert Extension, New Culvert						
Bridge Culvert Extension, New Bridge Culvert						
Guardrail						
Slope Paving (Under Bridges)						
Side Drain Pipe						
Signing						
Base & Pavement						
Bridge						
Striping & Pavement Markings						
Curb & Gutter						
Bridge End Slabs						
Roadway Lighting						
Sidewalk	0.50	25%	0.10	0.01	0.50	0.06
Slope Paving (Ditches)						
Ditch Summary						
Concrete Safety Barrier						
Retaining Wall	0.10	100%	0.10	0.01	0.50	0.05
Misc. Boxes						
Erosion Control	0.10	25%	0.10		0.50	0.01
PLAN & PROFILE						
Main Roadway	6.00	50%	0.50	1.50	1.00	3.00
Crossroads						
Detours						
Retaining Walls						
PAVING LAYOUT						

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	% REWORK	ESTIMATED MAN-DAYS			
			ENGINEER		TECHNICIAN	
			SHEET	TOTAL	SHEET	TOTAL
Main Roadway (includes striping and signing)	1.50	25%	0.25	0.09	0.75	0.28
Crossroads						
Intersections						
INTERCHANGES						
Geometrics						
Ramps Profiles						
Site Grading						
Cross Sections						
Signing						
TRAFFIC CONTROL						
Sequence of Construction						
Summary & notes						
Typical Section Sketches						
Signing Layout						
Special Drawings						
SIGNING						
Sign Layout						
Sign X-Section						
Sign Panel Details						
Soils Data Sheets (provided by ALDOT)						
SIGNALIZATION						
Signal Layout (1 per site)						
Traffic Analysis						
Traffic Counts (1 per site)						
Signal Warrant Analysis (1 per site)						
Soils Data Sheets (provided by ALDOT)						
Special Details						
UTILITY SHEETS						
Utility Locations						
DRAINAGE SECTIONS						
Pipe & Culvert X-Sect./Hydraulic Computation	3.00	100%	0.25	0.75	0.75	2.25
Hydraulic Data Sheet						
SOIL SHEETS						
Soil Boring Logs	1.00	100%	0.06	0.06	0.13	0.13
Soil Profile						
LIGHTING						
Plan Layout						
Special Details						
EROSION CONTROL						
Erosion Control Plans	2.00	25%	0.10	0.05	0.50	0.25

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	% REWORK	ESTIMATED MAN-DAYS			
			ENGINEER		TECHNICIAN	
			SHEET	TOTAL	SHEET	TOTAL
CBMPP						
ROADWAY CROSS SECTIONS						
Main Roadway	6.00	100%	0.15	0.90	0.50	3.00
Crossroads						
Earthwork Balancing						
REVIEW COMMENTS						
30% Review						
Plan-in-Hand Inspection						
PS&E Inspection						
Stormwater Permits						
Cost Estimates						
Design Hearing						
SUB-TOTAL	23.30			3.64		10.32
10% Supervision				0.36		
TOTALS	23.30			3.64		10.32

Project No.	CMAQ-7030(600)
County	Jefferson
Description	Massey Road from US-31 to Columbiana Road
Scope of Work	Corridor Study, Survey, Geotech, Contract Plans
Project Length	0.77 Miles
Consultant	Neel-Schaffer, Inc.
Fee Proposal (Roadway Plans)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.36	\$ 483.22	\$ 173.96
Engineer	3.64	\$ 412.92	\$ 1,503.03
Engineering Technician/CADD	10.32	\$ 271.56	\$ 2,802.50
Clerical	0.00	\$ 176.00	\$ -
Total Direct Labor			\$ 4,479.49
Combined Overhead (%)	157.06		\$ 7,035.49
Out-of-Pocket Expenses**			\$ 84.60
Sub-Total			\$ 11,599.58
Operating Margin (10%)			\$ 1,159.96
Sub-Total			\$ 12,759.54
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 12,759.54
Facilities Capital Cost of Money (% of Direct Labor)	0.11		\$ 4.93
TOTAL FEE			\$ 12,764.47

**See Grand Total Fee sheet

Project No.	CMAQ-7030(600)
County	Jefferson
Description	Massey Road from US-31 to Columbiana Road
Scope of Work	Corridor Study, Survey, Geotech, Contract Plans
Project Length	0.77 Miles
Consultant	Neel-Schaffer, Inc.

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
City Hall/Project Site	2	30	\$0.535	\$ 32.10
ALDOT Birmingham Area		50	\$0.535	\$ -
			\$0.535	\$ -
			\$0.535	\$ -
Total Mileage Cost				\$ 32.10

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)			\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)			\$20.00	\$ -
Travel allowance (12 hour trips)			\$30.00	\$ -
Travel allowance (overnight)***			\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 32.10

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Half Size Prints	15	23.30	350	\$ 0.15	\$ 52.50
					\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total Printing/Reproduction Cost					\$ 52.50

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 84.60
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

RESOLUTION NUMBER 5067

A RESOLUTION DECLARING A WEED AND OTHER VEGETATION NUISANCE PURSUANT TO ORDINANCE NUMBER 2567 AND DIRECTING THE CITY MANAGER TO ABATE SAID NUISANCE

WHEREAS, on May 11, 2015, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2567 to establish a procedure for the abatement of grass and weeds and for the prosecution and abatement of grass and weed violations; and

WHEREAS, the City's Compliance Officer has made a "First Demand" on the property located at 704 Rockbridge Road; a copy of which is marked as "Exhibit A," attached to and incorporated into this Resolution Number 5067 as if written fully therein; and

WHEREAS, a public hearing was conducted at the regularly scheduled City Council meeting of June 25, 2018 at 6:00 PM in which the facts of the matter were discussed; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to declare the property a nuisance and direct the City Manager to abate said nuisance pursuant to the provisions set forth in Ordinance Number 2567; and

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

1. The property located at 704 Rockbridge Road is hereby declared a nuisance pursuant to the provisions of Ordinance Number 2567 and the City Manager is hereby authorized to abate said nuisance pursuant to the terms and provisions of said ordinance.
2. This Resolution shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 25th day of June, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Incident/Offense Report - Continued		83 Date of Report (MM/DD/YY) 06 01 18		84 Time of Report 13:30		85 Agency Case Number 2018-00014202		87 <input type="checkbox"/> Offender <input checked="" type="checkbox"/> Suspect <input type="checkbox"/> Missing Person		88 Check if Multiple	
88 Reported By (Last, First, Middle Name) Corp. J. Coleman,								89 Suffix		90 <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	
94 Victim #		95 Victim (Last, First, Middle Name) City of Vestavia				96 Suffix		97 Address (Street, City, State, Zip) 1032 Montgomery Highway Vestavia Hills, AL 35216		98 Home Phone	
99 Work Phone (205)978-0113		93 Other Phone		99 Work Phone (205)978-0140		100 Other Phone		104 Work Phone		105 Other Phone	
101 Employer/School		102 Occupation		103 Address (Street, City, State, Zip)		104 Work Phone		105 Other Phone			
106 Sex <input type="checkbox"/> M <input type="checkbox"/> F		107 Race <input type="checkbox"/> W <input type="checkbox"/> B		108 English <input type="checkbox"/> Spanish <input type="checkbox"/> Other		109 HGT		110 WGT		111 Date of Birth	
112 Age		113 Victim SSN		114 Complainant SSN		115 Multiple Victims <input type="checkbox"/> LE Officer		116 Ethnicity <input type="checkbox"/> Hispanic <input type="checkbox"/> Other		117 Injury <input type="checkbox"/> Yes <input type="checkbox"/> No	
118 Offender known to victim? <input type="checkbox"/> Yes <input type="checkbox"/> No		119 Victim was? (Explain Relationship.)		120 Relationship Code		121 Weapons Used <input type="checkbox"/> Firearm <input type="checkbox"/> Knife <input type="checkbox"/> Hands, Fist, Feet, Voice, etc. <input type="checkbox"/> Other Dangerous		122 Description of Weapons/Firearms/Tools Used in Offense Describe: _____		<input type="checkbox"/> Handgun <input type="checkbox"/> Rifle <input type="checkbox"/> Shotgun <input type="checkbox"/> Unknown	
123 Place of Occurrence 704 Rockbridge Rd. Vestavia Hills, AL 35216		124 Type of Injury N None I Internal Injury M Minor Injury T Loss of Teeth B Broken Bones L Severe Laceration O Other Major Injury U Unconscious		125 Sector		126 Circumstances: Homicide & Assault		128 Assault <input type="checkbox"/> Simple <input type="checkbox"/> Aggravated		129 Treatment for Assault? <input type="checkbox"/> Yes <input type="checkbox"/> No	
127 Location: Rape		130 Verify for Rape Exam? <input type="checkbox"/> Yes <input type="checkbox"/> No		131 Treatment for Rape? <input type="checkbox"/> Yes <input type="checkbox"/> No		132 Off #		133 Name (Last, First, Middle) Savage, Terry		134 SFX	
135 Alias		136 Social Security #		137 Race <input checked="" type="checkbox"/> W <input type="checkbox"/> B		138 Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F		139 Date of Birth		140 Age 74	
141 Address (Street, City, State, Zip) 704 Rockbridge Rd. Vestavia Hills, AL 35216		142 HGT 5'9"		143 WGT 210		144 Ethnicity <input checked="" type="checkbox"/> Other		145 Language <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other			
146 Probable Destination		147 Eye BRO		148 Hair BRO		149 Complexion		150 Armed <input type="checkbox"/> Yes <input type="checkbox"/> No		153 <input type="checkbox"/> Arrested <input type="checkbox"/> Dual Arrest (Domestic Violence) <input type="checkbox"/> Wanted	
151 Clothing		152 <input type="checkbox"/> Scars <input type="checkbox"/> Marks <input type="checkbox"/> Tattoos <input type="checkbox"/> Amputations		154 Off #		155 Name (Last, First, Middle)		156 SFX		157 Alias	
158 Social Security #		159 Race <input type="checkbox"/> W <input type="checkbox"/> B		160 Sex <input type="checkbox"/> M <input type="checkbox"/> F		161 Date of Birth		162 Age		163 Address (Street, City, State, Zip)	
164 HGT		165 WGT		166 Ethnicity <input type="checkbox"/> Hispanic <input type="checkbox"/> Other		167 Language <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other		168 Probable Destination		169 Eye	
170 Hair		171 Complexion		172 Armed <input type="checkbox"/> Yes <input type="checkbox"/> No		173 Clothing		174 <input type="checkbox"/> Scars <input type="checkbox"/> Marks <input type="checkbox"/> Tattoos <input type="checkbox"/> Amputations		175 <input type="checkbox"/> Arrested <input type="checkbox"/> Dual Arrest (Domestic Violence) <input type="checkbox"/> Wanted	
176 Name (Last, First, Middle)		177 Sex <input type="checkbox"/> M <input type="checkbox"/> F		178 Race <input type="checkbox"/> W <input type="checkbox"/> B		179 Date of Birth		180 Address		181 Home	
182 Work		183 Other		184 Name (Last, First, Middle)		185 Sex <input type="checkbox"/> M <input type="checkbox"/> F		186 Race <input type="checkbox"/> W <input type="checkbox"/> B		187 Date of Birth	
188 Address		189 Home		189 Work		190 Work		191 Other		192 Name (Last, First, Middle)	
193 Sex <input type="checkbox"/> M <input type="checkbox"/> F		194 Race <input type="checkbox"/> W <input type="checkbox"/> B		195 Date of Birth		196 Address		197 Home		198 Work	
199 Other		200 Witness # 1 SSN		201 Witness # 2 SSN		202 Witness # 3 SSN		203 6-1-2018 506 Weed Ordinance		204 Continued on Supplement <input type="checkbox"/> Yes <input type="checkbox"/> No	
205 Assisting Agency ORI		206 Assisting Agency Case Number		207 SFX		208 Warrant Signed <input type="checkbox"/> Yes <input type="checkbox"/> No		209 Add. Cases Closed Narrative <input type="checkbox"/> Y <input type="checkbox"/> N		210	
211 Local Use		212 State Use		I hereby affirm that I have read this report and that all the information given by me is correct to the best of my knowledge. I will assume full responsibility for notifying the agency if any stolen property or missing person herein reported is returned.		Signature		211 Local Use		212 State Use	

**ADDITIONAL INCIDENT/OFFENSE
NARRATIVE CONTINUED**

79 Date and Time of Report			
0	6	1	18
AT	DAY	Y	
82 Type Report: <input checked="" type="checkbox"/> 1. Continuation <input type="checkbox"/> 2. Follow-up			

13:30

<input type="checkbox"/> AM	80 Case #
<input type="checkbox"/> PM	2018-00014202
<input checked="" type="checkbox"/> NLT	

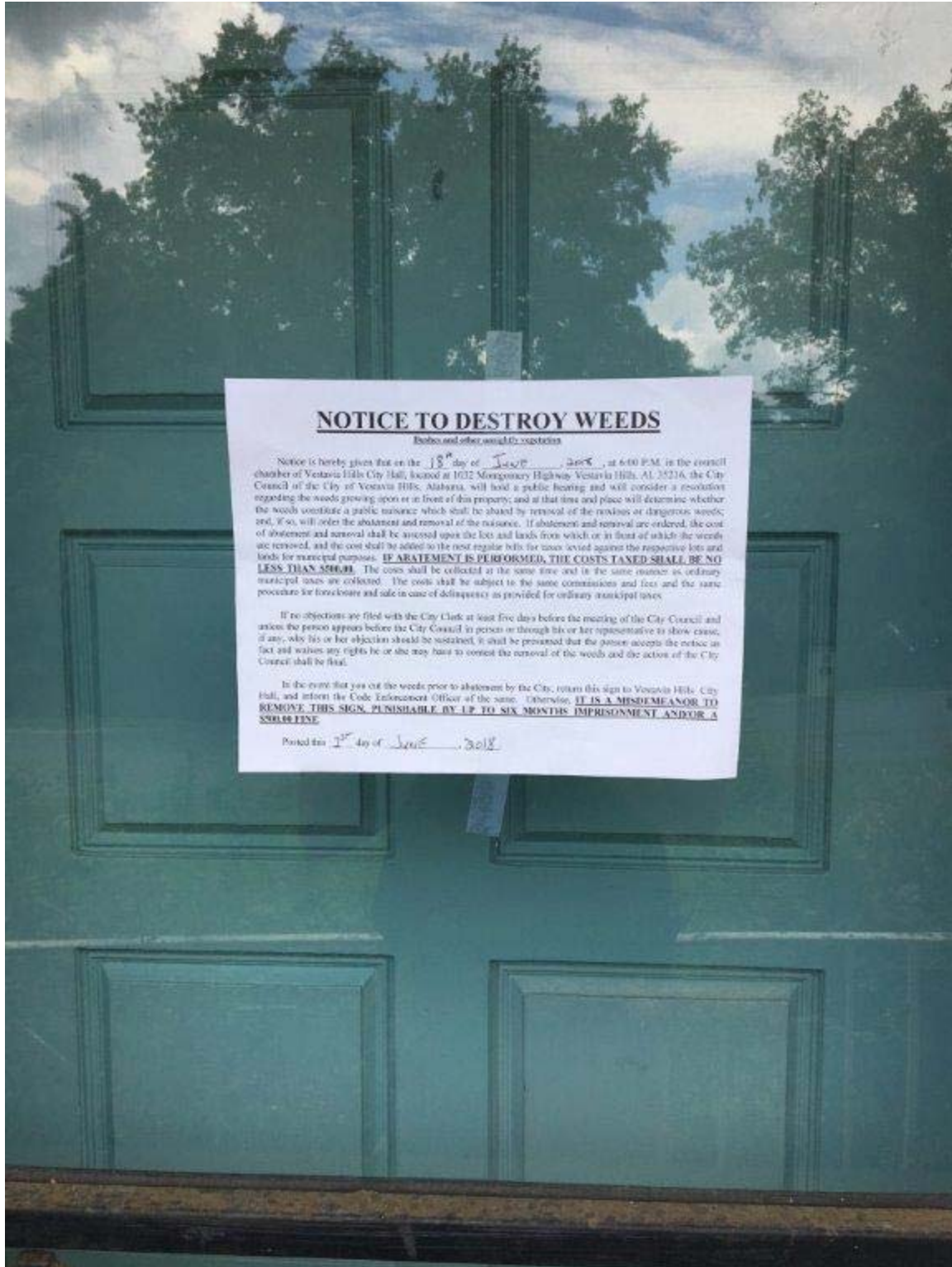
NARRATIVE

6-1-2018 506 Weed Ordinance

had knowledge that the suspect's son and daughter-in-law were living with the suspect and were capable of cutting the grass plus they have a teenage son who could've cut the grass. On 6-1-2018 I placed a Notice To Destroy Weeds sign on the front door. The notice stated that the suspect was to appear before the City Council on 6-18-2018 or have the yard cut and cleaned up. The neighbors are very upset that the property looks the way it does. The neighbors are concerned about their property values.

NARRATIVE

NARRATIVE



NOTICE TO DESTROY WEEDS

Brush and other unwanted vegetation

Notice is hereby given that on the 18th day of June, 2018, at 6:00 P.M. in the council chamber of Vestavia Hills City Hall, located at 1032 Montgomery Highway, Vestavia Hills, AL 35216, the City Council of the City of Vestavia Hills, Alabama, will hold a public hearing and will consider a resolution regarding the weeds growing upon or in front of this property; and at that time and place will determine whether the weeds constitute a public nuisance which shall be abated by removal of the noxious or dangerous weeds; and, if so, will order the abatement and removal of the nuisance. If abatement and removal are ordered, the cost of abatement and removal shall be assessed upon the lots and lands from which or in front of which the weeds are removed, and the cost shall be added to the next regular bills for taxes levied against the respective lots and lands for municipal purposes. **IF ABATEMENT IS PERFORMED, THE COSTS TAXED SHALL BE NO LESS THAN \$500.00.** The costs shall be collected at the same time and in the same manner as ordinary municipal taxes are collected. The costs shall be subject to the same commissions and fees and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

If no objections are filed with the City Clerk at least five days before the meeting of the City Council and unless the person appears before the City Council, in person or through his or her representative to show cause, if any, why his or her objection should be sustained, it shall be presumed that the person accepts the notice in fact and waives any rights he or she may have to contest the removal of the weeds and the action of the City Council shall be final.

In the event that you cut the weeds prior to abatement by the City, return this sign to Vestavia Hills City Hall, and inform the Code Enforcement Officer of the same. **Otherwise, IT IS A MISDEMEANOR TO REMOVE THIS SIGN, PUNISHABLE BY UP TO SIX MONTHS IMPRISONMENT AND/OR A \$500.00 FINE.**

Posted this 18th day of June, 2018



VESTAVIA HILLS
POLICE DEPARTMENT

ASHLEY C. CUREY
Mayor

DANNY P. BARY
Chief of Police

May 23, 2018

To: Owner of listed property

Property Location: 704 RockBridge Rd.
Vestavia Hills, AL 35216

A complaint has been received that the following Violation exists on the above referenced property.

City Ordinance Number 2567

All premises and exterior property shall be maintained free from weeds or plant growth in excess of (12) twelve inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation. This is pertaining to the front, sides and back of your property.

Legal action will be taken against you if the lot is not taken care of within 48 Hrs.
Please give me a call so we can resolve this matter at 205-978-0113

Respectfully,
Corporal Jimmy Coleman
Code Enforcement
Vestavia Hills Police Department

A LIFE ABOVE

VESTAVIA HILLS CITY HALL
1011 MONTGOMERY HWY
VESTAVIA HILLS, AL 35216

205 978 0140
VESTAVIAHILLSPOLICE.COM









ORDINANCE NUMBER 2772

AN ORDINANCE GRANTING A NON-EXCLUSIVE RIGHT-OF-WAY USE AGREEMENT TO ACCESS FIBER GROUP, INC. FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING AND OPERATING A NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, Access Fiber Group, Inc. desires to construct, install, operate and maintain, in accordance with regulations promulgated by the Federal Communications Commission and the Alabama Public Service Commission, a fiber-based telecommunications Network (or Networks) (as defined herein) within the City of Vestavia Hills, Alabama; and

WHEREAS, Access Fiber Group, Inc. agrees and recognizes that it is required to obtain consent in the form of a right-of-way use agreement from the City of Vestavia Hills in order to construct the proposed Network within the corporate limits of the City of Vestavia Hills; and

WHEREAS, the City Council of the City of Vestavia Hills wishes to accommodate the request of Access Fiber Group, Inc. and grant it a right-of-way use agreement for the construction, installation, operation, and maintenance of the proposed Network in accordance with the terms and conditions contained herein.

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

The City Council of the City of Vestavia Hills does hereby grant to Access Fiber Group, Inc. a non-exclusive rights-of-way use agreement granting it the limited authority to construct, install, operate and maintain a Network (or Networks) in the City of Vestavia Hills in and along public rights-of-way, subject to the terms and conditions set forth in the following agreement:

AGREEMENT

This Rights-of-way Use Agreement (this "Agreement") is entered into on this the _____ day of _____, 2018 (the "Effective Date"), by and between the City of Vestavia Hills, Alabama (hereinafter referred to as the "City"), and Access Fiber Group, Inc., a Delaware corporation, on behalf of itself and for the benefit of its affiliates (hereinafter referred to as the "Company").

WITNESSETH:

The City and the Company do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 "City" means the City of Vestavia Hills, Alabama.

1.2 "City Council" means the City Council of the City of Vestavia Hills, Alabama.

1.3 “Equipment” means the fiber optic and coaxial cables, wires, meters, pedestals, power switches, poles and other support structures, and related equipment, whether referred to singly or collectively, to be installed and operated by the Company hereunder.

1.4. “Gross Revenue” means recurring revenue received by the Company for the provision of Services to customers of such Services wholly consumed within the City. Gross Revenue shall not include: (a) sales, ad valorem or other types of “add on” taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid or collected for any governmental or quasi-governmental agency; (b) retail discounts or other promotions; (c) non-collectable amounts due Company or its customers; (d) refunds or rebates; (e) non-operating revenues such as interest income or gain from the sale of an asset; or (f) payments received by Company for the construction of the Network or Network facilities.

1.5 Intentionally Omitted

1.6 “Network”, or collectively “Networks”, means one or more of the protocol-agnostic, fiber-based optical networks operated by the Company to serve its customers in the City.

1.7 "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.8 "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights-of-way, including, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses held by the City or location within the City which shall entitle the Company to use the same for the purpose of installing, operating, repairing and maintaining the Network. This term shall not include county, state, or federal rights-of-way or any property owned by any person or entity other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or entity.

1.9 “Services” means Telecommunications services provided through the Network by the Company to its customers.

1.10 "Telecommunications" means the transmission between or among points specified by the user, or information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

SECTION 2. Grant of Authority.

2.1 Access to Rights-of-way. The City hereby grants to the Company the non-exclusive and limited authority to construct, install, maintain, and operate its Network in and along the Rights-of-way in the City. Except as otherwise provided herein, the Company shall obtain the reasonable approval of the City Engineer or his/her designee before constructing, expanding, or extending the Network.

2.2 Attachment to Third-Party Property. Subject to obtaining the permission of the owner(s) of the affected property, the City hereby authorizes and permits the Company to enter upon the Rights-of-way and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures located within the Rights-of-way owned by public utility companies or other property owners as may be permitted by the public utility company or property owner, as the case may be. Where third-party property is not available for the attachment of Equipment, the Company may install its own poles in the Rights-of-way, consistent with the requirements that the City imposes on similar installations made by other utilities that use and occupy the Rights-of-way.

SECTION 3. Compensation. In order to compensate the City for Company's entry upon and deployment within the Rights-of-way, Company shall pay to the City an annual use fee (the "Use Fee") in the amount equal to five percent (5%) of Gross Revenues received by Company for the provision of Services that are wholly consumed by its customers within the City, and shall be due and payable in arrears not later than forty-five (45) days after each anniversary of the Effective Date. The City represents and covenants that the City owns or controls all Rights-of-way for the use of which it is collecting from Company the Use Fee pursuant to this section.

SECTION 4. Duration and Term. This Agreement granted hereunder shall be for an initial term of twenty (20) years commencing on the Effective Date of this Ordinance and Agreement, unless otherwise lawfully renewed, revoked or terminated as herein provided. The term of this Agreement shall be renewed automatically for three (3) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless the Company notifies the City of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting of this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Company or any person, and the Company, by its acceptance of this right-of-way use agreement and Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Company is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. In the event any local, state, or federal law is enacted in the future that requires the City to charge a fee that is lower than the Use Fee for use of the Rights-of-way, the parties agree that the Use Fee shall be reduced to comply with such law(s).

SECTION 7. Standards of Service.

7.1 Conditions of Street Occupancy. All portions of the Network and all associated Equipment installed or erected by the Company pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of- way.

7.2 Restoration of Rights-of-way. If during the course of the Company's construction, operation or maintenance of the Network there occurs a disturbance of any Rights-of-way by the Company, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the reasonable satisfaction of the City. The work to be done under this Agreement, and the restoration of Rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City Engineer.

7.3 Relocation at Request of the City. Upon its receipt of reasonable written notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at

its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any property of the Company when lawfully and reasonably required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its Equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable, actual and itemized cost thereof shall be chargeable to the Company.

7.4 Trimming of Trees and Shrubbery. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the Network undertaken by the Company to the reasonable satisfaction of the City.

7.5 Safety and Permit Requirements. Construction, installation, repair and maintenance of the Network shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The Network or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area. The City agrees that no zoning or planning board permit, variance, conditional use permit, or site plan permit, or their equivalent under the City's ordinances, codes, or laws, shall be required for the installation of the Company's Equipment installed in the City's Rights-of-way, unless such process has been required for the placement of all Equipment in the public Rights-of-way by any other occupant of the public Rights-of-way, including but not limited to the incumbent local exchange company, utilities, and local cable provider(s). However, if required, the City agrees to process applications pursuant to the terms of and within the timeframes provided by the FCC's Declaratory Ruling, WT Docket No. 08-165, FCC 09-99, November 18, 2009.

7.6. Minimum Standards. All of the construction by the Company shall conform, at a minimum, to the minimum standards of the Company. In the event there is a conflict between the standards adopted by the Company and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7 Obstructions of Rights-of-Way. Except in the case of an emergency, or with the approval of the City Engineer or his/her designee, no Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. The Company shall not so obstruct the Rights-of-way as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

7.8 Safety Requirements.

A. The Company shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

B. The Company shall install and maintain the Network in accordance with the requirements of all applicable and lawful regulations of the City, which may be amended from time to time, and in such

manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

C. All Equipment and connections in, over, under and upon the Rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

D. The Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the Network.

7.9. Least Disruptive Technology. The Company is encouraged to perform construction and maintenance of the Network in a manner resulting in the least amount of damage and disruption to the Rights-of-way. However, underground installation shall be a last resort and only upon consent of the City, which such consent shall not be unreasonably withheld, conditioned or delayed. The Company will be required to use trenchless technology for any portion of construction or maintenance projects which lies beneath the paved or improved portion of any Rights-of-way to which this Agreement applies, unless otherwise approved by the City Engineer or his/her designee. The City Engineer or his/her designee may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Company may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any Rights-of-way to which this Agreement applies.

SECTION 8. Enforcement and Termination of Agreement.

8.1. Notice of Violation. In the event the Company has not complied with the terms of this Agreement, the City shall notify the Company in writing of the nature of the alleged noncompliance.

8.2. Right to Cure or Respond. The Company shall have 30 days from receipt of the written notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Company, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

8.3. Public Hearing. In the event the Company fails to respond to the written notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within 30 days or by the date projected pursuant to 8.2(c) above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time not less than five business days therefrom. The City shall notify the Company in writing of the time and place of such meeting and provide the Company with an opportunity to be heard.

8.4. Enforcement. In the event the City, after such meeting, determines that the Company is in default of any provision of this Agreement, the City may pursue any or all of the following remedies:

- A. Seek specific performance of any provision which reasonably lends itself to such a remedy;
- B. Make a claim against any surety or performance bond which may be required to be posted;
- C. Restrain by injunction the default or reasonably anticipated default by the Company of any

provision of this Agreement;

- D. Seek any other available remedy permitted by law or in equity;
- E. In the case of a material default of this Agreement, declare the Agreement to be revoked in accordance with the following:

(1) The City shall give written notice to the Company of its intent to revoke this Agreement on the basis of noncompliance by the Company, which such notice shall set forth the exact nature of the noncompliance. The Company shall have 30 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a reasonably satisfactory response from the Company, it may then seek termination of this Agreement at a public meeting. The City shall cause to be served upon the Company, at least 10 business days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

(2) At the designated meeting, the City shall give the Company an opportunity to state its position on the matter, after which it shall determine whether or not this Agreement shall be terminated. The Company may appeal such determination to the Circuit Court of Jefferson County, Alabama, which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within 30 days of the issuance of the determination by the City.

(3) The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

8.5. Impossibility of Performance. The Company shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

SECTION 9. Fiber. Company shall lease to the City, free of charge except for City's obligations set forth in Exhibit A or elsewhere in this Agreement, two dark fiber strands along Company's planned Network routes to be used by the City for public purposes in connection with its operations in accordance with the terms set forth on Exhibit A attached hereto (the "City Fibers"). Company will notify the City when the City Fibers will be available for the City's use. The City agrees to comply with the provisions outlined in Exhibit A.

SECTION 10. Default. Each of the following shall constitute a material default by the Company:

- (1) Failure to make any payments to the City required to be made as set forth in this Agreement;
- (2) Failure to maintain a liability insurance policy that is not cured within thirty (30) days following written notice to the Company;
- (3) Failure to provide or furnish any information required under this Agreement to the City that is not cured within thirty (30) days following written notice to the Company;

- (4) Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice;
- (5) The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the Network or the assets of the Company;
- (6) The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the Equipment; or
- (7) If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the Network; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

SECTION 11. Work Permit. Prior to any excavation within the Rights-of-way, the Company shall obtain a permit from the City pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-way due to the Company's installation, removal, relocation, maintenance and repair of its Network or Equipment shall be accomplished to the reasonable satisfaction of the City. The City agrees to review and approve any Company application for a permit within thirty (30) calendar days of submittal, and, if no comment is received in writing within thirty (30) calendar days, the application will be deemed approved. In the case of attachments to utility-owned pole infrastructure, or to any pole the Company intends to place in the Rights-of-way, and upon written request by the City, the Company agrees to provide the City with a list of proposed attachment locations in advance of its deployment in the City, and the City agrees to use reasonable efforts to review and approve such list within ten (10) business days of submittal. If no written comment is received by the Company from the City within ten (10) business days, the list shall be considered approved, and no further action will be required prior to the Company's installation of its Equipment. Notwithstanding the foregoing, the City agrees to process applications for upgrades, modifications, colocations and other applicable requests, if application is required, pursuant to the terms of Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (the "Spectrum Act") and the terms and timeframes provided by the FCC's Report and Order, WT Docket No. 13-238, FCC 14-153, October 17, 2014, as respectively applicable.

SECTION 12. Insurance. The Company shall maintain in full force and effect, at its own cost and expense, a commercial general liability insurance policy in the amount of \$1,000,000.00 for bodily injury and property damage per person and \$3,000,000.00 as to each occurrence, satisfactory to the City, which limits

may be met by a combination of primary and excess or umbrella insurance. In addition, the Company shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on the commercial general liability policy, and the Company shall provide the City with a certificate of insurance designating the City as an additional insured on the policy and extension or renewal thereof. An endorsement shall be included with the policy that states that, except with respect to a cancellation due to nonpayment of premium, the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City.

SECTION 13. Indemnity and Hold Harmless. The Company agrees to indemnify, defend and hold harmless the City, its elected officers, employees, agents and representatives, against all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Company, its employees agents or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Company shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

SECTION 14. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the Network on any particular Rights-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Company. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 15. Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding..

SECTION 16. Other Obligation. Obtaining this Agreement does not relieve the Company of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Company is responsible for all work done in the Rights-of-way pursuant to this Agreement, regardless of who performs the work.

SECTION 17. Payment of Costs. The Company shall be responsible for all costs associated with the installation, repair and maintenance of the Network and all associated Equipment including, but not limited to (1) the costs to repair the Rights-of-way due to the installation, repair and maintenance of the Network, and (2) the costs incurred in removing or relocating any portion of the Network or Equipment constructed when required by the City.

SECTION 18. Priority of Use. This Agreement does not establish any priority for the use of the Rights-of-way by the Company or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as

determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 19. Notice. Every notice or response required by this Agreement to be served upon the City or the Company shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by expedited service or certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

CITY OF VESTAVIA HILLS
Attention: Jeff Downes, City Manager
1032 Montgomery Highway
Vestavia Hills, AL 35216

With a copy to:

Patrick H. Boone, Esq.
Vestavia Hills City Attorney
215 Richard Arrington Jr. Blvd. N, Suite 705
Birmingham, AL 35203

The notices or responses to the Company shall be addressed as follows:

ACCESS FIBER GROUP, INC.
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317-8564
Attn.: Kenneth J. Simon, General Counsel, Legal Department

with a copy which shall not constitute legal notice to:

ACCESS FIBER GROUP, INC.
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317-8564
Attn.: SCN Contracts Administration

SECTION 20. Addresses. The City and the Company may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 21. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance and Agreement.

SECTION 22. Acceptance. The Company's acceptance of this Agreement shall be in writing in a form approved by the City Attorney and shall be accompanied by delivery of all payments, insurance certificates, applications, acceptance fees and performance of other requirements relating to commencement of construction as set forth in this Agreement.

SECTION 23. Assignment. The Company's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council, and such consent shall not be unreasonably withheld, conditioned or delayed. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership. Notwithstanding anything to the contrary in this Section 23, the transfer of the rights and obligations of the Company to a parent, subsidiary, or other affiliate of the Company or to any successor in interest or entity acquiring fifty-one percent (51%) or more of the Company's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment or transfer for the purposes of this Agreement and therefore shall not require the consent of the City, provided that the Company reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of the Company immediately prior to the transfer; (ii) any such transferee assumes all of the Company's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with the Company's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Network. The Company shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why the Company believes the Exempted Transfer Criteria have been satisfied. The City Council shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that the Company gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. If the City Council fails to act upon the Company's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City Council that the Company has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

SECTION 24. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 25. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 26. Governing Law. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

SECTION 27. Severability Clause. If any part, section or subdivision of this Ordinance and Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance and Agreement, which shall continue in full force and effect notwithstanding such holding.

SECTION 28. Repealer Clause. Any Ordinance heretofore adopted by the City Council, which is in conflict with this Ordinance and Agreement is hereby repealed to the extent of such conflict.

SECTION 29. Effective Date. This Ordinance and Agreement shall become effective upon

posting/publication pursuant to Alabama law and only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

ADOPTED, AGREED TO AND APPROVED, this 25th day of June, 2018.

CITY OF VESTAVIA HILLS, ALABAMA:

By: _____

Name: _____

Its: Mayor

By: _____

Its: City Manager

ATTEST:

BY: _____

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 Number 2772 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 25th day of June, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hill Library in the Forest, New Merkle House and Vestavia Hills Recreation Center this _____ day of _____, 20____.

CITY CLERK

AGREED TO AND APPROVED BY COMPANY:

ACCESS FIBER GROUP, INC., a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

CITY USE OF FIBER

(i) Limited Use. City's use of City Fibers shall be limited to City. City may not assign, lease, or allow any other party the right to use the City Fibers without Company's express consent. Any other use of the City Fibers by City shall be grounds for Company to reclaim the City Fibers.

(ii) Ownership. Legal title to Company's Network and Equipment including the fiber optic communications system, including fiber and cable sheathing and any bridge attachments, conduits, brackets, insulators, fixtures, guy wires, anchors, splice boxes, fiber distribution centers, and other hardware needed or used to fasten or support the cable shall be held by Company. Neither anything contained in this Agreement, nor any use, however extended, of the City Fibers shall create or vest (or be construed as creating or vesting) in City any right, title or interest in or to any real or personal property owned by Company other than the rights contained in this Agreement for the City Fibers.

(iii) Troubleshooting and Maintenance. City must contact Company's Network Operations Center at 888-632-0931 in the event it observes or experiences any service impacting issue. In the event Company receives such notification, Company shall perform troubleshooting to determine the source of the problem, and the City shall reimburse Company for the cost of any troubleshooting plus ten percent (10%). Upon determining the source of the problem, Company shall notify the City of the side of the demarcation point on which source of the problem is located. If the source of the problem is on Company's side of the demarcation point, then Company shall perform all splicing, maintenance, and repairs to the City Fibers, and the City shall reimburse Company for the cost of any such splicing, maintenance, and repairs plus ten percent (10%). If the source of the problem is on the City's side of the demarcation point, then the City will perform appropriate repairs to the City's network. Company shall provide reasonable supporting documentation for any invoice Company provides to the City pursuant to this Section (iii). The City acknowledges and accepts that (a) Company does not monitor the City Fibers and shall have no obligation to do so, (b) Company has no obligation to light the City Fiber or provide any equipment related to lighting the fiber, (c) the City shall not access the City Fibers or Company's manholes or handholes in any manner, (d) the City shall not perform any installation, splicing or repair work to the City Fibers, and (e) Company shall have no liability whatsoever for any outage or interruption experienced by City in relation to its use of the City Fiber, and City shall not be entitled to any compensation in relation to such outage or interruption.

(iv) Demarcation Point(s) and Required Rights. Company will bring the City Fibers to a Company-designated demarcation point(s), and the City will connect its network to the City Fibers at the demarcation point(s). The City shall obtain and maintain all approvals, permits, agreements, etc. on the City's side of the demarcation point(s) between the Company's network and the City's network that are necessary for the City to connect to and use the City Fibers. Company shall obtain and maintain all approvals, permits, agreements, etc. on Company's side of the demarcation point(s) between the Company's network and the City's network that are necessary install, operate, and maintain the City Fibers.

(v) Relocation. After installation of the City Fibers by Company, except as specifically set forth in Section 7.3 of this Agreement, the City shall not have any right to request Company to relocate the City Fibers.

(vi) Taxes. The City shall be obligated to pay for all taxes and other governmental impositions that arise directly or indirectly from the City's use of the City Fibers.

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

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

June 5, 2018

By Hand Delivery

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

In Re: Franchise for Access Fiber Group, Inc. (Crown Castle)

Dear Mr. Downes:

On June 1, 2018, you hand delivered to me a proposed Franchise Agreement by and between the City of Vestavia Hills, Alabama (“City”) and Access Fiber Group, Inc. (“Crown Castle”) allowing Crown Castle the right to use the City’s rights-of-way for a fiber based optical network. You requested that I review the document and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. LEGAL ISSUE ONE

A. LEGAL ISSUE ONE: May municipalities legally spend public funds to indemnify third parties as required by Section 13 of the Agreement?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Issue One is in the negative.

C. BASIS FOR LEGAL OPINION: I base my legal upon the following Alabama legal authorities.

1. Constitution of Alabama of 1901: Section 94, as amended by Amendments 112 and 558, of the *Constitution of Alabama* provides as follows:

“The Legislature shall not have power to authorize any county, city, town or other subdivision of this state to lend its credit or to grant public money or thing of value in aid of or to any individual, association or corporation whatsoever.”

June 5, 2018

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2. **Municipalities in Alabama May Spend Public Funds Only for Public Purposes:** Municipalities in Alabama may spend public funds only for public purposes. The Supreme Court of Alabama has interpreted the language of Sections 93 and 94 of the *Constitution of Alabama* to allow appropriations of public funds when the appropriation is used for public purposes. *Alabama Constitution* amend. 93; *Alabama Constitution* amend. 94; *Slawson v. Alabama Forestry Comm'n*, 631 So.2d 953 (Ala.1994). *Opinion of the Justices No. 269*, 384 So.2d 1051 (1980); *Stone v. State*, 251 Ala. 240 (1948).

3. **Violations of Established Law:** In my opinion, it would be a violation of the following laws for a municipality to indemnify a third party for actions, costs, expenses, damages and liabilities:

(a) Article IV Section 94(a) of the *Constitution of Alabama*; and

(b) the expenditure of public funds pursuant to an indemnification agreement would not be for a “public purpose” and, therefore, violate the holdings in the cases cited in section C-2 above; and

(c) would waive the statutory maximum limits (\$100,000.00) of liability set forth in Title 11-93-2, *Code of Alabama, 1975*; and

(d) would waive the discretionary function immunity for its public employees established by the holdings in *Woods v. Wilson*, 539 So.2d 224 and *Hilliard v. Huntsville*, 585 So.2d 889; and

(e) violate the joint liability statute set forth at Title 11-47-191(b), *Code of Alabama, 1975*; and

(f) would prejudice the rights of the City general comprehensive liability insurance carrier and jeopardize coverage under the policy.

II. **LEGAL ISSUE TWO**

A. **LEGAL ISSUE TWO:** May municipalities legally spend public funds to indemnify third parties as required in section (vii) of Exhibit A to the proposed Franchise Agreement?

B. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue Two is in the negative.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon the Alabama legal authorities set forth in section I-C above.

June 5, 2018

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III. RECOMMENDATIONS

- A. Delete the language of Section 13 in its entirety.
- B. Section 13 should read as follows:

“SECTION 13. Indemnity and Hold Harmless: The Company agrees to indemnify, defend and hold harmless the City, its elected officers, employees, agents and representatives, against all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys’ fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Company, its employees, agents or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company’s deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Company shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.”

- C. Delete the language of section (vii) of Exhibit A in its entirety.

IV. OTHER MATTERS

I want to point out that the City may be liable for damages as a result of the negligence of its employees while acting within the line and scope of his or her duties (Title 11-47-190, *Code of Alabama, 1975*). The City protects the municipality and its employees and officials with general comprehensive liability insurance coverage.

Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by hand)