Vestavia Hills City Council Agenda May 14, 2012 5:00 PM

- 1. Call to Order
- 2. Roll Call
- 3. Invocation Joe Comer, Horizon Church
- 4. Pledge of Allegiance
- 5. Candidates, Announcements and Guest Recognition
- 6. Mayor's Report
- 7. Councilors' Reports
- 8. Presentation Birmingham Museum of Art Rebecca Dobrinski, Dev. Manager
- 9. Approval Of Minutes –April 19, 2012 (Meeting with the Mayor; April 23, 2012 (Work Session) and April 23, 2012 (Regular Meeting)

Old Business

- 10. Ordinance Number 2404 Rezoning 3147 Ranger Road; Lots 19 & 20, Block 5, Glass 3rd Add To New Merkle; Rezone From Vestavia Hills R-4 To Vestavia Hills R-6; John O'Rourke, Owners
- 11. Ordinance Number 2379-A An Oridinance To Rescind Ordinance Number 2379 Finding And Determining That Real Property ("The Property") Being The Old Library Property Situated At 1112 Montgomery Highway, Vestavia Hills, Alabama With An Appraised Value Of \$1,500,000.00 Owned By The City Of Vestavia Hills, Alabama Is Not Needed For Public Or Municipal Purposes; To Decide Whether Or Not To Sell The Property To M&P Properties, LLC For A Total Consideration Of \$800,000.00; A Finding And Determination By The City Council That The Closing Of The Sale Of The Property Pursuant To The Terms, Provisions And Conditions Of A Written Real Estate Purchase And Sale Agreement, Including The First Addendum And Second Addendum ("Contract"), Will Promote The Economic Development Of The City; Will Serve As A Valid And Sufficient Public Purpose Notwithstanding Any Incidental Benefit Accruing To Any Private Entity Or Entities; And Will Benefit The Public And Promote The Public Welfare Of The City Of Vestavia Hills; And To Authorize And Direct The Mayor To Execute And Deliver The Contract

12. Resolution Number 4247-A – A Resolution Rescinding Resolution Number 4247 – Authorizing The Mayor To Enter Into A Contract For Photo Enforcement With Redflex Traffic Systems Subject To Legislative Photo Enforcement Authorization

New Business

- 13. Resolution Number 4294 A Resolution Appointing A Member To The Birmingham-Jefferson County Transit Authority
- 14. Resolution Number 4295 A Resolution Declaring Certain Personal Property Items As Surplus And Directing The Sale/Disposal Of Said Items
- 15. Resolution Number 4296 A Resolution To Exempt Certain "Covered Items" From Municipal Sales And Use Tax During The First Full Weekend Of July, As Authorized By Act 2012-256, Generally Referred To As The State Severe Weather Preparedness Sales Tax Holiday Legislation
- 16. Resolution Number 4299 A Resolution Authorizing The Mayor To Enter Into An Agreement With Landscape Workshop For Montgomery Highway Median Landscaping Services

New Business (Unanimous Consent Requested)

17. Resolution Number 4297 – Authorizing The Mayor To Enter Into An Agreement With Goodwyn, Mills And Cawood For Temporary Inspections Services On The Healthy Way Roadway/Bridge Project

First Reading (No Action To Be Taken At This Meeting)

- 18. Resolution Number 4298 A Resolution Vacating A Storm Drain Easement On Lot 1, Acton Road Professional Park
- 19. Resolution Number 4300 A Resolution Authorizing The Mayor To Enter Into An Agreement With ICMA For A Comprehensive Analysis Of Police And Fire Services For The City Of Vestavia Hills
- 20. Ordinance Number 2407 General Obligation Warrants, Series 2012
- 21. Ordinance Number 2408 Annexation 90-day final Gresham Woods Subdivision as recorded in MB 227, MP 2 LESS and EXCEPT Lots 12 & 13
- 22. Ordinance Number 2406 Rezoning Gresham Woods Subdivision as recorded in MB 227, MP 2 LESS and EXCEPT Lots 12 & 13; Rezone from Jefferson County E-2 to Vestavia Hills R-1; compatible zoning for Annexation; Dr. and Mrs. James Posey and Byrom Building Corporation, Inc., Owners

- 23. Ordinance Number 2405 Rezoning 1929 Canyon Road; Lot 12, Block 3, Southridge 2nd Add To Vestavia Hills; Rezone From Vestavia Hills Inst-1 With Conditions To Vestavia Hills Inst-1 With Amended Conditions; Alpha Sigma Tau, Owners
- 24. Ordinance Number 2381-A- Amendment To Rezoning 3975 Asbury Road; The Purpose Of This Request Is To Amend The Rezoning Approved By Ordinance Number 2381 In Order To Allow Limited Parking South Of The Creek; David Morrison, Owners; Jerry Salmon, Representing
- 25. Citizens Comments
- 26. Executive Session
- 27. Motion For Adjournment

CITY OF VESTAVIA HILLS

MEETING WITH THE MAYOR

MINUTES

APRIL 19, 2012

The City Council of Vestavia Hills met in a regularly scheduled Meeting with the Mayor on this date at 4:30 PM following posting/publication pursuant to Alabama law. The Mayor called the meeting to order and the roll was checked with the following:

MEMBERS PRESENT: Mary Lee Rice, Council President

Steve Ammons, President Pro-Tem

Linda Allison George Pierce Jim Sharp

OTHER OFFICIALS PRESENT: Mayor Alberto C. Zaragoza, Jr.

Randy Robertson, City Manager Rebecca Leavings, City Clerk

Dan Rary, Police Chief Jim St. John, Fire Chief

Brian Davis, Park and Rec. Director

Darrin Estes, IT Director Greg Gilchrist, Fire Marshal

The Mayor opened the meeting and welcomed the persons in attendance including Sam Gaston, Mountain Brook City Manager to address concerns of traffic on East Street.

Mr. Gaston gave a brief background of negotiations with a previous administration in the development of soccer/lacrosse fields within their City. He showed a traffic study that was conducted by engineers that the previous Vestavia Hills Mayor requested which showed areas where East Street could be straightened, piped for shoulders, etc. He stated that Mountain Brook offered to help pave the street and Vestavia refused the offer. Mr. Gaston stated his Public Works Director has studied East Street and indicated that some of those fixes can still be done to help the narrow roadway situation and that calendars are readily available to allow the citizens to know when tournament occur and when there'll be more traffic.

The Vestavia Hill Councilors indicated they were unaware of the previous offer by Mountain Brook. It was decided that the Vestavia Hills' engineer would work with Mountain Brook's engineer to determine if any cost effective improvements can be made to East Street that will help with the traffic congestion caused by the tournaments at the Mountain Brook fields. If so, the Vestavia Hills City Council will propose a cost-sharing arrangement with Mountain Brook to effect the changes.

The Mayor discussed with the Council several topics/updates, including but not limited to:

- Chris Williams and Gary Rehm of Sterne Agee Leach, Inc., discussed a possible debt service reduction for the City. They described the City's debt service, refunding, etc., and gave suggestions.
- Various other city issues were discussed.

There being no further business, the meeting adjourned at 7:20 PM.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk

CITY OF VESTAVIA HILLS

WORK SESSION

MINUTES

APRIL 23, 2012

The City Council of Vestavia Hills met in a Work Session on this date at 4:15 PM following posting/publication pursuant to Alabama law. The Council President called the meeting to order and the roll was checked with the following:

MEMBERS PRESENT: Mary Lee Rice, Council President

Steve Ammons, President Pro-Tem

Linda Allison George Pierce Jim Sharp

OTHER OFFICIALS PRESENT: Mayor Alberto C. Zaragoza, Jr.

Randy Robertson, City Manager Rebecca Leavings, City Clerk Wendy Appling, Deputy Clerk

Dan Rary, Police Chief Jim St. John, Fire Chief

Brian Davis, Park and Rec. Director

Darrin Estes, IT Director Greg Gilchrist, Fire Marshal Christopher Brady, City Engineer

PRESENTATION AND UPDATE ON SIDEWALK CONSTRUCTION

Mr. Brady gave an update on the sidewalk construction projects in the City and indicated that two of the projects were requiring some additional construction by ALDOT. He explained that supplemental contracts were required with the two engineering companies for CE&I (construction, engineering and inspection) services for the sidewalk construction.

Blair Perry, Gresham Smith and Partners explained the changes in ALDOT's standards concerning certain ADA restrictions and the reasons for the supplemental charges.

Discussion ensued and the Council's questions were answered.

There being no further business, the meeting adjourned at 4:50 PM.

Mary Lee Rice Council President

ATTESTED BY:

Rebecca Leavings City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

APRIL 23, 2012

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

MEMBERS PRESENT: Mary Lee Rice, Council President

Steve Ammons, President Pro-Tem

George Pierce Linda Allison Jim Sharp

OTHER OFFICIALS PRESENT: Mayor Alberto C. Zaragoza, Jr.

Randy Robertson, City Manager Rebecca Leavings, City Clerk Wendy Appling, Deputy Clerk Melvin Turner, III, Finance Director George Sawaya, Deputy Treasurer

Dan Rary, Police Chief

Christopher Brady, City Engineer

Jim St. John, Fire Chief Greg Gilchrist, Fire Marshal

Brian Davis, Park and Rec. Director

Darrin Estes, IT Director

Invocation was given by Dr. Scott Guffin, Liberty Park Baptist Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, CANDIDATES, GUESTS

• None.

MAYOR'S REPORTS

• The Mayor stated that Life Time Fitness has installed their construction trailer and will soon begin construction on their building. A groundbreaking ceremony is scheduled for May 4 at 1 PM at the site.

- Mayor Zaragoza asked Christopher Brady for updates on the Meadowlawn Project.
 - Mr. Brady stated that LeHe Consulting has uploaded an informational website concerning the mitigation of the Meadowlawn Community. He stated that the website address is http://meadowlawn.hazmitalabama.com.
- The Mayor stated that the 2012 Decorators Showhouse has opened and features the home at 1717 Vestwood Hills Drive. He explained that the home has been designed by local decorators and is beautiful.
- Casino night and auctions were featured by PALS at their most recent fundraiser last Saturday, April 21. The Mayor indicated that the event was a big success.
- The 10-year celebration of the construction of the playground was held on Sunday, April 22.
- The International Food Festival will be held on Saturday, April 28, 2012 until 2 PM. There is a \$5 donation and everyone is invited.
- Mayor Zaragoza asked Chief St. John for updates on upcoming events.
 - Chief St. John stated that there is an April 27th remembrance ceremony scheduled for the morning of May 19 with a community tree planting immediately afterward. He stated that the area churches are bringing the communities together to share and work on planting trees in the area. He asked everyone to come and lend a helping hand.
 - Ms. Rice thanked all the first responders, Public Works, and all the employees who worked tirelessly to help the City recover from those morning tornados.
- Mayor Zaragoza asked Mr. Robertson for updates on the new City website.
 - o Mr. Robertson stated that he has worked with a marketing company to develop a new and cleaner website for the City. He explained the changes within the website and showed examples of it. He introduced Mark Griggs of Marketrue who helped to develop a marketing website.
 - o Mr. Griggs, Mr. Estes and Ms. Appling described certain aspects of the new site, along with unveiling the new "property inventory" maps designed to aid companies wishing to locate in the City.

COUNCILOR REPORTS

 Mr. Ammons stated in appreciation of their work following the tornadoes of last year, that the Rotary Club will be hosting a picnic for first responders on Friday, April 27th.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for the month ending March 2012. He read and explained the balances.

PRESENTATION – CHILD CARE RESOURCES

Joan Wright, Executive Director, thanked the Council for the support they have received in the past and requested continued support.

APPROVAL OF MINUTES

The minutes of April 9, 2012 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the April 9, 2012 (Regular

Meeting) minutes and approve them as presented was by Mr. Pierce and

second by Mr. Ammons. Voice vote as follows:

 $\begin{array}{ll} Mr. \; Pierce-yes & Ms. \; Allison-yes \\ Mr. \; Sharp-yes & Mr. \; Ammons-yes \end{array}$

Ms. Rice – yes Motion carried.

OLD BUSINESS

ORDINANCE NUMBER 2398

Ordinance Number 2398 - Annexation - 90-Day Final - 2819 Acton Place; Scott And Valerie Hughen

MOTION Motion to adopt Ordinance Number 2398 was by Mr. Pierce and second was by Mr. Sharp.

Ms. Rice stated that this is the 90-day final annexation request for this property.

Mr. Pierce gave the report as presented previously from the Annexation Committee.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes Ms. Allison – yes Mr. Sharp – yes Mr. Ammons – yes Ms. Rice – yes Motion carried.

ORDINANCE NUMBER 2399

Ordinance Number 2399 – Rezoning – 2819 Acton Place; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Compatible Zoning For Annexation; Scott And Valerie Hughen, Owners

MOTION Motion to adopt Ordinance Number 2399 was by Mr. Sharp and second was by Mr. Ammons.

Ms. Rice stated that this is the compatible zoning for the property just annexed.

Mr. Sharp gave the recommendation for approval from the Planning and Zoning Commission.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes Ms. Allison – yes Mr. Sharp – yes Mr. Ammons – yes Ms. Rice – yes Motion carried.

ORDINANCE NUMBER 2400

Ordinance Number 2400 – Annexation – 90-Day Final – 2600 Altadena Road; Lot 5, Altadena Acres; Jarvis And Patricia Palmer, Owners

MOTION Motion to adopt Ordinance Number 2400 was by Mr. Pierce and second was by Ms. Allison.

Ms. Rice stated that this is the 90-day final annexation request for this property.

Mr. Pierce gave the report as presented previously from the Annexation Committee.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes Ms. Allison – yes Mr. Sharp – yes Mr. Ammons – yes Ms. Rice – yes Motion carried.

ORDINANCE NUMBER 2401

Ordinance Number 2401 – Rezoning – 2600 Altadena Road, Lot 5, Altadena Acres; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Compatible Zoning For Annexation; Jarvis And Patricia Palmer

MOTION Motion to adopt Ordinance Number 2401 was by Mr. Sharp and second was by Mr. Ammons.

Ms. Rice stated that this is the compatible zoning for the property just annexed.

Mr. Sharp gave the recommendation for approval from the Planning and Zoning Commission.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes Ms. Allison – yes Mr. Sharp – yes Mr. Ammons – yes Ms. Rice – yes Motion carried.

ORDINANCE NUMBER 2402

Ordinance Number 2402 – Annexation – 90-Day Final – 2512 Skyland Drive; Lots 5 & 6, Dolly Ridge Estates, 1st Addition; Spence Beavers

MOTION Motion to adopt Ordinance Number 2402 was by Mr. Pierce and second was by Mr. Ammons.

Ms. Rice stated that this is the 90-day final annexation request for this property.

Mr. Pierce gave the report as presented previously from the Annexation Committee. He indicated there was a request made by the Council at the previous meeting for the applicant to meet certain conditions by this meeting.

Ms. Leavings indicated that the Council had requested an appraisal of the property assuming it's value if it were in Vestavia Hills. The applicant has supplied it to the members of the Council and it valued the home at the mid-\$250's. She stated the Council also asked that the property be surveyed into a single lot and there are provisions in the Ordinance to require this to be accomplished in less than 90 days or the Ordinance is not in effect. She stated that she had recommended this be accomplished in the City with restrictive covenants prohibiting a future subdivide because the covenants could be attached to this Ordinance.

Ms. Rice opened the floor for a public hearing.

Dustin Palmore, 2528 Skyland Drive stated that, as a citizen of Vestavia Hills, he doesn't know these applicants but feels the addition of their property would be an asset to the City and to the community and encouraged the Council to approve the annexation.

David Harwell, 1803 Catala Road, asked what the threshold value was for homes to be annexed.

Ms. Rice stated that the Council prefers to see at least a \$250,000 value but that's not the only factor.

There being no one else present to address the Council, Ms. Rice closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

ORDINANCE NUMBER 2403

Ordinance Number 2403 – Rezoning – 2512 Skyland Drive; Lots 5 & 6, Dolly Ridge Estates, 1st Addition; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Compatible Zoning For Annexation; Spence Beavers

MOTION Motion to adopt Ordinance Number 2403 was by Mr. Pierce and second was by Mr. Ammons.

Ms. Rice stated that this is the compatible zoning for the property just annexed.

Mr. Sharp gave the recommendation for approval from the Planning and Zoning Commission.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Sharp – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

RESOLUTION NUMBER 4284

Resolution Number 4284 - A Resolution Authorizing A Supplemental Fee For CE&I Services From Gresham Smith And Partners For ALDOT/Jefferson County Project No. STPBH-CN10(908)

MOTION Motion to adopt Resolution Number 4284 was by Ms. Allison and second was by Mr. Sharp.

Ms. Rice stated that this request had been discussed at the work session and amounts to approximately \$61,000 with 80 percent being reimbursed through grants.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes Ms. Allison – yes Mr. Sharp – yes Mr. Ammons – yes Ms. Rice – yes Motion carried.

RESOLUTION NUMBER 4285

Resolution Number 4285 - A Resolution Authorizing A Supplemental Fee For CE&I Services From Birmingham Engineering & Construction Consultants, Inc., And Gresham Smith And Partners For ALDOT Project No. STRS-SR09(914)

MOTION Motion to adopt Resolution Number 4285 was by Mr. Pierce and second was by Mr. Ammons.

Ms. Rice stated that this request had been discussed at the work session and amounts to approximately \$42,000.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4286

Resolution Number 4286 – A Resolution Appointing A Member To The Vestavia Hills Board of Education

MOTION Motion to adopt Resolution Number 4286 was by Mr. Pierce and second was by Mr. Ammons.

Ms. Rice explained that the Council received applications for the upcoming vacancy on the Board of Education. She stated that after interviewing the candidates, the Council concurred to appoint Mr. Mark Hogewood. Ms. Rice stated that David Walker had done an outstanding job on the Board of Education and she believes Mr. Hogewood will be a great addition to the Board.

Mr. Hogewood was present and thanked the Council for the appointment.

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Sharp – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

RESOLUTION NUMBER 4287

Resolution Number 4287 - A Resolution Finding And Determining That The Conditions Of Certain Public Streets And Roads In The City Of Vestavia Hills, Alabama Present The Possibility Of Property Damage And/Or Personal Injury To Members Of The General Public; That Such Conditions Constitute Emergency Situations As Set Forth In Title 39-2-2(E), Code Of Alabama, 1975; And Authorizing The Mayor To Let Contracts For The Repair And/Or Repaving Of Those Public Roads And Streets Without Public Advertisement Inviting Competitive Bids Under The Alabama Public Works Law; And Authorizing The Mayor To Proceed With Public Advertisement Inviting Competitive Bids Under The Alabama Public Works Law For A New Contract Similar To The Recently Expired Three-Year Contract With Dunn Construction Company, Inc., Which Expired In March 2012

MOTION Motion to adopt Resolution Number 4287 was by Mr. Ammons and second was by Mr. Perice.

Mayor Zaragoza explained that the 3-year bid that the City had for paving had run out last month and was presently in the process of being re-bid. In the meantime, the

City had identified streets that need to be paved immediately and has indicated that they should be declared as an emergency repair. This Resolution will allow those streets to be paved.

Ms. Rice indicated the expense for the paving is estimated at \$350,000.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Sharp – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

RESOLUTION NUMBER 4288

Resolution Number 4288 – A Resolution Authorizing The Mayor To Enter Into An Agreement With Alabama Department Of Transportation For Project No. NHF-0038(529) Adaptive Signal Control On SR-38 (US 280) From Brook Manor Drive To Doug Baker Blvd

MOTION Motion to adopt Resolution Number 4288 was by Ms. Allison and second was by Mr. Sharp.

The Mayor explained this Resolution would be to install "smart traffic signals" which will be synced to allow traffic to flow easier along the 280 corridor.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Sharp – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

RESOLUTION NUMBER 4289

Resolution Number 4289 - A Resolution Changing The Dates Of Council Meetings In The Calendar Year 2012

MOTION Motion to adopt Resolution Number 4289 was by Mr. Ammons and second was by Mr. Pierce.

The Mayor stated that this moves three Council meetings: (1) the May 28 meeting is moved to May 30 in lieu of Memorial Day; (2) the November 12 meeting is moved to November 5 due to the organizational meeting of the new administration and (3) the December 24 meeting is moved to December 26 due to Christmas Eve and Christmas holidays.

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

RESOLUTION NUMBER 4290

Resolution Number 4290 – A Resolution Approving Consultant Services To Assist The City Engineer

MOTION Motion for unanimous consent for the immediate consideration and

adoption of Resolution Number 4290 was made by Mr. Pierce and second

was by Mr. Ammons. On a voice vote:

Mr. Pierce – yes
Mr. Sharp – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

MOTION Motion to adopt Resolution Number 4290 was by Mr. Ammons and

second was by Ms. Allison.

Mr. Robertson explained that these funds will be utilized to bring in someone on a part time basis to assist the City Engineer. He stated that he has received a quote from a professional engineer who consults with another municipality and also has done some background work in Vestavia Hills.

Ms. Rice stated that there is some money in the budget already for engineering consultants.

Mr. Robertson stated that most of that is earmarked for project work. This \$16,000 is over and above that amount.

Ms. Rice opened the floor for a public hearing.

Neil Parekh, 2120 Castle Hill Drive, stated that conditions are bad on his street and he knows the City hasn't taken over maintenance of it yet. However, there is only

one vacant lot remaining in the subdivision and he wanted to know if something can be done.

Discussion ensued and Mr. Brady indicated that there are more problems with the street than just the seal coat. The developer will have several issues to clear up before the road can be accepted and he doesn't believe that the surety held by the City is enough to cover the roadways.

MOTION Ouestion called on a roll call vote:

Mr. Pierce – yes
Mr. Sharp – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

RESOLUTION NUMBER 4291

Resolution Number 4291 - A Resolution Accepting A Bid For Retro-fitting Light Fixtures In The Civic Center And The Municipal Center

MOTION Motion for unanimous consent for the immediate consideration and adoption of Resolution Number 4291 was made by Mr. Ammons and

second was by Ms. Allison. On a voice vote:

Mr. Pierce – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

MOTION Motion to adopt Resolution Number 4291 was by Mr. Pierce and second was by Mr. Ammons.

The Mayor stated that the City recently opened bids for retrofitting energy efficient light fixtures. He indicated that the City has received a grant to cover the expense of \$47,000 but has to outlay the money and be reimbursed. The recommendation is to accept the lowest bidder.

Ms. Rice opened the floor for a public hearing. There being no one to address the Council concerning this request, Ms. Rice closed the public hearing and called for the question.

MOTION Ouestion called on a roll call vote:

Mr. Pierce – yes
Mr. Sharp – yes
Mr. Allison – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

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

Ms. Rice stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting of May 14, 2012 at 5 PM.

- Ordinance Number 2404 Rezoning 3147 Ranger Road; Lots 19 & 20, Block 5, Glass 3rd Add To New Merkle; Rezone From Vestavia Hills R-4 To Vestavia Hills R-6; John O'Rourke, Owner
- Ordinance Number 2379-A An Ordinance To Rescind Ordinance Number 2379 Finding And Determining That Real Property ("The Property") Being The Old Library Property Situated At 1112 Montgomery Highway, Vestavia Hills, Alabama With An Appraised Value Of \$1,500,000.00 Owned By The City Of Vestavia Hills, Alabama Is Not Needed For Public Or Municipal Purposes; To Decide Whether Or Not To Sell The Property To M&P Properties, LLC For A Total Consideration Of \$800,000.00; A Finding And Determination By The City Council That The Closing Of The Sale Of The Property Pursuant To The Terms, Provisions And Conditions Of A Written Real Estate Purchase And Sale Agreement, Including The First Addendum And Second Addendum ("Contract"), Will Promote The Economic Development Of The City; Will Serve As A Valid And Sufficient Public Purpose Notwithstanding Any Incidental Benefit Accruing To Any Private Entity Or Entities; And Will Benefit The Public And Promote The Public Welfare Of The City Of Vestavia Hills; And To Authorize And Direct The Mayor To Execute And Deliver The Contract
- Resolution Number 4247-A A Resolution Rescinding Resolution Number 4247 Authorizing The Mayor To Enter Into A Contract For Photo Enforcement With Redflex Traffic Systems Subject To Legislative Photo Enforcement Authorization

CITIZENS COMMENTS

David Harwell, 1803 Catala Road, asked if the new polling place would be used for tomorrow's runoff election.

The Mayor stated that it hasn't been pre-cleared by the Department of Justice, so it will be at the Birmingham International Church.

MOTION Motion to adjourn the meeting at 7:15 PM was by Mr. Ammons. Mr. Pierce seconded the motion, voice vote as follows:

Mr. Pierce – yes
Mr. Sharp – yes
Mr. Ammons – yes
Ms. Rice – yes
Motion carried.

Mary Lee Rice Council President

ATTESTED BY:

Rebecca 1	Leavings
City Cler	k

APPROVED BY:

ORDINANCE NUMBER 2404

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 A PARCEL OF PROPERTY FROM VESTAVIA HILLS R-4 TO VESTAVIA HILLS R-6

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-4 to Vestavia Hills R-6;

3147 Ranger Road Lots 19 & 20, Block 5, Glass 3rd Add to New Merkle John O'Rourke, Owner(s)

APPROVED and ADOPTED this the 14th day of May, 2012.

Mary Lee Rice
Council President

ATTESTED BY:

Rebecca Leavings
City Clerk

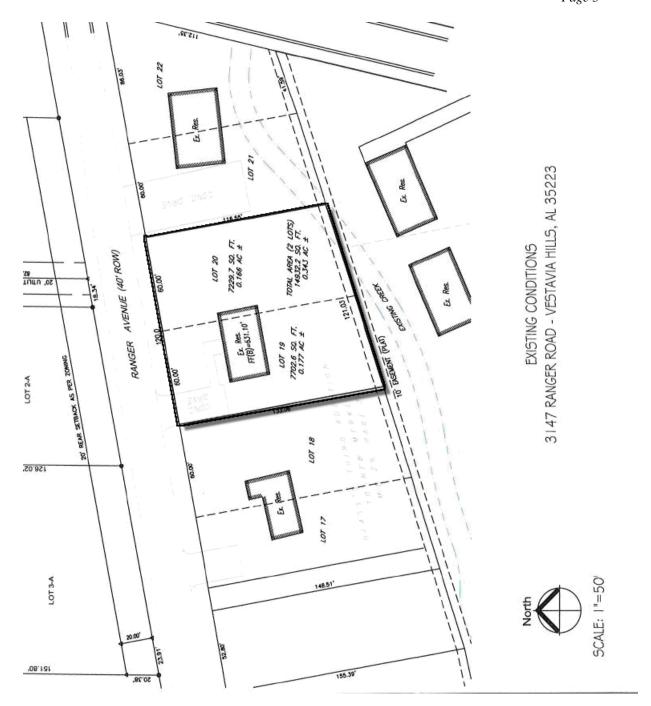
APPROVED BY:

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 # 2404 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 14 th day of May, 2012 as same appears in the official records of
said City.

	Posted	at	Vestavia	Hills	Municipal	Center,	Vestavia	Hills N	lew :	Merkle	House,
Vestav	ia Hills	Ci	vic Center	r and	Vestavia H	ills Libra	ary in the	Forest t	this t	he	day
of			, 2012.								

Rebecca Leavings City Clerk



CITY OF VESTAVIA HILLS

SYNOPSIS AND STAFF RECOMMENDATION CONCERNING APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: February 24, 2012

• <u>CASE</u>: P-0312-06

- **REQUESTED ACTION:** Application for rezoning from Vestavia Hills R-4 to Vestavia Hills R-6
- **PROPOSED USE(S):** R-6 Residential
- <u>ADDRESS/LOCATION</u>. 3147 Ranger Road, Lots 19 and 20, Vestavia Hills, AL 35223
- **APPLICANT/OWNER:** John O'Rourke, 4124 Brookmont Drive, Birmingham, AL 35210
- **REPRESENTING AGENT:** John O'Rourke, 4124 Brookmont Drive, Birmingham, AL 35210
- **GENERAL DISCUSSION:** This property is located on Ranger Road with a single-family residence constructed on two lots surrounded by similarly zoned residential properties. The current residence on Lot 19 is encroaching on the lot line of Lot 20 and the owner wishes to move the common lot line. The existing lots do not conform to R-4 zoning with Lot 19 at 7,702.6 square feet and Lot 20 at 7,229.7 square feet. According to the proposed development plan, the lots will still not conform to R-4 zoning either as Lot 19 will be enlarged to 9,268.6 square feet while Lot 20 will be decreased to 5,663.6 square feet. The owner wishes to rezone from R-4 to R-6 in order to have two conforming lots and the ability to build a new residence on Lot 20.
- CITY OF VESTAVIA HILLS COMPREHENSIVE PLAN: This property is located in Figure 19 of the Vestavia Hills Comprehensive Master Plan an area designated as a neighborhood. This request is not consistent with the plan, however, it is located in an area that is developed with housing on lots with less square footage than the R-4 zoning requires. The Cahaba Heights Community Plan shows the area as medium density; however the surrounding developed areas are in between medium and high density. Therefore, the request is consistent with the development surrounding it.

• <u>STAFF REVIEW AND RECOMMENDATION</u>:

1. City Clerk 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 Clerk Recommendation: No recommendation

- **2. City Engineer Review:** Applicant needs to address drainage requirements for new lots.
- 3. City Fire Marshal Review: No problems noted.
- 4. **Building Safety Review:** No problems noted.

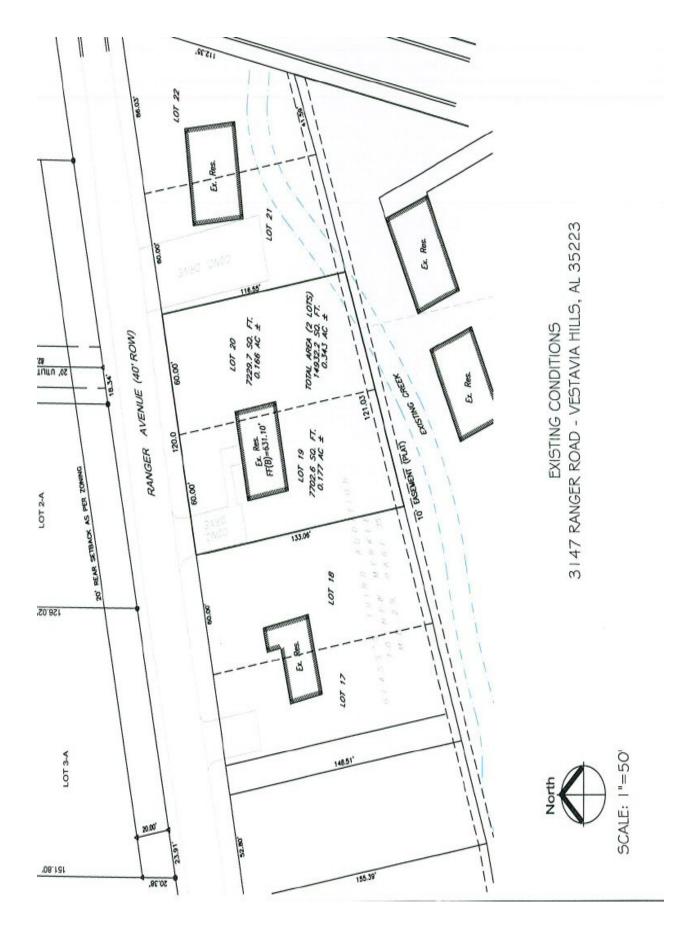
P&Z Recommendation:

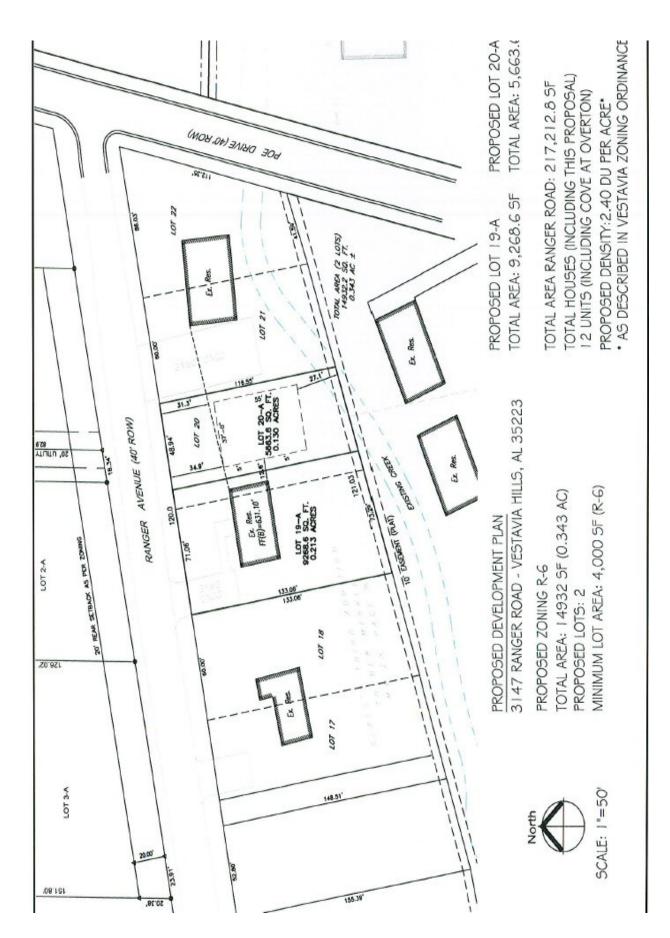
MOTION

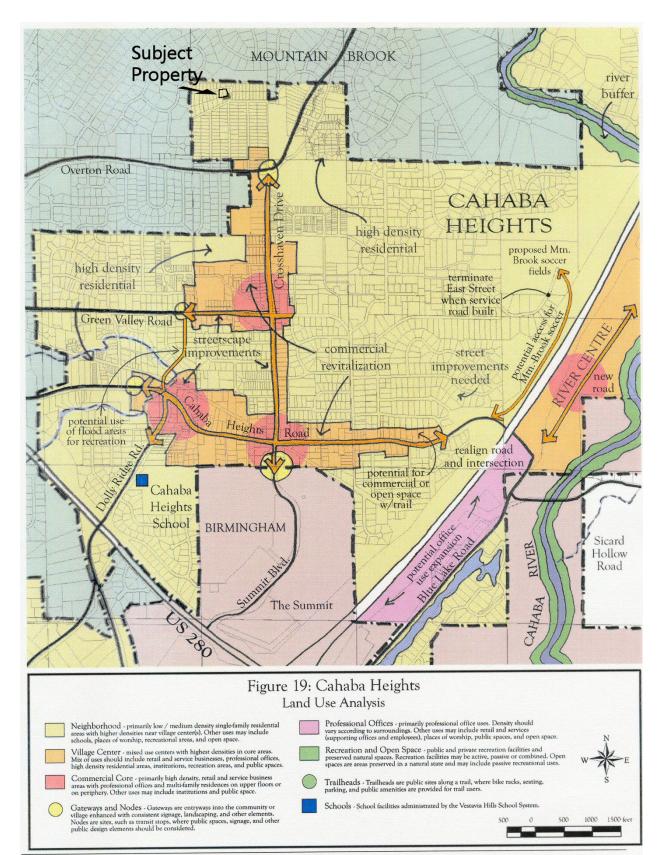
Mr. Burrell made a motion to recommend the rezoning of 3147 Ranger Road, Lots 19 & 20, Block 5, Glass 3rd Add To New Merkle. The Purpose Of This Request Is To Rezone From Vestavia Hills R-4 To Vestavia Hills R-6 In Order To Alter A Common Lot Line And Allow For Construction Of Another Home as presented. Second was by Mr. Sharp. Motion was carried on a roll call; vote as follows:

Mr. Gilchrist – yes
Mr. Burrell – yes
Mr. Visintainer – no
Mr. Sharp – yes

Mr. House – yes
Mr. Farrell – yes
Ms. Fancher – no
Motion failed.







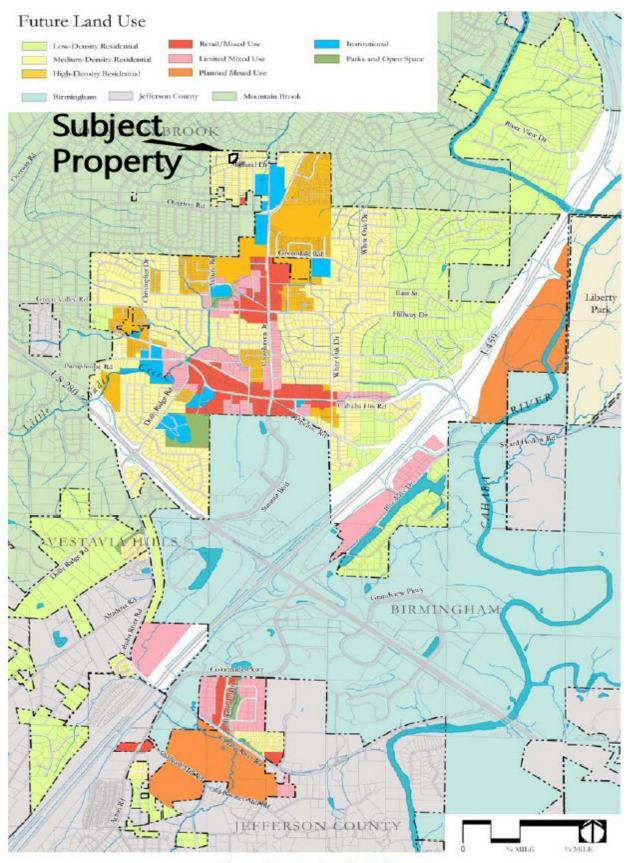


Figure 4: Future Land Use Map

ORDINANCE NUMBER 2379-A

AN ORDINANCE TO RESCIND ORDINANCE NUMBER 2379 - FINDING AND DETERMINING THAT REAL PROPERTY ("THE PROPERTY") BEING THE OLD LIBRARY PROPERTY SITUATED AT MONTGOMERY HIGHWAY, VESTAVIA HILLS, ALABAMA WITH AN APPRAISED VALUE OF \$1,500,000.00 OWNED BY THE CITY OF VESTAVIA HILLS, ALABAMA IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES; TO DECIDE WHETHER OR NOT TO SELL THE PROPERTY TO M&P PROPERTIES, LLC FOR A TOTAL CONSIDERATION OF \$800,000.00; A FINDING AND DETERMINATION BY THE CITY COUNCIL THAT THE CLOSING OF THE SALE OF THE PROPERTY PURSUANT TO THE TERMS, **PROVISIONS** CONDITIONS OF A WRITTEN REAL ESTATE PURCHASE AND SALE AGREEMENT, INCLUDING THE FIRST ADDENDUM AND SECOND ADDENDUM ("CONTRACT"), WILL PROMOTE THE ECONOMIC DEVELOPMENT OF THE CITY; WILL SERVE AS A VALID AND **PURPOSE SUFFICIENT PUBLIC NOTWITHSTANDING** INCIDENTAL BENEFIT ACCRUING TO ANY PRIVATE ENTITY OR ENTITIES; AND WILL BENEFIT THE PUBLIC AND PROMOTE THE PUBLIC WELFARE OF THE CITY OF VESTAVIA HILLS; AND TO AUTHORIZE AND DIRECT THE MAYOR TO EXECUTE AND DELIVER THE CONTRACT.

WHEREAS, on January 23, 2012 the City Council of the City of Vestavia Hills, Alabama adopted and approved Ordinance Number 2379 - ; Finding And Determining That Real Property ("The Property") Being The Old Library Property Situated At 1112 Montgomery Highway, Vestavia Hills, Alabama With An Appraised Value Of \$1,500,000.00 Owned By The City Of Vestavia Hills, Alabama Is Not Needed For Public Or Municipal Purposes; To Decide Whether Or Not To Sell The Property To M&P Properties, LLC For A Total Consideration Of \$800,000.00; A Finding And Determination By The City Council That The Closing Of The Sale Of The Property Pursuant To The Terms, Provisions And Conditions Of A Written Real Estate Purchase And Sale Agreement, Including The First Addendum And Second Addendum ("Contract"), Will Promote The Economic Development Of The City; Will Serve As A Valid And Sufficient Public Purpose Notwithstanding Any Incidental Benefit Accruing To Any Private Entity Or Entities; And Will Benefit The Public And Promote The Public Welfare Of The City Of Vestavia Hills; And To Authorize And Direct The Mayor To Execute And Deliver The Contract and

WHEREAS, the Mayor and City Council feel it is in the best public interest to rescind Ordinance Number 2379 in its entirety.

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

- 1. Ordinance Number 2379 is hereby rescinded in its entirety; and
- 2. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance which shall continue in full force and effect notwithstanding such holding.
- 3. The provision of the Ordinance shall become effective immediately upon the passage and approval thereof by the City Council of the City of Vestavia Hills, Alabama and the publication and/or posting thereof as required by Alabama law.

DONE, ORDERED, APPROVED and ADOPTED, on this the 14th day of May, 2012.

	Mary Lee Rice
	President of City Council
ATTESTED BY:	
Rebecca Leavings	
City Clerk	APPROVED BY:
	Mayor Alberto C. Zaragoza, Jr. Mayor

RESOLUTION NUMBER 4247-A

A RESOLUTION RESCINDING RESOLUTION NUMBER 4247 - AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PHOTO ENFORCEMENT WITH REDFLEX TRAFFIC SYSTEMS SUBJECT TO LEGISLATIVE PHOTO ENFORCEMENT AUTHORIZATION

WHEREAS, on November 14, 2011, the City Council of the City of Vestavia Hills, Alabama adopted and approved Resolution Number 4247 – A Resolution Authorzing the Mayor to enter into a contract for photo enforcement with Redflex traffic systems subject to legislative photo enforcement authorization; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to rescind Resolution Number 4247 in its entirety; and

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

- (1) That Resolution Number 4247 is hereby rescinded in its entirety; and
- (2) This Resolution Number 4247-A shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of May, 2012.

Mary Lee Rice
Council President

ATTESTED BY:

Rebecca Leavings
City Clerk

APPROVED BY:

RESOLUTION NUMBER 4294

A RESOLUTION TO APPOINT A MEMBER TO THE BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY

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

- 1. Andrew Edwards is hereby appointed as a member of the Birmingham-Jefferson County Transit Authority to represent the City of Vestavia Hills; and
- 2. Said appointment shall begin immediately and continue until May 14, 2018;
- 3. This Resolution Number 4294 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of May, 2012.

ATTESTED BY:	Mary Lee Rice Council President
Rebecca Leavings City Clerk	APPROVED BY:

RESOLUTION NUMBER 4295

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

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 said personal property is no longer needed for public purposes and that it would be in the best public interest to sell and/or dispose of said personal property.

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

- 1. The City Council of the City of Vestavia Hills, Alabama, also finds and determines that it would be in the best interest of the City to sell/and or dispose of said surplus personal property; and
- 2. The Mayor is hereby authorized to sell and/or dispose of the surplus personal property referenced in "Exhibits".

DONE, ORDERED, APPROVED and ADOPTED on this the 14th day of May, 2012.

ATTESTED BY:	Mary Lee Rice Council President	
Rebecca Leavings City Clerk	APPROVED BY:	

VESTAVIA HILLS POLICE DEPARTMENT

To: Beck Leavings

MEMO

From: Chief Dan Rary

Date: 11 May 2012

Re: Surplus Equipment

I would like to have the City Council declare the 2011 Range Rover, VIN# SALSH2E41BA296371, as surplus. This vehicle was a drug forfeiture vehicle and is of no use to the Department. Any proceeds derived are earmarked by law to the Drug Forfeiture Account.

To: Rebecca leavings From: Lt. Gilham

Re: Surplus Equipment

Please present he listed equipment to the City Council for surplus declaration:

- **5-Light bars for Crown Victoria**
- **8-Police Cages for Crown Victoria**
- **3-Console units for Crown Victoria**
- 1-Lot of Integrin Video Equipment to include: monitors, cameras & wiring & hard-drive containers
- 1-Trophy Case
- 1-Old Wooden Desk

VESTAVIA HILLS FIRE DEPARTMENT 513 MONTGOMERY HIGHWAY VESTAVIA HILLS, ALABAMA 35216 (205) 978-0225 (205) 978-0205 (FAX)

JAMES R. ST. JOHN FIRE CHIEF

MEMORANDUM

TO:

Mayor Zaragoza

FROM:

Chief St. John

DATE:

March 21, 2012

RE:

Surplus vehicle

I recommend a resolution declaring this vehicle surplus so that it may be sold:

2000 Ford Taurus VIN 1FAFP53UXYA128565 (asset # 52-8565)

It has been replaced and has significant engine problems.

RESOLUTION NUMBER 4296

A RESOLUTION OF THE CITY OF VESTAVIA HILLS, ALABAMA, TO EXEMPT CERTAIN "COVERED ITEMS" FROM THE MUNICIPAL SALES AND USE TAX DURING THE FIRST FULL WEEKEND OF JULY, AS AUTHORIZED BY ACT 2012-256, GENERALLY REFERRED TO AS THE STATE SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY LEGISLATION.

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

Section 1. In conformity with the provisions Act 2012-256 enacted by the Alabama Legislature during the 2012 Regular Session, providing for a State Sales Tax Holiday, the City of Vestavia Hills, Alabama, exempts "covered items" from municipal sales and use tax during the same period, beginning at 12:01 a.m. on the first Friday in July 2012 (July 6, 2012) and ending at 12:00 AM the following Sunday (July 8, 2012), and on the last full weekend of February each year thereafter until rescinded.

Section 2. This Ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2012-256.

Section 3. The City Clerk is hereby authorized and directed to certify a copy of this Resolution under the seal of the City of Vestavia Hills, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

Section 4. This Resolution shall become effective immediately upon adoption and approval.

ADOPTED AND APPROVED this the 14th day of May, 2012.

Mary Lee Rice Council President

ATTESTED BY:

Rebecca Leavings City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr. Mayor

- 1 HB436
- 2 137901-4
- 3 By Representative Poole
- 4 RFD: Ways and Means Education
- 5 First Read: 28-FEB-12

2 ENROLLED, An Act,

To exempt certain covered items from the state sales and use tax during the first full weekend in July in 2012 and the last full weekend of February in subsequent years; to authorize any county or city to exempt certain covered items from local sales and use taxes; and to prohibit a county or municipality from providing for a sales and use tax exemption during any period, other than the first full weekend in July in 2012 and the last full weekend of February in subsequent years, that is not designated as a sales tax holiday.

12 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. (a) As used in this section, the term "covered items" includes the following selling for \$60 or less per item:

- (1) Any package of AAA-cell, AA cell, C-cell, D-cell 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries;
- (2) Any cellular phone battery or cellular phone charger;
- 21 (3) Any portable self-powered or battery-powered 22 radio, two-way radio, weatherband radio, or NOAA weather 23 radio;

1	(4) Any portable self-powered light source,
2	including battery-powered flashlights, lanterns, or emergency
3	glow sticks;
4	(5) Any tarpaulin, plastic sheeting, plastic drop
5	cloths or other flexible, waterproof sheeting;
6	(6) Any ground anchor system, such as bungee cords
7	or rope, or tie-down kit;
8	(7) Any duct tape;
9	(8) Any plywood; (8) Any plywood, window film or
10	other materials specifically designed to protect window
11	<pre>openings;</pre>
12	(9) Any non-electric food storage cooler or water
13	storage container;
14	(10) Any non-electric can opener;
15	(11) Any artificial ice, blue ice, ice packs, or
16	reusable ice;
17	(12) Any self-contained first aid kit;
18	(13) Any fire extinguisher, smoke detector or carbon
19	monoxide detector; and
20	(14) Any gas or diesel fuel tank or container.
21	(b) The term "covered items" also includes the
22	following selling for \$1,000 or less per item:
23	(1) Any portable generator and power cords used to
24	provide light or communications or preserve food in the event
25	of a power outage.

Section 2. <u>Purchases of</u> covered items, as defined herein, are exempted from paying the state sales and use tax during the period from 12:01 a.m. on the <u>last first</u> Friday in April July in 2012 and ending at twelve midnight the following Sunday. In subsequent years, <u>purchases of</u> covered items are exempted from paying state sales and use tax during the period from 12:01 a.m. on Friday of the last full weekend in February and ending at twelve midnight the following Sunday. Items normally sold in pairs or packages shall not be separated to qualify for the exemption provided for in this act.

Section 3. The Commissioner of the Department of Revenue shall promulgate any rules necessary to implement and administer this section including, but not limited to, a list of those articles and items qualifying for the exemption pursuant to this act, that do not conflict with the Streamlined Sales and Use Tax Agreement.

Section 4. Any county or municipality may, by resolution or ordinance adopted at least 30 14 days prior to the last first full weekend of April July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of covered items from paying county or municipal sales and use taxes during a period commencing at 12:01 a.m. on the last first Friday in April July in 2012, and the Friday of the last full weekend of February in subsequent years, and ending at twelve midnight

HB436

1	the following Sunday under the same terms, conditions, and
2	definitions as provided for the state sales tax holiday.
3	Notwithstanding the foregoing, a county or municipality is
4	prohibited from providing such an exemption during any other
5	period of the year that is not designated as a sales tax
6	holiday.
7	Section 5. This act shall become effective
8	immediately following its passage and approval by the
9	Governor, or its otherwise becoming law.

1			
2			
3			
4	_	Speaker of the House of Rep	resentatives
5			
6		President and Presiding Offic	cer of the Senate
7		House of Representative hereby certify that the within	n Act originated in
9 10 11 12 13	and was pass	ed by the House 17-APR-12, as Greg Pappas Clerk	
14			<u></u>
15	Senate	26-APR-12	Amended and Passed
16	House	26-APR-12	Concurred in Sen-

17

RESOLUTION NUMBER 4299

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LANDSCAPE WORKSHOP FOR LANDSCAPING SERVICES ON THE MONTGOMERY HIGHWAY MEDIAN

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

- 1. The Mayor is hereby authorized to enter into an agreement with Landscape Workshop for landscaping services for the Montgomery Highway median from Southwood Road to Old Creek Trail; and
- 2. A copy of said agreement is attached to and incorporated in this Resolution Number 4299 as though written fully therein; and
- 3. This Resolution Number 4299 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of May, 2012.

ATTESTED BY:	Mary Lee Rice Council President
Rebecca Leavings City Clerk	APPROVED BY:

Alberto C. Zaragoza, Jr. Mayor

CITY OF VESTAVIA HILLS ENGINEERING DEPARTMENT INTER-DEPARTMENT MEMO

May 1, 2012

To: Mayor Zaragoza

CC: Randy Robertson, City Manager

Rebecca Leavings, City Clerk

From: Christopher Brady

RE: Highway 31 Median Landscape

Mayor:

The City received proposals on 5/10/12 for Installation of new landscape improvements on the Highway 31 Median. The three proposals received were as follows:

base bid - \$28,464.66 Landscape Workshop Landscape Services base bid - \$40,759.74 Vision Landscapes, Inc base bid - \$36,363.06

Base bid includes installation of new sod, placement of fresh topsoil, maintaining traffic control and erosion control. We will continue to review the potential of City assisting with topsoil, traffic control and erosion control to minimize these unit costs. We are recommending delaying installation of shrubs listed as alternates until cooler weather. Should we experience long periods of no rain, we may need to add one or more watering alternate.

It is my recommendation to proceed with issuance of contract to Landscape Workshop at an approximate cost of \$28,465 to provide this service.

Please let me know if you have questions or would like to discuss in detail.

Sincerely,

-Christopher



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the eleventh in the year Two Thousand Twelve (In words, indicate day, month and year)

day of May

BETWEEN the Owner:

(Name, address and other information)

City of Vestavia Hills 513 Montgomery Highway Vestavia Hills, AL 35216

and the Contractor: (Name, address and other information)

Landscape Workshop 3601 Parkwood Road, SE Bessemer, AL 35022 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201TM—2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

for the following Project: (Name, location, and detailed description)

US Highway 31 Landscape Median Old Creek Trail to Southwood Road Landscape Work

The Architect:

(Name, address and other information)

Nimrod Long and Associates, Inc. 2213 Morris Avenue Birmingham, AL 35203

The Owner and Contractor agree as follows.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than forty five (45) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be twenty eight thousand four hundred sixty four Dollars (\$28,464.66), subject to additions and deductions as provided in the Contract Documents.

&66/100

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

See Exhibit A

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit

See Exhibit A

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

N/A

ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Init.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

X	Arbitration pursuant to Section 15.4 of AIA Document A201–2007
	Litigation in a court of competent jurisdiction
	Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number

Title

Date

Sheets L0.00 through L0.03, L1.01 through L1.07, LT2.01 through LT2.03

02/08/12

§ 9.1.6 The Addenda, if any:

te Pages	,
/	/12 2 /12 2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201TM–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit A Unit Price Schedule
Exhibit B Specifications Contents

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

EXHIBIT A

UNIT PRICES

Submit unit prices and lump-sum amounts for the following items of work. Include all items as part of Base Bid.

NOTE: SOD AND PLANTING BED PREPARATION AND PINE STRAW IS TO BE INSTALLED IN SPRING OF 2012.

ALL SHRUBS TO BE INSTALLED IN FALL OF 2012.

The Unit Prices listed below shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. **Unit Prices shall be used uniformly for additions or deductions**. The final amount paid for the Work done will be the sum of the actual quantities of installed Work, as approved in writing by the Owner, at the Unit Prices bid.

Bidder shall verify quantities listed below by his own take-off from the Drawings and notify the Landscape Architect of discrepancies before submitting his Bid.

BASE BID (REVISED 5-10-12)

BINDE	DID (XXII Y XII)	35 6 10 1-7			
ITEM#	UNIT	QTY	DESCRIPTION	UNIT PRICE	TOTAL
201A002	LUMP SUM	1	CLEARING AND GRUBBING (By City)		
654A007	SQUARE YARD	3606	SOLID SODDING (TIFWAY 419 HYBRID BERMUDA, CYNADON HYBRID 'TIFWAY 419') Includes One Initial watering (One 1" soaking) and Grading	\$ 3.41	\$12,296.46
660A000	CY	93	PLANT TOPSOIL (Shrub Soil Mix)	\$ 24.00	\$2,232.00
660K000	BALE	214	PINESTRAW MULCH	\$ 6.30	\$ 1,348.20
665Q002	LF	500	WATTLE	\$5.00	\$ 2,500.00
740B000	LUMP SUM	1	TRAFFIC CONTROL SIGNS	\$ 6,620.50	\$ 6,620.50
740D000	EACH	50	CHANNELIZING DRUMS	\$ 69.35	\$ 3,467.50
BASE BID				\$	\$28,464.66
ALTERNATES					
660C050	EACH	258	SHRUBS, ILEX CORNUTA CARISSA (CARISSA HOLLY)	\$ 16.11	\$ 4,156.38
660C059	EACH	134	SHRUBS, JUNIPERUS PARSONI (PARSONS JUNIPER)	\$ 16.11	\$ 2,158.74
660C230 EACH 546		546	SHRUBS, LOROPETALUM CHINENSE 'PURPLE PIXIE' (PURPLE PIXIE LOROPETALUM)	\$ 21.00	\$11,466.00
	EA	1	Provide 1" Watering of sod with Water Truck, (One 1" soaking)	\$	\$ 2,265.00
740E000	EACH	50	CONES (36" HIGH)	\$ 16.00	\$ 800.00
740M001	EACH	50	BALLAST FOR CONE	\$ 9.00	\$ 450.00

Exhibit B

US Highway 31 Landscape Median

NLA# 11-313

Landscape Work Old Creek Trail to Southwood Road

TABLE OF CONTENTS

Title Page Table of Contents

Divisi	on	Section and Subject	Last Page
A.	BIDDING REQUIREMENTS AND BI	DDING FORMS	
		Instructions to Bidders	Ĩ
		Bid Form	3
B.	CONDITIONS OF THE CONTRACT	AND CONTRACT FORMS	
		General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition (included by reference)	44
		Supplementary Conditions of the Contract for Construction	6
		Performance Bond and Payment Bond, AIA Document A 312, December 1984 Edition (included by reference)	6
		Form of Agreement Between Owner and Contractor, AIA Document A101, 2007 Edition (included by reference)	i 7

C. SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction 2012 Edition (included by reference)

RESOLUTION NUMBER 4297

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GOODWYN, MILLS AND CAWOOD FOR INSPECTION SERVICES FOR THE HEALTHY WAY ROAD/BRIDGE PROJECT

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

- The Mayor is hereby authorized to enter into an agreement with Goodwyn, Mills and Cawood for inspection services for the Healthy Way road/bridge construction project; and
- 2. A copy of said agreement is attached to and incorporated in this Resolution Number 4297 as though written fully therein; and
- 3. This Resolution Number 4297 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of May, 2012.

ATTESTED BY:	Mary Lee Rice Council President
Rebecca Leavings City Clerk	APPROVED BY:

Alberto C. Zaragoza, Jr. Mayor

May 7, 2012

Christopher Brady
City Engineer
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

Re:

Patchwork Farm Vestavia Hills, AL

Proposal for Part-Time Construction Inspection Services

via: email

Dear Christopher:

Thank you for the opportunity to submit a proposal for the Part-Time Construction Inspection Services for the entrance roadway and improvements to Cahaba River Road at the Patchwork Farm development in Vestavia Hills. We have prepared this proposal based on our discussions with you and our professional opinion as to the scope of work that will be required in order to provide construction inspection and oversight of the referenced project. We look forward to working with you throughout this project.

A> PROJECT TEAM:

Construction Inspection:

Goodwyn Mills & Cawood, Inc. (GMC)

B> PROJECT SCOPE & SCOPE OF SERVICES:

From our previous conversations and understanding of the infrastructure obligations by the City, we have identified the following primary work items to be addressed in the near term:

PROJECT SCOPE:

GMC understands the scope of the project to be approximately 860 LF of new roadway, including clearing grading, curb and gutter, drainage, base and pave, and a pre-cast bridge structure. Also included is a traffic signal and required improvements to Cahaba River Road.

CONSTRUCTION PERIOD SERVICES:

- 1. Make visits to the site at intervals appropriate to the various stages of construction as GMC deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. In addition, GMC shall provide the services of a Resident Project Representative (RPR) at the site to assist GMC and to provide more continuous observations of such work. GMC shall not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). GMC's effort will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will be free from defects and will conform to the Contract Documents, but GMC shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of onsite observations, GMC shall keep OWNER informed of the progress of the work.
- 2. During such visits and on the basis of such observations, GMC shall have authority to disapprove of or reject Contractor's work while it is in progress if GMC believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a function of the whole as indicated in the contract documents.
- 3. Issue necessary interpretations and clarifications of the Contract Documents and, act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder; and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of

GOODWYN. MILLS AND CAWOOD, INC.

2701 lst Avenue South, Suite 100 Birroingham, AL 35233 Tel 205.879.4467 Fax 205.879.4493

GMCNETWORK.COM

GEOTECHNICAL

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the work, but GMC shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

- Conduct a final inspection to determine if the Project is substantially complete and to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that GMC may recommend, in writing, final payments to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable to the best of GMC'S knowledge, information and belief and based on the extent of the services performed and furnished by GMC under this agreement.
- 5. GMC shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except GMC's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. GMC shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

EXCLUDED SERVICES:

- As-Built Surveying: GMC provides these services and will submit a proposal upon request,
- Construction Management Services: GMC does not manage the scheduling of construction activities, hire contractors or sub-contractors coordinate the work of contractors or otherwise participate in the management of construction activities. These are the responsibilities of a General Contractor or Construction Management firm, and are specifically excluded from the services we offer.
- Other services: not specifically included.

PROJECT SCHEDULE:

We approach each project with a professional level of diligence, and we strive to maintain our schedule commitments. The following table shall serve as an estimate of the durations we anticipate will be required to design your project as defined herein:

	ESTIMATED DURATION:	DEADLINE:
CONSTRUCTIONACTIVITIES: Construction Inspection Services:	Commencing and concurrent with construction for a total 180 days or 26 weeks	Concurrent w/

C> COMPENSATION & FORM OF CONTRACT:

BASIC SERVICES FEES:

We propose performing the work illustrated above under the "Scope of Services" section in accordance with the following schedule. We calculate services in one of several manners:

- Percentage of Construction (%C) fees which are calculated as a fee percentage times the Construction Cost.
- Lump Sum (LS) fees are fixed fees
- Hourly (H) fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee (See GMC Hourly Rate Schedule, updated annually in July). We have provided an allowance for anticipated cost of hourly services in the table below.

Allowayes (Allow) are occasionally included for anticipated work that is not yet quantifiable

• Anotestices (Anote) are occa	sionany included for anticipal	leu	WOLK HALIS HOLY	ett	uanunabie.	
	UNIT		BASIC SERVICES FEE			TYPE
	[AREA or ESTIMATED	Ì	Unit Cost		Value	
	CONST. COST]	į				
CONSTRUCTION ACTIVITIES						
Construction Inspection Services:	20 hr/wk x 26 wks	x	\$80.00/hr	=	\$41,600.00	Allow

REIMBURSABLE EXPENSES:

Page 2 of 3 GOODWYN MILLS & CAWOOD, INC.



Patchwork Farms - Construction Inspection Services Vestavia Hills, AL May 7, 2012

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

PAYMENT TERMS:

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

LIABILITY INSURANCE:

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

FORM OF CONTRACT:

We recommend EJCDC E-520 Short Form of Agreement between Owner and Engineer for Professional Services; serve as the basis of our agreement. Through the use of this industry standard document, the contract language and the details of the project delivery method shall be well coordinated.

We will commence work in conjunction with the Contractor's schedule..

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

Sincerely,

GOODWYN MILLS AND CAWOOD IN

J. Coleman Williams, P.E.

Civil Engineering Birmingham Division

Cc: File ACCEPTED:

DATE:

RESOLUTION NUMBER 4298

A RESOLUTION APPROVING AND ASSENTING TO DECLARATION OF VACATION

WITNESSETH THESE RECITALS

WHEREAS, A Declaration signed by the owners of all the lands abutting the following described storm drain easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said storm drain easement, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

WHEREAS, a copy of said Declaration with map attached is marked as "Exhibit A", attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

WHEREAS, the storm drain easement above referred to is commonly referred to as "storm drain easement" and is more particularly described as follows:

Commence at the northeasterly corner of lot 1, Acton Road Professional Office Park, as recorded in map book 219, page 52, in the Office of Probate Judge of Jefferson County, Alabama, said corner also being on the southerly right-of-way of Devereux Circle; thence run westerly along said northerly line of said Lot 1 and the southerly right-of-way of Devereux Circle south 02°53'14" west for 18.29 feet to a point; thence run south 25°20'03" east for 54.89 feet to the point of beginning of a storm sewer easement to be vacated; thence continue south 25°20'03" east for 93.53 feet to a point; thence run north 89°38'50" west for 7.81 feet to a point, thence run south 00°21'10" west for 23.07 feet to a point; thence run south 70°18' east for 80.41 feet to a point; thence run north 10°55'16" east for 71.14 feet to a point; thence run north 89°38'50" west for 50.04 feet to a point, thence run south 00°21'10" west for 15.48 feet to a point; thence run north 81°24'05" west for 7.13 feet to a point; thence run north 25°20'03" east for 76.18 feet to a point; thence run north 76°58'40" west for 12.75 feet to the point of beginning. Said easement contains 4,301 sf.

Resolution Number 4298 Page 2

WHEREAS, it appears to the City Council of the City of Vestavia Hills,

Alabama, that convenient and reasonable means of access is afforded to all utilities

running through the tract of land embraced in said Survey Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF

THE CITY OF VESTAVIA HILLS, ALABAMA, that the vacation of the hereinabove

described storm drain easement is assented to and approved and the same is hereby

vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

RESOLVED, DONE AND ORDERED, on this the 30th day of May, 2012.

Mary Lee Rice Council President

ATTESTED BY:

Rebecca Leavings City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr. Mayor

CERTIFICATION

I, the undersigned qualified acting Clerk of the City of Vestavia Hills, Alabama,
do hereby certify that the above and foregoing is a true copy of a Resolution lawfully
passed and adopted by the City Council of the City named therein, at a regular meeting of
such Council held on the 30 th day of May, 2012, and that such Resolution is of record in
the Minute Book of the City at page thereof.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the City on this the day of, 2012.

Rebecca Leavings City Clerk

CITY OF VESTAVIA HILLS ENGINEERING DEPARTMENT INTER-DEPARTMENT MEMO

May 11, 2012

To:

Rebecca Leavings, City Clerk

From: Christopher Brady

RE:

Drainage Easement Vaction, Lot 1, Acton Professional Office Park

Becky,

I have reviewed the proposed vacation of easements on Lot 1, Acton Professional Office Park (Devereux Circle), as shown on map provided by Miller, Triplett and Miller dated 3/22/12. These easements will be relocated to the proposed relocation of the storm water drainage pipe and detention pond. Engineering is recommending to proceed with this vacation.

Please let me know if you have questions or would like to discuss in detail.

Sincerely,

Sincerery,
-Christopher

STATE OF ALABAMA JEFFERSON COUNTY

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting Lot 1 as same appears on the Plat of Acton Road Professional Office Park which Plat is recorded in Plat Book 219, at Page 52, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said record plat as the same appears of record on the Plat to be vacated, and said storm sewer easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

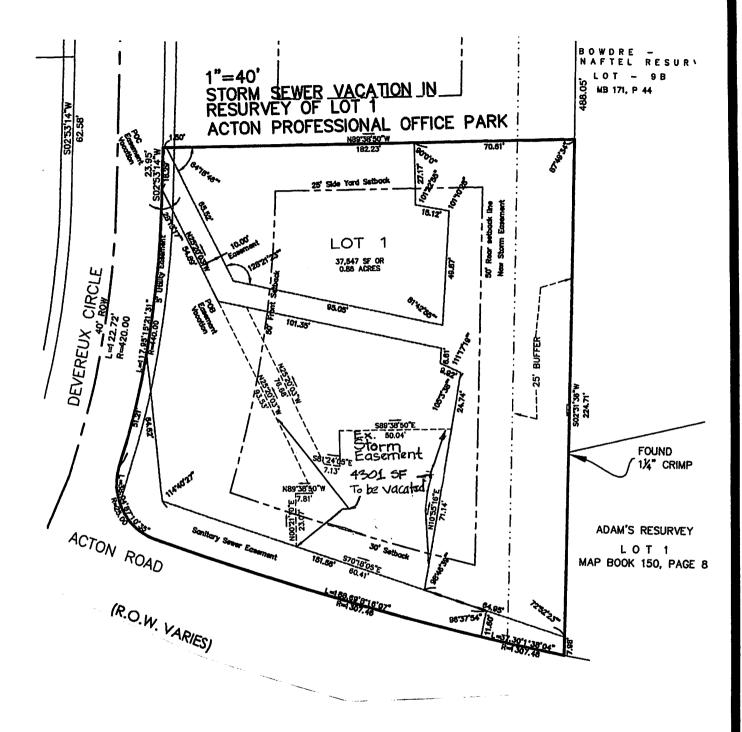
- 1. This Declaration of Vacation of storm sewer easement is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.
 - 2. It is in the best public interest that storm sewer easement be closed and vacated.
- 3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.
- 4. Storm sewer easement is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 2101 Devereux Circle, Vestavia Hills, AL A copy of the map reflecting the location of Lot 1 is attached hereto and incorporated into this Declaration of Vacation as a part hereof.
- 5. The street address and legal descriptions of all property abutting storm sewer easement and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 2101 Devereux Circle, Vestavia Hills, AL

Legal Description: Lot 1 Actorm Road Professional Office Park

Owners' Name(s): Price Hightower - Acton Road POB

6. All of the undersigned do hereby declare storm sewer easement to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of storm sewer easement and its approval of the same.
IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the/2 day ofAPRIL, 20_/2
SIGNATURES OF ABUTTING PROPERTY OWNERS:
(notary on following pages)
STATE OF ALABAMA GENERAL ACKNOWLEDGMENT JEFFERSON COUNTY
I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that and, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this the



Sketch Showing Storm Easement to be Vacated in

RESURVEY OF LOT I ACTON PROFESSIONAL OFFICE PARK

BEING A RESURVEY OF LOT 1 ACTON PROFFESSIONAL OFFICE PARK RECORDED IN MAP BOOK 219, PAGE 52 IN THE OFFICE OF THE PROBATE JUDGE OF JEFFERSON COUNTY, AL.

SITUATED IN THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 34, 1"=40'
TOWNSHIP 17 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, AL. April 3rd, 2012

Date: April 6, 2012



Mr. Joseph A. Miller, III Miller, Triplett & Miller Engineers, Inc. 2217 10th court South Birmingham, AL 35205

Subject: Tower Development

Dear Mr. Miller:

Reference is made to your letter of April 2, 2012, (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of existing storm easement, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Yours truly,

Team Leader

Corporate Real Estate

Enclosures



AT&T - Alabama Right-of-Way 3196 Highway 280 Room 102N Birmingham, AL 35243 T: 205.970.5468 F: 205.968.5505 ls5947@att.com

April 10, 2012

Mr. Joseph A. Miller, III, PE/PLS 2217 10th Court South Birmingham, AL 35205

Dear Mr. Miller,

AT&T has reviewed the proposed vacation of a storm sewer easement proposed on your resurvey of Lot 1, Acton Professional Office Park recorded in Map Book 219, Page 52 in the office of the Judge of Probate Jefferson County, Alabama. Our records and a field review indicate that AT&T has no facilities buried within the easement to be vacated and therefore has no objection to the vacation.

Sincerely yours,

MGROPS Planning & Design

Right-of-Way - North Alabama

205-970-5468 (office) 205-968-5505 (fax)



FAX COVER SHEET

Joff Edwards, Construction Coordinatur			
From Charter Communications	Phone # (205) 824-5618		
Date 4/9/2012			
Subject			
Pages to follow			
Notes			

CONFIDENTIALITY NOTE This message is intended only for the use of the individual to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone.

Please contact	. If this transmission is interrupted for any reasor
----------------	--

April 9,2012

Miller, Triplett & Miller Engineers, Inc 2217 10th Court South Birmingham, Al. 35205

RE: Resurvey of Lot 1 Acton Road Professional Office Park

Dear Mr. Miller

Charter Communications does not have a conflict with vacating the easement at Lot 1 Acton Rd Professional office park. Please feel free to contact me at (205) 824-5618 or 205-356-0765

1.

Sincerely,

Charter Communications

Jeff Edwards

Construction Coordinator

Jeff Edward





ALABAMA GAS CORPORATION 410 South 10th Street Birmingham, Alabama 35233

April 10, 2012

Miller, Triplett & Miller Engineers, Inc. 2217 10th Court South Birmingham, Alabama 35205

RE: Resurvey of Lot 1 Acton Road Professional Office Park

To Mr. Joey Miller:

We have reviewed the above referenced plans and do not foresee any conflicts with the proposed vacation.

Please contact the Alabama Line Location Center at 252-4444 at least 48 hours prior to construction so that our facilities may be located.

Sincerely,

Brian McNeeley

Brin M-Naly

Birmingham Division Engineering

BM/

consentation so the court realities early be less and More, a most that A desire that her accordishment the section is located & Louis prior to



April 11, 2012

#618

Miller, Triplett & Miller ATTENTION: Joey Miller 2217 10th Court, South Birmingham, AL 35205

Dear Mr. Miller:

You may present this letter to interested parties as evidence that The Water Works Board of the City of Birmingham has no existing facilities within that portion of a storm easement along Lot One (1) to be vacated according to the Resurvey of Acton Road Professional Office Park, situated in the NW ¼ of the NW ¼ of Section 34, Township 18 South, Range 2W, located in the City of Vestavia Hills, Alabama. Therefore, the Water Board has no objection to the vacation of said easement.

Should you have questions or need additional information, please feel free to contact Ms. Antris Betts @ (205) 244-4262; or you may contact Ms. Betts via email at Antris.Betts@bwwb.org

Very truly yours,

Stacy Johnson

Superintendent - System Development

AB/ap

D.P. 479-1

G:\Engineering & Maintenance Division\System Development\AP\2012 DOCUMENTS\WA LETTERS\BETTS\Miller Triplette Miller Ltr of Vacate Acton Road 4-11-12.doc

JEFFERSON COUNTY COMMISSION



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

April 13, 2012

Mr. Joey Miller Miller, Triplett & Miller Engineers, Inc. 2217 10th Court South Birmingham, Alabama 35205 DAVID CARRINGTON-COMMISSIONER ENVIRONMENTAL SERVICES

JOHN S. YOUNG, JR., RECEIVER

Office of

DAVID DENARD Director of Environmental Services Suite A-300 716 Richard Arrington, Jr. Blvd. N. Birmingham, Alabama 35203 Telephone (205) 325-5496 Fax (205) 325-5981

RE: Request for vacation of a portion of an existing storm drainage easement located upon

Lot 1, Acton Road Professional Office Park (Map Book 219, Page 52) in the city of

Vestavia Hills (NW 1/4 of section 34-18-2W)

Dear Mr. Miller:

This responds to your letter request concerning the proposed vacation of a portion of the above referenced storm drainage easement (highlighted in yellow as well as yellow/green cross hatch on enclosed drawing "A").

Our records indicate that there is an existing County maintained sanitary sewer on subject property located within a County sanitary sewer easement that crosses a portion of said storm drainage easement proposed to be vacated (common area/crossing of said sanitary sewer easement and storm drainage easement proposed to be vacated highlighted in yellow/green cross hatch with remainder of said sanitary sewer easement highlighted in green, all on enclosed drawing "A"). Be advised that said sanitary sewer easement must remain intact and no encroachments by structures into said sanitary sewer easement will be allowed. Furthermore, any site preparation work such as roadways, storm drainage, utilities, fill dirt as well as any heavy equipment operation within said sanitary sewer easement must be approved by the County Environmental Services Department prior to any such work being performed. In no way whatsoever can the County's ability to maintain said sanitary sewer be impeded.

Based on the aforementioned, we have no objection to the vacation of said storm drainage easement provided that <u>all</u> of said County sanitary sewer easement located on subject property remain intact as well as all items listed in paragraph two are complied with.

If you need formal action regarding this matter by the Jefferson County Commission, you should contact Mike Key in the Roads & Transportation Department.

This letter should not be construed that the County warrants the accuracy of information provided to us by others.

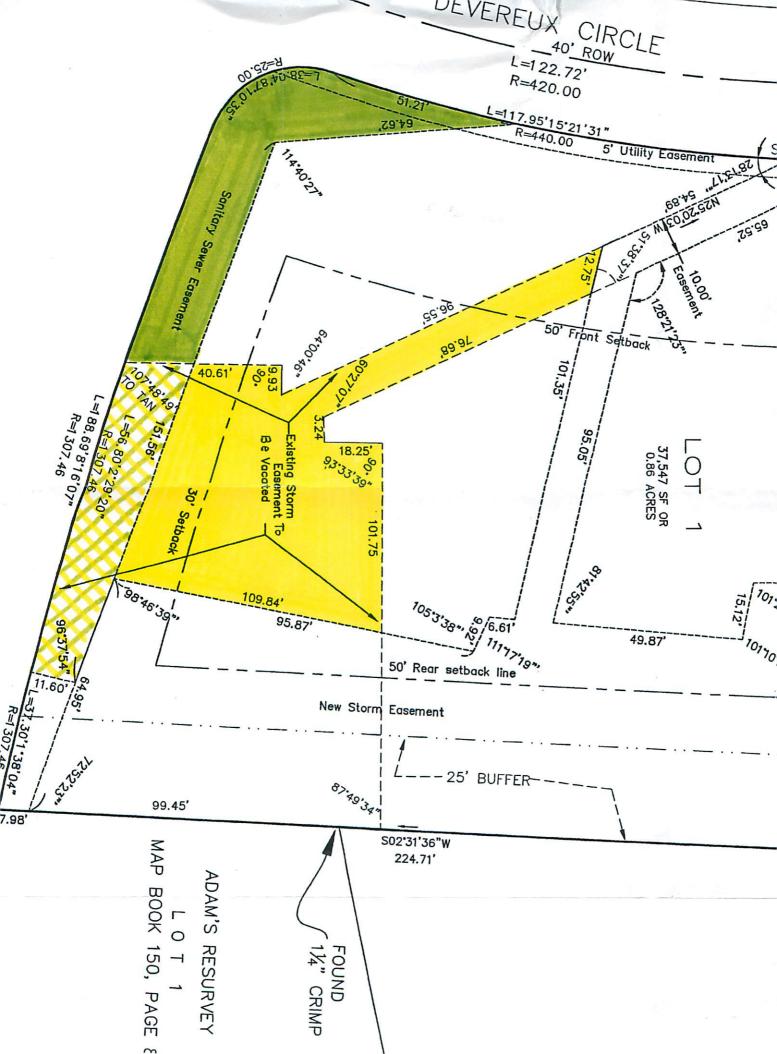
Sincerely

Director of Environmental Services

DD/WMA/krh

cc: Mike Key, Chief Land Acquisition Agent, Roads & Transportation Emily Kemp, Chief Civil Engineer, Environmental Services

Enclosure



RESOLUTION NUMBER 4300

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION, A NOT-FOR-PROFIT CORPORATION FOR AN ANALYSIS OF POLICE AND FIRE SERVICES FOR THE CITY OF VESTAVIA HILLS, ALABAMA

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

- 1. The Mayor is hereby authorized to enter into a contract with International City/County Management Association (ICMA), a not-for-profit corporation for an analysis of police and fire services for the City of Vestavia Hills at a cost not to exceed \$75,000; and
- 2. A copy of said Contract and Scope of Services is attached and incorporated into this Resolution Number 4300 as if written fully therein; and
- 3. This Resolution Number 4300 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 30th day of May, 2012.

ATTESTED BY:	Mary Lee Rice Council President
Rebecca Leavings City Clerk	APPROVED BY:

Alberto C. Zaragoza, Jr. Mayor

CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of theday of, 2012 by and between the of
,, a municipal corporation of the State of, (hereinafter "the
CITY"), and the International City/County Management Association, a not-for-profit
corporation incorporated under the laws of the State of Illinois, whose principal office is located
in Washington, D.C. (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 36-
2167755

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "B" attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "B" attached hereto. The project and final deliverables shall be completed per the schedule in Exhibit "B", which is approximately one hundred fifteen (115) and one hundred sixty (160) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Payment by the CITY under this Contract shall be governed by Exhibit "A".

ARTICLE 4 - TERMINATION

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract

shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this

Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 9 - LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of ______. Any and all legal action necessary to enforce the Contract will be held in ______ County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 17 - MODIFICATIONS AND CHANGES

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY's Contracting Officer** in writing and, until approved by the **CONTRACTOR'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 18 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

Director
Grants & Contract Administration
International City/County Management Association (ICMA)
777 North Capitol Street, Suite 500
Washington, DC 20002

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibits "A" and "B"

NAME OF LOCAL GOVERNMENT, STATE

BY:SIGNATURE	_
Print Name:	
Date:	
ATTEST:	
SIGNATURE	
Print Name:	
Date:	

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA)

BY:		
SIGNATURE		
Print Name:	 	
Title:		
Date:		

Proposal for Comprehensive Analysis of Police And Fire Services Vestavia Hills, Alabama



POLICE AND FIRE/EMS OPERATIONS

POLICE AND FIRE/EMS OPERATIONS

CENTER FOR PUBLIC SAFETY MANAGEMENT

Submitted by:

ICMA Center for Public Safety Management
International City/County Management Association
777 North Capitol Street, NE - Suite 500
Washington, DC 20002
202-962-3607



EXHIBIT A



Leaders at the Core of Better Communities

March 15, 2012

Randy E. Robertson City Manager City of Vestavia Hills 513 Montgomery Highway Vestavia Hills, AL 35216

Dear Mr. Robertson:

The ICMA Center for Public Safety Management is pleased to submit this proposal for an analysis of police and fire services for the City of Vestavia Hills, Alabama with a focus on answering the question of "right sizing."

This proposal is specifically designed to provide the City of Vestavia Hills with a thorough and unbiased understanding of the performance of the departments. Because this issue will have a dramatic impact on the community and because the City of Vestavia Hills must have complete confidence in the outcome of our report, we have assembled what must be considered a premier team of subject matter experts with nationally recognized expertise in a wide range of public safety services. Because you are an ICMA member, we are also discounting the price by 5%.

Our project management staff has decades of experience supporting clients in the local government, state and private sectors as well. Because of the expertise that each of these persons bring, you can expect the highest quality solution.

As you know, ICMA has provided direct services to local governments nationwide for decades, which have helped to improve the quality of life for millions of residents in the United States and abroad. From an enterprise-wide perspective, we guarantee an honest-broker solution for Locality's challenge. I, along with my colleagues at ICMA, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at lmatarese@icma.org.

Sincerely,

Leonard A. Matarese

Director, Research and Project Development ICMA Center for Public Safety Management

Overview

The International City/County Management Association (ICMA) is a 100 year old, non-profit professional association of local government administrators and managers, with approximately 9,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all of the activities of local government – parks, libraries, recreation, public works, economic development, code enforcement, Brownfield's, public safety, etc

ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, we are involved in a major library research project funded by the Bill and Linda Gates Foundation and we are providing community policing training in Panama working with the U.S. State Department. We have personnel in Afghanistan assisting with building wastewater treatment plants and have teams in Central America providing training in disaster relief working with SOUTHCOM.

The ICMA Center for Public Safety Management (ICMA/CPSM) is one of four Centers within the US Programs of ICMA, providing support to local governments in the areas of police, fire, EMS, Emergency Management and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security.

ICMA/CPSM is also involved in police and fire chief selection; assisting local governments in identifying these critical managers through original research we have conducted identifying the core competencies of police and fire managers and providing assessment center resources.

Our local government technical assistance includes workload and deployment analysis, using Operations Research techniques and credentialed experts to identify workload and staffing needs as well as best practices. We have conducted approximately 100 such studies in communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

Thomas Wieczorek is the Director of the Center for Public Safety Manager. Leonard Matarese serves as the Director of Research & Program Development.

Overview

Among ICMA's many activities, it assists local governments through a variety of programs that focus on specific local government concerns including police and fire. ICMA's focus is on the management perspective in organizing and operating these areas. ICMA Center for Public Safety Management acts as an objective and trusted broker tapping into the knowledge of the association's membership base and combining expertise from other appropriate experts to offer innovative ideas, lessons learned, and leading practices to communities. The program provides practical advice and resources that local government managers and staff need to improve services and service delivery in their communities.

We apply standard project management practices to each solution, ensuring that:

- All projects are completed within the contractual scope of work;
- · Are completed on time, and within budget.

We rely on these principles to ensure that the final solution meets the client objectives for a comprehensive and concise analysis of resource deployment.

Methodology

The ICMA team follows a standardized approach to conducting analyses of police, fire, and EMS departments. We have developed this standardized approach by combining the experience sets of dozens of subject matter experts in the areas of police, fire, homeland security and EMS. Our collective team has more than a combined 100 years of conducting studies for cities in the United States and internationally.

We begin projects by extracting calls for service and raw data from an agency's computer aided dispatch system. The data are sorted and analyzed for comparison to nationally developed performance indicators. These performance indicators (response times, workload by time, multiple unit dispatching, etc.) are valuable measures of agency performance. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific community. Due to the size and complexity of the documents, this allows for simple, clean reporting. The reports generated from analyzing the data serve as the basis for many accreditation fire or police documents such as "Standards of Response Coverage" and the on-site review.

ICMA will conduct an operational review alongside a data analysis using the performance indicators as the basis for the operational review. Prior to any on-site arrival of an ICMA team, agencies are asked to compile a number of key operational documents (policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors as well as rank and file officers; attendance at roll calls; and ride-alongs with staff. We review case files and observe dispatch operations to ensure compliance with the provided written documentation.

As a result of any on - site visits and data assessments, our subject matter experts produce observations and recommendations which highlight strengths, weaknesses, opportunities and threats of the department.

We have found that this standardized approach insures that we measure and observe all of the critical components of agencies which establish the baseline performance levels. This information can be used to benchmark against comparable cities. We're able to do this because we recognize that while agencies may vary in size and challenges, there are best practices in use throughout the country.

We liken this standardized approach to the manner of an auditing process:

- ICMA asks questions and requests documentation upon project start up;
- We confirm accuracy of information received;
- We deploy operations teams on site to research the uniqueness of each environment;
- We perform data modeling and share preliminary findings with each city; and
- We assess any inconsistencies reported by client cities and communicate our results in a formal, written report.

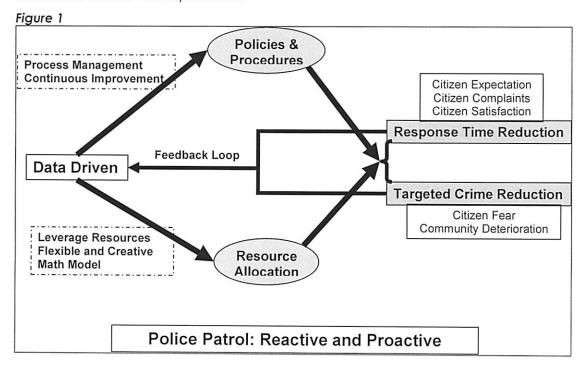
ICMA's Approach: Police Operations

ICMA Center for Public Safety Management utilizes two methods for evaluating and identifying solutions. The first component is a data analysis with applied operations research principles.

Background - Police

The City of Vestavia Hills is looking to answer the question, "Are we right sized." The city has a population of approximately 36,000 and a police department with 65 to 70 officers. The city is oddly shaped: very narrow but 17 miles long which poses challenges for deploying resources in both the police and fire departments. In order to meet these challenges, an extensive analysis and benchmark of the current deployment and workload must be conducted. The ICMA approach is two-fold: conducting a comprehensive analysis of data extracted from the Computer Aided Dispatch System to answer the questions related to deployment issues as well as an on-scene operational assessment by the ICMA team.

Law Enforcement departments utilize their patrol forces in two modes: reactively to respond to calls for service and proactively to address crime problems as well ongoing nuisance issues. (See Figure 1) Detectives provide another element of a primarily reactive force, seeking to solve crimes that have already been committed. The effectiveness of these units affects the clearance rates for the department.



Reactive - Citizen initiated calls

- High priority calls citizens expect extremely rapid response
- Moderate Priority calls Best practice departments manage citizens' expectation by letting them know a realistic response time and then meeting or surpassing their expectation. If there is an unexpected further delay, the citizen is contacted with up-todate information

- Low priority calls Best practice departments find creative strategies such as a
 telephone crime reporting so as to free up the patrol force for either rapid response to a
 high priority call or to continue with crime-directed activities
- On-Scene handling: The manner in which a Police officer handles himself or herself onscene plays a critical role in developing or discouraging citizen support for the department

Rapid response to the highest priority calls can sometimes mean the difference between life and death but is unlikely to broadly influence the crime rate. Meeting or exceeding citizen expectations reduces the number of citizen complaints and increases community support for the Police department. Community support is a critical element in developing a proactive crime directed patrol force. With accurate and timely data, a Police department can reduce response time by adopting a philosophy of data driven continuous improvement. This usually entails first finding the multiple root causes of slow response and then changing operating policies that contribute to the problem. Police departments can also reduce response time by making data driven strategic decisions that better match patrol force levels with patrol workloads.

<u>Proactive - Officer initiated in cooperation with citizenry</u>

- Law Enforcement uses detailed crime data to develop both short-term targeted activities and long lasting strategic initiatives
- Departments can use specially assigned units in conjunction with the in-between call time of the patrol force
- Performance measures and accountability of management is a critical element of this strategy
- Activities need to be tracked to determine their effectiveness and to continually evolve to respond to changing crime patterns

Proposed Study

- Document current patrol performance and workload levels
- Establish an existing benchmark and long range performance goals and objectives for the Police Department
- Identify opportunities to improve on performance with existing resources
- Estimate the manpower requirements and associated costs that would be needed to achieve management specified performance objectives
- Provide guidance on routine standard reports that should be used to track performance

Current Performance

We will analyze in-depth four weeks of summer data and four weeks of winter data and assess variations by time of day, day of week, season and district. The analysis will include all of the following:

- Patrol deployment levels
- Average response time to different call priorities
- Proportion of calls in each category for which response times are unacceptably long. For example, we will determine the proportion of high priority calls that experience response times of longer than 10 minutes
- Document time periods during the week in which response times seem excessive
- Average and median time spent on calls with different priorities
- Proportion of calls with unusually long time spent on-scene
- Proportion of calls requiring more than one patrol unit
- Resources allocated to proactive patrol

Resources consumed on non-value added activities

Opportunities for Improvement

To examine whether or not patrol resources are efficiently deployed over 24-7 time period, we will graph deployment levels against workloads by time of day, day of week, and by patrol areas. We will analyze and graph officer response time by call priority level and shift to identify significant patterns/differences in officer response. These response time analyses will delineate and analyze between the components of officer response -- call queue time, travel time, and time on scene. Consequently, a series of trend charts, maps and data tables will describe officer response time in detail and will provide the variables needed for developing a plan based on Operations Research methods.

We will observe and meet with dispatch operations to determine the extent of best practices employed to efficiently dispatch patrol units. We will discuss and document the extent that the patrol management is applying principles of performance based management and continuous improvement to efficiently utilize resources. We will then employ Operations Research models of patrol to determine how much response time and proactive patrol might be improved with better alignment of resources and workloads.

We will pay special attention to the CAD / RMS system currently being used and its ability to support the department's future needs based upon ICMA's recommendations at the conclusion of this study.

Police - Operational Analysis

Using the analyzed data from the department, the project team will conduct a comprehensive review of the services of the department, comparing the delivery with other best practices. The focus of the analysis will also include the following areas:

- Administration, Policy and Procedures, Planning, and Utilization of various best practice models in the department.
- Deployment of resources, particularly the use of civilian employees in lieu of sworn officers. The team will look at identifying opportunities to civilianize positions to allow more sworn personnel to perform police duties.
- Review of the investigations division to determine the effectiveness of staff.
- Crime Fighting Strategies -- Provide crime fighting strategies to strengthen the police environment. An example would be the development of Computerized Statistics (COMPSTAT) which is a tool capable of assisting the department's middle and upper management.
- Communications How the computerized aided dispatch/records management system
 provides real time information to the department and ways that it may be improved.

ICMA was one of the leaders in identifying the critical importance of the Police department partnering with the public it serves. Since 1990 ICMA has been integrally involved in assisting communities in advancing the community policing philosophy. In partnership with the Department of Justice, Office of Community Oriented Policing (COPS) we have produced numerous publications addressing the implementation of the philosophy in departments throughout the United States and internationally. Additionally, we have conducted hundreds of workshops training managers and law enforcement professionals on the implementation of the COPS philosophy. A critical part of our evaluation will include the effectiveness of existing programs in partnering with the citizens of the City of Vestavia Hills.

Police Staffing and Development

Police agencies routinely speak about "recommended officers per 1,000 populations" or a "National Standard" for staffing or comparisons to other municipalities.

There are no such standards. Nor are there "recommended numbers of "officer per thousand". Nor is it useful to make comparisons with other communities.

The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Joseph Brann, the first Director of the COPS Office and retired chief of police in Haywood, California wrote in "Officers per Thousand and other Urban Myths" appearing in ICMA's PM Magazine,

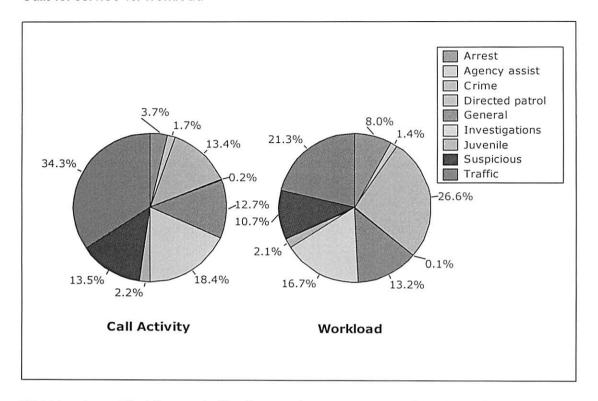
"A key resource is discretionary patrol time, or the time available for officers to make self-initiated stops, advise a victim in how to prevent the next crime, or call property owners, neighbors, or local agencies to report problems or request assistance. Understanding discretionary time, and how it is used, is vital. Yet most departments do not compile such data effectively. To be sure, this is not easy to do and, in some departments' may require improvements in management information systems."

<u>Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis.</u> Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time should exist, consistent with the community's ability to fund.

ICMA's team of doctoral level experts in Operations Research in Public Safety have created in The ICMA Patrol Workload & Deployment Analysis System ©the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information the Police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities.

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph following sample graph demonstrates this difference in units.

Calls for Service vs. Workload



ICMA has found that the most effective way to manage operations, including public safety, is to decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally the time necessary to conduct proactive police activities (such as directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the City of Vestavia Hills with a meaningful methodology to determine appropriate costing allocation models.

Further, we will review existing deployment, particularly of the patrol force, to determine appropriate staffing levels throughout the day with particular attention to the size and number of patrol zones or beats.

Understanding the difference between the various types of police department events and the staffing implications is critical to determining

actual deployment needs.

Data Analysis

This portion of the study will look at the total deployed hours of the Police department with a

comparison to the time being spent to currently provide services. The analysis will review response times both cumulative as well as average for all services. In addition, a documentation



request will be issued to the Police department outlining information needed for a full operational review.

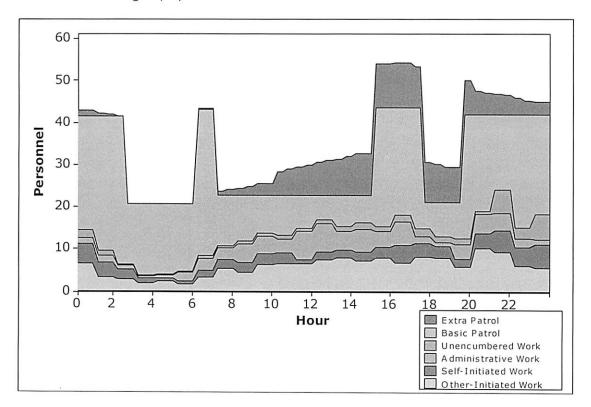
ICMA has assembled a team of experts that are uniquely qualified to extract raw data from Computer Aided Dispatch Systems and conduct comprehensive analysis. The Team will utilize operations research methods in conducting the analysis. This approach is unique in the consulting field and was developed specifically by ICMA.

Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So in this example, at noon there are approximately 17 hours of work (including citizen initiated & officer initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 30 man hours of available resources meaning that at that hour, on average, of the 30 officers on duty 16 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a community wants, and is willing to pay for.

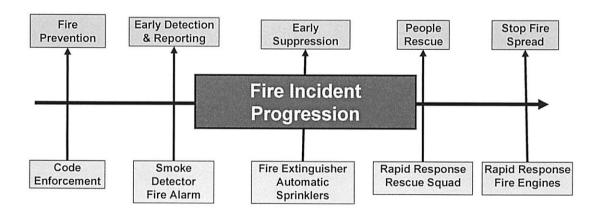


ICMA's Approach: Fire Operations

Fire departments staff their stations and train their personnel to respond to a wide array of fire and vehicular accident emergencies. A significant challenge for Vestavia Hills is the shape of the community which has led to five fire stations being located throughout the city. Like most communities today, EMS is a significant demand upon the Fire Department, accounting for three-quarters of the calls for service.

While rare in the United States, many departments use the long intervals between calls for service for a variety of prevention activities. Research in the United Kingdom as well as by FEMA has shown that the most cost-effective approach to fire deployment is the elimination of calls. If a call is received, eliminating hazards decreases the risk faced by first responders and may result in a more positive outcome. These preventive strategies should include building code enforcement and quality of life enforcement issues. The effort may also include fire extinguishers and automatic sprinkler systems. All of these prevention and rapid response activities are laid out below.

FIRE CHALLENGES



FIRE DEPARTMENT ACTIONS

The resulting data study will gather and analyze data on the number of personnel on duty, as well as the efficiency and effectiveness of the current deployment on the fire runs. Resources utilization will be quantified for concentration, location, and drawdown.

The study will also analyze fire call data to provide a comprehensive review of fire services including a detailed analysis of workloads and response times. The analysis of the workloads should begin with an in-depth study of the types of calls handled and their severity. The goal of this data gathering would be to explicate the fundamental nature of the fire challenge faced by the Fire Department.

The study will pay special attention to fires reported in residences or building and will require the use a number of measures of severity to categorize these reported building fires. Some examples of questions to be answered as a part of the study include: Did the fire spread beyond local source? What was the extent of the damage? How long did the engine companies work at the scene?

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. This data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period and by shift for each engine company. It will document any dramatic variations by time of day and day of week as well as seasonal variations. It will also require the review the department's fire prevention activities that fire personnel carry out between emergency calls. The study will also analyze data to determine the proportion of calls and the associated workload that arise within the City of Vestavia Hills's borders compared to mutual aid calls.

Response time is an important statistic in emergency service systems. We will determine:

- Average response time
- Distribution of response times for different call categories
- Response time for the second arriving engine company, where possible

We will also identify and review calls that experienced unusually long response times.

Operations Review

Using information analyzed by the data team, an operational assessment by ICMA will be conducted to evaluate the deployment of emergency resources.

The ICMA team will evaluate equipment, maintenance, records, policies, procedures, and stations to create recommendations for future service delivery.

The team may meet with elected and appointed officials as well as identified community leaders to determine the outcome they are seeking from deployment of resources.

Observations and recommendations will be developed around ten key areas:

- Governance and Administration
- Assessment and Planning
- Goals and Objectives
- Financial Resources
- Programs (To include fire suppression, EMS, fire prevention, public education, fire investigation, rescue, hazardous materials, homeland security, marine services, and other programs)
- Physical resources
- Human Resources
- Training and Competency
- Essential Resources (Water, Communications, Administrative support)
- External System Relationships

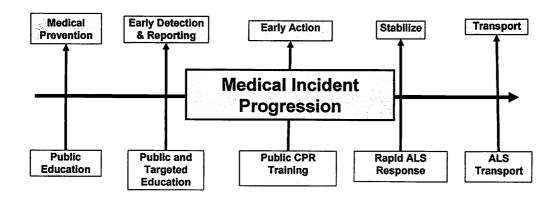
Using GIS technology we will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units.

The ICMA data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by ICMA to deliver the right resources at the right time.

Emergency Medical Services -

EMS, as it is in Vestavia Hills, is a significant component of the fire department workload. It likely accounts for ¾ of the runs made by Vestavia Hills. A recent study by Tulsa Oklahoma through Oklahoma State University found that traditional deployment and response to EMS calls for service likely produced no difference in outcome. Key to changing outcomes was educating the lay population so that "beating, breathing, and bleeding" could be addressed prior to responders' arrival. A tiered response was also most effective in producing consistent positive outcomes. In between calls departments may be actively involved in public education programs. Numerous studies have documented the importance of widespread CPR training especially when witnessing a sudden cardiac arrest. All of these prevention and rapid response activities are laid out below.

EMS CHALLENGES



EMS DEPARTMENT ACTIONS

Fire Departments provide emergency medical services in addition to fire suppression duties. ALS vehicles are stationed at fire stations and staffed continuously seven days a week, 24 hours a day. In this project we will analyze 2011 EMS call data to provide a comprehensive review of emergency medical services including a detailed analysis of workloads and response times. The analysis of the workloads will begin with an in-depth study of the types of calls handled and their severity. The goal is to explicate the fundamental nature of the emergency medical challenge faced by the communities' Fire Departments. We will pay special attention to the most critical emergencies such as heart attack and serious vehicular accidents.

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. These data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period for each ambulance company. We will also determine how much EMS calls contribute to the workload of fire engine companies since they also respond to most calls. We will document any dramatic variations by time of day and day of week as well as seasonal variations.

Response time is an important statistic in emergency service systems. We will determine not only average response time but also the distribution of response times for different call categories. We will also identify and review calls that experienced unusually long response times.										

Analysis of the Busiest Hours of the Year

Fire departments often speak of the "worst case scenario" or "resource exhaustion" when developing staffing and deployment plans. In reality, on agency can never staff for the worst case scenario, because whatever situation can be envisioned, there can always be a more serious event that can be planned.

What is needed to make staffing and apparatus decisions is a clear understanding of what levels of demand can reasonably be expected over specific periods of time in a specific jurisdiction. For example, what are the busiest calls for service times over a one year period and what levels of staffing and apparatus were needed to handle this workload?

To answer this question requires a detailed analysis of calls for service, broken down minute by minute, identifying which units were busy and how many units remained available to respond to a new call for service. More sophisticated analysis can take into consideration available mutual aid resources.

There is significant variability in the number of calls from hour to hour. One special concern relates to the fire resources available for the highest workload hours. We tabulate the data for each of 8760 hours in the year. We identify how often the fire department will respond to more than a specified number of calls in an hour. In studying call totals, it is important to remember that an EMS run typically lasts, on average, a different amount of time than a fire category call.

Example of "Busiest Hour Analysis"

What follows is an example of an ICMA study of a fire department with 17 units staffed all the time. For the vast majority of these high volume hours, the total workload of all units combined is equivalent to 3 or fewer units busy the entire hour. For the ten highest volume hours, 0.1% of the hours, the total workload exceeded 3 hours. All of these high volume hours occurred between 10 a.m. and 9 p.m.

The hour with the most work was between 1000 and 1100 on September 12, 2009. The 21 calls involved 34 runs. The combined workload was 417 minutes. This is equivalent to 7 firefighting units being busy the entire hour. However, in the City there are 17 units staffed all of the time. During the worst portion of the hour, there were always at least 5 units still available to respond immediately. Only 5 of the 17 units were busy more than 30 minutes during this hour.

The hour with the most calls was between 1400 and 1500 on October 13, 2009. The 23 calls involved 28 runs. The combined workload was 379 minutes. This is equivalent to between 6 and 7 firefighting units being busy the entire hour. However, in the city there are 17 units staffed all of the time. During the worst portion of the hour, there were always at least 7 units still available to respond immediately. Only 3 of the 17 units were busy more than 30 minutes during this hour.

Table 1. Frequency Distribution of the Number of Calls

Number of Calls in an Hour	Frequency
0-5	6397
6-10	2263
11-15	98
16 or more	2

Observations:

- A total of 6,397 hours (73%) in a year have received 0-5 calls.
- A total of 2,263 hours (25.8%) in a year have received 6-10 calls.
- A total of 100 hours (1.2%) in a year have received 11 or more calls.

Table 2. Top Ten Hours with the Most Calls Received

но	JRS	Number of Calls	Number of Runs	Total Busy Minutes		
13-Oct-2009	1400	23	28	379		
12-Sep-2009	1000	21	34	417		
20-Jun-2009	2000	15	16	252		
02-Feb-2009	1900	15	16	213		
10-Jul-2009	1000	14	15	226		
15-Feb-2009	1900	14	20	317		
29-Jul-2009	1700	14	18	274		
23-Feb-2009	1100	14	15	180		
17-Mar-2009	1500	14	17	193		
01-Mar-2009	1800	13	14	185		

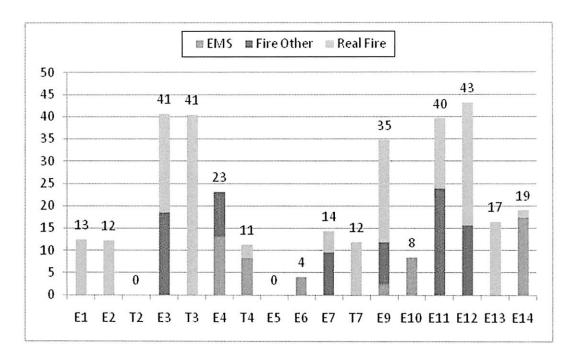
Table 3. Deployed Minutes by Unit for the Hour between 10 a.m. and 11 a.m. on 12-Sep-2009

Station	1	2		3	3	2	1	5	6	7		9	10	11	12	13	14		per of
Unit	El	E2	T2	E3	T3	E4	T4	E5	E6	E7	T7	E9	E10	E11	E12	E13	E14	Busy	Free
0-5															***************************************		3.3	1	16
5-10		1.9		0.7													5	3	14
10-15	3.1	5		5								3.7		0.6	4.8		5	7	10
15-20	5	4.3		5	0.5							5		5	4.4		4	8	9
20-25	4.4	1.1		4.4	5							3.8		5	5			7	10
25-30				5	- 5							5		5	5			5	12
30-35				4.6	5							5		5	2.7			5	12
35-40				5	5	3.1						5		5	1.3			6	11
40-45				5	5	5				1.2		0.7	0.7	4.9	5	1.6		9	8
45-50				5	5	5	1.8			5	1.8		1.9	1.6	5	4.9	1.7	11	6
50-55				0.9	5	5	4.5		3.3	5	5	2.5	0.8	2.5	5	5		12	5
55-60					5	5	5		0.8	3.1	5	4.1	5	5	5	5		11	6
Total	12.5	12.3	0.0	40.6	40.5	23.1	11.3	0.0	4.1	14.3	11.8	34.8	8.4	39.6	43.2	16.5	19.0		

Note: The numbers in the cells are the busy minutes within the 5 minute block. The cell values greater than 2.5 are coded as red. Observations:

- Between 10 a.m. and 11 a.m. on September 12, 2009, the fire department responded to 21 calls and dispatched 34 units to these calls.
- In the city there are 17 units staffed all of the time. During the worst portion of this hour, there were always at least 5 units still available to respond immediately. Only 5 of the 17 units were busy more than 30 minutes during this hour.

Figure 1. Workload by Unit and Call Type for the Hour between 10 a.m. and 11 a.m. on 12-Sep-2009 $\,$



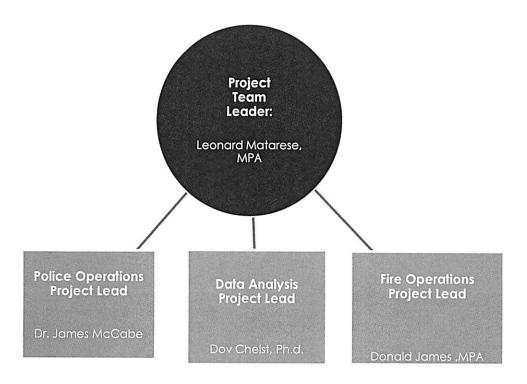
Observations:

- Engine companies E3, E11 and E12 were busy more than 40 minutes during this hour.
- Truck T3 was busy more than 40 minutes during this hour.
- Eleven units were busy less than 20 minutes. Two units responded to no calls.

Organization Chart / Project Staffing

For this project, the ICMA has assembled a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations for City of Vestavia Hills that will enable it to produce the outcomes necessary to provide critical emergency services. The team will consist of a program director, senior operations manager, and several senior public safety consultants selected from our team specifically to meet the needs of the City of Vestavia Hills.

The management organizational chart for the project includes the following Key Team Members:



Project Manager

Director of Research and Project Development, ICMA Center for Public Safety,

Leonard Matarese, MPA, ICMA-CM, IPMA-CP

Background

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 43 years experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has conducted numerous studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload. As a public safety director he has managed fire departments with ALS transport capabilities. He was an early national leader in the public access AED movement.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71-agency, U.S. Customs Service anti-terrorist and narcotics task force and also as president of the Miami-Dade County Police Chiet's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for National Institute of Justice. He is the subject matter expert on several ICMA / USAID police projects in Central America.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources and has held the Senior Professional in Human Resources from the Society for Human Resources Management. He also has extensive experience in labor management issues, particularly in police and fire departments and is currently editing an ICMA book on the selection of police and fire chiefs.

Data Assessment Team

ICMA Center for Public Safety Management Team Member Dov Chelst, Ph.D., Director of Quantitative Analysts

Background

Dr. Chelst manages the analysis of public safety data for the Center. He specializes in data and statistical analysis. He has taught the subject matter for nearly 10 years at the university level and has a Ph.D. in Mathematics from Rutgers University and a B.A. Summa Cum Laude in Mathematics and Physics from Yeshiva University. Dr. Chelst has managed the data collection and analysis of over 70 city and county public safety agencies within the past two years. He is an

expert in extracting CAD data and developing useful statistics from that information.

Senior Public Safety Consultant

Kenneth R. Chelst, Ph.D., Professor of Industrial and Manufacturing Engineering at Wayne State University

Background

Dr. Chelst is an expert in the application of advanced mathematical models for all emergency resources planning, especially police. He lead a demonstration project for the City of Detroit Police Department which cut response times by 40% using continuous improvement and data driven decision making. Over the past two decades he has studied many dozens emergency services operations using data driven techniques to determine the most efficient organizational structures to provide public safety services. He holds a Ph.D. degree in operations research from M.I.T. where his dissertation topic was Mathematical Models of Police Patrol Deployment. His research interests include operations research models applied to emergency services and structured decision making.

Senior Public Safety Consultant

David Martin, Ph.D., Senior Researcher in the Center for Urban Studies, Wayne State University

Background

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

Senior Quantitative Analysis Expert

Gang Wang, Ph.D., Fire & EMS Services Data Analyst

Background

Gang Wang received the dual bachelor degrees in industrial design and management science, and the M.S. in information system from Chongqing University in China and the Ph.D. degree in industrial engineering from Wayne State University. He has three years experience in enterprise information system and six years experience in data analysis and applied mathematical modeling. He has rich experience in areas of automotive, travel and public safety with particular emphasis in fire / EMS analysis. He has published a book chapter and several journal articles.

Operations Assessment Team - Police Unit

ICMA Senior Public Safety Subject Matter Expert – Police Operations

James E. McCabe, Ph.D., M. Phil., M.A., B.A., Assistant Professor of Criminal Justice, Sacred Heart University, Retired NYPD Inspector

Background

Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and 2,000 recruits. As Executive Officer, in the Police Commissioner's Office his field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the Operations Division/Office of Emergency Management, and uniform patrol as an officer and Sergeant in Manhattan. He has published extensively and presented to numerous conferences including Academy of Criminal Justice Sciences:

He holds a Ph.D. and Masters in Philosophy , in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June, 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.

Senior Subject Matter Expert

James Gabbard, B.A., City of Vero Beach, Florida – Retired Chief of Police, Retired City Manager, Former Commander, West Palm Beach Police, Former President of Florida Police Chiefs Association.

Background

James M. Gabbard is the retired City Manager of Vero Beach, Florida, appointed in 2005. Prior to his appointment as City Manager he completed 37 years of law enforcement service in a series of increasingly responsible positions. Mr. Gabbard formerly served as the Police Chief of the Vero Beach Police Department. During his tenure as chief he served as interim city manager on several occasions. Prior to his service with Vero Beach he was a member of the West Palm Beach Police Department, serving in all divisions of the Department and in many assignments including Detective Lieutenant of Homicide. Upon his promotion to Captain he was placed in command of organized crime and organized drug crime investigations. He retired from West Palm Beach in 1986 to accept the chief's position in Vero Beach.

Mr. Gabbard has received numerous professional recognitions and was elected President of the Florida Police Chiefs Association, one of the largest organizations of senior police managers in the United States. He was cited for bravery by Governor Jeb Bush before a joint session of the Florida Legislature for his actions during several hurricanes which stuck Vero Beach. Upon his recent retirement from Vero Beach he was recognized by the Governor and Attorney General of Florida for his numerous contributions to law enforcement in the state.

Senior Subject Matter Expert

Paul E. O'Connell, Ph.D., J.D., Chair of Criminal Justice Department, Iona College, New Rochelle, New York, former NYPD Officer.

Background

Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer and curriculum developer. After receiving an MPA in 1984 and J.D. in 1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems.

Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law and Justice (University of New Orleans). Dr. O'Connell recently was awarded a Fulbright Grant.

Operations Assessment Team - Fire Unit

Director, ICMA Center for Public Safety Management
Thomas Wieczorek, Retired City Manager Ionia, MI; former Executive
Director Center for Public Safety Excellence (Formerly Commission on Fire
Accreditation)

Background

Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence, Inc. (formerly the Commission on Fire Accreditation International, Inc.). He has taught a number of programs at Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), and Grand Rapids Junior College. He has testified frequently for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past-president of the Michigan Local Government Manager's Association; served as the vice-chairperson of the Commission on Fire Officer Designation; and serves as a representative of ICMA on the NFPA 1710 and 1738 career committee. He is a board member on the International Accreditation Service, a subsidiary of the International Code Council as well as sitting on a commission that will accredit sprinkler installers through the Center for Public Safety Excellence, Inc.

He most recently worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 46 states and has been assigned a course number by the DHS.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

Senior Subject Matter Expert

Chief Donald James, MPA, (Ret) Assistant Chief, Miami-Dade Fire Rescue

Background

During a career spanning 30 years, Donald C. James retired in 2005 as an Assistant Fire Chief with the Miami Dade Fire Rescue Department. In that capacity he assumed oversight of various functional areas to include Fire Prevention, Facilities Management and Construction, Communications, Emergency Medical Services and Training Divisions. As a Division Director, he was responsible for multimillion dollar budgets for Community Relations, Emergency Medical Services, Communications and Fire Prevention.

In 1996 he was honored by the National Fire Protection Association as the "Learn Not To Burn Champion" with a Safe Cities Award Grant. Working in conjunction with Miami Dade Public Schools, the grant provides for the teaching of a fire safety curriculum at the elementary grade levels. Among other accomplishments, he was also instrumental in the development of the department's Infectious Disease Control Policy and Procedure – one of the first of its kind in the fire service nationwide.

Mr. James received his Associates degree in Fire Science Technology from Miami Dade College. He holds a Bachelor's degree in Public Administration from Barry University in Miami Shores, and Master's degree in Public Administration from Florida International University, Miami.

Senior Subject Matter Expert

Chief Dan Kleman, MGA,(Ret.) City of Jacksonville Fire & Rescue Department, Former City Manager of Tallahassee, County Manager of Hillsbourgh County, CAO of Jacksonville Florida

Background

Dan Kleman retired as the Director and Fire Chief of the Jacksonville Fire and Rescue Department and is responsible for 1,300 employees. Since arriving at JFRD in 2006, Chief Kleman, working with his management team, he expanded management training and professional development for JFRD's officers, opened a new fire station and three replacement stations, identified more than \$1 million in overtime cost savings and enhanced JFRD's recruitment program. Kleman recently developed a 10-year plan, unanimously adopted by City Council, which charts the department's expansion so it can continue to meet Jacksonville's rapidly growing demand for fire and emergency medical services.

Mr. Kleman came to Jacksonville in 2004 to serve as Chief Administrative Officer. In October 2006, he moved from City Hall to JFRD to lead the department. He was appointed City Manager in Tallahassee 1974. After 20-plus years as City Manager, Kleman headed to Tampa where he served as County Manager of Hillsborough County for nearly a decade.

Mr. Kleman has been named Outstanding Public Administrator of the Year by both the Tallahassee and Tampa Bay chapters of the American Society of Public Administration. He is Past President of the 9,000-member International City-County Management Association and the Florida City and County Managers Association. He also was an adjunct professor in Florida State University's Masters of Public Administration program. He holds a bachelor's degree in political science from Bowling Green State University in Ohio and his master's degree in governmental administration from the Wharton Graduate School at the University of Pennsylvania. He is also a graduate of the senior executive program at the John F. Kennedy School of Government at Harvard University.

Senior Subject Matter Expert

Chief Joseph Pozzo (Ret.), MPA, Assistant Director, Volusia County Department of Public Protection, former Director and Fire Chief of the Volusia County, Florida, Fire Services Department, Retired Chief, Loudon County, Virginia, Department of Fire and Rescue

Background

Chief Pozzo is the assistant director of the Department of Public Protection which includes fire, EMS, Emergency Management, Medical Examiner and other agencies. He was formerly chief of the Volusia County fire services department. The agency is a combination department providing fire suppression and EMS services with career firefighters and volunteer members. The agency operates out of 23 stations. Prior to Chief Pozzo's appointment in 2010 he served as the Chief of the Loudoun County Department of Fire and Rescue. That agency is a combination fire and rescue system providing fire, rescue, and emergency management services to one of the fastest growing counties in the nation. The fire and rescue system provides these services to over 275,000 permanent residents living in 520 square miles of diverse suburban and rural area located within the National Capital Region. Fire, Rescue and Emergency Management services are executed through 437 career staff and over 1300 volunteer members operating out of nineteen stations. Prior to his appointment with Loudoun County, Chief Pozzo retired from the City of Virginia Beach, Va. Fire Department as a Battalion Chief.

He holds a Master of Public Administration from Troy University where he graduated with honors, B.A., Public Administration from Saint Leo University and several associates degrees including an AAS in Fire Science and Protective Services. He holds the *Chief Fire Officer Designation*, Center for Public Safety Excellence, and is Commission on Professional Credentialing Adjunct Instructor for Virginia Department of Fire Programs

Senior Subject Matter Expert

Gerard J. Hoetmer, MPA, retired Executive Director of Public Entity Risk Institute, Fairfax, Virginia

Background

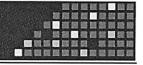
Gerry Hoetmer is an expert in fire services, emergency management, and risk management. He served as the founding executive director of the Public Entity Risk Institute, a nonprofit organization that provided training, technical assistance, and research on risk management

issues for local government and other public and quasi-public organizations. During his tenure as executive director he was a member of the National Academy of Sciences Disaster Roundtable. Prior to his position as executive director at PERI, Mr. Hoetmer worked at ICMA for 19 years, most recently as the director of research and development. He has written extensively on local government emergency management, the fire service, code enforcement, and risk management issues.

Seminal works include the first report to Congress on fire master planning and the first edition of *Emergency Management: Principles and Practices for Local Government*. In addition to providing expert testimony before Congress and local arbitration boards on fire staffing and scheduling issues, Mr. Hoetmer represented ICMA on the NFPA 1500 Standard on Occupational Safety and Health; NFPA 1201, the Standard for Providing Emergency services to the Public; and the NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Mr. Hoetmer has developed and conducted training programs and seminars at FEMA's Emergency Management Institute and the National Fire Academy in Emmitsburg, Maryland.

He holds a Bachelors from the State University of New York, New Paltz and the Master of Public Administration degree from the University of Colorado at Denver

Project Understanding



We understand that the focus of this study it to determine the effectiveness, efficiency and safety of the emergency services for Vestavia Hills. A focus of the project will be determining "what is the right size?" This review will consider all aspects of the departments including operational and support functions. We will evaluate the department's performance compared to nationally accepted standards. In addition to reviewing operational activities we will analyze the internal functions of the agencies. This will include review of internal documents such as policies and procedures, internal affairs issues, training, discipline, community relations, etc.

ICMA believes that the most effective way to manage operations, including public safety, is to make management decisions based upon the interpretation and analysis of data and information. In order to accurately project future workload, staffing and levels of service, establishment of baseline data in these categories is imperative. ICMA and the International Association of Fire Chiefs worked to create the Commission on Fire Accreditation International, Inc. in 1985 and it recently marked 15 years of accrediting fire departments throughout the world. CFAI would be spun off from ICMA and IAFC and form its own 501 (c)(3) corporation, changing the name for the umbrella corporation to "Center for Public Safety Excellence, Inc." (CPSE) in 2007. ICMA has recommended members for the Commission on Accreditation of Law Enforcement Agencies (CALEA) and has worked with that organization for decades.

The principles of accreditation centered on agencies meeting core competencies and evaluating baseline performance against established benchmarks. Areas that agencies were found to be deficient would have corrected plans so that the process would focus upon continuous improvement of police, fire, and EMS departments.

To determine the baseline performance of City of Vestavia Hills, a data analysis of the police and fire department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined. The time necessary to conduct proactive fire activities (such as code enforcement, property inspections, and company-level prevention efforts) will be reviewed to provide the City of Vestavia Hills with a meaningful methodology to determine appropriate staffing levels. This data analysis forms the basis for establishing the baseline performance of the police and fire department. We will then review that baseline performance capability again the actual performance of the department.

Further, we will review existing deployment, to determine appropriate staffing levels throughout the day. Alternatives will be discussed and presented for deploying staff to minimize response times, particularly for EMS. We will assist the department for developing a community-inclusive strategic plan that addresses the mission, vision, and future plans of the department.

To accomplish this analysis:

- We will utilize mapping technologies which will allow us to present graphics showing the locations and time of various types of calls for service. We will use these computer generated maps to help determine the appropriate configuration of response districts, which may be altered and reconfigured as workload changes.
- We will review the department's use of data analysis to address assignments and deployment to make full use of existing resources within the agency.
- We will review all phases of the department's operations to determine opportunities for cost savings / avoidance.

- We will review all departmental operating policies and procedures including training records, internal investigations, public relations activities, disciplinary actions, etc.
- We will assess the overall work environment of the department to include examining the management style and techniques of the Chief and the Senior Officers of the department providing specific initial guidance and coaching where required for such areas. If required, any ongoing coaching or training may be provided through additional services to be provided under separate contract (Phase II).
- We will provide a specific assessment of the Chief of the Department.
 Such assessment will at a minimum include an examination of both his operational and employee management performance.
- We will provide an assessment of the department's Senior Officers for the purpose of succession planning. We will review their experience, training, assignments and education and make recommendations as to appropriate additional activities which would prepare them for advancement.

We believe we are best qualified to perform the components of this request for proposals because ICMA delivers a report from the management perspective. Too often studies are performed by groups with an interest in police, fire, EMS, or emergency management which can often avoid the critical decisions necessary to provide the most efficient, effective and safe delivery of services within budget. ICMA can draw upon best practices not just domestically, but from throughout the world because of its membership base. ICMA recently assisted in the development of several programs at the International Association of Fire Chiefs' Fire-Rescue International Conference held in Atlanta which featured best practices developed in the United Kingdom.

Upon the conclusion of the analysis we will be prepared to report clearly the performance of the department, what recommended changes should occur.

Partial List - Past Work Assignments

Municipality & Population	Contact Person	<u>Phone</u>	<u>Email</u>
City of Novi, MI Pop. 54,100	Clay Pearson City Manager	(248) 347-0450	cpearson@cityofnovi.org
City of Annapolis, MD Pop. 36,525, (State Capitol)	Robert Agee, former City Adm.	(443) 306-1036	Robertagee@comcast.net
Village of Glenview, IL Pop. 46,100	Christopher Clark Deputy City Mgr.	(847) 904-4375	cclark@glenview.il.us
City of Wauwatosa, WI Pop. 45,000	James Archambo, City Administrator	(414) 479-8915	jarchambo@wauwatosa.net
City of Alameda, CA Pop. 72,300	Ann Marie Gallant CM	(510) 747-4881	amgallant@ci.alameda.ca.us
City of Huron, OH Pop. 8,000	Andy White, City Manager	(419) 433-5000	awhite@cityofhuron.org
Wyoming, MI Pop. 70,122	Curtis Holt City Manager	(616) 530-7265	holtc@ci.wyoming.mi.us
Belton, TX Pop. 17,000	Sam Listi City Manager	(254) 933-5819	slisti@ci.belton.tx.us
Indianapolis, IN Pop. 800,000	Frank Straub Public Safety Dir.	(317)-327-5090	fstraub@indy.gov
Palo Alto, CA Pop. 64,400	Pam Antil A'sst City Manager	(659)-329-2692	Pamela.Antil@CityofPaloAlto.org
Delray Beach, FL Pop. 60,200	David Harden City Manager	(561) 733-6013	harden@mydelraybeach.com
Santa Ana, CA Pop. 350,000	Paul Walters Police Chief	(714) 647-5200	PWalters@santa-ana.org
Troy, MI Pop. 80,980	John Szerlag City Manager	(248) 524.3330	J.Szerlag@troymi.gov
Stockton, CA Pop. 291,707	Laurie Montes Deputy City Mgr.	(209) 937-8843	Laurie.Montes@ci.stockton.ca.us
Petoskey, MI Pop. 6,080	Dan Ralley City Manager	(231) 347-2500	dralley@ci.petoskey.mi.us

Proposed Fees

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

ICMA agrees to conduct the project (review of police, fire and EMS) for the sum of \$75,000, exclusive of travel. The project would be billed in three installments: the first within 14 days of the start of the project for \$30,000; the second billed at the time of the draft data analysis report for \$25,000 and the third at presentation of the final report for \$19,000. Payments would be made out to the International City/County Management Association upon invoicing as according to the aforementioned payment schedule. If some other arrangement is deemed more appropriate by the City of Vestavia Hills, ICMA will work cooperatively for an agreement on the payment terms. Because of its active relationship with ICMA, a 5% discount would be applied to the cost, reducing the price by \$3,750 to \$71,250. The second billing would be reduced in price to \$22,250.

A travel budget of \$9,000 is proposed. All travel costs will be billed separately on an occurrence bases, or upon final project completion. ICMA agrees to work cooperatively with the client in order to reduce such costs to the greatest extent possible while still meeting the expectations of the City of Vestavia Hills.

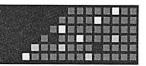
Deliverables

Draft reports for fire/EMS will be provided for department review in electronic format.

In order to be ecologically friendly, ICMA will deliver the final report in computer readable material either by email or CD. The final reports will incorporate the operational as well as data analysis and strategic plan. Should the City of Vestavia Hills desire additional copies of the report, ICMA will produce and deliver whatever number of copies the client requests and will invoice the client at cost.

ICMA staff members will be available to make a formal presentation of the report in person should the client so desire. ICMA will bill \$1,000 per person per presentation plus travel expenses.

Reporting



The Program Manager or specific area team leads will report project status to the identified City of Vestavia Hills contacts at identified intervals using an acceptable and agreed upon reporting template. Beyond this however, communication will be maintained and coordinated through the Team Leader with these contacts and other identified relevant personnel on a regular basis.

Contact Info

Principal-in-Charge – Thomas J. Wieczorek twieczorek@icma.org 202-962-3607

Project Manager – Leonard Matarese <u>Imatarese@icma.org</u> 716-969-1360

Police Operations Team Lead – James McCabe <u>imccabe@icma.org</u>

Fire Operations Team Lead – Donald James <u>djames@icma.org</u>

Data Analysis Support – Dr. Dov Chelst dchelst@icma.org 202.309.8281

Conclusion

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, ICMA Center for Public Safety Management acts as a trusted advisor, assisting local governments in an objective manner. In particular, ICMA's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes ICMA a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

Project Schedule

PHASE 1 – Document / Data Request 10 Days

Within 10 days of contract execution by both parties the police and fire operations leads will deliver a document request for both departments. This is an extensive request which will provide us with a detailed understanding of each department's operations. Our experience is that it typically takes an agency up to two weeks to accumulate the information and digitize. We will provide instructions on how to upload the materials to one of our websites. If necessary the leads will hold telephone conferences to clarify the request. The team leads will review this material prior to an on-site visit.

EXITIBIT B

Within 10 days of contract execution by both parties the Data Lead will submit a sample data request which will be a sample of CAD calls for service information for both police and fire. The data team will review this information prior to an on-site visit.

Elapsed time to end of Phase 1: 10 days

PHASE 2 - Data / Operations Team On-Site Visit - 30-45 Days

Within 30-45 days of receipt of these materials the data team and both operations teams will conduct an on-site visit lasting typically 2 days. The data team may be one or two investigators while the operations teams will be two investigators for each department. We will schedule this visit as soon as possible, consistent with availability of both the ICMA team members as well as the critical players from the departments.

Elapsed time to end of Phase 2: 40 - 55 days -

PHASE 3 – Data Analysis 30 – 60 days

After the on-site visit by the Data Team we will extract a one year's worth of CFS information from the CAD system. Immediately upon receipt the data team will begin analysis. However, it is impossible to know if the data dump provides all the necessary information until the analysis process is well underway. This is determined by the quality of the data collected by the agencies. Once the Data Team is confident that the dump provides accurate, necessary information they will certify that they have all the data necessary to complete the analysis. The analysis will be completed and a draft data report will be delivered to each of the departments for their review and comment. It is impossible to know how long this will take given the reality that each department's data quality varies considerably. For our purposes we will assume 30 to 60 days for this stage.

Elapsed time to end of Phase 3: 70 - 115 days

PHASE 4A – Departmental Review of Draft Data Report – 10 days

Each department will have 10 days to review and comment on the draft data analysis. During this time our Data team will be available to discuss the draft report. The Departments must specify all requested modifications at one time and agree to abide by the final result, provided that we were not in error. Alternatively, the city can need to agree that this phase might take more than 10 days to complete

Elapsed time to end of Phase 4A: 80 - 125 days

PHASE 4B - Final Data Report - 10 days

After receipt of the department's comments the data report will be finalized within 10 days.

Elapsed time to end of Phase 4B: 90 - 135 days

PHASE 5 – Draft Operations Report – 10 days

Once the final data report is completed the operations team will provide a draft operations report to each department. Again the departments will have 10 days to review and comment.

Elapsed time to end of Phase 5: 100 - 145 days

PHASE 6 - Final Report 15 days

Once the Department's review is receive by ICMA the combined final report will be delivered to the city within 15 days.

TOTAL ELAPSED TIME: 115 - 160 days

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

May 7, 2012

By Hand Delivery

City Manager Randy Robertson Vestavia Hills Municipal Center P. O. Box 660854 Vestavia Hills, Alabama 35266-0854

In Re: Contract for Independent Contractor/Professional Services

Dear Mr. Robertson:

On May 3, 2012, you requested that I review the proposed Contract for Independent Contractor/Professional Services by and between the City of Vestavia Hills and International City/County Management Association, a not-for-profit corporation, and furnish you with my legal opinion. The purpose of this letter is to respond to your request.

It is my legal opinion that the proposed contract meets the requirements of Alabama law and I offer no recommendations for modification. I do want to make the following comments.

- 1. Contracts of this nature are not subject to the Alabama Competitive Bid Law (Title 41-16-51(a)(3), Code of Alabama, 1975).
- 2. Contracts for the purchase of personal property or contractual services shall be let for periods not greater than three years (Title 41-16-57(f)), Code of Alabama, 1975.
- 3. If the contract is approved by the City Council, then in such event Article 9 on page 3 should be completed by stating that the contract shall be governed by the laws of the State of Alabama.

4. If the City Council approves the Contract, then in such event Article 9 on page 3 should be further completed by inserting that the venue/jurisdiction for enforcement shall be held in Jefferson County, Alabama.

Please call me if you have any questions regarding this legal opinion.

Sincerely,

Patrick H. Boone Attorney for City of Vestavia Hills

Jauns Boone

PHB:gp

cc: Mayor Alberto C. Zaragoza, Jr. (by hand)
City Clerk Rebecca Leavings (by hand)

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

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on May 30, 2012. The meeting was called to order by the Council President, and the roll was called with the following results:

Present: Mary Lee Rice, President

Steve Ammons, President Pro-Tem

Linda Allison George Pierce Jim Sharp

Absent: None

The Mayor, Alberto C. Zaragoza, Jr., was also present.

* * *

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

* * *

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

ORDINANCE NO. 2407

CITY OF VESTAVIA HILLS, ALABAMA

For

\$XXX GENERAL OBLIGATION WARRANTS SERIES 2012

Adopted: May 30, 2012

ORDINANCE NO. 2407

AN ORDINANCE AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF \$XXX GENERAL OBLIGATION WARRANTS, SERIES 2012

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

ARTICLE 1

Definitions; Provisions of General Application; and Representations and Warranties of Issuer

Section 1.01 Definitions

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

- (a) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.
- (b) All references in this Ordinance to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this Ordinance as originally adopted.
- (c) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.
- (d) The term "person" shall include any individual, corporation, partnership, limited liability company or partnership, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

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

Beneficial Owner shall have the meaning set forth in Section 3.05(a).

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

<u>Business Day</u> shall mean a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the State of Alabama and a day on which the payment system of the Federal Reserve System is operational.

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

<u>Continuing Disclosure Agreement</u> shall mean the Continuing Disclosure Agreement dated the date of issuance of the Warrants executed and delivered by the Issuer in favor of the Holders.

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

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

<u>Federal Securities</u> shall mean direct general obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

<u>Fiscal Year</u> shall mean the period beginning on October 1 of one calendar year and ending on August 30 of the next succeeding calendar year or such other fiscal year as may hereafter be adopted by the Issuer.

<u>Holder</u> when used with respect to any Warrant shall mean the person in whose name such Warrant is registered in the Warrant Register.

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

Issuer shall mean the city of Vestavia Hills, Alabama and its successors and assigns.

<u>Letter of Representation</u> shall mean and include (i) the Letter of Representation with respect to the Warrants among the Issuer, the Paying Agent and the Securities Depository and (ii) any other or subsequent agreement by whatever name or identification with respect to the Warrants among said parties from time to time in effect.

<u>Ordinance</u> shall mean this Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended.

Outstanding when used with respect to Warrants shall mean, as of the date of determination, all Warrants theretofore authenticated and delivered under this Ordinance, except: (1) Warrants theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for the payment or redemption of which money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Ordinance or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in accordance with Article 9; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Ordinance.

<u>Paying Agent</u> means (i) The Bank of New York Mellon Trust Company, National Association, the bank designated as the registrar, authenticating agent and paying agent for the Warrants and as the depository for the Series 2012 Warrant Fund and (ii) any successor bank designated by the Issuer pursuant to the provisions of Article 7.03 hereof.

<u>Principal Office of the Paying Agent</u> shall mean the office where the Paying Agent maintains its designated trust office for purposes of this ordinance, or such other office as shall be designated by the Paying Agent by written notice to the Issuer and the Holders.

Qualified Investments shall mean:

- (1) Federal Securities or a trust or fund consisting of Federal Securities, or
- (2) A certificate of deposit or time deposit issued by (i) the Paying Agent, or (ii) any other bank organized under the laws of the United States of America or any state thereof with capital, surplus and undivided profits of not less than \$50,000,000, provided in each case such deposit is insured by the Federal Deposit Insurance Corporation or such deposit is collaterally secured by the issuing bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

<u>Refunded Series 2002-A Warrants</u> shall mean those of the General Obligation Warrants, Series 2002-A, of the Issuer, having stated maturities on August 1, 2013 and thereafter.

Refunded Warrants shall mean collectively the following general obligation warrants of the City:

- (a) Series 2001-A Warrants;
- (b) Refunded Series 2002-A Warrants; and
- (c) Series 2002-B Warrants

<u>Regular Record Date</u> means, for each Interest Payment Date, the 15th day (whether or not a Business Day) next preceding any Interest Payment Date.

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

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

<u>Series 2001-A Warrants</u> shall mean the General Obligation Warrants, Series 2001-A, of the Issuer.

<u>Series 2002-B Warrants</u> shall mean the General Obligation Refunding Warrants, Series 2002-B, of the Issuer.

<u>Series 2012 Warrant Fund</u> means the fund by that name established for the Warrants pursuant to Section 5.01.

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

<u>Tax Certificate and Agreement</u> shall mean the Tax Certificate and Agreement dated the date of the Warrants by the Issuer.

Warrant means any Warrant authenticated and delivered pursuant to this Ordinance.

<u>Warrant Register</u> means the register or registers for the registration and transfer of Warrants maintained by the Issuer pursuant to Section 3.03.

<u>Warrant Registrar</u> means the agent of the Issuer appointed as such pursuant to Section 3.03 for the purpose of registering Warrants and transfers of Warrants.

<u>Warrants</u> means the General Obligation Warrants, Series 2012, of the Issuer authorized pursuant to Section 3.01.

Section 1.02 Effect of Headings and Table of Contents

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

Section 1.03 Binding Effect Upon Successors and Assigns

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

Section 1.04 Governing Law

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

Section 1.05 Enforceability

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

Section 1.06 Repeal of Conflicting Provisions

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

Section 1.07 Provisions of Ordinance a Contract

The terms, provisions and conditions set forth in this Ordinance constitute a contract between the Issuer and the Holders from time to time of the Warrants and shall remain in full force and effect until the principal of and interest on the Warrants shall have been paid in full.

Section 1.08 Representation and Warranties of the Issuer

The Issuer hereby represents and warrants as follows:

- (a) It is necessary and desirable and in the public interest for the Issuer to issue the Warrants to provide for the following purposes:
 - (1) to provide for the payment, redemption and retirement of the Refunded Warrants; and
 - (2) to pay issuance expenses of the Warrants.
- (b) The assessed valuation of the taxable property in the Issuer for the preceding fiscal year (ending August 30, 2011) is not less than \$637,018,278, and the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of Alabama of 1901 is not more than twenty percent of said assessed valuation.
- (c) The amount of \$3,366,000 of the proceeds of the Warrants are allocable to the refunding of the Series 2002-A Warrants of the City, the proceeds of which were heretofore applied for public school purposes in the City, including without limitation the purpose of acquiring, providing and constructing school houses in the City.

ARTICLE 2

Source of Payment; Security

Section 2.01 Source of Payment of Warrants

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

Section 2.02 <u>Officers and Members of the Governing Body of the Issuer Exempt from Individual Liability</u>

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

Section 2.03 Expenses of Collection; Interest After Maturity

The Issuer covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorneys' fee. The Warrants shall bear interest at the rate of 8% per annum or the maximum rate of interest allowed by law, whichever is less, from and after the respective maturity or due dates thereof, if not then paid.

ARTICLE 3

The Warrants

Section 3.01 Authorization and Description of the Warrants

- (a) Pursuant to the Constitution and laws of the State of Alabama, including particularly and without limitation the Enabling Law, and for the purposes set forth in Section 1.08 (a), there is hereby authorized to be issued a series of warrants designated "General Obligation Warrants, Series 2012" in aggregate principal amount of \$XXX, in fully registered form without coupons, in Authorized Denominations, and numbered separately from one upward in the order of issuance. The Warrants shall be issued pursuant to a Book Entry System.
- (b) The Warrants shall be dated the date of initial issuance thereof and shall bear interest from such date at the applicable per annum rate therefor (computed on the basis of a 360-day year of 12 consecutive 30-day months), payable on August 1, 2012 and thereafter on February 1 and August 1 in each year.
- (c) The Warrants shall mature on the first day of February in years and in principal amounts as follows and shall bear interest at the following per annum rates for all such Warrants maturing in the year set opposite such rate:

<u>Maturity</u>	Principal Amount	<u>Interest Rate</u>
2013		
2014		
2015		

- (d) The principal of and interest on the Warrants shall be payable as provided in this Ordinance and in the Warrants.
- (e) The Warrants may be exchanged for a like aggregate principal amount of Warrants of the same maturity, of a different Authorized Denomination, as requested by the Holder surrendering the same, upon surrender of the Warrants to be exchanged at the office or agency of the Issuer at the Principal Office of the Paying Agent.
- (f) The Warrants are subject to redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice as provided in this Ordinance and as set forth in the Warrants.
- (g) The form of the Warrants and the requisite certificates thereof shall be substantially as follows, with appropriate changes, variations and insertions as provided herein; provided that for the purpose of printing the Warrants the face of the Warrants need not include the entire text so long as the paragraphs not appearing on the face of the printed Warrant appear on the reverse side thereof:

UNITED STATES OF AMERICA STATE OF ALABAMA CITY OF VESTAVIA HILLS GENERAL OBLIGATION WARRANTS Series 2012

No. R			
DATED DATE:	MATURITY DATE:	INTEREST RATE:	CUSIP:
, 2012	February 1, 20		
	•	cipal corporation organized an uer"), for value received, here	•
	CEDI	E & Co.	
or registered assigns i	in the principal amount of		
	DO	LLARS (\$)	

and hereby orders and directs the Finance Director of the Issuer to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount on the Maturity Date specified above, and to pay to said payee or registered assigns from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, payable on August 1, 2012 and on February 1 and August 1 in each year thereafter.

Authority for Issuance.

This warrant is one of a duly authorized issue of \$XXX General Obligation Warrants, Series 2012 (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the state of Alabama and an ordinance and proceedings of the Issuer duly held, passed and conducted (the "Ordinance").

In the Ordinance the Issuer has appointed The Bank of New York Mellon Trust Company, National Association as the paying agent and Warrant Registrar for the Warrants (the "Paying Agent"). Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Ordinance.

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

Book Entry System

The Warrants are initially issued in Authorized Denominations pursuant to a Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee, all as more particularly provided in the Ordinance. In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof, the Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, the Paying Agent shall make payments of principal of and interest on the Warrants to the registered owners thereof as provided in the Warrants and the Ordinance, and the provisions of this warrant and of the Ordinance with respect to registration, transfer and exchange of warrants by the registered owners thereof shall apply.

Payment

Payment of interest on the Warrants shall be made by check or draft mailed by the Paying Agent to the Holders in whose names the Warrants are registered in the Warrant Register maintained by the Paying Agent at close of business on the Regular Record Date (such payments to be deemed timely made if so mailed on the interest payment date or, if such interest payment date is not a Business Day, on the Business Day next following such interest payment date). Payment of the principal of the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent. All such payments of principal of and interest on the Warrants on behalf of the Issuer or the Paying Agent shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid.

Security

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

The Issuer has established in the Ordinance a special fund designated "Series 2012 Warrant Fund" (the "Warrant Fund") for the payment of the principal of and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the Issuer, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same shall become due and payable.

Redemption

Any redemption shall be made in the manner, upon the notice, and on the terms and conditions provided in the Ordinance.

Optional Redemption

The Warrants will be subject to prior redemption at the option and direction of the Issuer, as a whole or in part in integral multiples of \$5,000, on February 1, 20_ or on any date thereafter, in such order and amounts of maturity or maturities as the Issuer may determine and by lot within a maturity, at a redemption price for each Warrant redeemed equal to the principal amount thereof to be redeemed, plus accrued interest to the redemption date, without premium or penalty.

Mandatory Redemption

The Warrants having a stated maturity on February 1, 20_ (the "20 Term Warrants") are subject to scheduled mandatory redemption, by lot, on February 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 20_ Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 20_ Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	Principal Amount to Be <u>Mandatorily Redeemed</u>
	\$ \$

\$_____ principal amount of the 20_ Term Warrants is scheduled to be retired at maturity (February 1, 20__).

Notice of Redemption of Warrants

Any notice of call for optional redemption will be given by United States registered or certified mail, postage prepaid, mailed not less than 30 days prior to the date fixed for redemption, to each registered owner of Warrants (or portion thereof) to be redeemed at his address appearing in the warrant register maintained by the Paying Agent.

For so long as the Securities Depository or its nominee is the registered owner of any Warrant to be redeemed, notice of redemption will be given to the Securities Depository or its nominee as the registered owner of such Warrant. Any failure on the part of the Securities Depository or failure on the part of a nominee of a Beneficial Owner (having received notice from a the Securities Depository Participant or otherwise) to notify the Beneficial Owner of any Warrant to be redeemed shall not affect the validity of the redemption of such Warrant.

Selection of Warrants for Redemption

If less than all Warrants outstanding are to be redeemed, the particular Warrants to be optionally redeemed may be specified by the Issuer by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of such Warrants of each maturity to be redeemed must be a multiple of the smallest Authorized Denomination of such Warrants and (ii) if less than all such Warrants with the same stated maturity are to be redeemed, the Warrants of such maturity to be redeemed will be selected by lot

by the Paying Agent. For so long as the Warrants are registered in the name of the Securities Depository or its nominee, the Issuer and the Paying Agent will select Warrants or portions thereof for redemption in accordance with the preceding paragraph, and the Securities Depository will select for redemption the Direct Participants' interests in the Warrants. The Direct Participants and Indirect Participants will select for redemption the particular Beneficial Owners' interests in the Warrants. Neither the Issuer nor the Paying Agent will have any responsibility for selecting for redemption any Beneficial Owners' interest in the Warrants.

Any Warrant which is to be redeemed only in part shall be surrendered at the principal office of the Paying Agent (with, if the Issuer or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Paying Agent duly executed by, the holder thereof or his attorney duly authorized in writing), and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the holder of such Warrant, without service charge, a new Warrant or Warrants, of the same series and maturity and of any Authorized Denomination or Denominations, as requested by such holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

Warrants Payable on Redemption Date

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

Registration, Transfer and Exchange

This warrant shall be registered on the Warrant Register to be maintained by the Issuer for that purpose at the Principal Office of the Paying Agent and this warrant shall be transferable only upon said register at said office by the registered owner or by his duly authorized attorney. Such transfer shall be without charge to the registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid and evidence satisfactory to the Issuer of the satisfaction of all transfer restrictions shall be presented by the registered owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon surrender for transfer of this warrant, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, in exchange for this warrant, a new warrant or warrants of like tenor hereof, registered in the name of the transferee, in an aggregate principal amount equal to the unpaid or unredeemed portion of principal of this warrant. Provision is made in the Ordinance for the replacement of any Warrant which shall be or become mutilated, lost, stolen or destroyed, by the issuance, authentication and registration of a new Warrant of like tenor, subject, however, to the terms, conditions and limitations contained in the Ordinance with respect thereto. The Paying Agent shall not be required to transfer or exchange this warrant during the period between the Regular Record Date and the then next succeeding interest payment date and, in the event that this warrant is duly called for redemption, the Paying Agent shall not be required to transfer or exchange this warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

The Issuer, the Paying Agent, and any Warrant Registrar may deem and treat the person in whose name this warrant is registered as the absolute owner hereof for all purposes and neither the Issuer, any Paying Agent, nor any Warrant Registrar shall be affected by any notice to the contrary.

General

No covenant or agreement contained in this warrant or in the Ordinance shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Issuer or of the Paying Agent in its individual capacity and none of such parties or persons nor any officer executing this warrant shall be liable personally on this warrant or be subject to any personal liability or accountability by reason of the issuance of this warrant.

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

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

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

CITY OF VESTAVIA HILLS, ALABAMA

	By
	Mayor
SEAL	
Attest:	
City Clerk	
REGISTR	ATION CERTIFICATE
	at this Warrant has been duly registered as a claim against bama, and the Series 2012 Warrant Fund referred to herein.
	Finance Director of the City of Vestavia Hills, Alabama

AUTHENTICATION AND REGISTRATION DATE: June __, 2012

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

THE	BANK OF NEW YORK MELLON TRUST COMPANY,		
NATIONAL ASSOCIATION			
Ву			
	Its Authorized Officer		

ASSIGNMENT

For value received	hereby sell(s), assign(s), and transfer(s)
	Warrant and hereby irrevocably constitute(s) and appoint(s)
, attorney, wi	ith full power of substitution in the premises, to transfer this
Warrant on the books of the within me	entioned Paying Agent.
Dated this day of	
9	ent must correspond with the name of the registered owner as it nt in every particular, without alteration, enlargement or change
Signature Guaranteed:*	
(Bank, Trust Company or Firm)	
By	
(Authorized Officer)	

Notice By Securities Depository

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

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

Section 3.02 Execution, Authentication, and Delivery of Warrants

- (a) The Warrants shall be executed for and on behalf of the Issuer by the manual signature of the Mayor of the Issuer and attested by the manual signature of the Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed to each Warrant by manual imprint thereon. The Warrants shall be registered by the Finance Director of the Issuer as a claim against the Issuer and the Series 2012 Warrant Fund. The Registration Certificate shall be executed by the manual signature of the Finance Director of the Issuer. The Mayor and the Clerk and the Finance Director of the Issuer are hereby authorized and directed to so execute, attest and register the Warrants as provided above. In the event that any officer whose signature appears on any of the Warrants or who shall have sealed any of the Warrants shall cease to be such officer before the authentication, registration, and delivery of such Warrants, or in the event that the seal imprinted on the Warrants shall cease to be an accurate representation of the seal of the Issuer, such Warrants may, upon the request of the Issuer, be authenticated, registered, and delivered, as herein provided, as though the person who signed such Warrants had not ceased to be such officer of the Issuer or as though the Issuer had not altered its corporate seal prior to the delivery of such Warrants.
- (b) At any time and from time to time after the execution and delivery of this Ordinance the Issuer may deliver Warrants executed by the Issuer to the Paying Agent for authentication and the Paying Agent shall authenticate and deliver such Warrants as in this Ordinance provided and not otherwise.
- (c) No Warrant shall be valid or obligatory for any purpose unless there appears on such Warrant a certificate of authentication and registration substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated, registered, and delivered hereunder.

Section 3.03 Registration of Warrants

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

Section 3.04 Registration, Transfer, and Exchange of Warrants; Replacement of Mutilated, Lost, Destroyed or Stolen Warrants

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

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

- (c) If and to the extent so provided with respect to the Warrants, at the option of the Holder, Warrants may be exchanged for other Warrants of any Authorized Denomination and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, the Warrants which the Holder making the exchange is entitled to receive.
- (d) Every Warrant presented or surrendered for transfer or exchange shall (if so required by the Issuer or the Warrant Registrar) be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.
- (e) The Paying Agent shall not be required to transfer or exchange any Warrant during the period between the Regular Record Date and the then next succeeding interest payment date; and, in the event that any Warrant (or any part thereof) is duly called for redemption, the Paying Agent shall not be required to transfer or exchange any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.
- (f) All Warrants surrendered upon any exchange or transfer provided for in this Ordinance shall be cancelled as provided in Section 3.07.
- (g) If (1) any mutilated Warrant is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the Issuer shall execute and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding.
- (h) Upon the transfer or exchange of Warrants, or upon the issuance of any new Warrant under this Section, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.
- (i) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the Issuer and be entitled to the same security and benefits under this Ordinance as the Warrants surrendered upon such transfer or exchange, and every new Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone.

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

Section 3.05 Book-Entry System

- (a) The Warrants shall be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Warrant to any person. One Warrant for each maturity will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Warrants are referred to as the "Beneficial Owners." The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Warrants the Issuer and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Warrants for all purposes under this Ordinance, including, without limitation, receipt of all principal of, premium (if any) and interest on the Warrants, receipt of notices, voting, and requesting or directing the Paying Agent or Issuer to take or not to take, or consenting to, certain actions under this Ordinance. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Ordinance to any Direct Participant or Indirect Participant, the Issuer and the Paying Agent shall treat such assignee or assignees as the only registered owner or owners of the Warrants for the purpose of exercising such rights so assigned.
- (b) During a period in which the Book-Entry System is in effect for the Warrants, payments of principal and interest with respect to such Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representation; provided, that payment of the principal of such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the principal corporate office of the Paying Agent. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of and interest on such Warrants on behalf of the Issuer or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid, and the Issuer and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.
- (c) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of

beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

- (d) Redemption notices (if any) respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent and redemption of Warrants shall be effected as provided in Article 4.
- (e) In the event that (1) the Securities Depository ceases to act as the securities depository for the Warrants or (2) the Issuer determines that the continuation of the Book-Entry System for the Warrants would adversely affect the interests of the Beneficial Owners of such Warrants, the Issuer shall discontinue the Book-Entry System for such Warrants. If the Issuer fails to appoint another qualified securities depository to replace the then acting Securities Depository, the Issuer will cause the Paying Agent to authenticate and deliver fully registered certificated Warrants to each Beneficial Owner in evidence of the ownership interests thereof. If the Book-Entry System is discontinued for the Warrants, payments to, and transfers of Warrants by, the Beneficial Owners shall be governed by the provisions set forth in this Ordinance with respect thereto.
- (f) The Issuer may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Paying Agent serving in the capacity of custodian) to provide for a Book-Entry System or similar method for the registration and transfer of the Warrants.
- (g) During a period in which the Book-Entry System is in effect for the Warrants in accordance herewith, the provisions of this Ordinance and such Warrants shall be construed in accordance with the Letter of Representation and to give full effect to such Book-Entry System.
- (h) The Beneficial Owners of all the Warrants, by their acquisition of any beneficial interest in a Warrant or Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the Issuer and the Paying Agent shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and interest on the Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Ordinance to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.
- (i) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the Issuer and the Paying Agent and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for the Warrants will be discontinued unless a successor securities depository is appointed by the Issuer. In addition, the Issuer may discontinue the Book-Entry System for the Warrants at any time by reasonable notice to the Securities Depository and to the Beneficial Owners.
- (j) In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the Warrant Register,

the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this Ordinance, and the provisions of Section 3.04 with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply.

Section 3.06 Payment of Warrants; Payment Dates

- (a) The principal of and interest on the Warrants shall be payable as provided in this Ordinance and in the Warrants; provided, the final principal payment on such Warrants shall be payable only upon presentation thereof at the Principal Office of the Paying Agent.
- (b) If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

Section 3.07 Cancellation of Surrendered Warrants

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

Section 3.08 Application of Proceeds of Warrants

in accordance with the terms thereof.

			_ (\$XXX principal amount <u>less</u> underwriting discount \$), plus accrued interest of \$, shall
		the amount of \$ as t Fund under Section 5.01;	accrued interest on the Warrants shall be deposited
			nall be applied to the payment of issuance expenses, I to the payment of the Series 2012 Improvements;
	(3) Warrants.	the amount of \$	shall be applied to the payment of the Refunded
Section 3.09 Refunding and Redemption		Refunding and Redempt	ion of Refunded Warrants of the Issuer
	(a) Refund	ding of Series 2001-A Warrar	ats.
	Issuer on		for redemption the Series 2001-A Warrants of the ption price equal to 101% of the principal amount redemption date.

for and in the name of the Issuer, a notice of redemption of the Refunded Warrants of the Issuer

The Issuer does hereby confer upon the Paying Agent irrevocable power to give,

- (3) The Paying Agent is hereby directed to effect redemption of the Series 2001-A Warrants of the Issuer as provided herein.
- (4) The Issuer covenants and agrees it will not amend or repeal the call for redemption of the Series 2001-A Warrants of the Issuer as provided herein.
- (5) The Finance Director of the Issuer is authorized and directed to deliver a certified copy of this Resolution to the Paying Agent who is authorized to rely thereupon for all purposes hereof.

(b) Refunding of Refunded Series 2002-A Warrants

- (1) The Issuer does hereby call for redemption the Refunded Series 2002-A Warrants of the Issuer on August 1, 2012 at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the redemption date.
- (2) The Issuer does hereby confer upon the Paying Agent irrevocable power to give, for and in the name of the Issuer, a notice of redemption of the Refunded Series 2002-A Warrants of the Issuer in accordance with the terms thereof.
- (3) The Paying Agent is hereby directed to effect redemption of the Refunded Series 2002-A Warrants of the Issuer as provided herein.
- (4) The Issuer covenants and agrees it will not amend or repeal the call for redemption of the Refunded Series 2002-A Warrants of the Issuer as provided herein.
- (5) The Finance Director of the Issuer is authorized and directed to deliver a certified copy of this Resolution to the Paying Agent who is authorized to rely thereupon for all purposes hereof.

(c) Refunding of Series 2002-B Warrants

- (1) The Issuer does hereby call for redemption the Series 2002-B Warrants of the Issuer on August 1, 2012 at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the redemption date.
- (2) The Issuer does hereby confer upon the Paying Agent irrevocable power to give, for and in the name of the Issuer, a notice of redemption of the Refunded Warrants of the Issuer in accordance with the terms thereof.
- (3) The Paying Agent is hereby directed to effect redemption of the Series 2002-B Warrants of the Issuer as provided herein.
- (4) The Issuer covenants and agrees it will not amend or repeal the call for redemption of the Series 2002-B Warrants of the Issuer as provided herein.
- (5) The Finance Director of the Issuer is authorized and directed to deliver a certified copy of this Resolution to the Paying Agent who is authorized to rely thereupon for all purposes

hereof.

ARTICLE 4

Redemption of Warrants

Section 4.01 General Applicability of Article

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

Section 4.02 <u>Election to Redeem; Notice to Paying Agent</u>

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

Section 4.03 Selection of Warrants to be Redeemed

- (a) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate.
- (b) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, by lot or by such method as the Paying Agent shall deem fair and appropriate, the order and amount of Warrants to be redeemed within a maturity.
- (c) For all purposes of this Ordinance, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Warrant which has been or is to be redeemed.

Section 4.04 Notice of Redemption

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to

the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof. During a period in which the Book-Entry System is in effect, notice of any intended redemption may also be given to each Beneficial Owner, all or portion of the interest of which in such Warrants is to be redeemed, by the Direct Participants and, where appropriate, by the Indirect Participants, pursuant to arrangements among said parties, subject to statutory and regulatory requirements in effect from time to time; provided, however, any Beneficial Owner may waive the requirement of notice as to the redemption of the interest thereof in the Warrants.

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

Section 4.05 Payment of Redemption Price

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

Section 4.06 Warrants Payable on Redemption Date

- (a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest. Upon presentation of any such Warrant for redemption, or compliance with the requirements of the Securities Depository with respect to redemption in part, in accordance with said notice such Warrant shall be paid by the Issuer at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Warrants according to the terms of such Warrants and the provisions of this Ordinance.
- (b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal of the Warrant to be so redeemed shall, until paid, continue to bear interest from the redemption date at the rate prescribed in such Warrant.

Section 4.07 Warrants Redeemed in Part

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

ARTICLE 5

The Series 2012 Warrant Fund

Section 5.01 The Series 2012 Warrant Fund

- (a) There is hereby established a special fund which shall be designated the "Series 2012 Warrant Fund". The Paying Agent shall be the depository, custodian and disbursing agent for the Series 2012 Warrant Fund. The money in the Series 2012 Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.
- (b) There shall be deposited in the Series 2012 Warrant Fund the following amounts on the following dates:
 - (1) Simultaneously with the delivery of the Warrants to the original purchaser thereof, the amount received as accrued interest on the Warrants, which amount shall be credited against the deposits required by paragraph (2) of this subsection until exhausted.
 - (2) On or before the twentieth day of each January and July in each year, an amount equal to the interest coming due on the Warrants on the next ensuing Interest Payment Date with respect to the Warrants.
 - (3) On or before the twentieth day in January in each year, an amount equal to the principal maturing on the Warrants on the next ensuing principal payment date with respect to the Warrants.
 - (4) All other money required to be deposited in the Series 2012 Warrant Fund pursuant to this Ordinance.

- (c) The Paying Agent will deposit in the Series 2012 Warrant Fund all money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Series 2012 Warrant Fund.
- (d) The Issuer and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Series 2012 Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Series 2012 Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 12 months from the date of receipt of such income or profits.
- (e) The Issuer acknowledges that deposits and transfers to the Series 2012 Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrants as the same shall become due and payable. If on any principal or interest payment date the amount on deposit in the Series 2012 Warrant Fund is insufficient to pay the principal of and interest on the Warrants due and payable on such date, the Issuer will forthwith pay any such deficiency into the Series 2012 Warrant Fund.
- (f) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Series 2012 Warrant Fund to pay the principal of and interest on the Warrants as the same shall become due and payable, whether at maturity or otherwise.
- (g) The Issuer shall collect the revenues, income, taxes, assets and resources of the Issuer and the Issuer shall promptly deposit into the Series 2012 Warrant Fund from the aforesaid sources all amounts required to be deposited in the Series 2012 Warrant Fund at the times therefor.

Section 5.02 Investment of and Security For Series 2012 Warrant Fund

- (a) Money in the Series 2012 Warrant Fund shall be invested by the Paying Agent at the written direction of the Issuer in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the Issuer and the Paying Agent anticipate that money from the fund invested will be required hereunder. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.
- (b) All income derived from the investment of money on deposit in the Series 2012 Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Series 2012 Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.
- (c) The moneys at any time on deposit in the Series 2012 Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which said fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Series 2012 Warrant Fund continuously secured for the benefit of the Issuer and the Holders, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in

(1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

ARTICLE 6

Special Covenants of the Issuer

Section 6.01 <u>Covenants With Respect to Tax Exemption for Interest; Designation of the Warrants Pursuant to Section 265 of the Code</u>

- (a) The Issuer covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.
- (b) The Issuer covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest on the Warrants to be Taxable.

Section 6.02 Approval of Continuing Disclosure Agreement

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

ARTICLE 7

The Paying Agent

Section 7.01 Designation of Paying Agent

The Issuer does hereby designate and appoint The Bank of New York Mellon Trust Company, National Association as the depository for the Series 2012 Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 7.02 <u>Duties of Paying Agent; Payments at Par</u>

- (a) The Paying Agent, by acceptance of its duties hereunder, shall have undertaken to perform only such duties as are specifically set forth in this Ordinance and no implied covenants or obligations shall be read in this Ordinance against the Paying Agent.
- (b) The Paying Agent, by acceptance of its duties hereunder, shall be construed to have agreed thereby with the Holders from time to time of the Warrants that it will make all remittances of principal of and interest on the Warrants from money supplied by the Issuer for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The Issuer hereby covenants and agrees with the Holders and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

Section 7.03 Resignation and Removal; Appointment of Successor

- (a) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the Issuer at least thirty (30) days prior to the date when such resignation shall take effect.
- (b) If at any time the Paying Agent shall resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer may remove the Paying Agent and the Issuer shall promptly appoint a successor Paying Agent.

Section 7.04 Qualification of and Acceptance of Appointment by Successor

- (a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$20,000,000.
- (b) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 7.05 Merger or Consolidation

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

and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

ARTICLE 8

Sale of Warrants; Official Statement

Section 8.01 Sale and Delivery of Warrants; Closing Papers

The Warrants are hereby sold to The Frazer Lanier Company, Inc., upon the payment to the
Issuer of the purchase price of \$ (the principal amount thereof less underwriter's discount
of \S and less net original issue discount of \S , plus accrued interest of \S to the
date of delivery). The City Council has determined that the sale of the Warrants to such purchaser on
such terms is most advantageous to the Issuer. The Warrant Purchase Agreement presented to this
meeting is hereby approved and the Mayor and City Finance Director are authorized to execute such
Agreement. Any prior execution by the Mayor and City Finance Director is hereby ratified and approved.
The Warrants shall be delivered to such purchaser through The Depository Trust Company, New York,
New York, upon the payment to the Issuer of the aforesaid purchase price. The Mayor, the City Clerk
and the Finance Director, or any of them, are hereby authorized and directed to effect such delivery and
in connection therewith to deliver such closing papers containing such representations as are required to
demonstrate the legality and validity of the Warrants; the exclusion of the interest on the Warrants from
the gross income of the Holders thereof for federal income taxation; the exemption of interest on the
Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation
with respect to any of such matters. The Finance Director shall give a receipt to the purchaser for the
purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not
be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless,
the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this
Ordinance.

Section 8.02 Approval of Official Statement for the Warrants

- (a) The Official Statement dated the date of adoption (the "Official Statement") with respect to the Warrants in substantially the form and of substantially the content as the Official Statement presented to and considered by the City Council, is hereby authorized, approved and adopted.
- (b) The City Council does hereby find and determine that the Official Statement is true and correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
- (c) The Mayor of the Issuer is hereby authorized to date the Official Statement the date of the adoption thereof and to execute and deliver the Official Statement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the Issuer and the Warrants.

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

ARTICLE 9

Payment of Warrants

- (a) Warrants for the payment of which moneys shall have been set aside and held by the Paying Agent on the maturity thereof shall be deemed to have been paid and no longer Outstanding under this Ordinance.
- (b) Warrants shall, prior to the maturity date thereof, be deemed to have been paid and no longer Outstanding under this Ordinance if there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of and interest due and to become due on said Warrants on and prior to the maturity date thereof and in the event said Warrants are not by their terms subject to payment within the next succeeding 90 days, the Issuer shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail a notice to the Holders thereof that the deposit required herein shall have been made with the Paying Agent and that said Warrants are deemed to have been paid in accordance with this Section and no longer Outstanding under this Ordinance and stating such maturity date or dates upon which moneys are to be available for the payment of the principal of said Warrants.
- (c) Neither Federal Securities nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Warrants; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the Issuer, in Federal Securities maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.
- (d) Any amounts remaining in the Series 2012 Warrant Fund after payment in full of the Warrants (or provision made therefor in accordance with this Article 9), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the Issuer.

The foregoing Ordinance was adopted this	day of May, 2012.
	President of City Council of the City of Vestavia Hills, Alabama
S E A L	
Authenticated and Attested:	
City Clerk	
Transmitted to and approved by the Mayor	on this day of May, 2012.
W.	yor of the City of Vestavia Hills, Alabama

would prevent the unanimous consen	ed by Councilman that all rules and regulations which, unless suspended, immediate consideration and adoption of the said ordinance be suspended and that t to the immediate consideration and adoption of the said ordinance be given. The ded by Councilman and on roll call was unanimously adopted, those ag:
Ayes:	Mary Lee Rice, President Steve Ammons, President Pro-Tem Linda Allison George Pierce Jim Sharp
Nays:	None
The Counc	il President declared the motion unanimously carried.
Councilman motion was second	ordinance had been discussed and considered in full by the Council, it was moved by that said ordinance be now placed upon its final passage and adopted. The ded by Councilman The question being put as to the adoption of said all passage and adoption of said ordinance, the roll was called with the following
Ayes:	Mary Lee Rice, President Steve Ammons, President Pro-Tem Linda Allison George Pierce Jim Sharp
Nays:	None
, i	

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

* * *

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

Minutes approved:	
President of Council	
Member of Council	
Member of Council	
Member of Council	
Member of Council	

STATE OF ALABAMA)
JEFFERSON COUNTY)
	CERTIFICATE OF CITY CLERK
City of Vestavia Hills, Alabama original records of the Municip behalf; (3) the above and forego from the minutes of a regular nathe original of which is on file a ordinance set forth in such exceptions.	hereby certify that (1) I am the duly elected, qualified and City Clerk of the a (the "Municipality"); (2) as Clerk of the Municipality I have access to all ality and I am duly authorized to make certified copies of its records on its bing pages constitute a complete, verbatim and compared copy of excerpts neeting of the City Council of the Municipality duly held on May 30, 2012, and of record in the minute book of the City Council in my custody; (4) the cerpts is a complete, verbatim and compared copy of such ordinance as City Council on such date; and (5) said ordinance is in full force and effect hended or changed.
	COF, I have hereunto set my hand as Clerk of the Municipality and have Municipality, this day of June, 2012.

Clerk of the City of Vestavia Hills,

Alabama

 \underline{SEAL}

ORDINANCE NUMBER 2408

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

WHEREAS, on the 13th day of February, 2012, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

Gresham Woods Subdivision as recorded in Map Book 227, Page 2 LESS and EXCEPT: Lots 12 and 13, Gresham Woods Subdivision as recorded in Map Book 227, Page 2 Dr. and Mrs. James A Posey and Byrom Building Corporation, Inc., Owner(s)

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

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

ADOPTED and APPROVED this the 30th day of May, 2012.

	Mary Lee Rice
ATTESTED BY:	Council President
Rebecca Leavings City Clerk	APPROVED BY:
	Alberto C. Zaragoza, Jr. Mayor
CERTIFICATION:	
certify that the above and foregoing copy correct copy of such Ordinance that was du	of the City of Vestavia Hills, Alabama, hereby of 1 (one) Ordinance # 2408 is a true and ally adopted by the City Council of the City of 12, as same appears in the official records of
-	Center, Vestavia Hills Library in the Forest Vestavia Hills Recreational Center this the

STATE OF ALABAMA	
JEHERSON	_COUNTY

PETITION FOR ANNEXATION TO THE

CITTOR	A EDITA III III ED, ALADAMIA
Date of Petition:	/lau 3, 2011

CITY OF VECTAVIA HILLS ALABAMA

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

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

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

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

Stuart Simo 368-2091 Bldr Morty Byron - 980-7424

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EXHIBIT "A"

LOT(s) # 1-2-3-4-5-7-8-	9-10-11	. Gresh	AM WOOL
BLOCK:	····		
SURVEY:			-
RECORDED IN MAP BOOK 227	, PAGE	2	_ IN THE
ROBATE OFFICE OF Jeffason	COUNTY,	ALABAMA.	
COUNTY ZONING: E-2			
COMPATIBLE CITY ZONING:			
EGAL DESCRIPTION (METES AND BOUN	IDS):		

A parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

EXHIBIT "A"

Commence at a found 3 inch capped pipe being the Northeast corner of the Northwest ¼ of the Southwest ¼ of Section 28, Township 18 South, Range 2 West, thence run South 02 degrees 09 minutes 56 seconds East along the eastern line of said ¼ ¼ Section for a distance of 60.03 feet to a point, said point being the point of beginning; thence continue South 02 degrees 09 minutes 56 seconds East along the said ¼ ¼ Section line for a distance of 391.21 feet to a point; thence North 85 degrees 44 minutes 26 seconds West for a distance of 542.77 feet to a point; thence South 89 degrees 42 minutes 56 seconds West for a distance of 797.53 feet to a point on the Western line of said ¼ ¼ Section; thence North 02 degrees 01 minutes 29 seconds West along the said ¼ ¼ Section line for a distance of 408.19 feet to a found 3 inch capped pipe being the Northwest corner of said ¼ ¼ Section; thence North 89 degrees 42 minutes 56 seconds East along the northern line of said ¼ ¼ Section line for a distance of 922.91 feet to a point; thence South 60 degrees 07 minutes 16 seconds East for a distance of 119.41 feet to a point; thence North 89 degrees 42 minutes 56 seconds East and parallel to the northern line of said ¼ ¼ Section line for a distance of 312.00 feet back to the point of beginning.

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

SIGNATURE(S)	DESCRIPTION OF PROPERTY
Byon Building Coop pup-Marty Byon	Lot / Block Survey
Byom Buldwin Cop	Lot 2 Block Survey
Byrom Bulding Grap	
Pus- Marty Byron	Lot 3 Block Survey on Reverseside Hear of
(Use reverse side her	eof for additional signatures and property descriptions, if needed).
STATE OF ALABAMA	
Selferon	COUNTY
Marts Sum	being duly sworn says: I am one of the persons who
	d I certify that said petition contains the signatures of all the owners
of the described property.	
	Marty Byron
	Signature of Certifier
	·
Subscribed and sworn before	me this the 3rd day of November, 20/1.
	Mand Lely
	V Notary Public
	My commission expires: 2/14/14
	··· -· · · · · · · · · · · · · · · · ·

Byrom Bulding Corp		
Pro - Marty Byro-	101#4	
Byrom Building Corps		
pres - Marty Byron	Lot \$ 5	
Byrom Building Comp		
pus - Maty Byron	doft 7	
Bysom Building Corp		
pus. Marty By	Lota 8	
Byrom Beuldens Comp		
pus. Marty By	Lottl 9	
Bypom Birlling Corp pres Marty Box	Lotte 10	
Byon Bully Cop		
pres. Marty Byron	Lot # 11	
Byron Building Coop		
Ples - Maily By	Lott	

STATE OF ALABAMA	
Jefferon	COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition:		
-------------------	--	--

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

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

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

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

EXHIBIT "A"

LOT:_#	4	Enesham	Woods	•	
BLOCK:					
SURVEY:					
RECORDED	N MAP BO	ok <u>227</u>	, PAGE	2	IN THE
PROBATE OF	FFICE OF _	Jeffelson) COUNTY, A	ALABAMA.	
COUNTY ZO	NING:	E-2			
COUNTIZO	NING				
COMPATIBL	E CITY ZO	NING:			
LEGAL DESC	CRIPTION (METES AND BOUN	IDS):		

EXHIBIT "C"

CITY OF VESTAVIA HILLS

Department Review of Proposed Annexation
(To Be completed by City Staff)

and then forward it to	ties have requested to be annexed into the City. Please review this request to the next department on the list as soon as is reasonably possible. Please form to the City Clerk's office not later than 5:00 PM on Thursday,
Engineering: Comments:	Date: 11/02/11 Initials: CB
Police Department: Comments:	Date: //- 9-// Initials:
Fire Department: Comments:	Date: 11/9/11 Initials: Avail
Public Works: Comments:	Date: 1/-17:11 Initials: E.H.

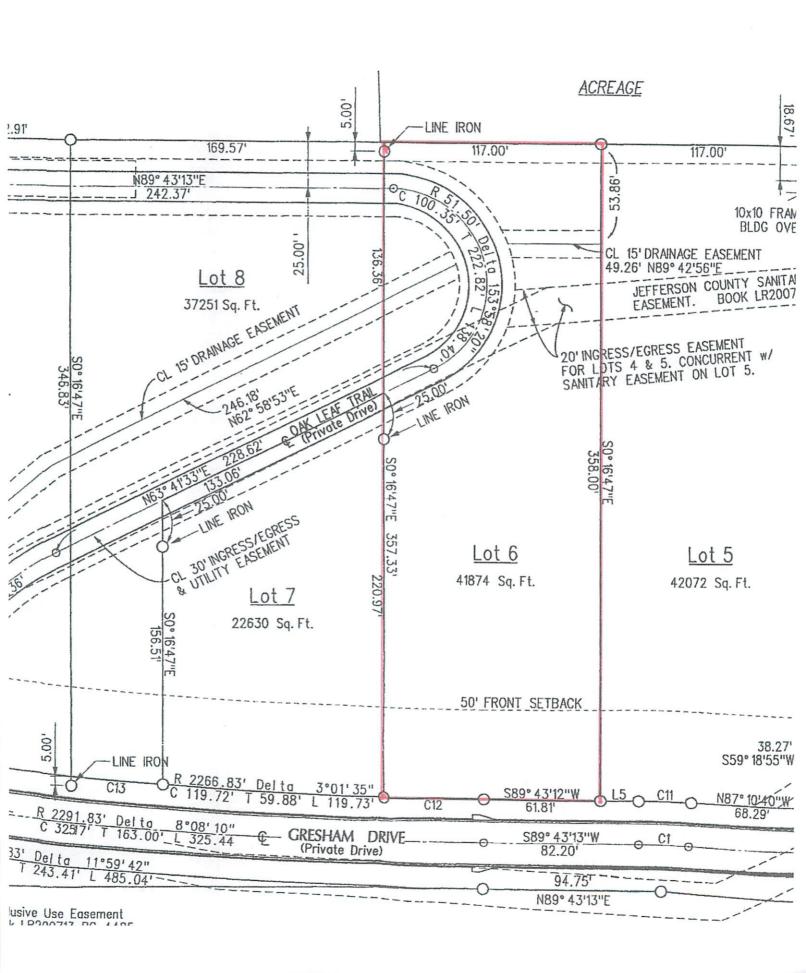


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

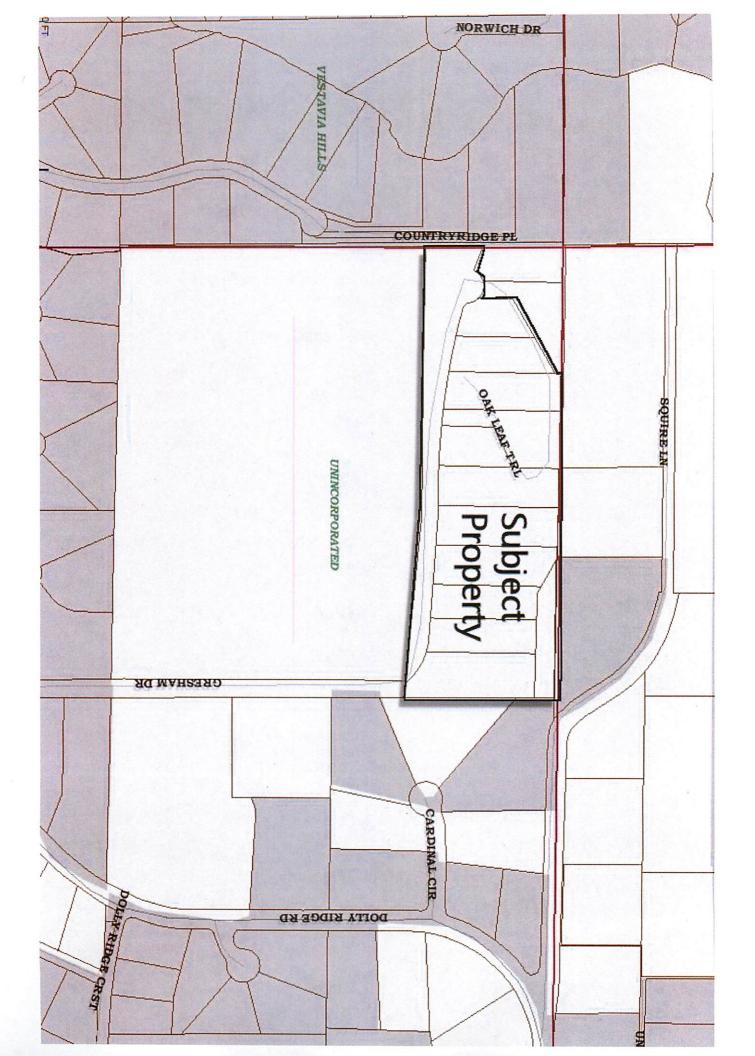
1204 Montgomery Highway Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition		Action Taken: Grant Deny		
Resolution: Date:	Nun	nber:		
Overnight Ordinance: Date:	Nun	nber:		
90 Day Final Ordinance: Date:	Nun	nber:		
(To be completed by Homeowner) Name(s) of Homeowner(s): James A Posey III & wife Elane B. Pose (205) 910-4833 Address: 1538 Oak leaf Teal City: Dinny han State: At Zip: 35243				
Information on Children:		DI 4	T 11 T	
		Vestavia Hil	Enroll In ls School?	
Name(s)	Age School	ol Grade Yes	No	
1. Josiah Andrew Posey	18 gradu	ate	V	
 Josiah Andrew Posey Evelyn Janea Posey 	14 9	/		
3. 1				
4.				
5.				
6.				
Approximate date for enrolling students in V	Jestavia Hills Cit	y Schools if abox	ve response is	

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

SIGNATURE(S)	DESCRIPTION OF PROPERTY		
X Jum asking	Lot 6 Block	Survey Gres ham Woods	
Glaine B. Bosay	Lot 6 Block_	Survey Gresham Woods	
	LotBlock	Survey	
(Use reverse side hereo	f for additional signatur	es and property descriptions, if needed).	
STATE OF ALABAMA			
Jefferson	COUNTY		
FLATNE B. POSE, signed the above petition, and of the described property.	being duly I certify that said petition	sworn says: I am one of the persons who n contains the signatures of all the owners	
	Jaine Signature	B. Posey of Certifier	
Subscribed and sworn before m	ne this the day of	November, 2011.	
	Lasele Notary Pu	blic	
	My commi	ssion expires: 05/08/12	



ORDINANCE NUMBER 2406

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 A PARCEL OF PROPERTY FROM JEFFERSON COUNTY E-2 TO VESTAVIA HILLS R-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 Jefferson County E-2 to Vestavia Hills R-1:

Gresham Woods Subdivision as recorded in Map Book 227, Page 2 LESS and EXCEPT: Lots 12 and 13, Gresham Woods Subdivision as recorded in Map Book 227, Page 2

Dr. and Mrs. James A Posey and Byrom Building Corporation, Inc., Owner(s)

APPROVED and ADOPTED this the 30th day of May, 2012.

Mary Lee Rice
Council President

ATTESTED BY:

Rebecca Leavings
City Clerk

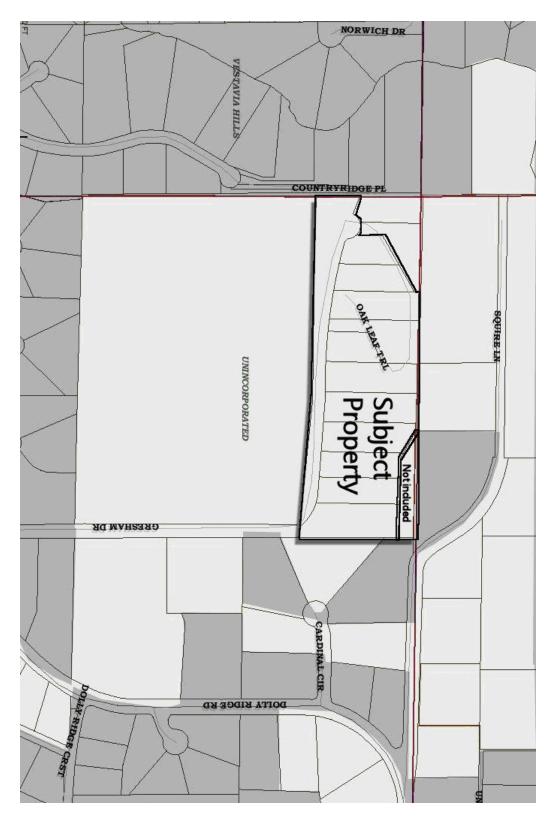
APPROVED BY:

Alberto C. Zaragoza, Jr. Mayor

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 # 2406 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 30th day of May, 2012 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of ______, 2012.



ORDINANCE NUMBER 2405

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 A PARCEL OF PROPERTY FROM VESTAVIA HILLS INST-1 WITH CONDITIONS TO VESTAVIA HILLS INST-1 WITH AMENDED CONDITIONS

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 Inst-1 with conditions to Vestavia Hills Inst-1, with amended conditions;

1929 Canyon Road Lot 12, Block 3, Southridge 2nd Add to Vestavia Hills Alpha Sigma Tau, Owner(s)

BE IT FURTHER ORDAINED that said zoning is contingent upon the following conditions: (1) no access to Canyon Road; (2) the height and residential style of the building is to be maintained; (3) no alcohol allowed on the premises; (4) Subletting shall be allowed only to other non-profit organizations similar to AMBUCS; and (5) should the property be sold to any group other than AMBUCS, in such event property zoning shall revert back to residential, R-3 zoning.

APPROVED and ADOPTED this the 30th day of May, 2012.

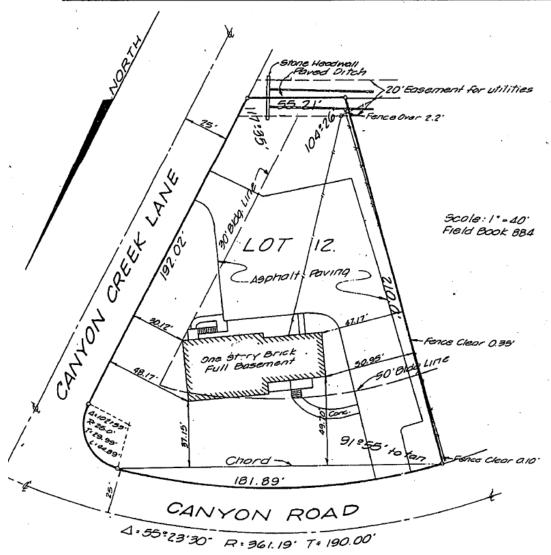
Mary Lee Rice Council President

ATTESTED BY:

	APPROVED BY:
	Alberto C. Zaragoza, Jr. Mayor
CERTIFICATION:	
certify that the above and foregoing copy correct copy of such Ordinance that was du	of the City of Vestavia Hills, Alabama, hereby of 1 (one) Ordinance # 2405 is a true and ally adopted by the City Council of the City of 12 as same appears in the official records of
<u> </u>	Center, Vestavia Hills New Merkle House, Hills Library in the Forest this the day



BLOCK 3, SECOND ADDITION TO SOUTHRIDGE ADDITION TO VESTAVIA HILLS



ORDINANCE NUMBER 2381-A

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 A PARCEL OF PROPERTY FROM VESTAVIA HILLS INST-1 TO VESTAVIA HILLS B-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 Inst-1 to Vestavia Hills B-2;

3975 Asbury Road David Morrison, Owner(s)

More particularly described as follows:

Commence at the SW corner of the SW Quarter of the SE Quarter of Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama; thence North 0 degrees 47 minutes 36 seconds East, along the West line of said 1/4-1/4 section a distance of 30.01 feet to a point; thence South 87 degrees 42 minutes 01 seconds East a distance of 103.00 feet to an iron pin and the Point of Beginning; thence North 43 degrees 39 minutes 00 seconds West a distance of 82.78 feet to an iron pin; thence North 2 degrees 10 minutes 01 seconds West a distance of 210.58 feet to an iron pin; thence North 87 degrees 49 minutes 59 seconds East, a distance of 156.66 feet to an iron pin; thence South 1 degrees 00 minutes 59 seconds West a distance of 183.53 feet to an iron pin; thence North 87 degrees 42 minutes 01 seconds West a distance of 86.55 feet to the point of beginning.

BE IT FURTHER ORDAINED, said rezoning is conditioned upon the following: (1) The developer shall execute restrictive covenants limiting the use of the property to exclude, at minimum, the following uses: gasoline sales; auto parts sales; auto services; fast food restaurants; dry cleaning plants; places of amusement or

Ordinance Number 2381-A Page 2

assembly; (2) That said covenants require that the property be developed with all

development north of the creek and the property to the south of the creek preserved for

limited parking and/or a landscaped park/open area; (3) Said restrictive covenants shall

be executed, recorded in the Jefferson County Probate Office and a copy attached and

incorporated into this Ordinance Number 2381-A; (4) That the developer construct public

sidewalks within the right-of-way on both sides of the property that is adjacent to a public

street with the approval of the City Engineer.

APPROVED and ADOPTED this the 30th day of May, 2012.

Mary Lee Rice Council President

ATTESTED BY:

Rebecca Leavings City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr. Mayor

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 # 2381-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 30th day of May, 2012 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills New Merkle House, Liberty Park Sports Park and Vestavia Hills Recreational Center this the _____ day of _____, 2012.

