

## “EXHIBIT A”

**The City recognizes its duties to provide services to all its citizens on an equal basis. As a result of the litigation in this case, the City appreciates the need to state formally in the context of a settlement of this litigation the service goals for drainage maintenance in the community served by the drainage system in Upper Shades Creek.**

1. The City will maintain the drainage system by clearing vegetation, trees, dirt and other blockage or obstruction from the City’s drainage system. The City shall schedule such maintenance on the same basis throughout the City and will respond to complaints of residents as soon as practical.
2. An herbicide application program will be employed to retard the growth of vegetation alongside the banks of Upper Shades Creek in those areas determined by the Public Works Department.
3. The Public Works Department shall use its “Slash Buster” equipment to cut and clean the banks as necessary in Upper Shades Creek every nine months.
4. The Public Works Department shall employ its “Long Reach Excavator” every 18 months as necessary in areas of Upper Shades Creek. **All parties should understand that the use of any of this equipment will not result in, and is not intended to result in any deepening of the channel of Upper Shades Creek or any other stream within the City of Birmingham. It is clear to all parties that any maintenance “dredging” will be performed only within the required context of US Army Corps of Engineers permit.**
5. All parties understand that the areas of maintenance undertaken by the City will usually be within the City borders or limits. The City will work with other municipalities and jurisdictions lying within Upper Shades **pursuant to inter-local agreement.**
6. The City will maintain records of its drainage maintenance activities in and around Upper Shades Creek and allow the public to inspect these records upon request with reasonable restrictions as to time, place and manner of the inspection.