

**Vestavia Hills  
City Council Agenda  
January 13, 2014  
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Rev. Bill Brunson, Vestavia Hills United Methodist Church
4. Pledge of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval Of Minutes – December 19, 2013 (Meeting with the Mayor) and December 23, 2013 (Regular Meeting)

**Old Business**

10. Resolution Number 4539 – A Resolution Authorizing The City Manager To Execute An Agreement With Walter Schoel Engineering For Design And Survey Services For Additional Parking At The Library In The Forest (*Public Hearing*)

**New Business**

11. Resolution Number 4540 - Appointing Members Of The Jefferson County-Blount-St. Clair Mental Health Authority Board
12. Resolution Number 4541 - A Resolution Initiating The Rezoning Of Property Located At 1421 Round Hill Road From Vestavia Hills R-2 (Residential) To Vestavia Hills Inst-1 (Institutional) For Public Library Use And To Initiate A Request For A Variance For Location Of A Privacy Wall Within The Front Setback; City Of Vestavia Hills, Owner
13. Resolution Number 4542 - A Resolution Rescheduling The Regular Scheduled City Council Meeting Of Monday, May 26, 2014 To Wednesday, May 28, 2014 In Observance Of Memorial Day Holiday

**First Reading (No Action Taken At This Meeting)**

14. Ordinance Number 2480 – Conditional Use Approval - An Ordinance Granting A Conditional Use Approval For Property Located At 4751 Liberty Park Lane; Lot 879, Amended Map No. 2 Of Heritage Hills – Phase I; Liberty Park Joint Venture
15. Resolution Number 4543 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Issis And Sons Furniture Gallery, Inc.
16. Resolution Number 4544 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Royal Automotive, Inc.
17. Citizens Comments
18. Motion For Adjournment
19. Executive Session

**CITY OF VESTAVIA HILLS**  
**CITY COUNCIL WORK SESSION**

**MINUTES**

**DECEMBER 19, 2013**

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

**MEMBERS PRESENT:**

Alberto C. Zaragoza Jr., Mayor  
Steve Ammons, Mayor Pro-Tem  
George Pierce  
John Henley  
Jim Sharp

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Rebecca Leavings, City Clerk  
Jim St. John, Fire Chief  
Dan Rary, Police Chief

The Mayor opened the Work Session and gave an update on the purchase of the new City Hall property, an update on the proposed purchase of property for additional parking at the Library in the Forest and an update on the demolition of the Vestavia Motor Lodge.

Mr. Downes discussed his plans for revising incentives. He announced the plans for the upcoming charrette planned for eventual development of Patchwork Farms. He briefly discussed the emergency reserve balances of the City and updated the Council on the designs for the proposed City Hall facility.

There being no further business, the meeting adjourned at 5:45 PM.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

### **DECEMBER 23, 2013**

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

<b>MEMBERS PRESENT:</b>	Mayor Alberto C. Zaragoza, Jr. Steve Ammons, Mayor Pro-Tem George Pierce
<b>MEMBERS ABSENT:</b>	John Henley Jim Sharp
<b>OTHER OFFICIALS PRESENT:</b>	Jeff Downes, City Manager Rebecca Leavings, City Clerk Melvin Turner, Finance Director George Sawaya, Deputy Treasurer Christopher Brady, City Engineer Jim St. John, Fire Chief Danny Rary, Police Chief Greg Gilchrist, Fire Marshal

Invocation was given by George Sawaya.

#### **ANNOUNCEMENTS, GUEST RECOGNITION**

- David Wheeler, 2532 Crossgate Place, introduced himself and declared that he is a candidate for State House District 47.
- The Mayor welcomed School Board member Mark Hogewood and Chamber of Commerce Chairman of the Board Martha Cook to the meeting.
- The Mayor announced that an item will be added with a request for Unanimous Consent in order to consider and adopt Ordinance 2479.

#### **CITY MANAGER REPORT**

- Mr. Downes called upon Chief St. John to make a presentation. Chief St. John showed a short video of a maneuver his department used to put out a flash fire

caused by an accident at a gas main. He stated that this is not something they do on a regular basis but have been trained for such an endeavor.

- Chief St. John presented the Vestavia Hills Fire Department's Life Saving Award for 2013 to Mr. Craig Parker who climbed atop a burning vehicle and pulled the driver to safety despite getting 1<sup>st</sup> and 2<sup>nd</sup> degree burns himself. He stated that Mr. Parker's efforts helped to save this person's life.
- Mr. Downes stated that the Municipal Center will be closed December 24, 25, 31 and January 1, 2014 in observance of the holidays.

### **COUNCILOR REPORTS**

- None.

### **FINANCIAL REPORTS**

Mr. Turner reported and explained the City's financial reports for the month ending October 2013. He answered questions concerning the City's position with regard to sales taxes, ad valorem, etc.

### **APPROVAL OF MINUTES**

The minutes of the December 9, 2013 (Regular Meeting) were presented for approval.

**MOTION** Motion to dispense with the reading of the minutes of the meeting of December 9, 2013 (Regular Meeting) and approve them as presented was by Mr. Ammons and second by Mr. Pierce. Roll Call vote as follows:  
Mr. Pierce – yes                      Mr. Sharp – yes  
Mayor Zaragoza – yes                      motion carried.

### **OLD BUSINESS**

#### **RESOLUTION NUMBER 4535**

**Resolution Number 4535 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver A Document Entitled “Vacation, Termination And Release Of Parking Easement” (public hearing)**

**MOTION** Motion to approve Resolution Number 4535 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes gave a brief background concerning a parking easement located above the old library location at Golds Gym. The easement stated that if the library no longer was occupied by the City, the easement would terminate. This is simply the official termination of that agreement.

The Mayor opened the floor for a public hearing.

Martha Cook, Chamber of Commerce, asked if this was the easement across CVS.

Mr. Downes stated that this was some parking up at Gold's Gym and doesn't affect CVS property.

There being no further discussion, the Mayor called for the question. Roll call vote, as follows:

Mr. Pierce – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	motion carried.

### **RESOLUTION NUMBER 4536**

**Resolution Number 4536 – A Resolution Accepting Dedication Of A Street And Public Improvements In The Castlehill Subdivision (public hearing)**

**MOTION** Motion to approve Resolution Number 4536 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that the Council recently voted at a previous meeting to repair the public improvements of the Castlehill Subdivision. In order to begin the repair, the street needs to be accepted by the Council so that the City can begin maintenance.

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

There being no further discussion, the Mayor called for the question. Roll call vote, as follows:

Mr. Pierce – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	motion carried.

### **ORDINANCE NUMBER 2475**

**Ordinance Number 2475 – An Ordinance Calling For A Special Election To Be Held On March 11, 2014 For Renewal Of A Special Municipal School Tax (public hearing)**

**MOTION** Motion to approve Ordinance Number 2475 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that the 10.5 mill school tax that was passed in 1990 is set to expire in the next few years and the Board of Education has requested a special referendum in order to renew the tax.

Mark Hogewood, Vestavia Hills Board of Education, was present in order to answer any questions.

The Mayor opened the floor for a public hearing.

Martha Cook, Chamber of Commerce, asked if the tax was for a date certain.

Mr. Downes indicated that the referendum does not limit the tax to a certain number of years.

There being no one else present to address the Council regarding this matter, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mr. Pierce – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	motion carried.

### **ORDINANCE NUMBER 2476**

**Ordinance Number 2476 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With AT&T Alabama, A Georgia Corporation For Programming Services (public hearing)**

**MOTION** Motion to approve Ordinance Number 2476 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that this request is to extend the ability of AT&T Alabama to provide programming services for some portions of the City through the U-Verse technology.

Terri Williams, AT&T, was present to answer any questions.

Discussion ensued concerning the renewal for a period of 5 years, the speed of growth within the City and when or if AT&T will be able to provide to all of the City within this timeframe.

The Mayor opened the floor for a public hearing. There being no one present to address the Council regarding this matter, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mr. Pierce – yes                      Mr. Sharp – yes  
Mayor Zaragoza – yes                      motion carried.

**NEW BUSINESS**

**ORDINANCE NUMBER 2478**

**Ordinance Number 2478 – An Ordinance To Rescind Ordinance Number 2466 – Authorizing And Directing The Sale Of Real Estate Situated At 1112 Montgomery Highway**

**MOTION** Motion to approve Ordinance Number 2478 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that the sales contract for the sale of the old library has expired with no success in selling the property. He indicated that this Ordinance terminates the agreement and allows the refund of earnest money.

There being no further discussion, the Mayor called for the question. Roll call vote as follows:

Mr. Pierce – yes                      Mr. Sharp – yes  
Mayor Zaragoza – yes                      motion carried.

**NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)**

The Mayor opened the floor for a motion for unanimous consent for immediate consideration and action on Ordinance Number 2477 and Ordinance Number 2479.

**MOTION** Motion for unanimous consent for immediate consideration and action on Ordinance Number 2477 and Ordinance Number 2479 was by Mr. Pierce with second from Mr. Ammons. Roll call vote as follows:

Mr. Pierce – yes                      Mr. Sharp – yes  
Mayor Zaragoza – yes                      motion carried.

**ORDINANCE NUMBER 2477**

**Ordinance Number 2477 – Series 2013-A General Obligation Warrant Issue (public hearing)**



**MOTION** Motion to approve Ordinance Number 2477 was by Mr. Ammons and second was by Mr. Pierce.

Heyward Hosch, Maynard Cooper and Gale, was present in regard to this request. He gave the general conditions of the warrant issue and explained the terms of the agreement. He indicated this warrant issue is the first of two in the amount of \$10 million each.

Chris Williams, Sterne Agee, was also present to answer questions in regard to the warrant issue.

The Mayor opened the floor for a public hearing. There being no one present to address the Council regarding this matter, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mr. Pierce – yes                      Mr. Sharp – yes  
Mayor Zaragoza – yes                      motion carried.

**ORDINANCE NUMBER 2479**

**Ordinance Number 2479 – An Ordinance Authorizing And Directing The Purchasing And Closing Of The Sale Of Real Estate (*Public Hearing*)**

**MOTION** Motion to approve Ordinance Number 2479 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that this Ordinance allows the City to purchase property adjacent to the Library in the Forest in order to develop additional parking for the Library. He stated that the agreement is to purchase the adjacent property for a price of \$309,500.

The Mayor opened the floor for a public hearing. There being no one present to address the Council regarding this matter, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mr. Pierce – yes                      Mr. Sharp – yes  
Mayor Zaragoza – yes                      motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting on January 9, 2014 at 5 PM.

- Resolution Number 4539 – A Resolution Authorizing The City Manager To Execute An Agreement With Walter Schoel Engineering For Design And Survey Services For Additional Parking At The Library In The Forest (*public hearing*)

**CITIZENS COMMENTS**

Patrick Dewees, 3048 Asbury Park Place, asked the Council to adopt a resolution to discourage Birmingham and Hoover from further developing along the Highway 280 and 119 intersection.

**MOTION** Motion to adjourn was by Mr. Pierce and second was by Mr. Ammons. Meeting adjourned at 5:50 PM.

Alberto C. Zaragoza, Jr.  
Mayor

Attested by:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 4539**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WALTER SCHOEL ENGINEERING COMPANY, INC. FOR DESIGN AND SURVEY SERVICES FOR ADDITIONAL PARKING AT THE LIBRARY IN THE FOREST**

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

1. The City Manager is hereby authorized to execute and deliver an agreement with Walter Schoel Engineering Company, Inc. for design and survey information for additional parking for the Library in the Forest at a cost not to exceed \$29,000; and
2. A copy of said agreement and detail is marked as Exhibit A, attached and incorporated into this Resolution Number 4539 as though written fully therein; and
3. This Resolution Number 4539 is effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 13<sup>th</sup> day of January, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

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

**December 18, 2013**

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services  
Rebecca Leavings, City Clerk

From: Christopher Brady, City Engineer

RE: library parking addition

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In meeting with neighboring residents on Friday, December 13, it seems we are progressing to get a favorable release of the restricted covenants. I am recommending we proceed with design services as proposed by Schoel Engineering. Please see attached detailed scope of services and agreement.

With the additional screen wall requested by neighbor, I anticipate this work to not exceed an approximate cost of \$29,000. I anticipate this expense would be applied to general fund balance.

Please let me know if any questions,

-Christopher



**AGREEMENT FOR CONSULTING SERVICES**

**BETWEEN**

**CITY OF VESTAVIA HILLS**

**AND**

**WALTER SCHOEL ENGINEERING COMPANY, INC.**

**FOR**

**VESTAVIA HILLS LIBRARY PARKING ADDITION**

**VESTAVIA HILLS, ALABAMA**

December 4, 2013

This **AGREEMENT**, entered into by and between **City of Vestavia Hills**, hereinafter referred to as the **Client**, and **Walter Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services associated with Vestavia Hills Library Parking Addition, located in Vestavia Hills, Alabama.

**SCOPE OF WORK**

**1. BOUNDARY & TOPOGRAPHIC SURVEY**

A field-shot topographic survey of the site to be developed will be prepared. The detailed scope is as follows:

- Shoot topo to the center of all adjacent streets.
- Shoot topo on a 50-foot or equivalent grid including grade breaks on USGS Datum.
- Locate above site improvements including but not limited to the buildings, sidewalks, curb cuts, paved areas, etc.
- Locate visible utilities (water valves and meters, gas valves and meters, sanitary and storm sewers, electrical and telephone appurtenances, etc.).
- Shoot flow line elevations of visible sanitary and storm sewers, including the next upstream and downstream offsite structures
- Research underground utilities with each respective utility company and identify on plat.
- Process field survey data and prepare a Topographic Survey Map for use in design.

Lump Sum Fee        \$4,500

**2. RESURVEY OF SITE**

The Consultant would prepare a resurvey of the site to combine the multiple lots into a single lot. The detailed scope is as follows:

- Coordinate with the City of Vestavia Hills on dates and submittals
- Prepare resurvey plat
- Set any new corner irons, if required
- Prepare vacation documents
- Assist in obtaining required signatures
- Submit to the City of Birmingham
- Attend approval meetings, as required
- Assist in having the plat recorded

Proposed Fee        \$ 1,900

#### 4. SCHEMATIC DESIGN AND PLANNING

The Consultant will also prepare preliminary engineering plans for the Client's review. The detailed scope is as follows:

- Consult with the Client, design team, and neighbors as required
- Coordinate with utilities, as necessary
- Drainage and detention study
- Preparation of schematic design plans, including:
  - o Layout Plan
  - o Grading and Drainage Plan
  - o Utility Plan
  - o Stormwater Management Plan

Lump Sum Fee       \$ 3,100

#### 5. FINAL CONSTRUCTION DOCUMENTS

The Consultant would perform final design and prepare construction documents. The Final Construction documents would be developed from the Schematic Design Plans. The detailed scope is as follows:

- Preparation of Final Construction Plans, Including:
  - o Cover Sheet
  - o Topographic Map
  - o Site Layout Plan
  - o Grading and Drainage Plan
  - o Erosion & Sediment Control Plan
  - o Site Utility Plan, if necessary
  - o Storm Profile Sheet
  - o Detail Plan(s) (standard details, roadway sections, paving sections, etc.)
- Preparation of Front End & Technical Specifications
- Assistance with submittals and approvals

Lump Sum Fee       \$ 7,900

#### 6. BIDDING ASSISTANCE & CONSTRUCTION ADMINISTRATION

The Consultant will assist the Client during the bidding process and will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The detailed scope is as follows:

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor Construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client

Hourly Estimate     \$3,000

*The above is only an estimate and is subject to change. The Client would be charged based on the hourly rates shown below in the "Schedule of Unit Rates". If the Consultant is nearing the end of the above-budget, the Client will be notified prior to billing.*

#### 7. LANDSCAPE DESIGN

The Consultant will provide landscape design services to support the parking addition. The landscape architect's proposal is attached for reference.

To be billed at 1.1 times the Landscape Architect's Fee

**FEE SUMMARY**

1. Boundary & Topo	\$ 4,500
2. Resurvey	\$ 1,900
3. Schematic Design and Planning	\$ 3,100
4. Final Construction Documents	\$ 7,900
5. Construction Administration	\$ 3,000
Subtotal (WSE)	\$ 20,400
Reimbursables (Estimated 6%)	\$ 1,224
Reimbursable Consultant plus 10%	\$ 6,243
TOTAL (BASE)	\$ 27,867
Optional Add for Screen Wall	\$ 1,100

**NOT INCLUDED IN SCOPE OF WORK**

1. As-built drawings of any type
2. ALTA Survey
3. Easement Vacations
4. Construction Stake-out or stake-out of geotech borings
5. Environmental assessments (T & E Species, Wetland Delineations, Phase 1, Phase 2, etc.)
6. Cultural Resources/Historic Properties Studies
7. Off-Site Utility Upgrades (including Public Sewer Extensions or Water main extensions)
8. Utility Relocations or extensions
9. Wall Design (to be design-build by contractor) – other than screen wall
10. LEED Services
11. ADEM Permitting

**PAYMENT TERMS**

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30<sup>th</sup>) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

**SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2013**

Senior Principal	\$ 225.00 per hour
Principal	\$ 170.00 per hour
Chief Land Surveyor	\$ 150.00 per hour
Senior Project Manager	\$ 140.00 per hour
Project Manager 2	\$ 125.00 per hour
Project Manager 1	\$ 110.00 per hour
Senior Professional	\$ 120.00 per hour
Project Professional	\$ 105.00 per hour
Staff Professional	\$ 90.00 per hour
Senior Designer / Survey Draftsman / Specialist	\$ 90.00 per hour
Designer / Survey Draftsman / Specialist 2	\$ 80.00 per hour

Designer / Survey Draftsman / Specialist 1		\$ 70.00 per hour
Field Survey Party		\$ 150.00 per hour
Laser Scanning Field Crew		\$ 400.00 per hour
Laser Scanning Specialist		\$ 125.00 per hour
Intern/Support		\$ 55.00 per hour
Courier		\$ 25.00 per delivery
Transportation		\$ 0.50 per mile
Materials	(Stakes and Hubs)	\$ 0.35 each
	(Flagging)	\$ 2.50 per roll
	(Iron Pins and Caps)	\$ 5.00 each
	(Spray Paint)	\$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

### **GENERAL TERMS AND CONDITIONS**

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 3) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 4) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 5) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 6) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 7) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.



- 8) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 9) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 10) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 11) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 12) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

**PROPOSAL ACCEPTANCE**

**SUBMITTED:**

**ACCEPTED:**

**Consultant: Walter Schoel Engineering Company, Inc.**

**Client: City of Vestavia Hills**

**Signature:** Walter Schoel III

**Signature:** \_\_\_\_\_

**Name:** Walter Schoel III

**Name:** \_\_\_\_\_

**Title:** President

**Title:** \_\_\_\_\_

**Date:** December 4, 2013

**Date:** \_\_\_\_\_

Please print or type the following information for the individual, firm or corporation responsible for payment.

**Company:** \_\_\_\_\_

**Client or Client's authorized representative:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Client's Project Number:** \_\_\_\_\_ **Client's Purchase Order Number:** \_\_\_\_\_



December 4, 2013

James Parsons  
Walter Schoel Engineering Co., Inc.  
1001 22nd Street South  
Birmingham AL 35205

Re: Parking Lot, Library in the Forest, Vestavia Hills, Alabama

James:

Thank you for the opportunity to respond to your request for proposal for Landscape Architectural services. We look forward to the opportunity to work with you on this project and others in the future.

Please accept this as our proposal for Landscape Architectural Services for Lighting, Planting and Irrigation design for the Parking Lot, Library in the Forest, Vestavia Hills, Alabama. After your review of the proposal, please call me with any questions and or clarifications that you may require.

We propose our scope of service to be as follows:

**Basic Services:**

- I. **Meetings:** EDS, Inc. will meet with adjacent property owners, design team, and staff to discuss the proposed plant material and lighting and to receive input prior to proceeding with Construction Documents.

tel: 205.585-8414 web: [www.edsinweb.com](http://www.edsinweb.com)  
P.O. Box 430127, Birmingham, AL 35243

- II. **Planting Plan:** EDS, Inc. will prepare construction documents necessary for bidding, permitting and construction. These documents will include planting plan, planting details and specifications.
- III. **Irrigation Plan:** EDS, Inc. will study the as-built drawings for the existing system and determine feasibility of extension. Prepare irrigation plan, irrigation details and specifications.
- IV. **Electrical Engineering:** EDS, Inc. will provide electrical engineering required for pole-mounted site lighting. Pole lighting is to be visually consistent with existing adjacent parking lot lighting, is to be provided such as to minimize light spill on neighboring residential properties and is to be provided in accordance with sustainable design practices similar to existing lighting systems. Existing sharp-cutoff forward-throw pole lighting at border of existing facility may be relocated as required.
- V. **Construction Observation:** EDS, Inc. will make one site visit at Substantial Completion to observe that, in general, lighting, plantings and irrigation are in compliance with the plans and specifications. At that time we will prepare and distribute to the client a punch list with any items that may need to be remedied.
- VI. **Screening Fence or Wall:** As required, EDS, Inc. will design a screen wall or fence as part of the screening buffer. We will provide plans, elevations, and construction details for permitting and construction.

**Additional Services:**

Additional Services consist of any professional services provided which are not specifically described above and as mutually agreed upon between the Client and the Landscape Architect. Such services include, but are not limited to: grading plans, site planning, site sections, 3D drawings, substantial increase in drawings or administration due to changes in the scope of work or site plan.

Additional Services will be billed on an hourly basis per our Schedule of Hourly Rates.

**Work Specifically Not Included**

- 1. LEED certification documentation services.

tel: 205.585-8414 web: [www.edsinweb.com](http://www.edsinweb.com)  
P.O. Box 430127, Birmingham, AL 35243

2. Design of new electrical power service or modifications to existing electrical power service.
3. Attendance at public hearings, design review meetings.
4. Site sections, aerial perspectives, axonometric drawings.
5. Screening Fence or Wall. See additional fee below.

**Schedule of Hourly Rates:**

Principal:	\$125.00 / hr.
Project Manager:	\$115.00 / hr.
Landscape Architect / Intern:	\$75.00 / hr.
Administrative / Clerical:	\$35.00 / hr.

**Client Responsibilities**

The Client will provide full information and program regarding requirements for the project. The Client will furnish as-built planting and irrigation drawings for the Landscape Architect's use.

Reimbursable expenses such as printing, copies, and mileage will be billed at our cost plus a 10% administrative fee.

**Environmental Design Studio, Inc. proposes to provide Items I-V for a stipulated fee of \$5,675.** We propose to provide Item VI on an as needed basis for an additional \$1,000. We will invoice for services on a percent complete basis through the completion of the project.

Payment for services is due within 21 days of date of invoice. In the event a payment is more than 15 days late, the client agrees to pay a late fee equivalent to five percent (5%) of the outstanding balance compounded on a monthly basis. If payment is more than 30 days past due then the purchaser will be in default of said contract. In the event of default the purchaser agrees to pay all costs of collecting the amount owed to Environmental Design Studio, Inc. under this agreement, including court costs, filing fees, and reasonable attorney fees if the outstanding balance owed exceeds \$500.00 and the debt is referred to collection.

The client agrees that, in no event will Environmental Design Studio, Inc. or any

tel: 205.585-8414 web: [www.edsincweb.com](http://www.edsincweb.com)  
P.O. Box 430127, Birmingham, AL 35243

of it's officers be liable for any work performed on the project in excess of the proposal amount.

Thank you for your confidence in EDS, Inc. Your signature in the space provided will authorize EDS, Inc. to proceed.

Regards,

Environmental Design Studio, Inc.



Duane Pritchett, RLA

President, Environmental Design Studio, Inc.

Your signature will authorize us to proceed.

\_\_\_\_\_

\_\_\_\_\_

Name:

Date:

\_\_\_\_\_

Title:

**RESOLUTION NUMBER 4540**

**A RESOLUTION APPOINTING MEMBERS TO THE JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY BOARD**

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

1. Nathan Johnson and Jason Rose are hereby appointed to serve on the Jefferson-Blount-St. Clair Mental Health Authority as representatives of the City of Vestavia Hills; and
2. These appointments shall become effective immediately upon adoption and approval and shall continue until the Mayor and Council amend this Resolution Number 4540; and
3. This Resolution Number 4540 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 13<sup>th</sup> day of January, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **RESOLUTION NUMBER 4541**

### **A RESOLUTION TO INITIATE THE REZONING OF PROPERTY LOCATED AT 1420 ROUND HILL ROAD AND TO INITIATE A REQUEST A VARIANCE FOR LOCATION OF A WALL AT 1421 ROUND HILL ROAD**

**WHEREAS**, the City of Vestavia Hills, Alabama, purchased property located at 1421 Round Hill Road, property located adjacent to the Vestavia Hills Library in the Forest; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to develop additional parking for the Library; and

**WHEREAS**, the property is currently zoned Vestavia Hills R-2, residential district, with a recorded 50' front setback; and

**WHEREAS**, an agreement with an adjacent property owner has determined that a wall shall be installed between the residential property and the proposed parking facility for the Library if the parking facility is developed.

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

1. The City Clerk is hereby directed to submit application to the City Planner to request the rezoning of the property located at 1421 Round Hill Road, a portion of Lot 19, Block 3, according to the Survey of the 5<sup>th</sup> Addition to Vesthaven, Sector 4 from Vestavia Hills R-2 (medium density residential district) to Vestavia Hills Inst-1 (institutional district); and
2. The City Clerk is hereby directed to submit application to the City Planner to request a variance for location of a privacy wall to be installed within the front setback of the property in order to assist in visual screening between the residential and institutional use; and
3. This Resolution Number shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 13<sup>th</sup> day of January, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 4542**

**A RESOLUTION RESCHEDULING A REGULAR MEETING OF THE  
VESTAVIA HILLS CITY COUNCIL**

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

1. The regularly scheduled meeting of the Vestavia Hills City Council will be rescheduled from Monday, May 26, 2014 to Wednesday, May 28, 2014 at 5:00 PM in observance of the Memorial Day holiday; and
2. This Resolution Number 4542 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 13<sup>th</sup> day of January, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**ORDINANCE NUMBER 2480**

**AN ORDINANCE GRANTING A CONDITIONAL USE  
APPROVAL FOR A HOME OCCUPATION**

**WHEREAS**, on October 16, 2000 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 1838 creating and establishing a P.U.D. (planned unit development) classification; and

**WHEREAS**, on February 19, 2001 the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 1864 to rezone 3,350 +/- acres from multiple Jefferson County and Vestavia Hills zoning classifications to Vestavia Hills P.U.D. (“PUD”); and

**WHEREAS**, Section 709.5. of Ordinance Number 1838 designates the permitted and conditional uses for PR-1 (Planned Single-Family) zoning designation within the PUD zoning; and

**WHEREAS**, Liberty Park Joint Venture (“LPJV”) has submitted application for conditional use approval to use the model home located at 4751 Liberty Park Lane, Vestavia Hills, Alabama located in the Liberty Park PUD and more particularly described as follows: Lot 879, Amended Map No. 2 of Heritage Hills – Phase 1 as recorded in Map Book 229, Map Page 35 in the Office of the Judge of Probate, Jefferson County, Alabama; and

**WHEREAS**, LPJV has indicated in the application for conditional use approval that they will operate the model home as a residential information and administrative office for a temporary period; and

**WHEREAS**, a copy of said application dated November 1, 2013 is marked as Exhibit A, attached and hereby incorporated into this Ordinance Number 2480 as though written fully therein.

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

1. Conditional Use Approval is hereby approved for LPJV for use of a model home as residential sales and administrative offices as described in the above-referenced application for the residence located at 4751 Liberty Park Lane, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the following conditions:
  - (1) The conditional use approval is only valid for 365 days after the completion of the model home without further approval from the Vestavia Hills Planning and Zoning Commission and City Council;
  - (2) Prior to the reversion of this building to residential use, the structure must be inspected by the Vestavia Hills Building Safety Department to ensure proper removal of temporary walls and issuance of a residential Certificate of Occupancy;
  - (3) All additional parking pads are removed and the lawn properly re-landscaped within 30 days of closing said office;
  - (4) No construction materials or any other non-office materials may be stored at this site;

(5) All authorized conditional uses shall be strictly limited to visitor center operations and residential sales related activities and shall not include any construction related activities; and

(6) Operating hours 8 AM-5 PM.

**ADOPTED and APPROVED** this the 27<sup>th</sup> day of January, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2480 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 27<sup>th</sup> day of January, 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Rebecca Leavings  
City Clerk

## CITY OF VESTAVIA HILLS

### APPLICATION

### PLANNING AND ZONING COMMISSION

---

#### I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered**. All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which is shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. *\*\*No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

---

#### II. APPLICANT INFORMATION: (owner of property)

NAME: Liberty Park Joint Venture, LLP

ADDRESS: 8000 Liberty Parkway, Suite 114  
Vestavia Hills, AL 35242

MAILING ADDRESS (if different from above) Same

PHONE NUMBER: Home N/A Office 205/945-6472

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Shawn Arterburn,  
Vice President, Development

---

P1213-31//27-00-09-2-000-013.000  
4751 Liberty Park Lane  
Conditional Use  
Liberty Park Joint Venture  
PR-1

**III. ACTION REQUESTED**

Request that the above described property be approved conditional use approval pursuant to Section 709.5A.1.b. of the Vestavia Hills Zoning Code.

Current Zoning of Property: Planned Single-Family Residential (PR-1)

Requested Conditional use For the intended purpose of: Residential information and administrative office

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

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

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

4751 Liberty Park Lane, Vestavia Hills, AL 35242

Lot 879 Amended Map No. 2 of Heritage Hills - Phase 1, recorded in Map Book 229, Page 35, in the Probate Office of Jefferson County, AL

Property size: 154.45 feet X 93.16 feet. Acres: 0.52

**V. INFORMATION ATTACHED:**

Attached Checklist complete with all required information.

Application fees submitted.

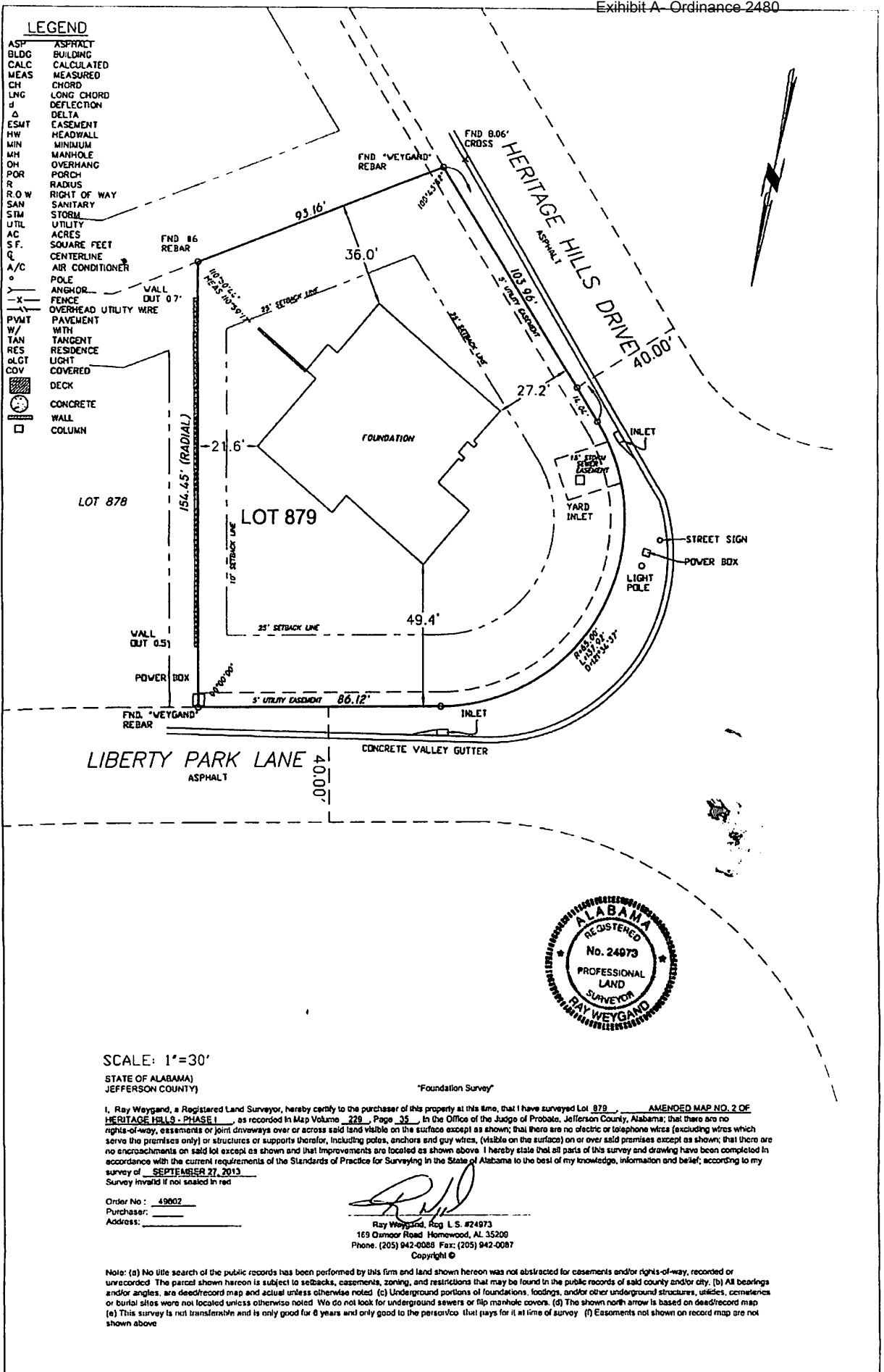
**VI.** I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

LIBERTY PARK JOINT VENTURE, LLP  
BY: [Signature]  
Owner Signature/Date  
SAM B. LOWREY, III, PROJECT MANAGER

LIBERTY PARK JOINT VENTURE, LLP  
BY: [Signature]  
Representing Agent (if any)/date  
SHAWN ARTERBURN, VICE PRESIDENT-DEVELOPMENT

Given under my hand and seal  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.



**LEGEND**

ASP	ASPHALT
BLDG	BUILDING
CALC	CALCULATED
MEAS	MEASURED
CH	CHORD
LNG	LONG CHORD
d	DEFLECTION
Δ	DELTA
ESMT	EASEMENT
HW	HEADWALL
MIN	MINIMUM
MH	MANHOLE
OH	OVERHANG
POR	PORCH
R	RADIUS
R.O.W	RIGHT OF WAY
SAN	SANITARY
STM	STORM
UTIL	UTILITY
AC	ACRES
S.F.	SQUARE FEET
C	CENTERLINE
A/C	AIR CONDITIONER
○	POLE
—X—	ANCHOR
—X—	FENCE
—X—	OVERHEAD UTILITY WIRE
P/MT	PAVEMENT
W/	WITH
TAN	TANGENT
RES	RESIDENCE
oLGT	LIGHT
COV	COVERED
▨	DECK
○	CONCRETE
□	WALL
□	COLUMN

P1213-31//27-00-09-2-000-013.000  
 4751 Liberty Park Lane  
 Conditional Use  
 Liberty Park Joint Venture  
 PR-1



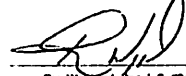
SCALE: 1"=30'

STATE OF ALABAMA  
JEFFERSON COUNTY

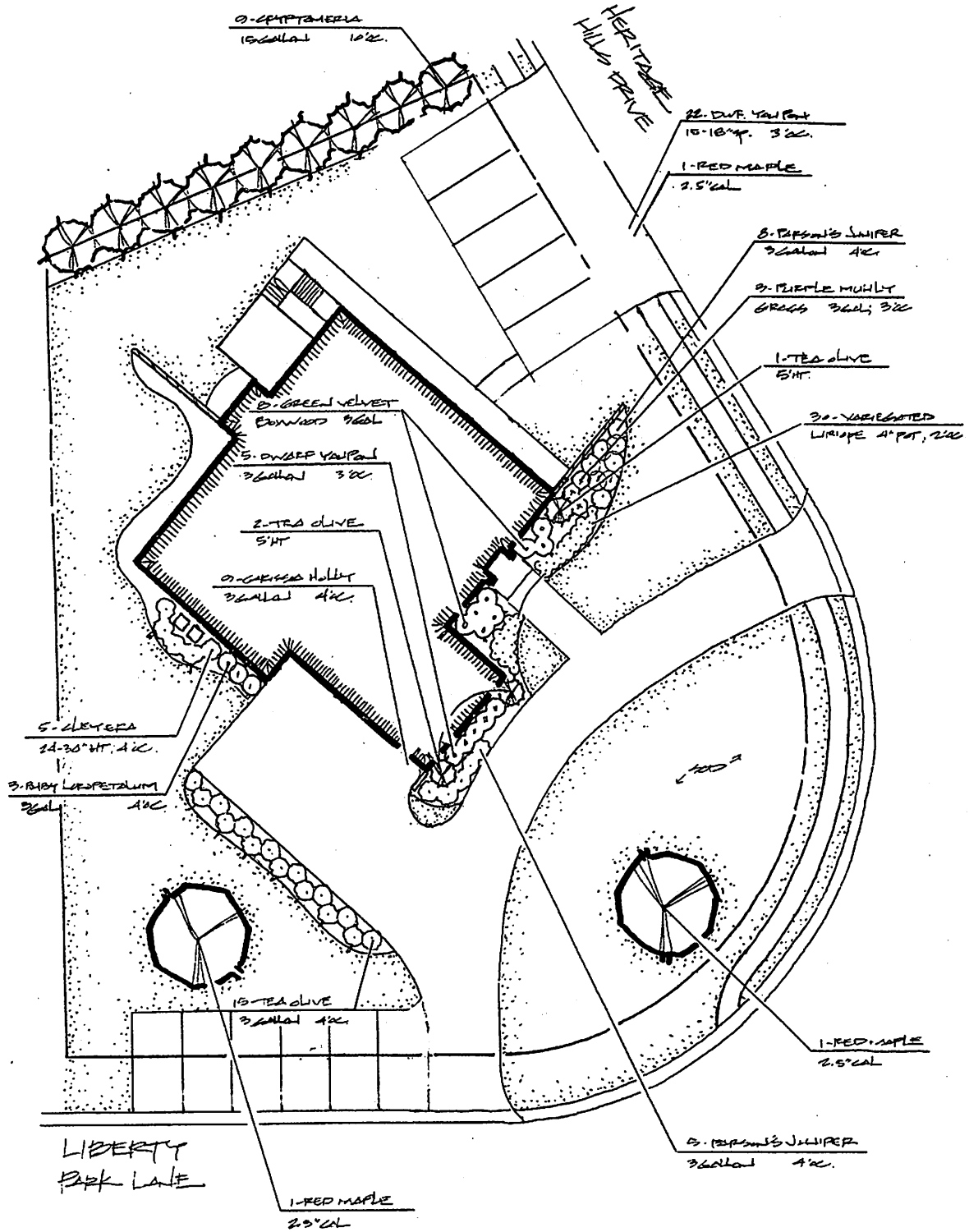
"Foundation Survey"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 878, AMENDED MAP NO. 2 OF HERITAGE HILLS - PHASE I, as recorded in Map Volume 228, Page 35, in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, (visible on the surface) on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of SEPTEMBER 27, 2013.  
Survey invalid if not soaked in red

Order No: 49002  
Purchaser:  
Address:

  
 Ray Weygand, Reg. L.S. #24973  
 169 Ozmor Road Homewood, AL 35208  
 Phone: (205) 942-0088 Fax: (205) 942-0087  
 Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable and is only good for 6 years and only good to the person(s) that pays for it at time of survey. (f) Easements not shown on record map are not shown above.



Prepared for: Lifescape Builders	
<b>LOT 879</b>	
<b>HERITAGE HILLS</b>	
CREATE-A-SCAPE Creating Natural Beauty	SCALE: 1"=20'-0"      DATE: 09/04/2013
(205) 739-0903	DRAWN & DESIGNED BY: DARRIN FRISINGER
Any use of this drawing or design without prior approval with Create-A-Scape, L.L.C. is strictly prohibited. Inappropriate use of these drawings may result in legal action.	



# \* Excerpt from Vestlake Covenants

occupancy issued by the appropriate Governmental Authorities. In addition to all other rights and remedies for breach of these Covenants, in the event the Owner of any Lot shall fail to commence construction of a Dwelling within (1) year from the date of purchase of such Lot from Developer, then Developer shall have the option, but not the obligation, to repurchase such Lot for an amount equal to the purchase price paid to Developer for such Lot, without interest.

(b) If any Owner who is a participant in Developer's approved builder program ("ABP") fails to comply, in Developer's sole discretion, with all terms, conditions and provisions of the ABP, Developer shall have the right, but not the obligation, to repurchase any Lot owned by any such Owner upon which construction of a Dwelling or site preparation has not yet commenced, at an amount equal to the purchase price paid to Developer for such Lot, without interest.

\* 5.12 **Sales and Construction Activities.** Notwithstanding any provisions or restrictions contained in these Covenants to the contrary, Developer, its agents, employees, successors and assigns, shall have the right and option to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the development of Lots, Dwellings, Common Areas and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Developer from time to time; provided, however, that the location of any construction trailers of any assignees of Developer's rights under this Section 5.12 shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include, without limitation, the right to use Dwellings as model residences and as offices for the sale of Lots and/or Dwellings and for any related activities.

5.13 **Enforcement and Remedies.** In the event any of the provisions of this Article V are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guest, invitees, agents, employees or contractors of any Owner or Occupant, then the ARC and the ~~Master Association~~ shall each have the right, but not the obligation, at their option to (a) enjoin any further construction on any Lot or Dwelling and require the removal or correction of any work in place which does not comply with the plans and specifications approved by the ARC for such Improvements and/or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish such violation or breach. All costs and expenses incurred by the ARC or the Master Association in enforcing any of the provisions of this Article V, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of nonconforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred by the ARC or the Master Association in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provision of this Article V, shall be paid by such Owner, shall constitute an individual Assessment to such Owner pursuant to

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

Date: DECEMBER 12, 2013

- **CASE:** P-1213-34
- **REQUESTED ACTION:** Conditional Use Approval for the Intended Purpose of a Residential Information and Administrative Office
- **ADDRESS/LOCATION:** 4751 Liberty Park Lane
- **APPLICANT/OWNER:** Liberty Park Joint Venture, LLP  
100 Vestavia Parkway  
Vestavia Hills, AL 35242  
205-945-6472
- **REPRESENTING AGENT:** Shawn Arterburn, VP, Development
- **GENERAL DISCUSSION:** The lot in question is at the intersection of Liberty Park Lane and Heritage Hills Drive in Phase I of the Heritage Hills Subdivision in Liberty Park. The applicant wishes to operate a sales office out of a model home for approximately 1 year. The office would have 4 full-time administrative assistants working out of a finished daylight basement and other sales and construction agents meeting potential buyers at the model home. The model home currently has a circular driveway for parking. The applicant is proposing to add parking pads for 11 additional parking spaces for employees and guests
- **LIBERTY PARK MASTER PLAN:** This request is consistent with the Master Plan.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** I recommend the Commission consider establishing operating hours and a sunset for the request.

2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request
4. **Building Safety Review:** Remove all office walls that do not lead to an egress before a residential Certificate of Occupancy can be issued.

**MOTION** Mr. Gilchrist made a motion to recommend Conditional Use Approval for the Intended Purpose of a Residential Information and Administrative Office at 4751 Liberty Park Ln with the following conditions:

1. The permit is only valid for 365 days after the completion of the model home without further approval from the Vestavia Hills Planning and Zoning Commission and City Council;
2. Prior to the reversion of this building to residential use, the structure must be inspected by the Vestavia Hills Building Safety Department to ensure proper removal of temporary walls and issuance of a residential Certificate of Occupancy;
3. All additional parking pads are removed and the lawn properly re-landscaped within 30 of closing said office;
4. No construction materials or any other non-office materials may be stored at this site;
5. All authorized conditional uses shall be strictly limited to visitor center operations and residential sales related activities and shall not include any construction related activities;
6. Operating hours 8 AM-5 PM.

Second was made by Mr. Sharp.

Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Sharp – yes	Mr. Brooks – yes
Mr. Gilchrist – yes	Mr. House – yes
Mr. Larson – yes	Motion carried.

**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 Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama, at 5:00 p.m. on January 27, 2014. The meeting was called to order by the Mayor, and the roll was called with the following results:

Present:           Alberto C. Zaragoza, Jr., Mayor  
                      Steve Ammons, Mayor Pro-Tempore  
                      John Henley  
                      George Pierce  
                      Jim Sharp

Absent:           \_\_\_\_\_

\* \* \*

The Mayor 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 Mayor, and considered by the City Council:

**RESOLUTION NO. 4543**

**A RESOLUTION AUTHORIZING A SPECIAL ECONOMIC DEVELOPMENT  
AGREEMENT  
BY THE CITY OF VESTAVIA HILLS, ALABAMA  
AND  
ISSIS AND SONS FURNITURE GALLERY INC.**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Issis and Sons Furniture Gallery Inc. (the "Owner") have prepared that certain Special Economic Development Agreement to be dated the date of delivery (the "Special Economic Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(c) The Municipality is authorized under Amendment No. 772 to become indebted, and to issue obligations as referenced therein, upon the full faith and credit of the Municipality, to a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$750,000 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

(e) The expenditure of public funds for the purposes specified in the Special Economic Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) (1) On January 8, 2014, the Municipality caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE  
OF  
PUBLIC HEARING  
OF  
CITY COUNCIL OF VESTAVIA HILLS, ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 5:00 p.m. on January 27, 2014 at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and Issis and Sons Furniture Gallery Inc., to be dated the date of delivery, pursuant to which City Agreement the City shall issue its \$750,000 maximum principal amount Limited Obligation Economic Development Revenue Warrant (the "City Warrant") to Issis and Sons Furniture Gallery Inc., for purposes referenced in the City Agreement.

The City Warrant shall evidence the agreement of the City to make economic development grants to Issis and Sons Furniture Gallery Inc. (based upon net sales tax proceeds received by the City from Issis and Sons Furniture Gallery Inc. in excess of a stated base amount, for a period of five years), for the purpose of promoting the economic development of the City and in consideration of the improvement and operation of commercial and related facilities in the City.

The City seeks to achieve, by undertaking its obligations pursuant to the City Agreement and the Resolution, to promote the local economic and industrial development of the City, to increase employment in the City, and to increase the tax and revenue base of the City.

The business entities to whom or for whose benefit the City propose to lend its credit or grant public funds or thing of value is Issis and Sons Furniture Gallery Inc.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Warrant is to be issued and secured, and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the City Clerk at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2013 and on the basis of which taxes became due and payable on October 1, 2013) was not less than \$630,314,820.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, (which indebtedness does not include the Warrant issued under Amendment No. 772), is not more than twenty percent of said assessed valuation.

(3) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Amendment No. 772(a)(4) (which indebtedness does include the Warrant), is not more than fifty percent of said assessed valuation.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the Special Economic Development Agreement, and

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the President shall approve, which approval shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

Section 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement and the Warrant for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Special Economic Development Agreement and the Warrant and to attest the same.

(b) The Mayor, the City Manager, and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Special Economic Development Agreement and the Warrant, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Special Economic Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Economic Development Agreement.

Section 4. The Municipality desires, before the issuance of the Warrant referenced in the Special Economic Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale, P.C., Birmingham, Alabama, and Patrick H. Boone, Esq., are hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Special Economic Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This resolution shall take effect immediately.



After said resolution had been discussed and considered in full by the Council, it was moved by Councilmember \_\_\_\_\_ that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember \_\_\_\_\_. The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

Ayes:           Alberto C. Zaragoza, Jr., Mayor  
                  Steve Ammons, Mayor Pro-Tempore  
                  John Henley  
                  George Pierce  
                  Jim Sharp

Nays:           None

The Mayor 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:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

SEAL

Attest: \_\_\_\_\_  
City Clerk

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

**CERTIFICATE OF CITY CLERK**

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on January \_\_, 2014, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Clerk of the City of Vestavia Hills,  
Alabama

SEAL

**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 Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama, at 5:00 p.m. on January 27, 2014. The meeting was called to order by the Mayor, and the roll was called with the following results:

Present:           Alberto C. Zaragoza, Jr., Mayor  
                      Steve Ammons, Mayor Pro-Tempore  
                      John Henley  
                      George Pierce  
                      Jim Sharp

Absent:           \_\_\_\_\_

\* \* \*

The Mayor 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 Mayor, and considered by the City Council:

**RESOLUTION NO. 4544**

**A RESOLUTION AUTHORIZING A SPECIAL ECONOMIC DEVELOPMENT  
AGREEMENT  
BY THE CITY OF VESTAVIA HILLS, ALABAMA  
AND  
ROYAL AUTOMOTIVE, INC.**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Royal Automotive, Inc. (the "Owner") have prepared that certain Special Economic Development Agreement to be dated the date of delivery (the "Special Economic Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(c) The Municipality is authorized under Amendment No. 772 to become indebted, and to issue obligations as referenced therein, upon the full faith and credit of the Municipality, to a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$900,000 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

(e) The expenditure of public funds for the purposes specified in the Special Economic Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) (1) On January 8, 2014, the Municipality caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE  
OF  
PUBLIC HEARING  
OF  
CITY COUNCIL OF VESTAVIA HILLS, ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 5:00 p.m. on January 27, 2014 at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and Royal Automotive, Inc., to be dated the date of delivery, pursuant to which City Agreement the City shall issue its \$900,000 maximum principal amount Limited Obligation Economic Development Revenue Warrant (the "City Warrant") to Royal Automotive, Inc., for purposes referenced in the City Agreement.

The City Warrant shall evidence the agreement of the City to make economic development grants to Royal Automotive, Inc. (based upon net sales tax proceeds received by the City from Royal Automotive, Inc. in excess of a stated base amount, for a period of six years), for the purpose of promoting the economic development of the City and in consideration of the improvement and operation of commercial and related facilities in the City.

The City seeks to achieve, by undertaking its obligations pursuant to the City Agreement and the Resolution, to promote the local economic and industrial development of the City, to increase employment in the City, and to increase the tax and revenue base of the City.

The business entities to whom or for whose benefit the City propose to lend its credit or grant public funds or thing of value is Royal Automotive, Inc.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Warrant is to be issued and secured, and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the City Clerk at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2013 and on the basis of which taxes became due and payable on October 1, 2013) was not less than \$630,314,820.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, (which indebtedness does not include the Warrant issued under Amendment No. 772), is not more than twenty percent of said assessed valuation.

(3) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Amendment No. 772(a)(4) (which indebtedness does include the Warrant), is not more than fifty percent of said assessed valuation.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the Special Economic Development Agreement, and

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the President shall approve, which approval shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

Section 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement and the Warrant for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Special Economic Development Agreement and the Warrant and to attest the same.

(b) The Mayor, the City Manager, and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Special Economic Development Agreement and the Warrant, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Special Economic Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Economic Development Agreement.

Section 4. The Municipality desires, before the issuance of the Warrant referenced in the Special Economic Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale, P.C., Birmingham, Alabama, and Patrick H. Boone, Esq., are hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Special Economic Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This resolution shall take effect immediately.



After said resolution had been discussed and considered in full by the Council, it was moved by Councilmember \_\_\_\_\_ that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember \_\_\_\_\_. The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

Ayes:           Alberto C. Zaragoza, Jr., Mayor  
                  Steve Ammons, Mayor Pro-Tempore  
                  John Henley  
                  George Pierce  
                  Jim Sharp

Nays:           None

The Mayor 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:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

SEAL

Attest: \_\_\_\_\_  
City Clerk

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

**CERTIFICATE OF CITY CLERK**

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on January \_\_, 2014, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Clerk of the City of Vestavia Hills,  
Alabama

SEAL