

**Vestavia Hills
City Council Agenda
June 9, 2014
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Dr. Scott Guffin, Liberty Park Baptist Church
4. Pledge Of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports
9. Approval of Minutes – May 28, 2014 (Regular Meeting)

Old Business

10. Resolution Number 4596 – A Resolution Authorizing The Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Vestavia Hills Investment Partners, LLC (*public hearing*)
11. Resolution Number 4597 – Vacation Of Easement – Columbia Cottage; Lots 9 Thru 13, Block 1 And Lots 26-30, Block 1, Survey Of Glass’s 3rd Addition To New Merkle; Columbia Cottage-Mountain Brook LLC, Owner (*public hearing*)

New Business

12. Resolution Number 4600 - A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Jefferson County For Community Development Block Grant Program Cooperation (*Public Hearing*)

New Business (Requesting Unanimous Consent)

13. Resolution Number 4599 - A Resolution Authorizing The City Manager To Purchase Additional Technology Equipment And Proceed With Construction Of A Pedestrian Circulation Plan For The Vestavia Hills Library In The Forest With The Balance Of A \$300 Grant From The Public School And College Authority (PSCA) (*Public Hearing*)

First Reading (No Action Taken At This Meeting)

14. Ordinance Number 2501 – Conditional Use Approval – 709 Vestavia Lake Drive; Conditional Use Approval For The Purpose Of Raising And/Or Harvesting Domestic Hens With Restrictions; Andy And Larue Lockhart
15. Citizens Comments
16. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MAY 28, 2014

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

MEMBERS PRESENT:

Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

MEMBERS ABSENT:

Mayor Alberto C. Zaragoza, Jr.

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Dan Rary, Police Chief
Jim St. John, Fire Chief
Terry Ray, Asst. Fire Chief, Administration
Marvin Green, Asst. Fire Chief, Operations

Invocation was given by John Henley followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Henley stated that the 3rd Annual Wing Ding Festival will be held Saturday, May 31 beginning at 11:30 near Mugshots at the City Center.
- Mr. Henley announced that the Board of Education will hold a special meeting at 6 PM tonight to identify the next steps in the selection of a new Superintendent of Education.
- Mr. Ammons stated that Park and Recreation Board is currently in a study in order to develop a master plan for the park system as well as the civic center and to determine the best chartered course for that department.
- David Wheeler, 2532 Crossgate Place, introduced himself and declared that he is a candidate for State House District 47. He asked for support in the upcoming primary election.

- Steve Ammons announced that he is a candidate for Jefferson County Tax Collector in the upcoming general election.

CITY MANAGER REPORT

- Mr. Downes stated that he wanted to take the opportunity tonight to brief the Council as well as the general public on a number of projects that he and the City staff have been working on regarding economic development.
 - The Winn Dixie transformation in Cahaba Heights is progressing with Winn Dixie retaining an architect and plans coming to DRB soon for review. The Circuit Court recently validated the incentives agreed upon between the City and Winn Dixie and completion is expected on or around December 19, 2014. This will be a complete renovation of this building, including both the interior and exterior. The proposed parking lot adjacent to the Library in the Forest is progressing. The zoning has been completed and bids were let, but unfortunately, were delayed for 2 weeks pending some specifications for lighting. The bid opening is scheduled for June 11 at 2 PM and should be presented to Council for acceptance at the June 23 meeting. Construction should begin once all the contracts are signed.
 - The Daniel Corporation has been retained by the City to act as Master Developer to complete Patchwork Farms. The City and Daniel Corp. Representatives have met with the representatives from the Board of Education to allow the possible relocation of the Northport facility to their 22 acres and negotiations for that sale are currently underway. Once the final determinations are made on locations, Patchwork Farms should develop relatively fast.
 - Redevelopment on Montgomery Highway in the central part of the City is beginning to take hold with GBT coming forward with planned retail development. Incentives for this project should be presented to the City Council at the first meeting in June as due diligence continues on the property.
 - Construction drawings have been completed for the new proposed City Hall/Municipal Court/Police complex. Bidders have been prequalified and a listing presented to the City just today. Mr. Downes stated that a pre-bid meeting is scheduled for June 10 with June 24 as the projected bid opening date.
- Mr. Downes stated that automobile tag renewals are about to enter into the 3rd month and demand has continued into the high 30's daily. He stated that this has put a high demand on staffing and the City has received a proposal to outsource the personnel for the endeavor and that he hopes to bring a recommendation to the Council soon.

COUNCILOR REPORTS

- None.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for month ending April 2014. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of May 12, 2014 (Regular Meeting) and May 15, 2014 (Work Session) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the meeting of May 12, 2014 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – abstained	Mr. Ammons – yes

motion carried.

MOTION Motion to dispense with the reading of the minutes of the meeting of May 15, 2014 (Work Session) and approve them as presented was by Mr. Henley and second by Mr. Pierce. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – abstained

motion carried.

OLD BUSINESS

ORDINANCE NUMBER 2499

Ordinance Number 2499 – An Ordinance To Approve A Conditional Use For A Place Of Assembly (public hearing)

MOTION Motion to approve Ordinance Number 2499 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes explained that this request is to utilize an existing residence as a place of assembly with conditions. The request was presented to the P&Z Commission and was recommended for approval with stipulations that were written into the Ordinance. Mr. Downes stated that one objection was received today from a resident who wished to make his concerns noted for the record. Copies of this letter from Eddie Dobelstein, 3123 Green Valley Road, have been distributed to the Council for review. He noted the letter was received.

Charlie Beavers, attorney representing the owners, provided more explanation concerning the use of the property. He stated that the property was overgrown and dilapidated and located adjacent to their property. Once purchased, they manicured the property, cleaned up and repaired the existing structure and this request is to allow no more than 20 people at any given time within the structure for worship services. He stated that his clients are willing to provide landscaping and parking to meet DRB requirements and obtain a Certificate of Occupancy by the required September 1 date.

The Council asked questions concerning the use, including the governance to ensure that all needed modifications are completed to make the structure safe for the services, when the conditional use might terminate and what assembly will occur on the property. Mr. Sharp reported that the Commission recommended approval with the stated conditions.

Ms. Leavings stated that the Fire Marshal and Building Official would have to sign off on the CO based upon reports from a structural engineer and inspections to ensure the work has been completed. Also, the conditional use is specified for Ms. Kushner's group only and will terminate should they vacate the property or discontinue services for a year.

Ms. Kushner stated that her group uses the premises for worship and gathering services and can easily abide by the limit of 20 individuals.

Mr. Ammons opened the floor for a public hearing. There being no one to address the Council concerning this request, Mr. Ammons closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

motion carried.

RESOLUTION NUMBER 4591

Resolution Number 4591 – De-Annexation – 140 Montgomery Highway; Deborah R. Tisdale, Owner (*public hearing*)

MOTION Motion to approve Resolution Number 4591 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this request was received through the Building Safety Department following an inspection of the property for safety. The Building Official notified the property owner concerning the condition of the property and the property owner has requested de-annexation.

Deborah Tisdale, owner of the property, was present in regard to the request with her attorney, Tim Fulmer.

Mr. Fulmer stated that the property owner is in the process of determining the best way to clean and renovate her property but wishes to de-annex the property to the County and eventually seek annexation into the City of Homewood since her property is surrounded by Homewood on all sides except across the highway. He stated that she feels she gets no City services from Vestavia Hills and finds no benefit to being in the City.

Questions from the Council to Mr. Fulmer included the understanding that there will be no fire or police protection afforded this property should it be de-annexed from the City except by contract with another agency or being subject to fees should the fire Department have to respond and whether or not the unit is habitable. Chief St. John explained the fees associated with responding to calls located outside the City limits.

Ms. Tisdale stated that she believes the unit is able to be refurbished and should still retain the value and that she understands all that has been discussed and is willing to pay any fees associated with de-annexation and with emergency services to the property.

Mr. Ammons opened the floor for a public hearing.

Donald Harwell, 1357 Willoughby Road, asked about mutual aid policy of the Fire Department and what would happen if the house caught fire with no protection.

Chief St. John explained the Fire Department's policy.

There being no one else to address the Council concerning this request, Mr. Ammons closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – no

Mr. Sharp – yes

Mr. Ammons – yes

motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4593

Resolution Number 4593 – Alcohol License – Ramachary Athan D/B/A Beverage City, 3374 Morgan Drive; To Sell 011- Lounge Retail Liquor – Class III (Package); Ramachary Athan, Executive (*public hearing*)

MOTION Motion to approve Resolution Number 4593 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this is a request for new ownership and management of a package store in the Rocky Ridge area. The Police Department has found no problems in the background check.

Mr. Pierce asked about training and retention of personnel.

Ramachary Athan was present in regard to the request and stated that he has retained most of the personnel and that he does put his employees through the required training.

Mr. Ammons opened the floor for a public hearing. There being no one to address the Council concerning this request, Mr. Ammons closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

motion carried.

RESOLUTION NUMBER 4594

Resolution Number 4594 – Alcohol License – Bamtex Leisure LLC D/B/A Bam Sports Grill, 3142 – 3144 Heights Village; To Sell 020 – Restaurant Retail Liquor; Leah K. Schaatt And Sean P. Berry, Executives (*public hearing*)

MOTION Motion to approve Resolution Number 4594 was by Mr. Sharp and second was by Mr. Henley.

Mr. Downes stated that this is a request for a new restaurant to be located in The Heights Village. The Police Department has reviewed the background of the owners and found no problems.

Mr. Pierce asked about training of personnel.

Leah Schaatt and Sean Berry were present in regard to the request. They explained the hours of operation are to open daily at 11 AM and close at or around 10 PM depending on how late games are televised. They explained their backgrounds and the proposed training of their bartenders, servers, etc.

Mr. Ammons opened the floor for a public hearing. There being no one to address the Council concerning this request, Mr. Ammons closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes
Mr. Sharp – yes

Mr. Henley – yes
Mr. Ammons – yes
motion carried.

RESOLUTION NUMBER 4595

Resolution Number 4595 – Alcohol License – Food Max LLC D/B/A Vestavia Texaco; 1487 Montgomery Highway; To Sell 050 – Retail Beer And 070 – Retail Table Wine; Max McMoezam, Executive (public hearing)

MOTION Motion to approve Resolution Number 4595 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this license was actually approved by the Council last August but the applicant missed some deadlines and ABC Enforcement has requested an additional approval. He stated that the Police Department found no problems with the request.

Max McMoezam was present in regard to the request.

Mr. Ammons opened the floor for a public hearing. There being no one to address the Council concerning this request, Mr. Ammons closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes
Mr. Sharp – yes

Mr. Henley – yes
Mr. Ammons – yes
motion carried.

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

MOTION Motion for unanimous consent for the immediate consideration and action on Resolution Number 4598 was by Mr. Pierce. Second was by Mr. Henley. Roll call vote as follows:

Mr. Pierce – yes
Mr. Sharp – yes

Mr. Henley – yes
Mr. Ammons – yes
motion carried.

RESOLUTION NUMBER 4598

Resolution Number 4598 - A Resolution Authorizing The City Manager To Complete All Actions Necessary For Design, Engineering And Professional Costs For Construction Of A New City Hall And Police/Municipal Court Complex (Public Hearing)

MOTION Motion to approve Resolution Number 4598 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this Resolution authorizes him to pay certain professional services within the project total for the new proposed City Hall. He explained that before he began employment with the City, that original contracts were negotiated and the project has expanded since then. He stated that this cleans up the amended fees and allows payment within the scope of the project total of \$20 million.

Mr. Sharp asked about a name for the proposed facility. Mr. Downes stated that he would check with the branding committee for suggestions.

Mr. Ammons opened the floor for a public hearing.

Patrick Dewees, 3048 Asbury Park Place, asked about the process to determine the concept within the designs.

Mr. Ammons explained the process for development of the drawings.

There being no one else to address the Council concerning this request, Mr. Ammons closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

motion carried.

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

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

- Resolution Number 4596 – A Resolution Authorizing The Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Vestavia Hills Investment Partners, LLC (public hearing)

- Resolution Number 4597 – Vacation Of Easement – Columbia Cottage; Lots 9 Thru 13, Block 1 And Lots 26-30, Block 1, Survey Of Glass’s 3rd Addition To New Merkle; Columbia Cottage-Mountain Brook LLC, Owner (*public hearing*)

CITIZENS COMMENTS

David Harwell, 1803 Catala Road, suggested a name for the new City Hall facility.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Henley. Meeting adjourned at 6:15 PM.

Steve Ammons
Mayor Pro-Tem

Attested by:

Rebecca Leavings
City Clerk

RESOLUTION NO. 4596

A RESOLUTION AUTHORIZING A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND VESTAVIA HILLS INVESTMENT PARTNERS, LLC

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 Vestavia Hills Investment Partners, LLC (the "Developer") 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 in an amount of approximately \$2,200,000 for the economic development of the Municipality 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 May 30, 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 MEETING AND PUBLIC HEARING
ON WEDNESDAY, JUNE 9, 2014
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 Wednesday, June 9, 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 Vestavia Hills Investment Partners, LLC, a Georgia limited liability company and an affiliate of GBT Realty Corporation (the "Developer"), to be dated the date of delivery, pursuant to which City Agreement the City shall make available to the Developer financial economic incentives for purposes referenced in the City Agreement.

The City Agreement shall evidence the agreement of the City to make the following economic development grants to the Developer for the purpose of promoting the economic development of the City and in consideration of the acquisition, construction, installation and operation by the Developer of commercial and related facilities in the City (the "Project"): (1) the City shall make an economic development grant to the Developer, with respect to the acquisition, construction and installation of the Project, in an amount equal to approximately \$1,600,000, and (2) the City shall make economic development grants to the Developer, in each year for a period of approximately 15 years after the Project shall have been opened for business to the public, in an amount equal to the amount of ad valorem taxes paid by the Developer in each such year with respect to a specified portion of the Project, less amounts paid by tenants of such portion of the Project in each such year as ad valorem taxes, which annual amounts shall be payable by the City solely from the proceeds of sales taxes received by the City from the Project and which annual amounts, over the entire 15-year term, are estimated by the City, but are not limited to, an aggregate amount of approximately \$500,000.

The City seeks to achieve, by undertaking its obligations pursuant to the City Agreement and the Resolution, to promote the local economic and commercial 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 are the Developer and the entities that locate in the facilities established by the Developer.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Agreement 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 economic incentives referenced under Section 1(d)), 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 Mayor 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 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 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, 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 delivery of 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 economic incentives set forth in the Special Economic Development Agreement, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate the Special Economic Development Agreement, 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 resolution 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 attached 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 June 9, 2014, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the City Council on such date; and (5) said resolution 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**

Regarding Special Economic Development Agreement by the City
of Vestavia Hills, Alabama and Vestavia Hills Investment Partners,
LLC

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 June 9, 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 resolution was introduced in writing by the Mayor, and considered by the City Council:

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

Dated Date of Delivery

by

CITY OF VESTAVIA HILLS, ALABAMA

and

VESTAVIA HILLS INVESTMENT PARTNERS, LLC

This Special Economic Development Agreement was prepared by Heyward C. Hosch of Maynard, Cooper & Gale, P.C., 1901 Sixth Avenue North, 2400 Regions/Harbert Plaza, Birmingham, Alabama 35203-2618.

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

June _____, 2014

This **SPECIAL ECONOMIC DEVELOPMENT AGREEMENT** is made and entered on the above Date of Delivery by the City **OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation (the "City"), and **VESTAVIA HILLS INVESTMENT PARTNERS, LLC**, a Georgia limited liability company (the "Developer").

Recitals

Developer proposes to develop, on the real property that is located wholly within the corporate limits of City and that is described on **Exhibit A** attached hereto and made a part hereof (the "Project Site"), a retail shopping facility to consist of not less than 30,000 square feet of gross leasable retail space and to develop the Project Site for use as retail shopping and commercial facilities (the "Project"). To this end, Developer has entered into a Real Estate Purchase Contract for Sale dated December 12, 2013 (the "Purchase Contract") with Alabama Power Company (the "Seller"), the current owner of the Project Site, providing for the sale of the Project Site to Developer. By developing the Project, Developer expects and intends to increase the tax and revenue base of the City.

City has agreed to provide Developer, as provided herein, the within-referenced Economic Development Payments.

Pursuant to the applicable laws of the State of Alabama and for the purposes referenced herein, City and Developer have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, City and Developer hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

Act of Insolvency shall mean, with respect to Developer, the appointment of a receiver, liquidator, or trustee of Developer or any of its properties or assets; or a general assignment by Developer for the benefit of the creditors thereof; or the commencement of proceedings by or against Developer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

Annual Payment Date shall mean that date established by the City for payment of the Annual Property Tax Reimbursement Amount in each year, which shall be within 45 days after the receipt by City of the Request for Payment of Annual Property Tax Reimbursement Amount from Developer pursuant to Section 4.02(2).

Annual Property Tax Reimbursement Amount shall mean, for any Annual Payment Date, an amount equal to the difference between (1) the ad valorem taxes actually paid by Developer for the then immediately preceding tax year with respect to that part of the Project which shall have been occupied by the Identified Tenant, and (2) the amounts received by Developer from the Identified Tenant with respect to ad valorem taxes due in such tax year.

City Conditions shall mean and include the following: (a) the Date of Validation shall have occurred; (b) Developer shall have performed and observed all agreements of Developer herein precedent to the performance to the obligations of City herein; (c) all representations and warranties of Developer herein shall be true and correct in all material respects as of the Date of Closing; (d) delivery to legal counsel for City of executed leases by regional or national retailers for not less than 28,000 square feet of the leasable space in the Project; (e) delivery to City of a "comfort letter" from Developer's Construction Lender confirming (1) subject to loan conditions being satisfied, the Construction Lender has committed to make the Construction Loan, (2) the Construction Loan, together with the Project Costs Amount and Developer's Upfront Equity, is sufficient per the approved construction budget to construct the Project (which statement shall be confirmed in writing by Developer), (3) the loan documents evidencing the Construction Loan will contain, without limitation, the following requirements: (i) that the Project will be completed by the Completion Date, and (ii) that the Project must contain, upon completion, at least 28,000 square feet of gross leasable space; (f) the Letter of Credit shall have been issued in form and of content satisfactory to the City and the original thereof delivered to the Escrow Agent; and (g) the provisions and terms for the delivery by the Escrow Agent of the Project Costs Amount to, or upon the order of, the Developer, and the delivery of the Letter of Credit to the City shall be in writing and satisfactory to the City.

City Sales Tax shall mean collectively the privilege license and excise taxes levied by City (commonly called sales and use taxes) which consist of (i) a privilege or license (commonly called sales) tax on persons engaged in the business of selling at retail any tangible personal property within City (subject to exemption of certain property as provided by law) or in the business of conducting places of amusement or entertainment within City, generally measured by the gross sales or receipts of such businesses and (ii) an excise (commonly called a use) tax on the storage, use or

other consumption of tangible personal property (subject to exemptions of certain property as provided by law) within City, generally measured by the sales price of such property.

City Net Sales Tax Proceeds for any year shall (a) mean and include all proceeds and receipts of City Sales Tax less and except proceeds of City Sales Tax dedicated for public school purposes and capital reserves, and (b) not include any proceeds or receipts received by City (i) from the levy by City of privilege license or excise taxes not described in the definition of City Sales Tax or (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than City or (iii) from any increase in City Sales Tax enacted after the Date of Delivery.

Completion Date shall mean that date which is eighteen (18) months after the Date of Closing, provided, however, that any delays in construction caused by Force Majeure shall extend the Completion Date pro tanto up to a period of ninety (90) days.

Construction Lender shall mean the construction lender selected by the Developer to finance the construction of the Project.

Construction Loan shall mean the loan from Construction Lender to finance the acquisition and/or construction of the Project.

Date of Closing shall mean the date determined and established as the Date of Closing pursuant to Section 3.01.

Date of Delivery shall mean June _____, 2014.

Date of Termination shall mean the first to occur of: (1) the termination of this Agreement pursuant to Section 7.12; or (2) the Annual Payment Date for the tax year in which occurs the fifteenth (15th) anniversary of the Date of Closing; or (3) the date on which City shall have paid as Economic Development Payments hereunder an aggregate amount equal to the Total City Commitment; or (4) the termination of this Agreement by City under Section 6.02(2) hereof.

Date of Validation shall mean that date on which a judgment entered by the Circuit Court of Jefferson County, Alabama validating and confirming the Warrant shall have become forever conclusive in accordance with, and as provided in, Section 6-6-755 of the Code of Alabama 1975.

Developer shall mean Vestavia Hills Investment Partners, LLC, and the successors and assigns thereof.

Developer Conditions shall mean and include the following: (a) Seller shall have delivered to the Escrow Agent all closing documents required under the Purchase Contract and shall be prepared to close the sale of the Project Site to Developer; (b) Construction Lender shall have delivered to the Escrow Agent all loan documents required of it in order to close the Construction Loan and shall be prepared to close the Construction Loan; (c) Developer shall have delivered to Escrow Agent all closing documents required under the Purchase Contract, together with Developer's Upfront Equity, and shall be prepared to close the purchase of the Project Site from Seller; (d) Developer shall have delivered to the Escrow Agent all loan documents required of it in order to close the Construction Loan and shall be prepared to close the Construction Loan; (e) the Date of Validation shall have occurred and the City shall have delivered the Project Costs Amount to the Escrow Agent and shall have otherwise performed and observed all agreements of City herein

precedent to the obligations of Developer herein; (f) all representations and warranties of City herein shall be true and correct in all material respects as of the Date of Closing; (g) Developer has satisfied itself of all requirements relating to the ownership and construction of the Project, including, without limitation, environmental matters, licensing and permitting, zoning, access to and from all adjoining public streets, roads and highways and such other matters as are customary for a similar development; (h) no eminent domain proceedings, moratoriums upon zoning or environmental actions are pending or threatened which would adversely affect Developer's intended use of the Project Site; and (i) Developer shall have received a title insurance commitment from a title company acceptable to Developer for an owner's policy of title insurance with respect to the Project Site showing no encumbrance or exception other than as permitted under the Purchase Contract for the purchase of the Project Site by Developer, unless otherwise agreed by Developer in its sole and absolute discretion.

Developer's Upfront Equity shall mean any cash equity required to be injected by the Developer in order to close its acquisition of the Project Site and the Construction Loan.

Economic Development Payments shall mean collectively the Project Costs Amount and the Annual Property Tax Reimbursement Amount.

Enabling Law shall mean Amendment No. 772 of the Constitution of Alabama of 1901, as amended, as at any time amended or supplemented, or any successor provision of law.

Escrow Agent shall mean _____ Title Company whose address is _____, Attn: _____.

Force Majeure shall mean and include acts of God or the public enemy, strikes, lockouts, work slowdowns or stoppages or other labor disputes, insurrections, adverse weather, riots or other civil disturbances, orders of the government of the United States of America or of any state of the United States of America or of any of the departments, agencies, political subdivisions or officials of the United States of America or of any state thereof, or orders of any civil or military authority, or partial or entire failure of public utilities or other condition or event beyond the reasonable control of Developer; provided, however, Force Majeure shall not include a failure or inability to pay money.

Identified Tenant shall mean the first tenant to occupy, as a single entity, not less than 28,000 square feet of the Project.

Letter of Credit shall mean a standby letter of credit in favor of City, issued by an issuer reasonably acceptable to City, in the face amount of the Project Costs Amount, substantially in the form attached as **Exhibit B**, to secure the obligations of the Developer to construct the Project by the Completion Date.

Net Project Sales Tax Proceeds shall mean City Net Sales Tax Proceeds actually received by City with respect to the Project during a tax (calendar) year.

Project shall have the meaning set forth in the Recitals.

Project Costs Amount shall mean an amount equal to \$1,600,000 less the amount by which \$3,000,000 shall exceed the purchase price for the Project Site.

Project Site shall have the meaning set forth in the Recitals.

Total City Commitment shall mean the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000).

Warrant shall have the meaning set forth in Section 4.03.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

SECTION 2.01 City. City hereby represents as follows:

(1) City has corporate power and authority to enter into this Agreement, pursuant to the Enabling Law, and to carry out its obligations hereunder, and by proper corporate action City has duly authorized the execution, delivery and performance of this Agreement.

(2) The Warrant shall be issued, sold and delivered upon condition, and purchased by Developer thereof in the reliance, that this Agreement is enforceable against City in accordance with the terms hereof.

(3) The issuance of the Warrant and the application of the proceeds thereof for the purposes set forth in this Agreement (i) will result in direct financial benefits to City and (ii) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(4) City represents and certifies that the indebtedness of City incurred pursuant to the Enabling Law is less than 50 percent of the assessed value of the taxable property in City as determined for state taxation for the fiscal year immediately preceding the Date of Delivery.

(5) City:

(a) has not engaged or employed any real estate broker or agent with respect to the transactions contemplated by this Agreement;

(b) will use its best efforts to assist Developer with respect to the satisfaction of Developer conditions at no cost to City;

(c) to the extent permitted by law, will not voluntarily disclose the information contained in the comfort letter contained in City Conditions without the prior written consent of Developer.

SECTION 2.02 Developer. Developer hereby represents and warrants as follows:

(1) (a) Developer is duly organized and validly existing as a limited liability company under the laws of the State of Georgia.

(b) Developer is duly registered to do business in the State of Alabama.

(2) Developer has duly authorized the execution, delivery and performance of this Agreement.

(3) The execution, delivery and performance of this Agreement by Developer does not conflict with or result in a violation of any agreement, contract, instrument, order, writ, judgment or decree to which Developer is a party or is subject.

(4) No consent or approval by, or filing with, any governmental authority in the State of Alabama is required for the execution or delivery of this Agreement by Developer or for the full effectiveness or enforceability thereof under the laws of the State of Alabama.

(5) There is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened in writing against or affecting Developer, which involves the consummation of the transactions contemplated by, or the validity of, this Agreement.

(6) Developer has not engaged or employed any real estate broker or agent with respect to the transactions contemplated by this Agreement.

ARTICLE 3

DETERMINATION OF DATE OF CLOSING; DURATION OF AGREEMENT

SECTION 3.01 Determination of Date of Closing. At such time as Developer is satisfied that all Developer Conditions shall have been met to the satisfaction of Developer and City is satisfied that all City Conditions shall have been met to the satisfaction of City, City and Developer shall determine and establish the Date of Closing for purposes of this Agreement.

SECTION 3.02 Duration of Agreement.

(1) The obligations of City and Developer hereunder shall arise on the Date of Delivery and shall continue until the Date of Termination, except with respect to any specific agreement or covenant which by its terms expressly survives termination of this Agreement.

(2) From and after the termination of this Agreement, neither party shall have any rights against the other under this Agreement save and excepting those that shall have already vested.

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF CITY

SECTION 4.01 Nature, Amount and Duration of Obligation of City. City and Developer agree:

(1) **Purpose.** Pursuant to this Agreement, City has agreed to pay to the owner of the Warrant the Economic Development Payments determined by City to be due and payable in accordance with the terms hereof.

(2) Nature of Obligation.

(a) The obligation of City for the payment of the Project Costs Amount pursuant to the Warrant:

(i) is a general obligation for which the full faith, credit and taxing power of City are hereby pledged; and

(ii) shall be in effect from and after the Date of Validation.

(b) The obligation of City for the payment of the Annual Property Tax Reimbursement Amount pursuant to the Warrant:

(i) is a limited obligation payable solely from the Net Project Sales Tax Proceeds;

(ii) shall never constitute a general obligation, or a charge against the general credit or taxing powers, of City within the meaning of any constitutional provision or statutory limitation whatsoever;

(iii) is subject to (a) all prior pledges of City Net Sales Tax Proceeds for the benefit of long term indebtedness of City and (b) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all City Net Sales Tax Proceeds (including without limitation the Annual Property Tax Reimbursement Amount) the legitimate and necessary governmental expenses of operating City; and

(iv) shall be in effect from and after the Date of Closing until the Date of Termination.

(3) Maximum Amount. The maximum amount City shall pay under this Agreement and the Warrant shall be limited to and shall not exceed the Total City Commitment.

(4) Duration and Termination. Anything in this Agreement or in the Warrant to the contrary notwithstanding, City shall have no obligation to pay any amount of Economic Development Payments under this Agreement or the Warrant:

(a) prior to the Date of Closing; or

(b) after the Date of Termination.

SECTION 4.02 Determination and Payment of Economic Development Payments.

(1) Project Costs Amount.

City covenants and agrees:

(a) The City shall deliver the Project Costs Amount to the Escrow Agent, in immediately available funds, upon receipt of a written request therefor, satisfactory to the City, executed by a duly authorized representative of the Developer:

- (1) after the Date of Validation; and
- (2) prior to both the Date of Closing and the Date of Termination.

(b) The City agrees the Project Costs Amount shall, upon release by the Escrow Agent to the Developer on or after the Date of Closing, be applied to the payment of the purchase price of the Project Site.

(2) Annual Property Tax Reimbursement Amount.

(a) In order to receive an Annual Property Tax Reimbursement Amount, Developer shall execute and deliver to City, on or after January 31 in each year in which this Agreement is in effect, a Request for Payment of Annual Property Tax Reimbursement Amount in form and of content as attached as Exhibit C hereto.

(b) City shall, on the Annual Payment Date, determine as provided herein, and pay to Developer, the amount, if any, of the Annual Property Tax Reimbursement Amount due hereunder for the period referenced in such certificate.

(c) City will permit any attorneys, accountants or other agents or representatives designated by Developer to visit and inspect any of the accounting systems, books of account, and financial records and properties of City which pertain to the Net Project Sales Tax Proceeds and the determination of Annual Property Tax Reimbursement Amount, all at reasonable business times and upon reasonable notice.

SECTION 4.03 The Warrant.

(1) The obligation of City to pay the Economic Development Payments hereunder shall be evidenced by a warrant in form and of content as the form of warrant attached to this Agreement as Exhibit D (the "Warrant").

(2) The Warrant shall not bear interest, shall be issued in an aggregate principal amount not exceeding the Total City Commitment, shall be dated the date of delivery, shall be delivered after the Date of Validation and prior to the Date of Closing, and shall mature on the Date of Termination.

(3) The Warrant shall be duly executed, sealed, and attested by City, and shall be registered by City as a conditional claim against the Economic Development Payments.

(4) The Warrant shall be registered and transferred as provided therein.

SECTION 4.04 Agreements of City.

(1) All proceedings of the governing body of City heretofore had and taken, and all resolutions and resolutions adopted pursuant thereto with respect to the levy and collection of City Sales Tax, are hereby ratified and confirmed in all respects from and after the effective date thereof.

(2) City covenants and agrees City shall, as long as this Agreement and the Warrant shall be outstanding, continue to levy and to provide for the assessment and collection of the privilege license and excise taxes which provide City Net Sales Tax Proceeds at rates not less than those in effect on the date of this Agreement.

SECTION 4.05 City to Cooperate with Developer. City agrees to cooperate with Developer in connection with any application it may make or file for all permits, zoning or use variances for the intended development of the Project Site.

**ARTICLE 5
OBLIGATIONS OF DEVELOPER**

(1) Developer hereby agrees to duly and punctually observe and perform all agreements thereof under this Agreement.

(2) (a) The total development costs for the Project will be not less than \$8,000,000 and will be spent by the Completion Date for land acquisition and capital improvement of the Project, including, without limitation, architectural improvements, landscaping and hardscaping improvements, and structural improvements.

(b) Developer agrees to commence the site work on the Project Site within sixty (60) days after the Date of Closing.

(c) Developer covenants and agrees to complete the construction of the Project by the Completion Date.

(3) Developer will pay all fees and expenses of City, including counsel therefor, in an amount not exceeding \$15,000, in connection with the execution and delivery of this Agreement and the issuance of the Warrant and the validation thereof.

(4) The Developer covenants and agrees the Project Costs Amount shall be applied to the payment of the purchase price of the Project Site.

(5) The Developer covenants and agrees to cause the Letter of Credit to be delivered by the Escrow Agent to the City upon delivery by the Escrow Agent to the Developer of the Project Costs Amount.

(6) (a) Developer agrees to defend, protect, indemnify, and hold harmless City, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorney's fees and cost of suit,

arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the negligent misconduct of City, its agents, employees, and members of its governing body: (i) any construction activity performed by Developer, or anyone claiming by through, or under Developer; and (ii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of the Project, including, without limitation, tenants, customers and invitees of the Project and/or Developer.

(b) The agreements and covenants in this Article 5 shall survive the termination of this Agreement with respect to events or occurrences happening prior to or upon the termination of this Agreement and shall remain in full force and effect until commencement of an action with respect to any thereof shall be prohibited by law.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default.

Any one or more of the following shall constitute an event of default by City or Developer hereunder (an "Event of Default") under this Agreement:

(1) default in the performance, or breach, of any covenant or warranty of City in this Agreement, including without limitation default in the payment of the Project Cost Amount, any Annual Property Tax Reimbursement Amount under Section 4.02 hereof, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to City by Developer a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of Developer in this Agreement, and the continuance of such default or breach for a period of thirty (30) days after there has been given, by registered or certified mail, to Developer by City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default;

(3) the occurrence of an Act of Insolvency with respect to Developer; or

(4) any material representation or warranty made by or on behalf of Developer in this Agreement, or otherwise made in any manner to City shall be false, misleading or incorrect at the time made.

SECTION 6.02 Remedies; Draw upon Letter of Credit.

(1) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

(2) Anything in this Agreement to the contrary notwithstanding, City may terminate this Agreement upon the occurrence of an Event of Default under Section 6.01(2), Section 6.01(3), or Section 6.01(4), whereupon City shall have no further obligation hereunder.

(3) The Developer covenants and agrees that the City may submit a draw upon the Letter of Credit in accordance with the terms thereof.

SECTION 6.03 Remedies Subject to Applicable Law. All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7
PROVISIONS OF GENERAL APPLICATION

SECTION 7.01 Enforceability. The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

SECTION 7.02 Prior Agreements Cancelled. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, by the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

SECTION 7.03 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

SECTION 7.04 Binding Effect; Governing Law.

(1) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein.

(2) This Agreement shall be governed exclusively by the laws of the State of Alabama.

SECTION 7.05 Notices.

(1) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

if to City:

City of Vestavia Hills, Alabama
City Hall
513 Montgomery Highway
Vestavia Hills, Alabama 35216

if to Developer:

Vestavia Hills Investment Partners, LLC
c/o GBT Realty Corporation
9010 Overlook Boulevard
Brentwood, Tennessee 37027
Attn: George Tomlin
Attn: J. Evan Gower

(2) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

SECTION 7.06 Delegation and Assignment of this Agreement by Developer.

(1) Developer shall have no authority or power to, and shall not, delegate to any Person the duty or obligation to observe or perform any agreement or obligation of Developer hereunder.

(2) Developer shall not have any authority or power to, and shall not, without the prior written consent of City (which shall not be unreasonably withheld, delayed or conditioned), assign or pledge to any Person any right of Developer hereunder or any interest of Developer herein.

SECTION 7.07 Amendments. This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

SECTION 7.08 Agreement Not To Be a Negotiable Instrument; Registration of Agreement and Assignment or Pledge of this Agreement.

(1) This Agreement (i) shall not operate or be construed as a negotiable instrument under the laws of the State of Alabama (including without limitation the Uniform Commercial Code as at any time in effect in Alabama) and (ii) may not be assigned, pledged, or transferred except in accordance with this Section.

(2) This Agreement shall be registered in the name of Developer, or any permitted assignee, on the books of City maintained for such purpose. Developer, or any permitted assignee in whose name this Agreement shall be registered as provided herein, may, upon prior compliance with Section 7.06, assign or pledge any right hereunder or interest herein only upon (i) surrender of this Agreement to City, (ii) recordation of such assignment or pledge on such books, and (iii) endorsement of such assignment or pledge by City on the Registration of Ownership attached hereto. Developer, or any

such permitted assignee, shall pay all expenses of City in connection with compliance with Section 7.06 and this Section.

(3) Each permitted assignee shall take this Agreement subject to all payments of Annual Property Tax Reimbursement Amount that shall have been made hereunder, and all amendments, modifications and supplements that shall have been made hereto, prior to the date of registration of this Agreement in the name of such permitted assignee.

Section 7.09 No Joint Venture. City and Developer agree this Agreement shall not operate or be construed to create a joint venture between or by City and Developer.

Section 7.10 Consent to Jurisdiction. Developer agrees that it (and any successor entity or corporation by merger or consolidation) will continuously remain qualified to do business in the State of Alabama at all times during which this Agreement is in effect. Both City and Developer, for themselves and their respective successors and assigns, (a) irrevocably agree that any suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in the Circuit Court of Jefferson County, Alabama, and generally and unconditionally accept and irrevocably submit to the exclusive jurisdiction of the aforesaid court and irrevocably agree to be bound by any final judgment rendered thereby from which no appeal has been taken or is available in connection with this Agreement, (b) irrevocably waive any objection either may have now or hereafter to the laying of the venue of any such suit, action or proceeding, including, without limitation, any objection based on the grounds of forum non conveniens, in the aforesaid court, (c) agree not to commence any action, suit or proceeding relating hereto except in the aforesaid court, and (d) irrevocably agree that all process, summons, notices or documents in any such proceedings in any such court may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to them at their respective addresses set forth in Section 7.05 or at such other address of which the other parties shall have been notified in accordance with the provisions of Section 7.05, such service being hereby acknowledged by City and Developer to be effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

Section 7.11 Estoppel Certificates. From time to time, upon written request by either party, the other party shall provide an acknowledgement or certificate with respect to the matters concerning this Agreement or the status of performance of the agreements and obligations of the parties hereunder as may be reasonably requested.

Section 7.12 Rights of Termination. City and Developer agree that, anything in this Agreement to the contrary notwithstanding:

(1) Developer may, in its sole and absolute discretion, terminate this Agreement on December 31, 2014, if the Developer Conditions are not satisfied prior to or on such date;

(2) City may, in its sole and absolute discretion, terminate this Agreement on December 31, 2014, if the City Conditions are not satisfied prior to or on such date.

[REMAINDER OF PAGE INTENTIONALLY DELETED]

IN WITNESS WHEREOF, City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and Developer has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

SEAL

By _____
City Manager

ATTEST: _____
City Clerk

**VESTAVIA HILLS INVESTMENT
PARTNERS, LLC**, a Georgia limited
liability company

By: _____ (L.S.)
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

EXHIBIT B

Form of Letter of Credit

_____, 2014

STANDBY LETTER OF CREDIT

Beneficiary:

Number _____

City of Vestavia Hills, Alabama
City Hall
513 Montgomery Highway
Vestavia Hills, Alabama 35216

_____ (hereinafter referred to as the "Issuer") hereby establishes for your benefit our Standby Letter of Credit No. _____ (this "Letter of Credit") and authorizes you to draw on us for the account of Vestavia Hills Investment Partners, LLC (the "Account Party") the amount of [\$_____] available upon presentation of a sight draft in the form attached hereto as **Exhibit A** which purports to be properly executed by your authorized representative.

Presentation of any such sight draft shall be made at our counters located at the following address:

[Insert Address of Issuer]

Attention: _____;

or at such other address in _____, _____ (the office address specified above or any other such office designated as set forth herein being herein called the "Presentation Address"), as may hereafter be designated by us in a written notice delivered to you via certified mail, return receipt requested, at your address set forth above, or at such other address as you may hereafter designate for receipt of notices hereunder.

This Letter of Credit must be surrendered with any draft.

All drafts, documents, notices, and other communications (hereinafter "Documents") required or permitted to be given or presented under the terms of this Letter of Credit (other than the notice of a change in Presentation Address which may be by certified mail as set forth above) shall be personally delivered to us or shall be sent to us by Federal Express or other national overnight carrier, at the Presentation Address. For purposes of this Letter of Credit, a document shall be "presented" or a "presentation" of a document shall be made in accordance with the terms hereof only when such document is actually received at our counters.

The amount of any drawing presented hereunder shall be payable on the first business day following the date of presentation if received by us prior to 11:00 a.m. on any business day, and shall be payable on the second business day following the date of presentation if received by us after 11:00 a.m. on any business day, or on a day which is not a business day. For purposes hereof, a "business day" shall mean any day other than a Saturday, a Sunday, a day on which national banking institutions in Birmingham, Alabama, are authorized or permitted to close, or a day on which the payment system of the Federal Reserve is not operational. All hours of the day shall refer to Central time.

If not earlier drawn, this Letter of Credit will expire on _____ (the "Expiration Date").

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in strict compliance with the terms of this Letter of Credit that such drafts will be duly honored upon proper presentation to us on or before the Expiration Date hereof.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, other than the form of sight draft attached hereto as Exhibit A.

This undertaking is issued subject to the International Standby Practices 1998 ("ISP98"), and, to the extent not inconsistent therewith, by the Uniform Commercial Code as enacted in the State of Alabama.

[Issuer]

By: _____

Its: _____

EXHIBIT A TO STANDBY LETTER OF CREDIT NO. _____

SIGHT DRAFT

[Insert Date of Presentation]

_____ ("Issuer")

[insert Presentation Address]

RE: Irrevocable Letter of Credit No. _____ dated _____, 2014 (the "Letter of Credit"), issued by Issuer in favor of the City of Vestavia Hills, Alabama

Gentlemen:

The undersigned individual, a duly authorized officer of the City of Vestavia Hills, Alabama ("Beneficiary"), hereby certifies on behalf of Beneficiary that (A) a default has occurred and is continuing under that certain Special Economic Development Agreement dated June ____, 2014 between Vestavia Hills Investment Partners, L.P., a Georgia limited liability company (the "Developer") and Beneficiary (the "Development Agreement") due to the Developer's failure to complete the Project by the Completion Date (as such terms are defined in the Development Agreement), and (B) such default was not cured within the notice and cure period set forth in Section 6.01(2) of the Development Agreement. Accordingly, the City is entitled to present this Sight Draft for payment.

Please remit payment by wire transfer in accordance with the following instructions:

[insert Beneficiary Wiring Instructions]

City of Vestavia Hills, Alabama

By: _____

Name: _____

Title: _____

EXHIBIT C

Request for Payment of Annual Property Tax Reimbursement Amount

From: Vestavia Hills Investment Partners, LLC

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Special Economic Development Agreement dated the Date of Delivery by City of Vestavia Hills, Alabama (the "City") and Vestavia Hills Investment Partners, LLC (the "Developer").**

The undersigned, as Developer under the above Agreement, hereby requests payment to Developer by City of the Annual Property Tax Reimbursement Amount, to be determined by City as provided in the Agreement, for the following tax year:

_____ 1, 20__ to _____ 1, 20__

and in connection therewith does hereby represent, warrant and certify to City as follows:

1. (a) The total amount paid by Developer as ad valorem taxes with respect to the Project for the above tax year was \$_____.

(b) The total amount of such ad valorem taxes paid with respect to the portion of the Project occupied by the Identified Tenant during such tax year was \$_____.

(c) The total amount received by Developer from the Identified Tenant in payment of ad valorem taxes for such tax year was \$_____.

(d) Attached hereto are:

(i) A true and correct copy of the ad valorem tax bill for the Project for the above tax year, setting forth the assessed value of the Project and the total amount of ad valorem taxes due for such tax year;

(ii) A true and correct copy of the payment by the Identified Tenant of the amount of ad valorem taxes paid by the Identified Tenant for such tax year.

2. Developer is in full compliance with the agreements and covenants thereof under the Agreement and no Event of Default, or any event which upon notice, or lapse of time, or both shall become an Event of Default, has occurred and is continuing.

3. The Agreement is in full force and effect.

4. Developer is in full compliance with all applicable resolutions and regulations of City.

Capitalized terms used herein shall have the respective meanings assigned in the above Agreement.

In Witness Whereof, the undersigned Developer has caused this instrument to be executed in its name, under seal, by an officer thereof duly authorized thereunto.

Vestavia Hills Investment Partners, LLC,
as Developer

By _____

Its _____

EXHIBIT D

Form of Warrant

THIS WARRANT, AND ANY INTEREST HEREIN, MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH THE WITHIN-REFERENCED AGREEMENT AND APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS
ECONOMIC DEVELOPMENT WARRANT
(VESTAVIA HILLS INVESTMENT PARTNERS, LLC)**

No. R-1

DATED DATE:

_____, 2014

MATURITY DATE:

Date of Termination

City OF VESTAVIA HILLS, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "City"), for value received, hereby acknowledges itself indebted to

VESTAVIA HILLS INVESTMENT PARTNERS, LLC

or registered assigns (collectively the "Developer") in a principal amount not exceeding

**THREE MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$3,500,000)**

as determined pursuant to the within-referenced Agreement, and hereby orders and directs the Finance Director of City to pay to Developer, solely from the Economic Development Payments deposited in the Warrant Fund hereinafter designated, said principal amount, without interest, as provided in the within-referenced Agreement, until and including the Maturity Date specified above.

Authority for Issuance

This Warrant is issued pursuant to the authority of the Constitution and laws of the State of Alabama, including particularly and without limitation Amendment No. 772 of the Constitution of Alabama of 1901, as amended (collectively the "Enabling Law"), and that certain Special Economic Development Agreement dated the above Dated Date (the "Agreement") by City and Vestavia Hills Investment Partners, LLC.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions Developer, by acceptance of this Warrant, assents and agrees to be bound.

Payment

Payment of this Warrant shall be made to or as directed by Developer; provided the final payment of principal of this Warrant shall be made only upon presentation and surrender of this Warrant to City for cancellation.

Each payment of principal made on this Warrant shall be reflected by the notations made by City on its internal records (which may be kept by computer or by other means determined by City) and City is hereby authorized so to record thereon all such payments. All payments of principal on this Warrant and the aggregate unpaid principal amount of this Warrant reflected on the internal records of City (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid.

All payments of principal of this Warrant by City 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 City upon this Warrant to the extent of the amounts so paid.

The person in whose name this Warrant is registered shall be deemed and regarded as the absolute Developer hereof for all purposes and payment of the principal of this Warrant shall be made only to or upon the order of Developer hereof or his legal representative, and neither City nor any agent of City shall be affected by any notice to the contrary.

Security

This Warrant is payable solely from the Economic Development Payments on the terms and as provided in the Agreement.

City has established a special fund designated "Warrant Fund" (the "Warrant Fund") for the payment of this Warrant and has obligated itself to pay or cause to be paid into the Warrant Fund, solely from the Economic Development Payments, sums sufficient to provide for the payment of this Warrant.

Registration and Transfer

This Warrant is registered as to principal and interest in the name of Developer on the book of registration maintained for that purpose by City.

This Warrant may be transferred only upon written direction of the registered Developer or his legal representative, addressed to City, presentation of this Warrant to City accompanied by a written instrument of transfer, satisfactory to City, duly executed by the registered Developer or his attorney duly authorized in writing, and compliance with Section 7.06 and Section 7.08 of the Agreement. Upon presentation of this Warrant to City for transfer, City shall record such transfer

on the said book of registration and execute 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 the principal of this Warrant. No charge shall be made for the privilege of transfer, but the registered Developer of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

General

No covenant or agreement contained in this Warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of City in the individual capacity thereof 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.

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 this Warrant represents a valid claim 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, the adoption of the resolution approving the Agreement, and the execution and delivery of the Agreement, 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 City, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

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

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a conditional claim against City of Vestavia Hills, in the State of Alabama, and the Warrant Fund referred to herein.

Finance Director of City of Vestavia Hills,
Alabama

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Jefferson County, State of Alabama entered on the _____ day of _____, 2014.

/s/ _____
Clerk of Circuit Court of Jefferson County,
State of Alabama

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____, this Warrant and hereby irrevocably constitute(s) and appoint(s) _____ its attorney to transfer this Warrant on the books of the within named City with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

RESOLUTION NUMBER 4597

**A RESOLUTION APPROVING AND ASSENTING
TO A DECLARATION OF VACATION**

WITNESSETH THESE RECITALS

WHEREAS, a Declaration signed by the owners of all the lands abutting the following described utility easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said utility 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 above-referenced utility easement is commonly referred to as “a utility easement” and is more particularly described as follows:

Commence at the SE corner of Lot 30, Block 1, according to the survey of Glass’s 3rd Addition to New Merkle, as recorded in Map Book 29, Page 35 in the Office of the Judge of Probate, Jefferson County, Alabama; thence run North 1-04’04” W, along the east line of said Lot 30 and the west line of Lot 9, Block 1 of said Survey for 20.51’ to the point of beginning of a 10’ easement lying 5’ on either side of the following described centerline; thence continue on the last described course, along the east line of said Lot 30, Block 1 and the east lines of Lots 29, 28, 27, and 26, N 1-04’04” West for 279.24’ to the NE corner of said Lot 26, Block 1 of said Survey and the end of said easement vacation. This description describes the 10’ easement shown on the rear of lot lines of Lot 9 thru 13 Block 1 and Lots 26-30, Block 1 of said Survey except the south 20.51’ of the rear lot lines of said Lots 9 and Lot 30, Block 1 of said Survey.

WHEREAS, it appears to the City Council of the City of Vestavia Hills, Alabama, that said vacated easement shall be relocated to allow for a utility easement and for convenient and reasonable means of access as well as sewer access to be afforded to

all utilities running through the tract of land or eventually located in said tract of land;
and

WHEREAS, an instrument detailing said tract of land and dedicating the use of said property as a utility easement for the location of utilities and sewer facilities shall be filed in the Office of the Judge of Probate and a copy shall be attached to this Resolution Number 4597 prior to recordation of the vacation of this portion of right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the vacation of the hereinabove described utility 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.

BE IT FURTHER RESOLVED AS FOLLOWS:

This vacation shall not become effective or filed for record in the Office of the Judge of Probate, of Jefferson County, Alabama unless and until the occurrence and completion of all of the following conditions:

1. That the owners of all of the lands abutting the above-described property (that utility easement sought to be vacated) shall have executed and delivered a perpetual, permanent and public easement (the "easement") over, along and under the herein-described property granting to the general public and utility companies the right to install sewer facilities, cable television facilities and utility facilities for power, gas, telephone or other public services; and
2. That said easement shall be approved by the City Engineer of the City of Vestavia Hills, Alabama; and
3. That the easement shall be filed for record in the Office of the Judge of Probate of Jefferson County, Alabama; and

RESOLVED, DONE AND ORDERED, on this the 9th day of June, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION

I, the undersigned qualified 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 9th day of June, 2014, 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 _____, 2014.

Rebecca Leavings
City Clerk

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

May 21, 2014

To: Rebecca Leavings, City Clerk
CC: Brian Davis, Director of Public Services
From: Christopher Brady, City Engineer
RE: vacation of easement, Columbia Cottage

I have reviewed the existing easement area, as shown on the attached map, and agree that it is no longer needed. I hereby provide my consent on vacation of this easement

Please let me know if you have questions.

Sincerely,
-Christopher



**STATE OF ALABAMA
JEFFERSON COUNTY**

DECLARATION OF VACATION OF ALLEY EASEMENT

We, the undersigned, constituting the owners of the property described in paragraph 6 hereof that abuts the 10 foot easement described on Exhibit "A" (hereinafter the "Easement") as the same appears in the survey of Glass's Third Addition to New Merkle, as recorded in Map Book 29, Page 35 in the Office of the Judge of Probate, Jefferson County, Alabama, due hereby declare that the alley Easement embraced within the boundaries of the above recorded survey is to be vacated, and said Easement described on Exhibit "A" is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of Alley Easement is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-24, Code of Alabama, 1975.
2. It is in the best public interest that the 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 as the undersigned warrants that it will be providing an alternate Easement through its property that will be developed by City engineers and its surveyor.
4. No property owner will be deprived of ingress or egress as a result of this Vacation of Easement.
5. Said Easement is situated in the City of Vestavia Hills, Jefferson County, Alabama. A copy of the map reflecting the location of said Easement is attached hereto and incorporated into this Declaration of Vacation as a part hereof.
6. The street address of the properties abutting the Easement and the name and addresses of the owner of said abutting properties are as follows:

Street Address: 3776 Crosshaven Drive, Birmingham, AL 35223.

Legal Description: Lots 9, 10, 11, 12, 13, 26, 27, 28, 29 and 30, in Block 1, according to the Survey of Glass's Third Addition to the New Merkle, as recorded in Map Book 29, Page 35, in the Probate Office of Jefferson County, Alabama.

Owner's Name: Columbia Cottage – Mountain Brook, LLC

6. All of the undersigned do hereby declare that said Easement is to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of the Easement on Exhibit "A" hereto and its approval of the same.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals on this the 6th day of December, 2013.

SIGNATURES OF ABUTTING PROPERTY OWNERS:

COLUMBIA COTTAGE – MOUNTAIN BROOK, LLC

By: Wade C White
Wade C. White
Its: Managing Member

STATE OF ALABAMA

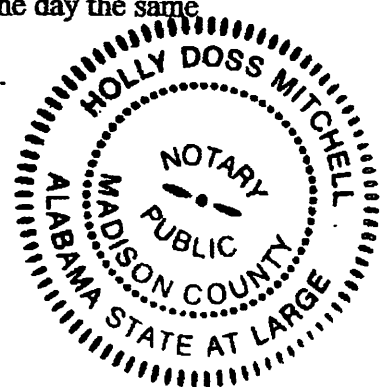
GENERAL ACKNOWLEDGMENT

MADISON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Wade C. White, whose name is signed to the foregoing Declaration of Vacation of Alley Easement, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of December, 2013.

Holly Doss Mitchell
Notary Public
My Commission Expires: 4/17/2016





ALABAMA GAS CORPORATION
605 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203-2707

December 20, 2013

Rebecca Leavings, City Clerk
City of Vestavia Hills
513 Montgomery Hwy.
Vestavia Hills, Al 35216

RE: Vacation Request of Columbia Cottage Alley Easement

Dear Mrs. Leavings:

We have reviewed the above address and do not foresee any conflicts with the alley vacation. Alagasco does not have any gas mains in **Columbia Cottage Alley Easement** .

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,

Ivan Nigaglioni
Birmingham Division Engineering



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

December 20, 2013

Ms. Rebecca Leavings, City Clerk
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

Dear Ms. Leavings,

AT&T has received and reviewed the proposal to vacate a 10 foot alley easement as shown on the Colombia Cottages Survey, being a resurvey of Lots 9 through 13 & Lots 26 through 30 Block 1 according to the map of Glasse's Third Addition to New Merkle recorded in Map Book 29, Page 35, in the office of the Judge of Probate Jefferson County, Alabama. Reviews of our records and the physical location show AT&T has no facilities buried within the easement to be vacated and therefore has no objection to the vacation.

Sincerely yours,

A handwritten signature in blue ink that reads "Elizabeth M. Smith".

Elizabeth M. Smith
MGR OPS Planning & Design
Right-of-Way – Alabama
205-970-5468 (office)
205-968-5505 (fax)

January 15, 2014



Rebecca Leavings, City Clerk
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

RE: Columbia Cottage – Mountain Brook, LLC; Vacation of Alleyway at 3776 Crosshaven Dr.

Ms. Leavings,

Reference is made to a notice received (see enclosed exhibits A & B) from the Columbia Cottage – Mountain Brook, LLC, dated December 9, 2013, regarding the subject alleyway.

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.

We hope this letter is sufficient to inform the City of Vestavia Hills of our desire to maintain our existing rights within the property affected by the application.

Should you need additional information or have questions, I can be reached at 205.226.1959 at your earliest convenience.

Regards,

Yolanda Barbour
Team Leader, Corporate Real Estate – Land Acquisition Services
Birmingham & Eastern Divisions

Rebecca Leavings

From: Mixon, Richard <mixonr@jccal.org>
Sent: Wednesday, December 18, 2013 11:25 AM
To: Rebecca Leavings
Cc: Kemp, Emily; Askew, Woodrow
Subject: proposed vacation of public alley easement located adjacent to Columbia Cottage property in the city of Vestavia Hills (site address: 3776 Crosshaven Drive) (NE1/4 15-18-2W)

Ms. Rebecca Leavings, City Clerk

City of Vestavia Hills

Ms. Leavings,

Wade White with Columbia Cottage-Mountain Brook, LLC has requested that we inform you of any concerns the County Environmental Services Department may have regarding the above referenced request for vacation of a public alley easement located adjacent to Columbia Cottage property. County ESD records indicate that no sanitary sewers exist within said public alley easement. Based on the aforementioned, we have no objection to the vacation of said public alley easement, insofar as sanitary sewers are concerned. This e-mail cannot be construed that the County Environmental Services Department warrants the accuracy of information provided to us by others.

Sincerely,

Richard Mixon, Plans Examiner

Jefferson County Environmental Services Department



THE BIRMINGHAM
WATER WORKS BOARD

May 14, 2014

#618

City of Vestavia Hills
ATTENTION: Rebecca Leavings
513 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Ms. Leavings:

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 the alley easement to be vacated within Lots 9-13 Block 1 according to the Map of Columbia Cottages, situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, 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
Assistant Manager - System Development

AB/ja

D.P. 411-2

I:\emp JA\2014\Water Avail Letters\Betts\City of Vestavia Ltr of Vacate Crosshaven Drive 5 14 14.doc

RESOLUTION NUMBER 4600

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH JEFFERSON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COOPERATION

WHEREAS, the City of Vestavia Hills, Alabama desires to enter into a Community Development Block Grant Program Cooperation Agreement with Jefferson County, Alabama, a copy of which is marked as “Exhibit A,” attached to and incorporated into this Resolution Number 4600 as though written fully therein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AT A REGULAR MEETING, DULY ASSEMBLED, A QUORUM BEING PRESENT, AS FOLLOWS:

1. That the City Manager is hereby authorized and directed to execute a Community Development Block Grant Cooperative Agreement with Jefferson County, Alabama; and
2. That this Resolution Number 4600 shall become effective immediately upon its adoption and approval.

ADOPTED and APPROVED this the 9th day of June, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COOPERATION AGREEMENT RESOLUTION

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between the City of Vestavia Hills, (herein called "the City") and Jefferson County, Alabama, which will be represented by its Office of Community & Economic Development, (herein called "the County").

WITNESSETH THAT:

WHEREAS, the Housing and Community Development Act of 1974, as amended makes provisions whereby urban counties may enter into Cooperation Agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants, the Home Investment Partnership Program (HOME), the Emergency Solutions Grants (ESG) Programs, other HUD programs which might be funded during this three year period; and

WHEREAS, the cooperation of the City, and Jefferson County is essential for the successful planning and carrying out of local housing assistance and community development programs; and

WHEREAS, it is the desire of the parties hereto that the County undertake activities necessary to plan and carry out, or assist in carrying out, housing assistance and community development programs in accordance with the County's Consolidated Plan; on behalf of and in coordination with the City.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

(1) The City hereby authorizes the County to make application for and receive Community Development Block Grants, ESG and HOME funds from the U. S. Department of Housing and Urban Development (HUD) on behalf of the City, and further authorizes the County to include the City's population as the basis for calculating and securing Community Development Block Grants, ESG and HOME funds directly to the County.

(2) The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

(3) The County shall, at no cost to the City, provide the staff resources and other services necessary for planning and administering housing assistance and community development programs on behalf of the City out of Community Development Block Grants and HOME funds.

(4) The City will cooperate with the County to the fullest extent practical in planning and carrying out housing assistance and community development programs, and the County will ensure that the City's citizens and its local Chief Executive have direct and frequent access to, and influence on, the process by which decisions are made concerning housing assistance and community development programs which either directly or indirectly affect the City.

The County will continue to have final responsibility for selection of projects, annually filing the Action Plan and submitting the Consolidated Plan to HUD.

(5) In using the Community Development Block Grant and HOME funds that, if any, the County receives, the County may either carry out housing assistance and community development programs for the City or contract with the City to carry out its own programs, or both.

(6) The County is authorized to withhold a reasonable and customary portion of Community Development Block Grant and HOME funds for the purpose of planning and administration of housing assistance and community development programs activities undertaken pursuant to this Cooperation Agreement.

(7) In order to ensure maximum feasible compatibility between housing assistance and community development programs and other Federal and State assisted efforts the City may wish to undertake, the City agrees to submit a copy of its application for assistance to the County as a part of the City's normal project review and notification process.

(8) As herein used, the term "property" means any real or personal property acquired or improved in whole or in part using Community Development Block Grant and HOME funds. The title to any property shall be vested in the County except as provided for in such other agreements as the City and County may make concerning specific projects or items.

The County or the City, as the case may be, shall hold title to any property for use in furtherance of the plan or program for which the Federal grant is made.

The City shall notify the County of any modification or change in the use of property titled in the City from the use planned at the time of acquisition or improvement. The City shall notify the County of the disposition of property.

In the event property is sold or transferred by the City for a use that does not qualify under the Community Development Block Grant and HOME regulations, the City shall reimburse the County in an amount equal to the fair market value of the property less any portion thereof attributable to expenditures of non-Community Development Block Grant funds and HOME funds.

Any income generated upon the disposition or transfer of property described hereinabove, prior to or subsequent to the close out, change of status, or termination of the Cooperation Agreement between the County and the City shall follow the rules generated in Paragraph 9 hereinbelow.

(9) The City will inform the County of any income generated by the expenditure of CDBG funds and Home funds received by the City.

The program income generated by the Community Development Block Grant activity and/or Home activity must be paid to the County unless otherwise agreed by the

City and the County. Any income authorized to be retained by the City may be used by the City only for eligible activities in accordance with all Community Development Block Grant requirements and HOME requirements as may then apply.

The City shall be required to maintain appropriate record keeping and accounting systems as required by the County for the use of program income generated by CDBG activities and HOME activities and shall report to the County, as required, the use of program income. The County shall be responsible for monitoring and reporting to the Department of Housing and Urban Development on the use of such program income.

In the event of close out or change of status of the City, the City shall pay to the County any program income on hand or received subsequent to the close out or change in status.

(10) The City understands that by executing the CDBG cooperation agreement that it:

- a. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the County's CDBG program; and
- b. May receive a formula allocation under the HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments. This does not preclude the County or City from applying for State HOME funds, if the State allows.
- c. May receive a formula allocation under the ESG Program only through the County. This does not preclude the County or City from applying to the State for ESG funds, if the state allows.

(11) This Agreement shall be effective and binding upon the parties thereto for three program years funded from annual Community Development Block Grants, ESG and HOME funds from Federal Fiscal Years 2015, 2016, and 2017 appropriations and from any program income generated from the expenditure of such funds; and for such additional time as may be required for the expenditure of funds granted to the County for such period.

This Agreement shall be automatically renewed in successive three-year qualification periods, unless changes to the Agreement are required by HUD that would require the execution of a new Agreement. Either the County or the City may exercise the option to terminate the Agreement at the end of said three-year period. If either the County or the City fails to exercise that option, in writing, prior to the end of said three-year period, it will not have another opportunity to exercise that option until the end of the subsequent three-year period.

If the City wishes to be excluded from the County, it must notify the County and HUD in writing, of its election to be excluded by the date specified in HUD's urban county qualification notice for the next qualification period. The County will advise the City in writing of this date.

The City and the County agree to adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for Cooperation Agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

(12) This agreement will remain in effect until the CDBG, ESG and HOME funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods in accordance with paragraph 11) are expended and the funded activities completed. The County and City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

(13) The parties do hereby mutually commit to conform to all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended. Both parties agree to take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, as amended, the Fair Housing Act, and affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 the Americans with Disabilities Act and other applicable laws. These shall include but are not limited to laws and regulations concerning citizen participation, equal opportunity employment, audits, penalties, nondiscrimination, and labor standards. Furthermore, the County shall provide no funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

(14) The City as "the cooperating unit of general local government is hereby adopting and enforcing:

- A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

(15) The parties do hereby mutually specify that pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Where the City carries out an eligible activity funded by the County, the County is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the City containing the minimum requirements found at 24 CFR 570.503. The subrecipient agreement must remain in effect during any period that

the City has control over CDBG funds, including program income.

(16) The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use funds for activities eligible under Title I of the Act. This requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub.L. 113-76.

(17) STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

(18) The attached Administrative Order of the Jefferson County Commission 08-4 is hereby incorporated as part of this Agreement.

(19) Certification of Authority: The attached certification by the County attorney's office is hereby incorporated as part of this Agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first written above.

City of Vestavia Hills

Attest:

By: _____
Mayor

Jefferson County, Alabama

Attest:

By: _____
W.D. Carrington, President
Jefferson County Commission

ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION

08-4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County. (Form attached.)

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: _____

Address: _____

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

Date

Signature

Title

**THIS CERTIFICATION IS TO BE PRINTED ON THE COUNTY ATTORNEY'S
LETTERHEAD**

**CERTIFICATION OF AUTHORITY
FOR THE
CITY OF VESTAVIA HILLS**

It is the legal opinion of the Jefferson County Attorney that the terms and provisions of the attached Community Development Block Grant Program's Cooperation Agreement Resolution are fully authorized under State and local law, and that the agreement provides full legal authority for the County.

Date

Shawna H. Smith
County Attorney

JEFFERSON COUNTY COMMISSION



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

SANDRA LITTLE BROWN—COMMISSIONER
DISTRICT 2

DR. FREDERICK L. HAMILTON, CEcD/EDFP,
Director - Community and Economic Development

Suite A-430
716 Richard Arrington, Jr. Blvd. N.
Birmingham, Alabama 35203-0115
Telephone (205) 325-5761
FAX (205) 325-5095

May 16, 2014

The Honorable Alberto C. Zaragoza, Jr.
Mayor, City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

Dear Mayor Zaragoza:

Subject: Cooperation Agreement

The Jefferson County Office of Community and Economic Development is currently in the process of renewing Cooperation Agreements with consortium cities. The Agreement will provide the consortium cities continuous access to funds for neighborhood improvements, housing programs, economic development, and technical assistance without having to compete yearly with cities, towns, and counties across the state.

The Agreement is basically the same as that signed by participants in 2005 and was automatically renewed in successive three-year qualification periods.

Your City/Town should be aware of the following:

1. By choosing to remain in the Urban County (Jefferson County), it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;
2. By choosing to remain with the urban county, it is also a participant in the HOME program if the urban county received HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or your City/Town from applying to the State for HOME funds, if the State allows; and
3. If your City/Town chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or your City/Town from applying to the State for ESG funds, if the State allows; and
4. If your City/Town chooses to be excluded from the urban county, it must notify both the county and the HUD field Office of its election to be excluded by June 20, 2014. All exclusion letters should be sent to both:

Page Two
May 16, 2014

Frederick L. Hamilton, Director
Jefferson County Community & Economic Development
716 Richard Arrington Jr. Blvd N
Suite A-430
Birmingham, AL 35203

And

Mr. Charles Franklin, CPD Director
U.S. Department of HUD
Medical Forum Building, Suite 900
950 22nd Street North
Birmingham, AL 35203-5301

Such election to be excluded will be effective for the entire three-year period (2015, 2016, 2017) for which the urban county qualifies, unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three year qualification period.

Enclosed are three (3) copies of the Cooperation Agreement for your approval and signature. This agreement contains a provision to allow the Cooperation Agreement to be automatically renewed at the end of the usual three-year qualification period. However, you will have the option to terminate the Agreement prior to the end of each qualification period.

This office needs three copies of the completed Agreement, with the Mayor's original signature, returned to this office no later than June 20, 2014 at 4:00 pm. Also, to comply with a federal requirement, please include a copy of the Council's Resolution authorizing the Mayor's signature to these Agreements along with the City/Town Clerk's Certification (sample attached).

We have enjoyed our affiliation with your City/Town and look forward to continuing these cooperative efforts so that we may better serve the County's population. If you have any questions relating to this matter, please call me at 325-5761.

Sincerely,



Frederick L. Hamilton
Director

Enclosures

RESOLUTION NUMBER 4599

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN TECHNOLOGY EQUIPMENT FOR THE VESTAVIA HILLS LIBRARY IN THE FOREST FROM A PORTION OF A GRANT OF \$300,000 FROM THE PUBLIC SCHOOL AND COLLEGE AUTHORITY (PSCA)

WHEREAS, in January 2009, the Vestavia Hills Library in the Forest was awarded a \$300,000 grant from the Public School and College Authority (“PSCA”) and notified in October of 2012; and

WHEREAS, on September 9, 2013, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 4492 to allow the City Manager to purchase projects for an amount not to exceed \$121,000 funding by said grant; and

WHEREAS, Taneisha Tucker, Library Director, has outlined additional projects utilizing the remainder of said grant, a copy of which is attached to and incorporated into this Resolution Number 4599 as though written fully therein; and

WHEREAS, the Mayor and City Council have reviewed the described additional projects and feel it is in the best interest to authorize the City Manager to purchase said projects as described in the attached exhibit.

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

1. The City Manager is hereby authorized to purchase projects as described in the attached exhibit for an amount not to exceed \$189,000 (a total of \$300,000 including the original \$121,000 approved in Resolution Number 4492 in case some funding from that Resolution was not yet utilized); and

2. Invoices for said purchases shall be submitted directly to the Alabama Building Commission (“ABC”) for payment pursuant to the terms and conditions of the grant; and
3. This Resolution Number 4599 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 9th day of June, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

June 03, 2014

TO: Mayor Alberto C. Zaragoza, Jr., Council President
Steve Ammons, Mayor Pro-Tem
Councilman Jim Sharp
Councilman George B. Pierce
Councilman John Henley
Mr. Jeff Downes, City Manager

FROM: Taneisha Tucker
Library Director

RE: Additional Funds for the PSCA Grant
Request for Approval

The Vestavia Hills Library in the Forest was awarded a \$300,000 grant from the Public School and College Authority (PSCA) for technology equipment and capital purchases. On September 09, 2013, per Resolution #4492, the City Council approved spending \$121,000 on projects already approved by the PSCA.

Per the grant's specifications, the Alabama Building Commission requires that original invoices be submitted directly to them for payment. The City of Vestavia Hills would not be responsible for purchasing items and waiting for reimbursement from the ABC. Based on their policies, ABC will pay the vendors directly within ten business days of receiving original invoices.

After submitting the first set of invoices to ABC, they informed us that the grant does not provide allowance for specific types of software and maintenance agreements. Those expenses must be paid by the City. Based on these findings The Library Board of Trustees has agreed to fund technology maintenance via the Library's Donation Account. Should the remaining grant funds be used solely for technology, the amount needed for maintenance would be approximately \$11,100.

To date, we have successfully spent approximately \$94,000 of the \$121,000 that was originally approved by the City Council in September 2013. The \$94,000 fulfilled the technology portion that was originally approved by the Council. We plan to spend the capital improvements portion, \$27,000, in this final phase.

To begin spending the remaining funds, we contacted grant officials to request approvals and were instructed to spend the balance by the end of July 2014. A representative explained that the grant money came as a tax exempt bond issue that may be absorbed back into a budget by a newly elected Bond Council. She explained that the Bond Council will be elected and meet on Friday, June 07, 2014.

I explained that the Library is in the process of completing land surveys and having plans drawn to spend the remaining dollars on an ADA compliant ramp, cement saw cut and additional technology. She agreed that PSCA will pay for the computers, drawings, surveys and construction and understood that all of this could not be completed by the end of July. She recommended that I request an extension from the Bond Council. I will make a formal request immediately.

Depending on whether or not the extension is granted, I request some leeway from the Council in spending the remaining dollars. If we receive the extension, we will move forward with construction; if not, the library's computers are all out of warranty and can be replaced with grant dollars. We have researched prices for the technology items the library will need. The spreadsheet is attached. I have located Apple and Dell Computers on the State Bid List and will work to get the best price for the additional purchases.

Please contact me at 205.515.7690 or tyoung@bham.lib.al.us if you have additional questions regarding this request.

Thank you.

Vestavia Hills Library in the Forest
 Technology and Capital Improvements Submissions
 1221 Montgomery Highway
 Vestavia Hills, AL 35216

Capital Improvements Estimates (Approved by Library Board and PSCA)

- Stilt Group / Derek Carson \$14,995
 Plaques highlighting the library’s LEED points

- Construction Costs TBD
 Construction costs are not to exceed the funds remaining in the PSCA Grant . Once approved, construction documents will be completed and construction may begin. Thus far, the following have been approved by the Library Board of Trustees and PSCA:
 - Renta Landscape Architecture \$12,500
 Construction Documents, Construction Admin. / Observation

 - Renta Landscape Architecture \$2,000
 Structural Engineering work if deemed necessary

 - Bailey Land Group \$4,000
 Land survey

 - Construction of ADA Ramp / Handicap Accessible sidewalk, cement saw cut

Technology Improvements Estimates (To be fulfilled in the event that PSCA does not extend the deadline for spending the remaining funds on construction)

These estimates are included on a separate spreadsheet and total \$159,220. These items had also been approved by PSCA with the exception of specific software and maintenance agreements totaling approximately \$11,100, which would be paid via the library’s Donations Account.

Tech Grant Hardware

	Quantity	Price	Total	
Public iMacs	29	2,400.00	69,600.00	
Staff iMacs	6	3,300.00	19,800.00	
3 additional Teen iMacs- Daniel requested	3	2,400.00	7,200.00	
Dell Computers	34	1,400.00	47,600.00	
Kids Computers	2	1,900.00	3,800.00	
Apple TVs	2	150.00	300.00	
Telephone Headsets - Office Runner Wireless	5	440.00	2,200.00	
1TB External USB 3.0 Hard Drive	For Staff iMac backup	5	150.00	750.00
Computer Desktop Speakers	10	25.00	250.00	
Power Point laser Presenter	2	100.00	200.00	
Ipads with keyboard	Courtney - Treva?	2	550.00	1,100.00
Lightning to VGA adaptor	2	55.00	110.00	
Lightning to HDMI Adaptor	2	55.00	110.00	
Macbook Pro	Staff	2	3,100.00	6,200.00

159,220.00

Total Hardware

Warranty Information

MacBook Pro 3 year Warranty	2	349.00	698.00
iMac 3 year Applecare Warranty	38	169.00	6,422.00
Dell 5 year ProSupport Warranty	34	105.00	3,570.00
Kids Computers 3 year Warranty	2	199.00	398.00

11,088.00

Total Warranty

ORDINANCE NUMBER 2501

AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL FOR THE INTENDED PURPOSE OF RAISING AND HARVESTING CHICKENS

WHEREAS, on December 13, 2010 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 2331 entitled the Vestavia Hills Zoning Code and establishing a conditional use approval for certain uses not permissible by right in zoning classifications; and

WHEREAS, on March 24, 2014, Andy and LaRue Lockhart submitted an application for conditional use approval to raise a maximum of six (6) chickens on their property located at 709 Vestavia Lake Drive, Vestavia Hills, Alabama; and

WHEREAS, the property located at 709 Vestavia Lake Drive is presently zoned Vestavia Hills R-2 (medium density residential district); and

WHEREAS, Table 5 of the Vestavia Hills Zoning Code sets forth the permissible uses within an R-2 classification; and

WHEREAS, the Vestavia Hills Planning and Zoning Commission at its regular meeting of May 8, 2014 voted to recommend approval of the request as requested, with certain stipulations by a vote of six (6) in favor and two (2) against; and

WHEREAS, a copy of said application dated March 24, 2014 is attached and hereby incorporated into this Ordinance Number 2501.

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

1. Conditional Use Approval is hereby approved for Andy and LaRue Lockhart, for use of the property located at 709 Vestavia Lake Drive to raise and harvest chickens with the following conditions:
 - (1) Maximum of six (6) hens may be allowed at any time;
 - (2) Coop must be permanently placed and shall not be moved to other portions of the property;
 - (3) No roosters shall occupy the premises at any time;
 - (4) Hens and/or eggs shall not be used for a commercial purpose;

- (5) This conditional use approval is location and owner specific and if the Lockharts shall ever vacate the premises said conditional use shall be considered null and void;
- (6) If the Lockharts vacate the conditional use by not raising any chickens for a period of more than one (1) year, said conditional use is considered null and void.

ADOPTED and APPROVED this the 28th day of May, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

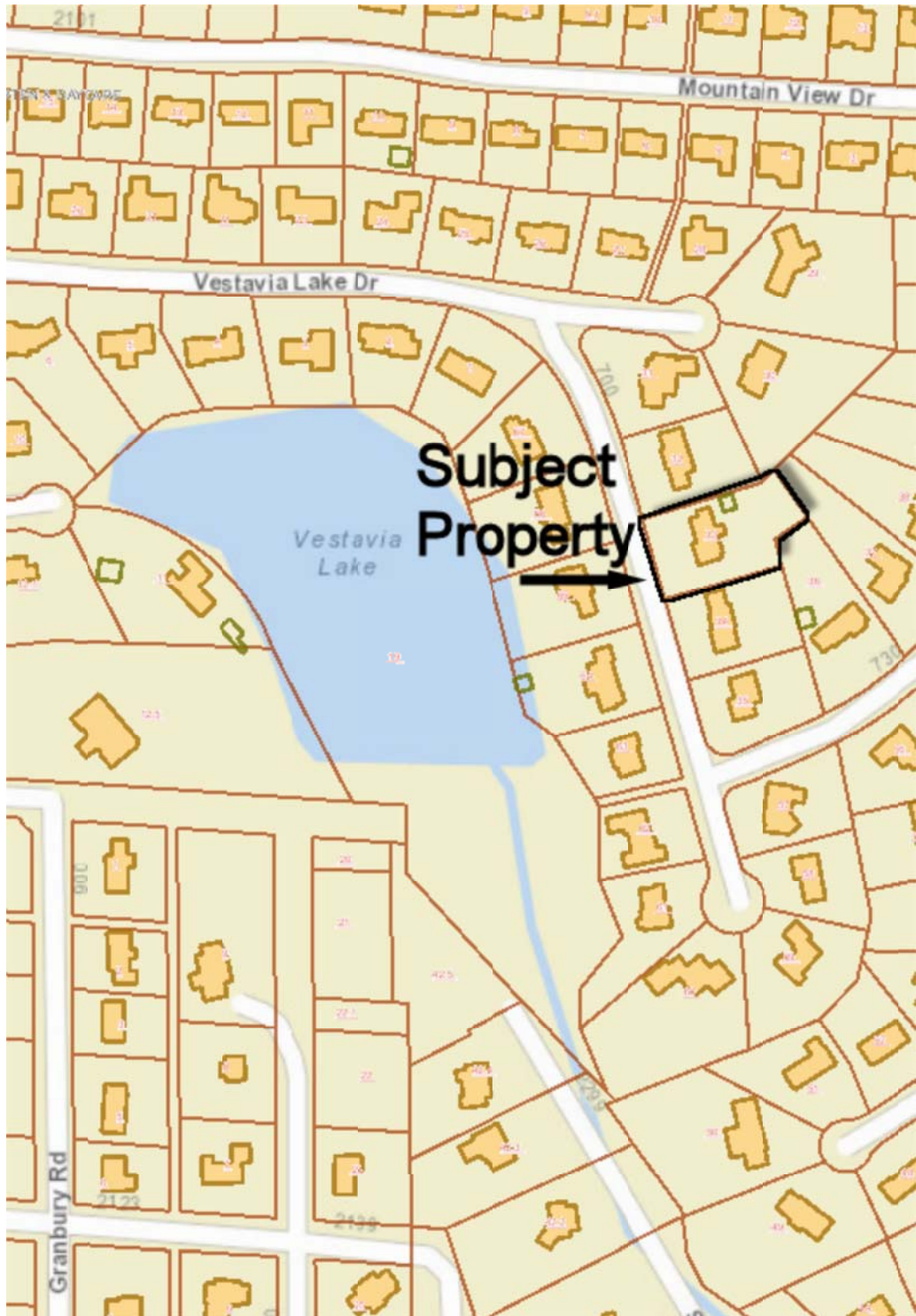
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2501 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 23rd day of June, 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: Andy and LaRue Lockhart

ADDRESS: 709 Vestavia Lake Dr.
Birmingham, AL 35216

MAILING ADDRESS (if different from above) _____

PHONE NUMBER: Home 822-4589 Office 988-5982

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

2014 MAR 26 P 4:02

III. ACTION REQUESTED

//

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

Current Zoning of Property: _____

Requested Conditional use For the intended purpose of: raising chickens

(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.)

Property size: _____ feet X _____ feet. Acres: _____

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.

Andrew Lockhart 3/24/14
Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal
this 24~~th~~ day of March, 2014.

Emilee Zimmerman
Notary Public

My commission expires MY COMMISSION EXPIRES JANUARY 27, 2015
day of _____, 20____.



☰ Menu

- [Home](#)
- [Coop Building Tips](#)
- [Coop Plans](#)
- [Ready-made Coops](#)
- [Contact](#)
- [Privacy Policy](#)

#0514-10//28-30-1-3-33
 709 Vestavia Lake Drive
 Conditional Use for Chickens
 Andrew & LaRue Lockhart

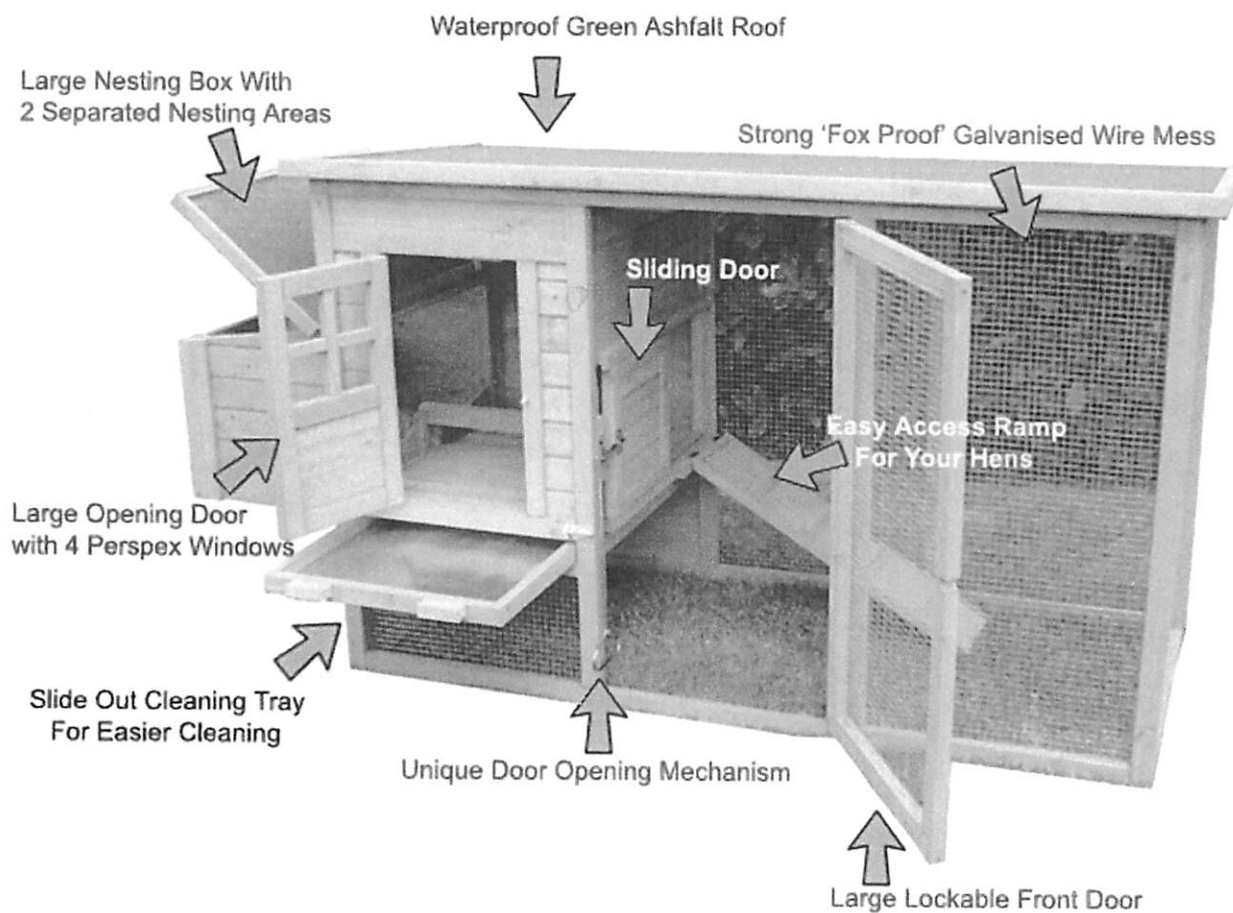
//

How To Build A Chicken Coop

A Step-by-step Guide On How You Can Build A Chicken Coop In A Matter Of Days!

Chicken Coops – Real Life Examples

by Gunther on October 31, 2013



Small Coops

This is easily the most typical type of chicken coop that beginners might want to start out with. The design is simple but it has everything that you'll possibly need. A chicken coop of this size is usually

P0514-10//28-30-1-3-33
709 Vestavia Lake Drive
Conditional Use for Chickens
Andrew & LaRue Lockhart

//

City of Vestavia Zoning Board

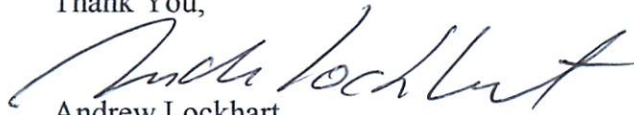
3/31/2014

Andrew and LaRue Lockhart
709 Vestavia Lake Dr
Vestavia Al 35216
205-822-4589

City of Vestavia Zoning Board,

Our subdivision of Vestavia Lake does not any covenants for its residents.

Thank You,



Andrew Lockhart
709 Vestavia Lake Dr

 3/31/14

NOTARY PUBLIC
KATHARINE M WILLIAMS
ALABAMA, STATE AT LARGE
My Commission Expires October 28, 2017

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

Date: MAY 8, 2014

- **CASE:** P-0514-10
- **REQUESTED ACTION:** Conditional Use Approval for urban hens
- **ADDRESS/LOCATION:** 709 Vestavia Lake Dr.
- **APPLICANT/OWNER:** Andy & LaRue Lochhart, 79 Vestavia Lake Dr. Vestavia Hills, AL 35216
- **REPRESENTING AGENT:**
- **GENERAL DISCUSSION:** The applicants seek to raise up to six urban hens in their back yard. The hens would be used primarily for eggs. Hens would reside in a fenced permanent coop. There are no covenants prohibiting this use.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with the Comprehensive Plan for medium density residential.
- **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 add the condition that there will be no more than six hens on site.
 2. **City Engineer Review:** I have reviewed this application and have no issues with this request.
 3. **City Fire Marshal Review:** No problems noted.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION: Motion to recommend approval of Conditional Use Application P-0514-10 urban hens at 709 Vestavia Lake Dr. was made by Mr. Burrell with the following conditions:

1. No more than six (6) hens may be allowed;
2. Coop must be permanent;
3. No roosters may be kept;
4. Hens or eggs may not be used for commercial purposes.

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

Mr. Goodwin – no
Mrs. Fancher – yes
Mr. Gilchrist – yes
Mr. Sharp – yes
Motion carried.

Mr. Brooks – yes
Mr. Burrell – yes
Mr. Visintainer – no
Mr. Larson – yes