

**Vestavia Hills
City Council Agenda
September 8, 2014
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Melvin Turner, Finance Director
4. Pledge Of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – August 21, 2014 (Work Session) and August 25, 2014 (Regular Meeting)

Old Business

9. Resolution Number 4636 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Building And Earth Services For Construction Materials Testing And To Authorize Additional Expenditures For Construction Of A Parking Lot Adjacent To The Vestavia Hills Library In The Forest (*public hearing*)

New Business

New Business (Requesting Unanimous Consent)

10. Resolution Number 4637 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Goodwyn Mills And Cawood For Planning And Design Services On The “School Site” Portion Of Patchwork Farms (*public hearing*)

First Reading (No Action Taken At This Meeting)

11. Resolution Number 4639 – A Resolution Ordering The Demolition Of A Building Or Structure Located At 2253 Great Rock Road (*public hearing*)
12. Resolution Number 4638 – A Resolution Authorizing The City Manager To Take All Actions Necessary To Install Landscaping At The Entryways Of Sicard Hollow Athletic

Complex And To Install Field Naming Signs On Royal And McCallum Fields (*public hearing*)

13. Ordinance Number 2531 – To Establish The Time And Place For Regular City Council Meetings; The Procedure For Calling Special Meetings; Establish A Quorum; Establish Conduct And Procedures For Council Meetings Of The City Of Vestavia Hills, Alabama; Repealing Ordinance Number 2531 (*public hearing*)
14. Ordinance Number 2532 – Rezoning – A Portion Of Patchwork Farms PUD To Rezone To Patchwork Farms PUD Pursuant To A Certain Application Dated July 10, 2104 And Entitled “First Amendment To Patchwork Farm Planned Unit Development Zoning Application And Development Plan” (*public hearing*)
15. Ordinance Number 2533 – Rezoning – (A Portion Of) 3207 Bearden Court – Rezone from Vestavia Hills R-4 (residential) to Vestavia Hills B-2 (business district); Betty A. Thompson and Village Gardens, LLC, Owners; Charles Beavers, Representing
16. Ordinance Number 2534 – Rezoning – 4019 and 4021 Crosshaven Drive; Lots 2 & 3, Cahaba Valley Estates, 1st Addition; Rezone from Vestavia Hills R-4 (residential) to Vestavia Hills O-1 (office); Estate of John Michael, Owner; Phillip Michael, Representing
17. Citizens Comments
18. Motion For Adjournment

CITY OF VESTAVIA HILLS
CITY COUNCIL
WORK SESSION
MINUTES
AUGUST 21, 2014

The City Council of Vestavia Hills met in a work session on this date at 5:00 PM following posting/publishing pursuant to Alabama law. The Mayor called the work session to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Terry Ray, Asst. Fire Chief
Taneisha Tucker, Library Director

The Mayor welcomed the persons in attendance.

Mr. Downes explained the proposed budget and highlighted sections, including but not limited to:

- Debt Service for new City Hall
- Prepayment of \$500,000 of debt
- 2% COLA for employees
- Funding for merit increases for employees
- No change in health insurance cost for employees
- Funding strategic areas to address weaknesses demonstrated in the neighborhood survey
- Increase in special revenue funds
- Realigning Public Services and allowing additional engineering staff

The Council discussed the 90-day reserve fund and suggested studying a separate fund for economic development since the 90-day reserve goal has been attained.

The Mayor indicated that the Council needed to go into executive session for the possible purchase/sale of property. He stated that the session should last an estimated 20 minutes and opened the floor for a motion.

MOTION Motion to move into executive session for an estimated 20 minutes for the purchase/sale of property was made by Mr. Pierce. Mr. Ammons seconded the motion with the roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	Motion Carried

The Council entered into executive session at 5:37 PM. The Council exited executive session at 6:03 PM.

There being no further business, the meeting adjourned at 6:04 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

AUGUST 25, 2014

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Dan Rary, Police Chief
Tim Holcomb, Asst. Police Chief
Terry Ray, Asst. Fire Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer

Invocation was given by T. Douglas Ferguson, Senior Pastor, Mountaintop Community Church. Boy Scouts from Troop 1 Richard Foo and Chase Adair led the Pledge of Allegiance.

PROCLAMATION

The Mayor presented a proclamation designating the month of August, 2014 as “Gynecological Awareness Month.” Mr. Downes read the proclamation and presented it to Phyllis Lawrence, Jennifer Smiley and Doris Moody. These ladies came together under “Astateofteal.org” to remind all women of the dangers of gynecological cancers.

ANNOUNCEMENTS, GUEST RECOGNITION, CANDIDATES

- Steve Ammons stated that he is running for Jefferson County Tax Collector and asked for support in the November general election.

- Mr. Ammons welcomed Park and Recreation members Susan Compton and Tommy Coggin and Park and Recreation Foundation member Leigh Belcher to the meeting.
- Mr. Henley welcomed School Board members, Mark Hogewood to the meeting.

CITY MANAGER REPORT

- Mr. Downes announced that City administrative offices will be closed on Monday, September 1, 2014 in honor of the Labor Day holiday.
- Mr. Downes updated the Council on the plans for the overall redevelopment of Patchwork Farms.

COUNCILOR REPORTS

- Mr. Pierce welcomed Karen Odle and Lisa Christopher from the Chamber of Commerce to the meeting and indicated that the back-to-school event in Cahaba Heights was a success.
- Mr. Henley stated that the Board of Education is moving forward with a strategic plan for the future of the system.
- Mr. Pierce gave an update on the new drug testing program at the schools.

FINANCIAL REPORTS

Mr. Sawaya presented the City's financial reports for month ending July 2014. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of October 11, 2014 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the meeting of October 11, 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 – yes

Mr. Ammons – yes

Mayor Zaragoza – yes

motion carried.

OLD BUSINESS

ORDINANCE NUMBER 2526

Ordinance Number 2526 –Conditional Use Approval – 4871 Sicard Hollow Road; To Extend An Existing 120’ Stealth Monopole (Flagpole) To A Maximum Height Of 140’; City Of Vestavia Hills, Owners; New Cingular Wireless PCS, LLC D/B/A AT&T Mobility, Andy Rotenstreich, Representing (*public hearing*)

MOTION Motion to approve Ordinance Number 2526 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that AT&T has requested an extension of the 120’ flagpole at the Sicard Hollow Athletic Complex. This conditional use allows a 20’ extension along with the facilities needed for the extension. He indicated that the Planning and Zoning Commission recommended the approval.

Floyd Gaines was present in regard to the request.

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

The Mayor called for the question. Roll call vote as follows:

- | | |
|----------------------|------------------|
| Mr. Pierce – yes | Mr. Henley – yes |
| Mr. Sharp – yes | Mr. Ammons – yes |
| Mayor Zaragoza – yes | motion carried. |

RESOLUTION NUMBER 4625

Resolution Number 4625 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And Northport Holdings LLC (*public hearing*)

MOTION Motion to approve Resolution Number 4625 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes explained that this is an economic development agreement between the City and Northport Holdings LLC. He explained the 20-year terms and provisions of the agreement.

Heyward Hosch, Maynard Cooper and Gale, concurred.

Mr. Boone stated that he has reviewed the agreement and finds no problems.

Discussion ensued as to the required improvements of the properties, what happens if the income isn't realized, etc.

The Mayor indicated there needed to be an amendment to accept the current version of the contract subject to "clean-up" verbiage by the City's counsel.

MOTION Motion to amend Resolution Number 4625 to replace Exhibit B with the most current version of the agreement subject to revised language to "clean-up" the agreement without changing the meaning of the agreement was by Mr. Pierce and second was by Mr. Henley. Roll call vote as follows:

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

The Mayor opened the floor for a public hearing.

Karen Odle, Chamber President, commended the Council on the actions they are taking for the completion of Patchwork Farms.

There being no one else to address the Council concerning this request, he 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
Mayor Zaragoza – yes	motion carried.

RESOLUTION NUMBER 4626

Resolution Number 4626 – A Resolution Accepting A Bid For Construction Of A Pedestrian Bridge And Certain Other Improvements At McCallum Park (*public hearing*)

MOTION Motion to approve Resolution Number 4626 was by Mr. Ammons and second was by Mr. Sharp.

Mr. Downes stated that bids were opened for a pedestrian bridge and some other trail improvements to McCallum Park. The recommendation is to accept the lowest bidder. The project is funded by a \$50,000 grant, a matching grant from the Parks and Recreation Foundation and the remainder is the City's match.

Mr. Brady stated that a typographical error occurred and the City's portion should be raised by \$1,000.

The Mayor opened the floor for a motion.

MOTION Motion to amend Resolution Number 4626 to for an additional \$1,000 was by Mr. Ammons and second was by Mr. Pierce. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

The Mayor opened the floor for a public hearing.

Leigh Belcher, 2568 Aspen Cove Drive and Executive Director of the Park and Recreation Foundation thanked the Council for the action.

There being no one else to address the Council concerning this request, he 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
Mayor Zaragoza – yes motion carried.

RESOLUTION NUMBER 4627

Resolution Number 4627 – A Resolution Authorizing A General Fund Budget, A Special Fund Budget And A Capital Fund Budget For Fiscal Year 2014-2015 (public hearing)

MOTION Motion to approve Resolution Number 4627 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that the proposed budget was discussed in detail at a recent work session. He highlighted certain portions of the proposed budget and answered any questions posed by the City Council.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, he 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
Mayor Zaragoza – yes motion carried.

RESOLUTION NUMBER 4628

Resolution Number 4628 – A Resolution Electing To Provide A One-Time Bonus To City Retirees Pursuant To Alabama Act No. 2014-429 (*public hearing*)

MOTION Motion to approve Resolution Number 4628 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated this Resolution allows the Retirement Systems of Alabama to pay the City's retirees a one-time bonus. He explained the calculation of the amounts of each bonus and when/how it would be paid along with the expense to the City. He stated that this was built into the budget just approved.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, he 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
Mayor Zaragoza – yes	motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4629

Resolution Number 4629 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property

MOTION Motion to approve Resolution Number 4629 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this is a request by the Police Department to sell some surplus vehicles. He stated that a couple of the vehicles were confiscated.

Mr. Ammons asked if the revenue from the confiscated vehicles goes to a special account.

Chief Rary stated that the funds are earmarked for law enforcement purposes.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, he 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
Mayor Zaragoza – yes	motion carried.

RESOLUTION NUMBER 4630

Resolution Number 4630 – A Resolution Accepting A Bid For Police Uniform Polo Shirts

MOTION Motion to approve Resolution Number 4630 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this Resolution accepts a bid for Police polo shirts. He indicated that the only bid received was from MAC uniforms and the recommendation is to accept this bid.

Roll call vote as follows:

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

RESOLUTION NUMBER 4631

Resolution Number 4631 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Rivertree Systems, Inc., For Auditing Services

MOTION Motion to approve Resolution Number 4631 was by Mr. Pierce and second was by Mr. Sharp.

Mr. Downes stated that this request is to renew a 3-year agreement with Rivertree for auditing services. He explained their auditing services and stated that the Finance Director has recommended renewal of the agreement.

Mr. Ammons stated that Rivertree does a good service for the City.

Roll call vote as follows:

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

RESOLUTION NUMBER 4632

Resolution Number 4632 – A Resolution Authorizing The City Manager To Accept A Proposal From SunTrust Bank Regarding Leasing Of Vehicles And Heavy Equipment

MOTION Motion to approve Resolution Number 4632 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that this Resolution allows the City to lease capital items that were approved in the budget at the lowest possible interest rate. He stated that the Finance Director obtained several quotes and SunTrust Leasing was the lowest.

Roll call vote as follows:

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

RESOLUTION NUMBER 4633

Resolution Number 4633 – A Resolution Authorizing The City Manager To Perform Actions As Necessary In Order To Secure A Performance Bond Required By ALDOT

MOTION Motion to approve Resolution Number 4633 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that the City is in the process of doing improvements within the Highway 31 rights-of-way and ALDOT requires the filing of a \$100,000 penal bond to guarantee the improvements. He stated that the surety company requires the Council to approve a Resolution that allows him to sign for the bond.

Mr. Ammons stated that he feels this is a lack of cooperation from ALDOT to require the bond.

Roll call vote as follows:

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

RESOLUTION NUMBER 4634

Resolution Number 4634 – A Resolution Approving A 2 Percent Increase In Salary And Wages For Employees

MOTION Motion to approve Resolution Number 4634 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this COLA was approved with the budget and the Personnel Board requires a separate Resolution to be filed with them in order to initiate the increase.

Roll call vote as follows:

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

RESOLUTION NUMBER 4635

Resolution Number 4635 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement For Insurance Brokerage Services

MOTION Motion to approve Resolution Number 4635 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that the City’s insurance renewals come up in October and this is a Resolution to retain the broker at a cost of \$7,500.

Roll call vote as follows:

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

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

MOTION Motion for unanimous consent for the immediate consideration and action on Ordinance 2528, 2529, and 2530 was by Mr. Sharp. Second was by Mr. Henley. Roll call vote as follows:

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

ORDINANCE NUMBER 2528

Ordinance Number 2528 - An Ordinance Finding And Determining That Certain Real Property Owned By The Vestavia Hills Board Of Education And Under Contract To Purchase By The City Of Vestavia Hills Alabama Is No Longer Needed For Public Purposes; To Decide Whether Or Not The Exchange Of Property With Northport Holding LLC Pursuant To A Project Development And Exchange Agreement Between The City Of Vestavia Hills And Northport Will Promote The Economic Development Of The City; And To Authorize And Direct The Mayor And City Manager To Execute And Deliver The Agreement (public hearing)

MOTION Motion to approve Ordinance Number 2528 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that he explained the terms of this agreement earlier in the meeting. He reiterated that this is part of the planned development of the remainder of Patchwork Farms and allows the due diligence to relocate Northport over to the school parcel.

Steve Monk, attorney for the City, stated that he drafted the complex agreement and highlighted the terms and provisions within it.

Mr. Boone stated that he has reviewed the agreement and found no problems with it and recommended approval stating that this is a wonderful opportunity for the City.

The Mayor stated that an amendment was needed to change the version of the agreement and he opened the floor for a motion.

MOTION Motion to amend Exhibit B of Ordinance Number 2528 to replace the agreement with the newest version of the agreement and to allow some minor revisions for “clean-up” subject to the approval of Mr. Monk was by Mr. Pierce and second was by Mr. Henley.

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

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, he 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
Mayor Zaragoza – yes	motion carried.

ORDINANCE NUMBER 2529

Ordinance Number 2529 - An Ordinance Determining That Certain Real Property Is No Longer Needed For Public Purposes And Authorizing The Mayor And City Manager To Execute And Deliver A Purchase Agreement With Cameron General Contractors, Inc., a Nebraska Corporation (*public hearing*)

MOTION Motion to approve Ordinance Number 2529 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that this Ordinance allows due diligence for Cameron to purchase a portion of the school parcel for development of a senior resort lifestyle facility. He explained the terms and provisions of the agreement.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, he 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
Mayor Zaragoza – yes	motion carried.

ORDINANCE NUMBER 2530

Ordinance Number 2530 - An Ordinance Determining That Certain Real Property Is No Longer Needed For Public Purposes And Authorizing The Mayor And City Manager To Execute And Deliver A Purchase Agreement With Daniel Corporation (*public hearing*)

MOTION Motion to approve Ordinance Number 2530 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this Ordinance allows the remaining vacant parts of Patchwork Farms to be sold to Daniel Corporation to be developed as planned, pending rezoning of said property.

Doug Neil, Daniel Corporation, was in attendance in regard to the request.

The Mayor stated that an amendment was needed to change the version of the agreement and he opened the floor for a motion.

MOTION Motion to amend Exhibit B of Ordinance Number 2530 replace the agreement with the newest version of the agreement and to allow some

minor revisions for “clean-up” subject to the approval of Mr. Monk was by Mr. Pierce and second was by Mr. Henley.

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

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, he 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
Mayor Zaragoza – yes motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council’s next regularly scheduled meeting on September 8, 2014 at 5 PM.

- Resolution Number 4636 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Building And Earth Services For Construction Materials Testing And To Authorize Additional Expenditures For Construction Of A Parking Lot Adjacent To The Vestavia Hills Library In The Forest (*public hearing*)

CITIZENS COMMENTS

Mr. Pierce asked for an update on the construction at City Hall. Mr. Downes gave a brief update.

Mr. Ammons stated that an ALS ice bucket challenge will be held at the high school and invited everyone to go there and participate.

MOTION Motion to adjourn was by Mr. Ammons and second was by Mr. Sharp. Meeting adjourned at 6:35 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4636

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH BUILDING AND EARTH SCIENCES TO PERFORM CONSTRUCTION MATERIALS TESTING FOR CONSTRUCTION OF A PARKING LOT ADJACENT TO THE VESTAVIA HILLS LIBRARY IN THE FOREST AND TO AUTHORIZE ADDITIONAL DESIGN FUNDING FOR SAID PROJECT

WHEREAS, on June 23, 2014, the City Council adopted and approved Resolution Number 4601 to accept bids for construction of a parking lot located adjacent to the Vestavia Hills Library in the Forest; and

WHEREAS, on January 13, 2014, the City Council adopted and approved Resolution Number 4539 to authorize the City Manager to execute and deliver an agreement with Walter Schoel Engineering Company, Inc., for design and survey information for above-described parking lot in an amount not to exceed \$29,000; and

WHEREAS, on January 14, 2014, the City Manager executed and delivered an agreement with Walter Schoel Engineering Company, Inc., to provide design and survey information for the above-detailed parking lot in an amount estimated at \$29,000. A copy of said Agreement is marked as "Exhibit A" and is attached to and incorporated into this Resolution Number 4636 as though written fully therein; and

WHEREAS, the City Engineer, in a memorandum dated August 21, 2014, had indicated that unanticipated geotechnical services provided resulted in an overrun of the original estimate by \$4,250. A copy of said memorandum is marked as Exhibit B attached to and incorporated into this Resolution Number 4636 as though written fully therein; and

WHEREAS, the City Engineer, in the above-described memorandum indicated that construction materials testing for construction of the parking lot is required to test compaction of materials during construction and presented a proposal submitted by Building and Earth Sciences to perform said tests at an amount estimated at \$18,000. A copy of said Agreement is marked as Exhibit C and attached to and incorporated into this Resolution Number 4636 as though written fully therein; and

WHEREAS, the City Manager has reviewed said overrun and proposal and recommended acceptance as described in the City Engineer's memorandum; and

WHEREAS, the Mayor and Council have determined it is in the best public interest to accept the City Manager's recommendation.

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

1. The City Manager is hereby authorized to execute and deliver the agreement with Building and Earth Sciences marked Exhibit C and attached hereto; and
2. The City Manager is authorized to expend an additional \$4,250 for the design services provided by Walter Schoel Engineering, Inc.; and
3. This Resolution Number 4636 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 8th day of September, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Encumber
contract to
"Library Warrant
Funds" to be
utilized for parking
project.

JTO/1-15-14

AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF VESTAVIA HILLS
AND
WALTER SCHOEL ENGINEERING COMPANY, INC.
FOR
VESTAVIA HILLS LIBRARY PARKING ADDITION
VESTAVIA HILLS, ALABAMA

December 4, 2013

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

SCOPE OF WORK

1. BOUNDARY & TOPOGRAPHIC SURVEY

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

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

Lump Sum Fee \$4,500

2. RESURVEY OF SITE

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

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

Proposed Fee \$ 1,900

4. SCHEMATIC DESIGN AND PLANNING

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

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

Lump Sum Fee \$ 3,100

5. FINAL CONSTRUCTION DOCUMENTS

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

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

Lump Sum Fee \$ 7,900

6. BIDDING ASSISTANCE & CONSTRUCTION ADMINISTRATION

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

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

Hourly Estimate \$3,000

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

7. LANDSCAPE DESIGN

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

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

FEE SUMMARY

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

NOT INCLUDED IN SCOPE OF WORK

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

PAYMENT TERMS

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Walter Schoel Engineering Company, Inc.

Signature: Walter Schoel III

Name: Walter Schoel III

Title: President

Date: December 4, 2013

ACCEPTED:

Client: City of Vestavia Hills

Signature: Jeffrey Downes

Name: Jeffrey Downes

Title: City Manager

Date: January 14, 2014

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

Company: City of Vestavia Hills

Client or Client's authorized representative: Rita Hosmer, Accountant

Street Address: 513 Montgomery Highway

City, State, Zip: Vestavia Hills, AL 35216

Phone Number: 205.978.0126 **Fax Number:** 205.978.0132

Email Address: rhosmer@vhal.org

Client's Project Number: _____ **Client's Purchase Order Number:** _____

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

August 21, 2014

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services

From: Christopher Brady, City Engineer

RE: Construction of additional parking for library
Construction materials testing and overrun on design and construction administration costs

Attached is a proposal submitted by Building and Earth Sciences to perform construction materials testing for construction of the additional parking at the library. This is at a cost of approximately \$18,000

Also design and construction administration services provided by Schoel Engineering are anticipated to overrun their previous agreement amount by approximately \$4,250. This is primarily due to additional geotechnical services that were needed for the parking lot design.

Total estimated fee for these services is \$22,250.

As this is an unbudgeted item, I would recommend seeking Council approval to use general funds to initiate this work.

Please let me know if any questions,

-Christopher





Geotechnical, Environmental, and Materials Engineers

5545 Derby Drive • Birmingham, AL 35210-5414 • Ph: (205) 836-6300 • Fax: (205) 836-9007
www.BuildingAndEarth.com

August 13, 2014

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

Attn: Mr. Christopher Brady, P.E., CFM

Subject: Vestavia Library Parking lot Addition
Vestavia Hills, Alabama
Building & Earth Proposal #16357

Dear Mr. Brady:

Building & Earth is pleased to submit this proposal to provide Construction Materials Testing (CMT) for the construction of the new parking lot serving the Vestavia Hills Public Library. We have reviewed the construction documents and this proposal documents our understanding of the proposed construction and presents an estimated budget for our services. The final cost will be dependent on the contractor's actual schedule. If the actual schedule is shorter/longer than our estimated budget was based on, the final cost will reflect that.

We understand that the project consists of constructing a new parking lot for the Vestavia Hills Public Library. The parking lot site is adjacent to the library.

SCOPE OF SERVICES

Building & Earth has developed a testing and inspection budget based on the review of the construction documents and estimated schedule provided by Walter Schoel Engineers Inc. CMT services include a proof roll of subgrade surfaces prior to fill placement, field density testing and observation during fill placement, concrete sampling during concrete placement and observation and testing of Hot Mix Asphalt (HMA) placements.

Building and Earth Proposal Number: BH16357
August 13, 2014
Page 2 of 2

Listed below are our assumptions based on past experience with similar projects, which we used to establish a cost for this phase of the work.

- a. Observation of proofroll of bearing surface prior to fill placement (two visits)
- b. Observation of undercut area prior to fill placement by engineering staff (two visits)
- c. Full-time density testing during fill placement (twenty visits). We have assumed working five days a week, with no weekend work.
- d. Concrete sampling and testing for curbs and a site drainage structures (five visits)
- e. HMA observation and testing including pavement coring (four visits)

BUDGET SUMMARY

TOTAL \$18,000.00

Only the actual time spent for the project will be billed each month, in accordance with the unit rates shown.

We look forward to working with you during the construction phase of this project. If you have any questions regarding this proposal, or care to discuss any modifications in the total scope of services outlined, please call me.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.



Don Brown, P.E.
Project Manager



Deepa Bhate
President

Attachments



INFORMATION SHEET

PROJECT NAME/LOCATION: New Parking Lot Vestavia Hills Library (CMT)

PROPOSAL/PROJECT NO. BH16359 **DATE:** August 13, 2014

CLIENT: City of Vestavia Hills

FOR PAYMENT OF CHARGES:

Charge invoice to the account of:

Firm: _____

Address: _____

Phone No. _____ Fax No. _____ Email address _____

Attention: _____ Title _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed to someone other than the account charges, please indicate where to mail the invoice in the space below:

Firm: _____

Address _____

Zip Code _____ Phone No. _____ Attention: _____

REPORT DISTRIBUTION:

Firm _____ Firm _____ Firm _____

Address _____ Address _____ Address _____

Attn: _____

SERVICES: See Consultant's Proposal

PAYMENT: See Consultant's Proposal

PROJECT NAME/LOCATION: New Parking Lot Vestavia Hills Library (CMT)

PROPOSAL/PROJECT NO. BH16359 **DATE:** August 13, 2014

CLIENT: City of Vestavia Hills

ACCEPTANCE OF CONTRACT:

The Contract consists of the Information Sheet, the Consultant's Proposal, and the attached General Terms and Conditions (the "Contract"), including all additions, deletions, and modifications as agreed upon in writing by Consultant. The Contract sets forth the entire agreement between the parties pertaining to the services and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the execution of the Contract. The provisions of the Contract may be changed only by a writing executed by Consultant and Client.

THIS CONTRACT is entered into as of the _____ day of _____, 20__.

CLIENT:

[Company Name]

By: _____

Its: _____

Address: _____



SECTION 1: STANDARD OF CARE

- 1.1 The standard of care for all services performed or furnished by Building & Earth Sciences, Inc. ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

SECTION 2: CONSULTANT'S SERVICES

- 2.1 Services. Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which may include construction materials testing services or subsurface exploration and geotechnical consultation services.

- 2.2 Subsurface Exploration and Geotechnical Consultation Services. If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:

(a) Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.

(b) Site Clearing/Erosion Control. When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.

(c) Utilities/Existing Man Made Objects. Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the plans furnished to Consultant. The Client agrees to waive any and all claims against the Consultant Group and to defend, indemnify and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to damage to subsurface conditions or structures, whether owned by Client or third parties.

(d) Samples. Consultant will retain all soil and rock samples for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

(e) Construction Estimates/Bid Documents/Plans and Specifications.

(1) Any reports prepared by Consultant in connection this Contract are for general geotechnical design purposes only, and Client shall not rely on these reports to prepare accurate bids or estimates for excavation and rock quantities, dewatering, removal of unsuitable materials or excavation support. An entirely different work scope will be required for quantity estimation purposes.

(2) Client agrees to retain Consultant to review the plans and specifications and work with other design professionals who are affected by any report furnished by Consultant in connection with this Contract. The review of plans and specifications is to assure that the geotechnical issues have been dealt with properly and that geotechnical findings and recommendations are properly interpreted and incorporated in design.

(3) Misinterpretation or improper use of Consultant's reports by contractors or others in preparing cost and quantity estimates or bid documents is a major cause of construction claims. Client agrees to defend, indemnify and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

- 2.3 Time.** Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.
- 2.4 Changes.** If Client requests changes in the scope of Consultant's services, the time of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

SECTION 3: OWNERSHIP OF DOCUMENTS

- 3.1** All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.
- 3.2** Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.
- 3.3** Consultant hereby grants to Client a nonexclusive license to use the Instruments of Service furnished by Consultant only for the purpose of the operation and maintenance of the Project for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").
- ~~**3.4** Client agrees to waive any and all claims against the Consultant Group and to defend, indemnify and hold harmless the Consultant Group from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.~~

SECTION 4: PAYMENT TERMS

- 4.1** Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.
- 4.2** Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal.

- 4.3 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.
- 4.4 Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

SECTION 5: INSURANCE & LIMITATION OF LIABILITY

5.1 Consultant shall procure and maintain the following Insurance coverage:

- | | |
|---|----------------------------|
| (a) Worker's Compensation Insurance | statutory limit |
| (b) Employer's Liability | \$1,000,000 |
| (c) Comprehensive General Liability Insurance | |
| General Aggregate | \$2,000,000 |
| Bodily injury & property damage | \$1,000,000 per occurrence |
| (d) Automobile Liability Insurance | \$1,000,000 per occurrence |

5.2 Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of the Consultant Group to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed \$100,000.00 or Consultant's total fee for the services, whichever is less.

5.3 Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

SECTION 6: RIGHT OF ENTRY

6.1 Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. It is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Client shall not be responsible whatsoever for any such damage or for the correction of any damage.

SECTION 7: SAMPLING OR TEST LOCATION

7.1 Unless otherwise specified in writing, the Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

SECTION 8: MONITORING OF FIELD ACTIVITIES

8.1 The presence of Consultant's field personnel, either full-time or part-time, at the Project will be for the purpose only of providing periodic observation and field testing of specific aspects of the Project as authorized by the Client. Client acknowledges and agrees that Consultant will not be responsible for the supervision or direction of the contractor's work, or the work of contractor's employees, agents, or subcontractors. The presence or absence of Consultant's field representatives, or Consultant's observation or testing, shall not relieve the contractor of its responsibilities to perform its work in accordance with the plans and specifications. Consultant shall not have any control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the contractor's work or of any other persons or entities performing portions of the work at the Project.

8.2 The observations and tests performed by Consultant's field representative are valid only for the time and location the test is performed. The Client acknowledges that outside factors such as construction activity, weather and the passage of time can alter condition of the material tested or observed.

- 8.3** Client agrees that the contractor will be solely and completely responsible for working conditions at the Project, including safety of all persons and property during performance of its work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Client acknowledges and agrees that Consultant will not be responsible for job or site safety on the Project, and that Consultant does not have the duty or right to stop the work of the contractor.
- 8.4** Client waives any and all claims against the Consultant Group and agrees to indemnify, defend and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to contractor's failure to perform its work in accordance with plans and specifications or contractor's failure to comply with the applicable safety requirements and regulations.

SECTION 9: HAZARDOUS SUBSTANCES

9.1 Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.

9.2 The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant" "hazardous air pollutant," "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.

9.3 If any Hazardous Substance is discovered at the Project site, the Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless the Consultant Group from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or related to Consultant's performance of the services in an area where a Hazardous Substance is discovered.

SECTION 10: DISPUTES

10.1 In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:

(a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between the appropriate representatives of each party.

(b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Birmingham, Alabama. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. Any controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Birmingham, Alabama. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof. The prevailing party shall be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

SECTION 11: THIRD PARTY CLAIMS

- 11.1** To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless the Consultant Group from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the Client from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees and dispute resolution costs) arising from any act, error, or omission of Consultant relating to the Project.

SECTION 12: TERMINATION

- 12.1** This Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice. In the event of termination, Consultant shall be paid for services performed to the termination date plus reasonable termination expenses.
- 12.2** In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract, Consultant may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of termination or suspension. Client shall be responsible for the expenses of such termination or suspension, which shall include, without limitation, all costs of Consultant to complete such analyses, reports or records.
- 12.3** Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

SECTION 13: ASSIGNS

- 13.1** Neither the Client nor Consultant may delegate, assign, sublet or transfer any obligation or interest in this Contract without the written consent of the other party.

SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES

- 14.1** Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.

SECTION 15: MISCELLANEOUS

- 15.1 Governing Law.** This Contract shall be governed by the law of the state in which the Project is located.
- 15.2 Notices.** Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.
- 15.3 Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.
- 15.4 Headings.** This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.
- 15.5 Severability.** The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.

BUILDING & EARTH SCIENCES, INC. **2014 CMT FEE SCHEDULE**

PERSONNEL

Clerical Services	\$30.00/hour
Engineering Technician.....	\$42.00/hour
Structural Steel Inspector (CWI)	\$85.00/hour
Staff Engineer	\$65.00/hour
Project Manager/Engineer.....	\$85.00/hour
Sr. Project Manager, P.E.....	\$125.00/hour
Geotechnical Division Manager, P.G., P.E.....	\$150.00/hour

LABORATORY TESTING

Standard Proctor Test (ASTM D-698 or AASHTO T-99).....	\$95.00/each
Modified Proctor Test (ASTM D-1557 or AASHTO T-180).....	\$110.00/each
Atterberg Limits Determination.....	\$75.00/each
Material Finer than No. 200 Sieve (washed)	\$50.00/each
Pavement Coring.....	\$200.00 LS
Concrete Cylinders	\$12.00/each
Grout or Mortar Cubes	\$12.00/each
Masonry Prisms	\$125.00/each

ADMINISTRATIVE/MANAGEMENT

Mileage.....	\$0.65/mile
--------------	-------------

The personnel rates will be billed with a 3 hour minimum charge per day. Overtime will apply for hours worked in excess of eight (8) hours per day or for work performed on weekends or holidays. Overtime will be billed at a rate of 1.5 times the normal unit rates.

Engineering review of 0.25 hours per report is typically required for report review and incidental consultation. Clerical services will be billed at a rate of 0.25 hours per report to cover the cost of report preparation, revisions and distribution. Project coordination time will be billed according to the actual time required for scheduling.

RESOLUTION NUMBR 4637

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH GOODWYN MILLS AND CAWOOD FOR PLANNING AND DESIGN SERVICES ON THE “SCHOOL SITE” PORTION OF PATCHWORK FARMS

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

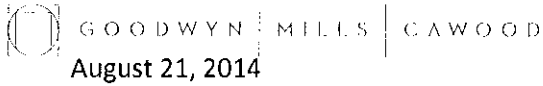
1. The City Manager is hereby authorized and directed to enter into an agreement with Goodwyn Mills and Cawood for the purpose of planning and coordination with Northport Holdings (NHS) regarding the proposed relocation of the NHS facility along with the design of the required extension of Healthy Way to the “School Site” portion of Patchwork Farms; and
2. A copy of said proposal is marked as Exhibit A and is attached to and incorporated into this Resolution Number 4637 as though written fully therein; and
3. This Resolution Number 4637 shall become effective immediately upon approval and adoption.

ADOPTED and APPROVED this the 8th day of September, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Mr. Jeff Downes, City Manager
 City of Vestavia Hills
 513 Montgomery Hwy.
 Vestavia Hills, AL 35216

RE: Proposal for Planning and Engineering Services Pursuant to Agreement
 b/n Daniel Corporation and the City of Vestavia Hills
Patchwork Farm – Vestavia Hills, Alabama

Dear Mr. Downes:

Goodwyn Mills and Cawood (GMC) appreciates the opportunity to submit a proposal for planning services related to the NHS project and civil engineering services for the Patchwork Farm Development in Vestavia Hills. We have prepared this proposal for your review and comment, and we look forward to working with you throughout the duration of this project.

A> PROJECT SCOPE:

In accordance with previous conversations to date with the overall master developer, Daniel Corporation, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

The proposed scope of work includes participating in the planning of and coordination with NHS regarding their proposed site. This scope of work also includes time spent to date on the planning efforts and other various tasks that may fall outside of the specifics of the described scope.

The civil engineering scope of work includes the design of a mass grading package of the 22 ac. parcel and the overall storm water management for the 22 ac. parcel, the design of the Healthy Way extension on the north side, design of the roadway and utility infrastructure for the 22 ac. parcel of land including the design of a sanitary sewer main extension to serve the 22 ac. parcel. It is understood that the design packages will be produced in anticipation that they will be will be implemented and administered through the master developer.

B> CONSULTANT SERVICES:

Planning Services – NHS Project

- Conceptual Site Plan Renderings for NHS Negotiations
 - Various site concepts and grading studies as performed previously at the request of the master developer. *Previously performed.*
 - Generation of various information needed to facilitate the master development progress as performed previously at the request of the master developer. *Previously performed.*
- Meetings related to the planning of the project and development agreement. *Previously and on-going.*

GOODWYN, MILLS AND CAWOOD, INC.

2701 1st Avenue South, Suite 100

Birmingham, AL 35233

Tel 205.879.4462 Fax 205.879.4493

GMCNETWORK.COM

Proposal- Planning and Engineering Services
Patchwork Farm – Vestavia Hills, Alabama

August 21, 2014

2 | Page

- Coordinating with Daniel Corporation as required to facilitate project needs. *Previously and on-going.*
- Progress meetings with NHS and Patchwork Farm teams – 8x

Final Plat Services

- Surveying will be performed according to Minimum Technical Standards of Practice.
- Final plat process
 - Produce final plat based on conceptual master plan, a site plan provided by NHS, and a site plan provided by RLC and as accepted by city and master developer
 - Marshall through public platting process
 - Set property corners as required

Civil Engineering Services

Mass Grading and Overall Storm Water Management Package

- Based on conceptual grading plan produced during the planning process and assumes a 512.0 subgrade elevation requested by NHS during a meeting held on 7/24/2014
- Mass grading plan
- Overall storm water management plan
- Construction details
- NHS Pad Certification Survey

22 Ac. Parcel Infrastructure Package

- Based on the conceptual master plan and site plans provided by NHS and others
- Roadway and utility infrastructure plans
 - Healthy Way roadway plan and profile on 22 ac. parcel
 - Sanitary sewer plan and profiles
 - From 22 ac. parcel to trunk main on north side of development
 - Right-of-way deeds
 - As-builts
 - Potable water layout and coordination with BWWB
 - Erosion and sediment control plan
 - Construction details

Healthy Way Extension Package

- Topographic survey along alignment
- Roadway and utility infrastructure plans on north side of development
 - Healthy Way extension plan and profile
 - Potable water layout and coordination with BWWB
 - Erosion and sediment control plan
 - Construction details

Proposal- Planning and Engineering Services
Patchwork Farm – Vestavia Hills, Alabama

August 21, 2014

3 | Page

C> COMPENSATION:

	FEE CALCULATION	UNIT COST	FEE	TYPE
CONSULTANT SERVICES:	Planning Services - NHS Project	Hourly	= \$11,500.00	Budget
	Land Surveying Final Plat Process		= \$3,250.00	LS
	Civil Engineering Mass Grading and Overall Storm Water		= \$22,750.00	LS
	NHS Pad Certification Survey		= \$1,800.00	LS
	22 ac. Parcel Infrastructure		= \$67,600.00	LS
	Healthy Way Extension		= \$11,500.00	LS

CLARIFICATIONS

- GMC understands that the work proposed herein will not be subject the public bid process and the bidding and construction of the proposed improvements will be implemented and administered through the overall master developer, Daniel Corporation. Should any of the proposed tasks be subject to the public bid process, GMC will be happy to amend this proposal to include those services or propose them separately as requested.
- GMC understands that the ADEM construction storm water permit and inspections for this site are approved under a separate proposal for services.
- GMC excludes as-built drafting services (except for the NHS pad certification and sanitary sewer main extension) and incremental informative sketches, investigations, and drafting and design changes to the plans made during the construction period or after site design and permitting is complete at the request of the client, master developer, client representative or contractor. GMC will be happy to perform these as an additional service on an hourly basis according to the current GMC hourly rate schedule, updated annually in July, should they be requested.

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined lump sum. Updated annually in July.
- Design Consultants: 1.2 times the invoice amount submitted to the Engineer
- Renderings and Models: Professional renderings or models requested by the Owner.

Proposal- Planning and Engineering Services
Patchwork Farm – Vestavia Hills, Alabama

August 21, 2014

4 | Page

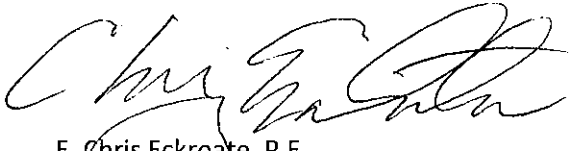
LIABILITY INSURANCE:

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

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

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.

Accepted By:
City of Vestavia Hills



E. Chris Eckroate, P.E.
Director of Civil Engineering
Birmingham Division

Date: _____

RESOLUTION NUMBER 4639

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 2253 GREAT ROCK ROAD, VESTAVIA HILLS, ALABAMA, PARCEL ID# 29-00-25-1-012-015.000, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE *CODE OF ALABAMA*, AND IN COMPLIANCE WITH ORDINANCE NUMBER 2382 OF THE CITY OF VESTAVIA HILLS, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF VESTAVIA HILLS AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the appropriate Municipal Officials determined that the condition of the building or structure located at 2253 Great Rock Road, Vestavia Hills, Alabama, Parcel I.D. Number 29-00-25-1-012-015.000 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendens” on Brenda Jayne Fields; Regions Bank; Firstar Bank, N.A.; Jefferson County Sewer Service Office and Birmingham Water Works, a copy of same was sent via certified mail, properly addressed and postage prepaid to:

A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector’s Office;

B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the Office of the Judge of Probate of Jefferson County, Alabama, at the owner or owners’ last known address and at the address of the subject property;

C. All mortgagees of record as shown from a search of the records of the Office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the appropriate Municipal Officials;

D. All lien holders of record as shown from a search of the records of the Office of the Judge of Probate of Jefferson County, Alabama to the address set forth in

the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the appropriate Municipal Officials; and

E. Such other persons who are otherwise known to the City Clerk or to the appropriate Municipal Officials who could have an interest in the subject property;

WHEREAS, contemporaneously with the filing of the “Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens”, a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in three public places located within the City of Vestavia Hills: 1) Vestavia Hills Municipal Center, 2) Vestavia Hills Library in the Forest, and 3) Vestavia Hills Civic Center.

WHEREAS, notice that the appropriate Municipal Officials have made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the *Alabama Messenger*.

BE IT RESOLVED by the City Council of the City of Vestavia Hills, Alabama while in regular session on Monday, September 22, 2014 at 5:00 p.m. as follows:

Section 1. A Public Hearing was held on September 22, 2014 at 5:00 p.m. and after due deliberation, the City Council of the City of Vestavia Hills, Alabama finds that the structure standing at 2253 Great Rock Road, Vestavia Hills, Alabama, Parcel ID# 29-00-25-1-012-015.000 is unsafe to the extent of becoming a public nuisance to the citizens of the City of Vestavia Hills, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the *Code of Alabama* (1975), and Ordinance Number 2382 of the City of Vestavia Hills, Alabama;

Section 2. That said demolition is to be performed by the City of Vestavia Hills; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 22nd day of September, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

JEFFERSON COUNTY)


I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of September, 2014 while in regular session on Monday, October 8, 2012, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this _____, 20__.

Rebecca Leavings, City Clerk

IN THE PROBATE COURT OF JEFFERSON COUNTY, ALABAMA

CITY OF VESTAVIA HILLS, ALABAMA)
)
 v.)
)
 BRENDA JAYNE FIELDS;)
 REGIONS BANK;)
 FIRSTAR BANK, N.A.;)
 JEFFERSON COUNTY SEWER SERVICE)
 OFFICE;)
 BIRMINGHAM WATER WORKS;)
)
 Lot 15, Block 3, according to the Survey of)
 Southridge Addition to Vestavia Hills, as)
 recorded in Map Book 42, page 13, in the)
 Probate Office of Jefferson County, Alabama.)



20140714000627120 1/11
 Bk: LR201414 Pg: 26999
 Jefferson County, Alabama
 I certify this instrument filed on:
 07/14/2014 04:34:31 PM LN
 Judge of Probate- Alan L. King

**FINDING OF PUBLIC NUISANCE, NOTICE AND ORDER TO REMEDY,
 AND NOTICE OF LIS PENDENS**

TAKE NOTICE that:

COMES NOW, the City of Vestavia Hills, Alabama (“the City”), by and through its Appropriate Municipal Officials, its City Clerk, and its Attorney to provide notice pursuant to Ordinance No. 2382 of the City that the Appropriate Municipal Officials have made a finding that a building located within the City is a dangerous building because it is unsafe to the extent that it is a public nuisance and subject to demolition. The building is located on the following described property, to wit, which will be described hereafter as “the Subject Property”:

STREET ADDRESS:

2253 Great Rock Road, Vestavia Hills, AL 35216

LEGAL DESCRIPTION:

Lot 15, Block 3, according to the Survey of Southridge Addition to Vestavia Hills, as recorded in Map Book 42, page 13, in the Probate Office of Jefferson County, Alabama.

PARCEL IDENTIFICATION NUMBER:

29-00-25-1-012-015.000

The City provides further notice as follows:

1. In *Ellis v. City of Montgomery*, the United States District Court for the Middle District of Alabama stated that, in cases such as this where a municipality seeks the demolition of building by use of its police powers, “A simple *lis pendens* filing after sending notice to the current owner of a property would place subsequent purchasers on record notice that demolition could occur.” *Ellis v. City of Montgomery*, 460 F.Supp.2d 1301, 1307 (M.D. Ala. 2006). Here, the City is invoking the procedure recommended by the District Court.

2. By the filing of this Notice, the City is not claiming any right, title, or interest in the subject property. Rather, the purpose of this Notice is to put all interested parties on notice of the City’s intent to exercise its authority provided by law and specifically by the City’s ordinances.

3. Ordinance No. 2382 of the City is “An Ordinance to Amend the Official Policies and Procedures of the City of Vestavia Hills, Alabama, Regarding Unsafe Structures and Dangerous Buildings.” The below-signed Appropriate Municipal Officials are the persons designated to exercise the authority and perform the duties delegated by Ordinance No. 2382.

4. The Appropriate Municipal Officials find that the building located on the Subject Property is a “dangerous building” within the meaning of Ordinance No. 2382 because of the following defects:

- (1) Exclusive of the foundation, the building shows thirty-three (33) percent, or more, of damage or deterioration of one (1) or more supporting members, or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering;
- (2) The building has improperly distributed loads upon the floors or roofs, or in which the same are overloaded, or has insufficient strength to be reasonably safe for the purpose used;
- (3) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism, or any other cause so as to have become

dangerous to life, health, property, morals, safety, or general welfare of the public or the occupants;

- (4) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (5) The building has light, air, heating, cooling, and sanitation facilities which are inadequate to protect the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (6) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes, or other means of ingress and egress to and from said building;
- (7) The building does not provide minimum safeguards to protect or warn occupants in the event of fire;
- (8) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to the life, health, property, morals, safety, or general welfare of the public or the occupants;
- (9) The building is so damaged, decayed, dilapidated, structurally unsafe, or of such fault construction or unstable foundation that partial or complete collapse is possible;
- (10) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants;
- (11) The building, or any portion thereof, is clearly unsafe for its use or occupancy;
- (12) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building,

structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act; and

- (13) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

5. The Appropriate Municipal Officials find that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land).

6. The Appropriate Municipal Officials find that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in the violation of the terms of the City's ordinance, as amended, governing unsafe structures and dangerous buildings.

7. The Appropriate Municipal Officials find that the building on the Subject Property is a fire hazard existing in violation of the terms of the terms of the City's ordinance, as amended, governing unsafe structures and dangerous buildings.

8. The Appropriate Municipal Official finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

9. Notice is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of the date of this Notice to the Appropriate Municipal Officials' satisfaction. In the event the owner does not comply within the time specified herein to the Appropriate Municipal Officials' satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

10. The Appropriate Municipal Officials find that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety, or general welfare

of the public or the occupants. Therefore, the Appropriate Municipal Officials order that the building on the Subject Property be and remain vacated until demolished.

11. A public hearing as provided for by Section 5-146(a) set forth in Ordinance No. 2382 shall be held on the finding of the Appropriate Municipal Officials in the Council Chambers at the Vestavia Hills Municipal Center, 513 Montgomery Highway, Vestavia Hills, AL 35216, on the 22nd day of September, 2014, at 5:00 p.m. At that time, the City Council shall hold a public hearing to receive any objections to the finding by the Appropriate Municipal Officials that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the finding by the Appropriate Municipal Officials. Any such written objection must be submitted to the City Clerk prior to the start of the City Council meeting at which the public hearing is held. No action shall be taken on the finding of the Appropriate Municipal Officials until determination thereon is made by the City Council. Upon holding the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order demolition of the building at the expense of the City and assess the expenses of the move or demolition on the land on which the building stands or to which it is attached. Any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Jefferson County, Alabama, Birmingham Division, upon filing with the Clerk of the Circuit Court of Jefferson County, Alabama, Birmingham Division, notice of the appeal and bond for security of costs in the form and amount to be approved by the Circuit Clerk. For further particulars, see Ordinance No. 2382.

12. A failure by the Vestavia Hills City Council to act on the findings of the Appropriate Municipal Officials within ninety (90) days from the date of this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*" shall constitute an abdication of the Appropriate

Municipal Officials' findings. However, this shall in no way prevent the City from reinitiating the proceedings authorized by Ordinance No. 2382 at any time so long as all the requirements of Ordinance No. 2382 are satisfied anew. Furthermore, this does not require that the ordered demolition take place within ninety (90) days from the date of this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*." A failure by the City to accomplish the demolition of the building within one hundred eighty (180) days of the passage of the resolution by the City Council ordering the same shall constitute an abdication of the City Council's order unless certain conditions further explained in Ordinance No. 2382 are satisfied. For further particulars, see Ordinance No. 2382. Anyone interested in the status of these proceedings should inquire with the Vestavia Hills City Clerk at (205) 978-0184 or at 513 Montgomery Highway, Vestavia Hills, AL 35216.

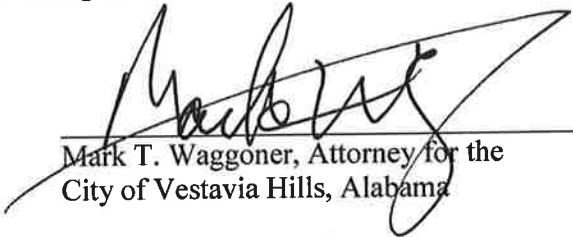
13. It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Appropriate Municipal Officials in carrying out the purposes of Ordinance No. 2382.

14. It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, tamper with this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*."

15. It is unlawful for any person to enter, access, or be upon the building that the Appropriate Municipal Officials have ordered to be vacated pursuant to this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*" except for the purposes of demolishing the same.

16. It is unlawful for any person who has received this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*" to sell, transfer, mortgage, lease, encumber, or otherwise dispose of the building that is the subject of the same to another until such person shall first furnish the grantee, transferee, mortgagee, or lessee a true copy of this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*" and shall furnish to the Appropriate

Municipal Officials a signed and notarized statement from the grantee, transferee, mortgagee, or lessee acknowledging the receipt of this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*" and fully accepting the responsibility without condition for making the corrections or repairs required by this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*."



Mark T. Waggoner, Attorney for the
City of Vestavia Hills, Alabama

OF COUNSEL:

Hand Arendall LLC
2001 Park Place North, Suite 1200
Birmingham, AL 35203
E-mail: mwaggoner@handarendall.com
Phone: (205) 324-4400 Fax: (205) 322-1163

VERIFICATION OF THE APPROPRIATE MUNICIPAL OFFICIALS

We, the undersigned, Keith Blanton and Greg Gilchrist state as follows: We are the Building Official and Fire Marshal, respectively, for the City of Vestavia Hills, Alabama, and for purposes of administering Ordinance No. 2382, we are the "Appropriate Municipal Officials." We hereby offer the findings made in this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*," make such orders as are offered herein, and provide such notice as is specified herein.

DONE this the 14th day of July, 2014.



Keith Blanton, Building Official and
Appropriate Municipal Official
City of Vestavia Hills, Alabama



Greg Gilchrist, Fire Marshal and
Appropriate Municipal Official
City of Vestavia Hills, Alabama

This Instrument Prepared By:

Mark T. Waggoner
Hand Arendall LLC
2001 Park Place North, Suite 1200
Birmingham, AL 35203
E-mail: mwaggoner@handarendall.com
Phone: (205) 324-4400
Fax: (205) 322-1163

CERTIFICATE OF SERVICE

Contemporaneously with the filing of this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*," a copy of the same has been sent via certified mail, properly addressed and postage prepaid to all of the following persons on this the 14th day of July, 2014:

A. The person or persons, firm, association, or corporation last assessing the Subject Property for state taxes to the address on file in the Jefferson County Tax Collector's Office:

Brenda Jayne Fields
2253 Great Rock Road
Vestavia Hills, AL 35216

B. The record property owner or owners (including any owner or owners of an interest in the Subject Property) as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, at the owner or owners' last known address and at the address of the Subject Property:

Brenda Jayne Fields
2253 Great Rock Road
Vestavia Hills, AL 35216

C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official:

Regions Bank
529 Montgomery Highway
Vestavia Hills, AL 35216

Firststar Bank, N.A.
c/o Mortgage Electronic Registration Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026

D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or,

if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official:

There are no lien holders of record.

E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the Subject Property:

Brenda Jayne Fields
c/o Glenda Insman AKA Glenda Imsand
3313 Hastings Road SW
Huntsville, AL 35801

Brenda Jayne Fields
c/o James R. Sturdivant, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205

Jefferson County Sewer Service Office
Room 800
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203
Attention: Alicia

Birmingham Water Works
Room 800
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203
Attention: Monike Johnson

No other person is otherwise known to the City Clerk or to the Appropriate Municipal Official to have an interest in the Subject Property.

Contemporaneously with the filing of this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*," a copy of the same has been posted at or within three feet of an entrance to the building on the Subject Property.

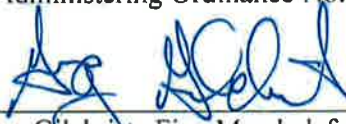
Contemporaneously with the filing of this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*," a copy of the same has been posted in three public places located

within the City: 1.) at Vestavia Hills Municipal Center, 2.) at the Vestavia Hills Library in the Forest, and 3.) at the Vestavia Hills Civic Center.

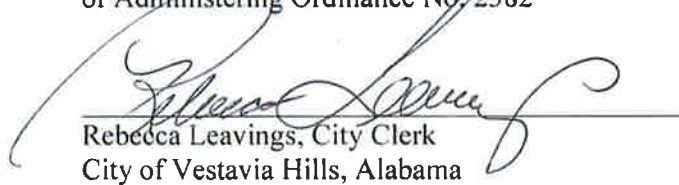
Notice that the Appropriate Municipal Official has made a finding that the Subject Property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing will be held on the date assigned herein will also be given to all interested parties and to the public at large by publication in the *Alabama Messenger*.



Keith Blanton, City of Vestavia Hills, Alabama Building Official and Appropriate Municipal Official for Purposes of Administering Ordinance No. 2382



Greg Gilchrist, Fire Marshal for City of Vestavia Hills, Alabama and Appropriate Municipal Official for Purposes of Administering Ordinance No. 2382



Rebecca Leavings, City Clerk
City of Vestavia Hills, Alabama

RESOLUTION NUMBER 4638

A RESOLUTION AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO INSTALL LANDSCAPING AT THE ENTRYWAYS OF SICARD HOLLOW ATHLETIC COMPLEX AND TO INSTALL FIELD NAMING SIGNS ON ROYAL AND MCCALLUM FIELDS

WHEREAS, the Vestavia Hills Park and Recreation Foundation gave a donation of \$220,000 to the City of Vestavia Hills for use at both Sicard Hollow Athletic Complex (“SHAC”) and McCallum Park; and

WHEREAS, an Interoffice Memorandum dated September 2, 2014 from the Public Services Director indicated a need for \$14,000 in landscaping at the entry of SHAC and installation of \$6,000 for naming signage at Royal Field and McCallum Field, a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 4638 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the Public Services Director’s recommendation and authorize the City Manager to take all actions necessary to landscape the entryway to SHAC and purchase/install naming signage at Royal Field and McCallum Field with the project funded from the earmarked contribution of the Park and Recreation Foundation.

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 perform all actions necessary to landscape the entryways of SHAC and purchase/install signage at Royal Fields and McCallum Field as described in the attached Exhibit A to be funded by a portion of the contribution from the Park and Recreation Foundation; and

2. This Resolution Number 4638 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 22nd day of September, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**City of Vestavia Hills Public Services
513 Montgomery Highway
Vestavia Hills, AL 35216
205.978.0150**

Interoffice Memo

September 2, 2014

TO: Jeff Downes
City Manager

FROM: Brian C. Davis *bed*
Public Services Director

RE: Non – Budgeted expenses

The Parks and Recreation Foundation presented the city with \$220,000 earlier this year for use at our Sicard Hollow and McCallum Parks. We have used this money to expand the parking lot at Sicard Hollow and install some signage, and last week the council approved using \$100,000 for the bridge and trail expansion at McCallum Park.

I would like to request \$14,000 for landscaping the entry ways at Sicard Hollow Park, as well as an additional \$6,000 for the installation of the field naming signs on Royal Field and McCallum Field (The signs have been paid for, but the installation requires additional fence posts and netting).

Although we already have the funds, due to the fact that they are unbudgeted, we need council approval. I am requesting unanimous consent for the expenditure of these funds at the September 8, 2014 meeting. We hope to have the installation completed by September 16 at the complex.

Please let me know if you have any questions or concerns with this request.

ORDINANCE NUMBER 2531

TO ESTABLISH THE TIME AND PLACE FOR REGULAR CITY COUNCIL MEETINGS; THE PROCEDURE FOR CALLING SPECIAL MEETINGS; ESTABLISH A QUORUM; ESTABLISH CONDUCT AND PROCEDURES FOR COUNCIL MEETINGS OF THE CITY OF VESTAVIA HILLS, ALABAMA; REPEALING ORDINANCE 2419.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, in session duly assembled and by authority thereof as follows:

GENERAL PURPOSE

SECTION 1. That the rules or order of procedure herein contained shall govern deliberations and meetings of the City Council of the City of Vestavia Hills, Alabama.

DATE, TIME AND PLACE OF REGULAR MEETINGS

SECTION 2. Regular meetings of the City Council shall be held on the second and fourth Mondays of each month at five o'clock (5:00) PM in the Council Chambers at Vestavia Hills Municipal Center. In the event that a regular meeting falls on a holiday or the first day of Spring Break, in such event, the Council shall pass a resolution to set a new time and date for said hearing. A regular work session of the City Council shall be held every third Thursday of the month, beginning at 5:00 PM. The Council may, at the discretion of the presiding officer, call a work session on the Thursday preceding any regular meeting of the City Council beginning at 4:30 PM; notice for said work session shall be posted not less than 24 hours prior to the work session as provided in the Open Meetings Act.

SPECIAL MEETINGS

SECTION 3. Special meetings may be held at the call of the Mayor by serving notice on each member of the Council not less than 24 hours before the time set for such special meetings; or special meetings may be held as provided by Section 11-43-50, of the Alabama Code, 1975, whenever two Council members, or the Mayor request, in

writing, that the Mayor call such meeting. Upon the failure or refusal of the Mayor to call such meeting when requested, the two Council members making the request shall have the right to call such meeting. Only those items of business for which the special meeting is convened shall be voted upon at said special meeting. All written notice shall state the specific purpose or purposes for such special meetings.

PUBLIC MEETINGS

SECTION 4. All meetings of the City Council shall be open and public, except when the Council meets in executive session as authorized by state law.

EXECUTIVE SESSION

SECTION 5. The Council may meet in executive session only for those purposes authorized by state law. When a Council member makes a motion to go into executive session for an enumerated purpose, the presiding officer shall put the motion to a vote. If the Council shall unanimously vote in favor of the motion, the body shall then move into executive session to discuss the matter for which the executive session was called. No action may be taken in an executive session. When the discussion has been completed, the Council shall resume its deliberations in public.

QUORUM

SECTION 6. The attendance of three members of the City Council, at any regular or special meeting, is necessary to constitute a quorum.

SECTION 7. Every officer, whose duty it is to report at the regular meetings of the Council, who shall be in default thereof, may be fined at the discretion of the Council.

AGENDA

SECTION 8. Any person, firm, partnership, corporation, association or other entity with business or applications to present to the City Council at a regular meeting must first make application with the City Clerk by noon on the Wednesday preceding the City Council meeting on the following Monday. The purpose of such applications is to provide the public and members of the City Council with advance notice of the

presentation and to afford them the opportunity to study and investigate the matter prior to the meeting. General comments from the public are invited at the end of each meeting.

The City Council may waive the requirement of such applications in cases of emergency or when the public interest may require it; provided, however, that such waiver shall be approved by a majority vote of those City Council members present at the meeting.

All items of a general or permanent nature or that include the expenditure of unbudgeted funds shall be announced at a first reading and heard at the next regularly scheduled meeting of the Council or shall be approved by a unanimous consent vote of the City Council members present prior to the commencement of said item of business.

ORDER OF BUSINESS

SECTION 9. The order of business shall be as follows:

1. A call to order.
2. Roll call.
3. Invocation and pledge of allegiance.
4. Announcements, and special recognitions.
5. Presentations
6. City Manager Reports
7. Mayor/Councilor Reports
8. Financial Reports – Finance Director/City Treasurer
9. Approval of minutes of prior meeting(s)
10. Resolutions, ordinances and orders of old business
11. Resolutions, ordinances and orders of new business
12. First Reading; Notice of Public Hearing
13. Comments from public
14. Motion for Adjournment

MOTIONS

SECTION 10.

- A. Motions shall be reduced to writing when required by the presiding officer or any other member of the City Council.
- B. No member shall speak on the same motion or subject without permission of the presiding officer.
- C. No person, not a member of the City Council, shall be allowed to address the same while in session without permission of the presiding officer.
- D. Motions to reconsider must be made by a member of the City Council who voted with the majority, and at the same or next succeeding meeting of the City Council.
- E. A roll call vote shall be taken for each vote taken by the City Council and the vote (“yeas” and “nays”) of each member shall be recorded; and any member may call for a division of the questions.

RULES OF ORDER

SECTION 11.

- A. All questions of order shall be decided by the presiding officer of the City Council with the right to appeal to the City Council by any members.
- B. The presiding officer of the City Council may, at his discretion, call any member to take the chair, to allow him to address the City Council, make a motion to discuss any other matter of issue.
- C. Unless otherwise stated, the latest edition of “Robert’s Rules of Order” shall govern the conduct of the meetings of the City Council.

ORDINANCES AND RESOLUTIONS

SECTION 12.

- A. All ordinances and resolutions shall be in writing.
- B. No ordinance or resolution intended to be of permanent operation shall be adopted by the City Council at the same meeting which it is introduced, unless unanimous consent of those present is given for the immediate

consideration of such ordinance or resolution, such consent to be shown by a vote taken by yeas and nays, and the names of the members voting shall be entered upon the minutes, and no ordinance or resolution intended to be of permanent operation shall become a law, unless on its final passage of a majority of the members elected to said City Council of the City of Vestavia Hills, Alabama, shall vote in its favor.

- C. All ordinances, resolutions or propositions submitted to the City Council which require the expenditure of funds shall lie over until the next regular meeting; provided, that such ordinances or resolutions may be considered earlier by unanimous consent of the City Council; and provided further, that this rule shall not apply to the current expenses of, or contracts previously made with, or regular salaries of officers, or wages of employees of the city or for previously budgeted items.
- D. All ordinances and resolutions intended to be of permanent operation shall be subject to the laws of the State of Alabama regarding veto of ordinances and resolutions and passage over veto as specifically set forth in Titles 11-45-3 and 11-45-4, et. seq., Code of Alabama, 1975.

AMENDMENT OF RULES OF PROCEDURE

SECTION 13. The procedural rules of the City Council may be altered, amended or temporarily suspended if a majority of the members of the City Council present at the meeting shall vote in favor to do so.

SECTION 14. The provisions of this Ordinance are hereby declared severable. If any provision or portion of this Ordinance is for any reason held to be invalid, such provision or portion shall be deemed a separate and independent provision and such holding shall not affect the validity of the remainder thereof.

ATTENDANCE OF DEPARTMENT HEADS

SECTION 15. The following Department Heads and such other officers, employees and representatives of the City of Vestavia Hills, Alabama, shall attend all

meetings of the City Council and shall remain in the Council Room for such length of time as the City Council or Mayor may direct:

- A. City Manager
- B. City Clerk
- C. City Treasurer
- D. City Attorney

All other Department Heads, officers, employees and representatives of the City of Vestavia Hills shall attend at the request of the City Manager, Mayor and/or City Council or when said Department Head has business or a request to be presented to the City Council.

EFFECTIVE DATE

SECTION 16. This Ordinance shall become effective immediately upon its approval and adoption. Any and all resolutions and ordinances, which are contrary to or in conflict with the terms and provisions of the Ordinance Number 2248, are hereby rescinded and repealed.

APPROVED and ADOPTED this the 22nd day of September, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2531 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 22nd day of September, 2014, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2532

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS PUD (PLANNED UNIT DEVELOPMENT) TO VESTAVIA HILLS PUD (PLANNED UNIT DEVELOPMENT) WITH REVISIONS.

WHEREAS, on February 23, 2009, the City Council of the City of Vestavia Hills, Alabama adopted and approved Ordinance Number 2253 to rezone 87 +/- acres known as Patchwork Farms pursuant to a certain application dated December 8, 2008 (revised 2/26/09) to Vestavia Hills Planned Unit Development (“PUD”) subject to the development plan included in said application; and

WHEREAS, planning charrettes and subsequent land transactions have caused the overall development of the PUD and the Mayor and City Council feel it is in the best public interest to revise said PUD zoning pursuant to a certain application dated July 10, 2014 and entitled “First Amendment to Patchwork Farm Planned Unit Development Zoning Application and Development Plan” a copy of which is marked as Exhibit A which is attached to and incorporated into this Ordinance Number 2532 as though written fully therein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills PUD (planned unit development) to Vestavia Hills PUD (planned unit development) pursuant to Exhibit A, attached;

Patchwork Farms "School Parcel" and Anglin Property"
City of Vestavia Hills and Vestavia Hills Board of Education, owner(s)

EXHIBIT A-1

Legal Description of School Property

A parcel of land situated in the NW ¼ of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, Birmingham Division, being more particularly described as follows: Begin at the Northwest corner of the SE ¼ of the NW ¼ of Section 34, Township 18 South, Range 2 West, being a found 3" capped pipe; thence in a Southerly direction along the West line of said ¼-¼ section a distance of 324.26 feet to a 2" capped pipe found; thence 53 degrees 35'00" to the left in a Southeasterly direction a distance of 714.00 feet to a 2" pipe found; thence 131 degrees 38'56" to the left in a Northwesterly direction a distance of 199.55 feet to a 2" capped pipe found; thence 87 degrees 53'00" to the right in a Northeasterly direction a distance of 633.40 feet to a GSA capped rebar found on the Westerly right of way line of Old Caldwell Mill Road, being the P.C. (point of curve) of a curve to the left having a radius of 1884.86 feet and a central angle of 6 degrees 26'44"; thence 60 degrees 05'11" to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve and along the Westerly right of way line of said Old Caldwell Mill Road a distance of 212.04 feet to a GSA capped rebar found being the P.T. (point of tangent); thence tangent to said curve in a Northeasterly direction and along the Westerly right of way line of said Old Caldwell Mill Road a distance of 64.91 feet to a GSA capped rebar found, being the P.C. (point of curve) of a curve to the left having a radius of 188.59 feet and a central angle of 57 degrees 02'48"; thence in a Northeasterly, Northerly and Northwesterly direction along the arc of said curve and along the Westerly right of way line of said Old Caldwell Mill Road a distance of 187.77 feet to a WSE capped rebar set, being the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northwesterly direction and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 146.63 feet to a GSA capped rebar found, being the P.C. (point of curve) of a curve to the left having a radius of 379.44 feet and a central angle of 20 degrees 23'12"; thence in a Northwesterly direction along the arc of said curve and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 135.01 feet to a GSA capped rebar found; being the P.T. (point of tangent); thence tangent to said curve in a Northwesterly direction and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 134.32 feet to a GSA capped rebar found, being the P.C. (point of curve) of a curve to the right having a radius of 2637.29 feet and a central angle of 3 degrees 21'00"; thence in a Northwesterly direction along the arc of said curve and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 154.20 feet to a GSA capped rebar found, being the P.T. (point of tangent); thence tangent to said curve in a Northwesterly direction and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 226.04 feet to a WSE capped rebar set; thence 0 degrees 45'28" to the right in a Northwesterly direction and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 148.81 feet to a GSA capped rebar found; thence 80 degrees 15'29" to the left in a Southwesterly direction (leaving said right of way line) a distance of 689.17 feet to the Point of Beginning.

EXHIBIT A-2

Legal Description of Additional Property

0.56 +/- acres, Cahaba River Road
City of Vestavia Hills

More Particularly Described as follows:

Part of the SW ¼ of the SE ¼ of Section 27, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

Beginning at an existing 2 inch open top iron pipe being the locally accepted SW corner of said SW ¼ of SE ¼ of said Section 27; run in an Easterly direction along the South line of said ¼ - ¼ section for a distance of 262.37 feet to an existing iron rebar set by GSA and being on the Southwest right of way line of Cahaba River Road; thence turn an angle to the left of 144° 41' 06" and run in a Northwesterly direction along the Southwest right of way line of Cahaba River Road for a distance of 323.71 feet to an existing iron rebar set by Weygand and being on the West line of said SW ¼ of SE ¼ of said Section 27; thence turn an angle to the left of 125° 51' 24" and run in a Southerly direction for a distance of 187.13 feet, more or less, to the point of beginning; Containing 0.56 acres, more or less.

APPROVED and ADOPTED this the 22nd day of September 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2532 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 22nd day of September 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk

**FIRST AMENDMENT
TO
PATCHWORK FARM PLANNED UNIT
DEVELOPMENT ZONING APPLICATION AND
DEVELOPMENT PLAN**

DATE: July 10, 2014

**FIRST AMENDMENT
TO
PATCHWORK FARM PLANNED UNIT DEVELOPMENT ZONING APPLICATION
AND DEVELOPMENT PLAN**

THIS FIRST AMENDMENT TO PATCHWORK FARM PLANNED UNIT DEVELOPMENT ZONING APPLICATION AND DEVELOPMENT PLAN (this "Amendment") is dated as of July 10, 2014 and is submitted by **CITY OF VESTAVIA HILLS, ALABAMA**, a municipal corporation ("Developer"), and **VESTAVIA HILLS BOARD OF EDUCATION** (the "School Board").

RECITALS:

Developer and the School Board have heretofore submitted certain real property situated in the City of Vestavia Hills, Jefferson County, Alabama owned by each of them to the Patchwork Farm Planned Unit Development Zoning Application and Development Plan dated December 3, 2008, as revised on February 26, 2009 (the "PUD Plan") which was approved by the Planning and Zoning Commission of the City of Vestavia Hills, Alabama and the City Council of the City of Vestavia Hills, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the PUD Plan.*

The School Board is the owner of that portion of the Property consisting of approximately 22.19 acres, more or less (the "School Board Property"), which is more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference.

Developer is the owner of that certain parcel of land situated directly adjacent to the Property consisting of approximately 0.56 acres, more or less (the "Additional Property"), which is more particularly described in Exhibit A-2 attached hereto and incorporated herein by reference. The Additional Property is not currently subject to the PUD Plan but Developer desires to submit the same to the terms and provisions of the PUD Plan.

Developer and the School Board desire to amend the PUD Plan in order to (a) change the land use district classification for the School Property from Planned Single-Family Conditional Use (PR-1-CU) to Planned Business (PB), (b) add the Additional Property to the terms and provisions of the PUD Plan, (c) reflect the proper acreage of the Nature Park Parcel acreage (which has been reduced as a result of the increase in the size of the LifeTime Parcel to include two (2) storm water detention areas which were originally planned within the Nature Park Parcel but which acreage will be increased by portions of the Property being added to the Nature Park Parcel), (c) modify the PR-1 land use district requirements set forth in the PUD Plan to limit the total number of single-family dwellings (whether attached or detached) within the PR-1 land use district to five (5) single-family residential dwellings and (d) provide that within the PB land use districts of the Property, up to 270 attached dwellings may be located within the PB land use districts of the Property.

NOW, THEREFORE, Developer and the School Board hereby adopt this Amendment as an amendment to the PUD Plan in accordance with the following terms and conditions:

1. **MASTER PLAN AND INTENT.**

(a) Paragraph 3(a)(ii) of the PUD Plan is deleted in its entirety and the phrase “Intentionally Deleted” is substituted in lieu thereof.

(b) The fourth sentence of Paragraph 3(b)(i) of the PUD Plan which begins “[T]hese conditional uses include and are shown on the Zoning Plan and Conceptual Development Plan, as hereinafter defined) the following” is deleted in its entirety and the following is substituted in lieu thereof:

“These conditional uses include (and are shown on the Zoning Plan and Conceptual Development Plan, as hereinafter defined) (x) Lot 1C, according to the Patchwork Farms Lot 1 Resurvey Final Plat recorded in Map Book 235, Page 45 Probate Office of Jefferson County, Alabama and Lot 2, according to the Survey of Patchwork Farms Subdivision Final Plat recorded in Map Book 235, Page 45 in said Probate Office which are owned by third parties (which are not being rezoned or otherwise affected by this Amendment) and (y) the Nature Park Parcel, as hereinafter defined, which, pursuant to this PUD Plan is limited to specific uses and is subject to the conditional use request approved in the original PUD Plan. The PUD zoning method will allow Developer to incorporate a combination of uses which cannot be achieved in standard zoning districts;”

(c) From and after the date of this Amendment, any and all references in the PUD Plan to the acreage of the Nature Park Parcel shall mean and refer to “the actual acreage of the Nature Park Parcel, but in no event less than 8.00 acres”.

2. **PLANNING CRITERIA OF THE PUD.**

(a) **Development Schedule.** Paragraph 4(d) of the PUD Plan is amended by deleting the reference to the LifeTime Parcel containing “12.37 acres, more or less” and by substituting in lieu thereof “16.03 acres, more or less”. From and after the date of this Amendment, any and all references in the PUD Plan to the acreage of the LifeTime Parcel shall mean and refer to “16.03 acres, more or less”.

(b) Paragraph 4(e) of the PUD Plan is deleted in its entirety and the following is substituted in lieu thereof:

“(e) **QUANTITATIVE DATA.**

(i) Acreage planned for each land use district within the PUD is approximately as follows:

<u>Land Use District</u>	<u>Gross Acreage (approximate)</u>
Planned Single-Family (PR-1)	3.09
Planned Business (PB)	<u>78.79</u>
Total	<u>82.46</u>

(ii) Within the PR-1 land use district of the Property, there shall be no more than five (5) total dwelling units (whether attached or detached dwelling units). This equals a density of 1.6 units per acre within in the PR-1 land use district of the Property. Specific areas within the PR-1 land use district of the Property may exceed this overall density per acre so long as the total number of dwellings (whether attached or detached) within all of the PR-1 land use district of the Property does not exceed, in the aggregate, a total of five (5) dwelling units;

(iii) Within the PB land use districts of the Property, attached dwellings (including dwellings constructed above office and retail space) are specifically allowed as a permitted use, which development may include vertical development with mixed-uses within the same building. No detached dwellings will be allowed in the PB land use districts of the Property. With respect to all of the Property within the PB land use districts, there shall be no more than 270 total dwelling units (which equals a density of 3.4 units per acre within the entire PB land use district of the Property). Specific areas within the PB land use districts of the Property may exceed this overall density per acre so long as the total number of dwellings within the entire PB land use districts of the Property does not exceed, in the aggregate, a total of 270 dwelling units;

(iv) Notwithstanding anything provided herein or in the Zoning Ordinance or PUD Ordinance to the contrary, both attached and detached garages shall be allowed throughout the PR-1 and PB land use districts of the Property; and

(v) The Property will be exempted from the typical and more conventional zoning and building regulations of the City’s Zoning Ordinance regarding setbacks, signage, on-street and off-street parking and greenbelts (or buffers). All development affecting the Property shall be subject to the Restrictive Covenants, as hereafter defined, and the Development Guidelines, as hereinafter defined, which will be established for each phase of development and each land use classification for the Property. As required by the provisions of the PUD Ordinance, the Property will be developed in accordance with the Development Criteria specified in Exhibit D and Exhibit E-1 attached hereto and incorporated herein by reference (collectively, the “Development Criteria”).

Capitalized terms used in the Development Criteria shall have the same meanings as set forth in this PUD Plan.”

(c) Open Space Plan. Paragraph 4(h) of the PUD Plan is amended by deleting said Paragraph in its entirety and by substituting in lieu thereof the following:

“(h) OPEN SPACE PLAN. The minimum amount of Open Space, as herein defined, for the Property shall be 15% of the gross acreage of all of the Property. As used herein, the term “Open Space” means any natural areas, buffers, landscaped areas, the Nature Park Parcel, walking trails, sidewalks, streams, storm water retention and detention areas and facilities, parks, greens, and any other areas which do not constitute Impervious Surfaces, as such term is defined in Exhibit E-1 hereto. The current Open Space areas of the Property may change from time to time so long as at least 15% of the gross acreage of the Property constitutes Open Space.”

3. MISCELLANEOUS MATTERS.

(a) Paragraph 5(c) of the PUD Plan is amended by adding the following at the beginning of said Paragraph 5(c):

“The Nature Park Parcel (the “Nature Park Parcel”) is shown on the Zoning Plan. Developer reserves the right, in its sole and absolute discretion and without any requirement to amend this PUD Plan or obtain additional approvals, to (1) add additional property to the Nature Park Parcel and/or (2) remove property from the Nature Park Parcel and otherwise adjust and alter the boundaries of the Nature Park Parcel so long as the minimum acreage of the Nature Park Parcel is at all times equal to at least 8.00 acres.”

(b) Paragraph 5(d) of the PUD Plan is amended by deleting the third sentence thereof and by substituting in lieu thereof the following:

“Any and all amendments to this PUD Plan must be in writing and must be specifically approved by Developer, the School Board (even after any sale or transfer of the School Board Property, in whole or in part, to any third party), and the person requesting such amendment to this PUD Plan.”

(c) Paragraph 5(e)(ii) of the PUD Plan is deleted in its entirety and the phrase “Intentionally Deleted” is substituted in lieu thereof.

(d) Paragraph 5(e)(iv) of the PUD Plan is deleted in its entirety and phrase “Intentionally Deleted” is substituted in lieu thereof.

(e) Any and references in the PUD Plan to the “Playing Fields Parcel” are deleted in their entirety.

(f) Any and all references in the PUD Plan to the "School Parcel" shall mean and refer to the "School Property" described in this Amendment.

4. **EXHIBITS.**

(a) **Exhibit A** attached to the PUD Plan is amended by add thereto **Exhibit A-2** hereto which is the legal description of the Additional Property.

(b) **Exhibit B** attached to the PUD Plan is deleted in its entirety and **Exhibit B-1** attached to this Amendment is substituted in lieu thereof.

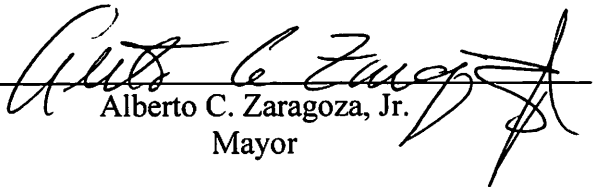
(c) **Exhibit E** attached to the PUD Plan is deleted in its entirety and **Exhibit E-1** attached hereto and incorporated herein by reference is substituted in lieu thereof.

(d) **Exhibit G** attached to the PUD Plan is deleted in its entirety and **Exhibit G-1** attached hereto and incorporated herein by reference is substituted in lieu thereof.

5. **FULL FORCE AND EFFECT.** Except as expressly modified and amended by this Amendment, the PUD Plan shall remain in full force and effect and is hereby ratified, confirmed and approved.

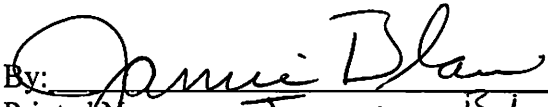
IN WITNESS WHEREOF, Developer and the School Board have caused this Amendment to be executed as of the day and year first above written.

CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation

By: 
Alberto C. Zaragoza, Jr.
Mayor

By: 
Jeff Downes
City Manager

VESTAVIA HILLS BOARD OF EDUCATION

By: 
Printed Name: Jamie Blain
Its: Superintendent

APPROVAL OF APPLICATION

The foregoing First Amendment to Patchwork Farm Planned Unit Development Zoning Application and Development Plan and its incorporated terms and conditions are hereby accepted and approved.

**THE PLANNING AND ZONING COMMISSION OF
THE CITY OF VESTAVIA HILLS, ALABAMA**

By: _____
Chairman

**CITY COUNCIL COUNCIL OF THE CITY OF
VESTAVIA HILLS, ALABAMA**

By: _____
Its: _____

EXHIBIT A-1

Legal Description of School Property

A parcel of land situated in the NW ¼ of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, Birmingham Division, being more particularly described as follows: Begin at the Northwest corner of the SE ¼ of the NW ¼ of Section 34, Township 18 South, Range 2 West, being a found 3" capped pipe; thence in a Southerly direction along the West line of said ¼-¼ section a distance of 324.26 feet to a 2" capped pipe found; thence 53 degrees 35'00" to the left in a Southeasterly direction a distance of 714.00 feet to a 2" pipe found; thence 131 degrees 38'56" to the left in a Northwesterly direction a distance of 199.55 feet to a 2" capped pipe found; thence 87 degrees 53'00" to the right in a Northeasterly direction a distance of 633.40 feet to a GSA capped rebar found on the Westerly right of way line of Old Caldwell Mill Road, being the P.C. (point of curve) of a curve to the left having a radius of 1884.86 feet and a central angle of 6 degrees 26'44"; thence 60 degrees 05'11" to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve and along the Westerly right of way line of said Old Caldwell Mill Road a distance of 212.04 feet to a GSA capped rebar found being the P.T. (point of tangent); thence tangent to said curve in a Northeasterly direction and along the Westerly right of way line of said Old Caldwell Mill Road a distance of 64.91 feet to a GSA capped rebar found, being the P.C. (point of curve) of a curve to the left having a radius of 188.59 feet and a central angle of 57 degrees 02'48"; thence in a Northeasterly, Northerly and Northwesterly direction along the arc of said curve and along the Westerly right of way line of said Old Caldwell Mill Road a distance of 187.77 feet to a WSE capped rebar set, being the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northwesterly direction and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 146.63 feet to a GSA capped rebar found, being the P.C. (point of curve) of a curve to the left having a radius of 379.44 feet and a central angle of 20 degrees 23'12"; thence in a Northwesterly direction along the arc of said curve and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 135.01 feet to a GSA capped rebar found; being the P.T. (point of tangent); thence tangent to said curve in a Northwesterly direction and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 134.32 feet to a GSA capped rebar found, being the P.C. (point of curve) of a curve to the right having a radius of 2637.29 feet and a central angle of 3 degrees 21'00"; thence in a Northwesterly direction along the arc of said curve and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 154.20 feet to a GSA capped rebar found, being the P.T. (point of tangent); thence tangent to said curve in a Northwesterly direction and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 226.04 feet to a WSE capped rebar set; thence 0 degrees 45'28" to the right in a Northwesterly direction and along the Southerly right of way line of said Old Caldwell Mill Road a distance of 148.81 feet to a GSA capped rebar found; thence 80 degrees 15'29" to the left in a Southwesterly direction (leaving said right of way line) a distance of 689.17 feet to the Point of Beginning.

EXHIBIT A-2

Legal Description of Additional Property

0.56 +/- acres, Cahaba River Road
City of Vestavia Hills

More Particularly Described as follows:

Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

Beginning at an existing 2 inch open top iron pipe being the locally accepted SW corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 27; run in an Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 262.37 feet to an existing iron rebar set by GSA and being on the Southwest right of way line of Cahaba River Road; thence turn an angle to the left of $144^{\circ} 41' 06''$ and run in a Northwesterly direction along the Southwest right of way line of Cahaba River Road for a distance of 323.71 feet to an existing iron rebar set by Weygand and being on the West line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 27; thence turn an angle to the left of $125^{\circ} 51' 24''$ and run in a Southerly direction for a distance of 187.13 feet, more or less, to the point of beginning; Containing 0.56 acres, more or less.

EXHIBIT B-1

Zoning Plan

PUD EXHIBIT B-1 ZONING PLAN

PATCHWORK FARM A MASTER PLANNED DEVELOPMENT

VESTAVIA HILLS, ALABAMA JULY 9, 2014

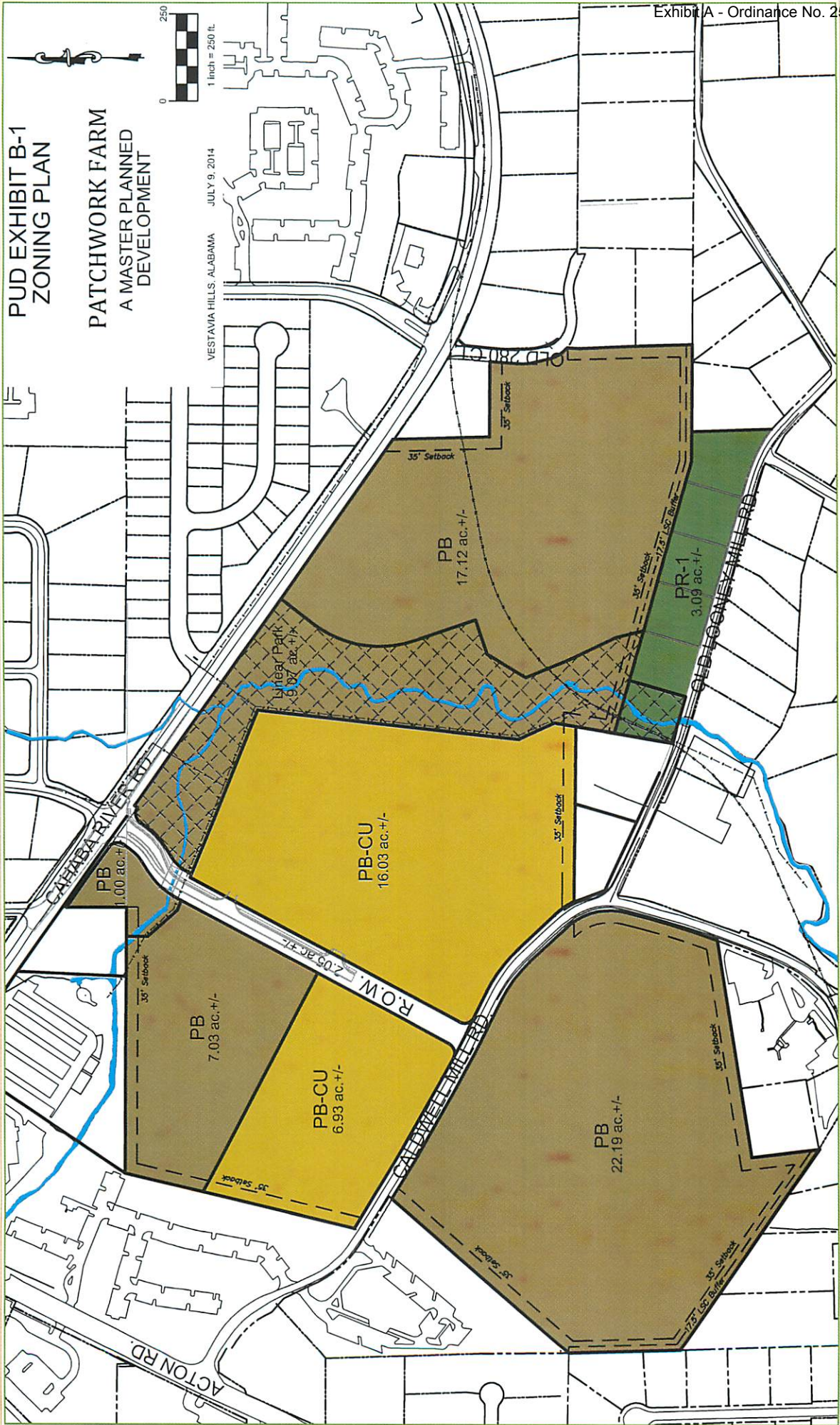


EXHIBIT E-1**PATCHWORK FARM
DEVELOPMENT CRITERIA FOR PLANNED BUSINESS (PB) DISTRICTS****1. Minimum/Maximum Land Use Density and Use.**

(a) The Zoning Plan for the Property indicates that approximately 78.79 acres, more or less, of the Property will be developed as part of the PB land use districts for the Property (which acreage includes the Nature Park Parcel and the LifeTime Parcel). The maximum building space density for the PB land use districts of the Property shall be 22,500 gross square feet of floor space per gross acre. In addition, the total square footage of “Impervious Surfaces”, as defined below, shall not exceed eighty-five percent (85%) of the total square footage of land area within the entire PB land use districts of the Property. Specific areas within the PB land use districts of the Property may exceed this overall limitation per acre so long as the total percentage of Impervious Surfaces within all of the PB land use districts does not, in the aggregate, exceed 85% of the total land area with the PB land use districts for the Property. The ARC established under the Restrictive Covenants for the Property may, without further action or approval by the City, adopt more restrictive density requirements than those set forth above; however, any increase in the above maximum building space density requirements must be approved by the City. The proposed development of the PB land use districts may include any of the permitted uses for PB land use districts pursuant to Section 7.09.5.A.5.a. of the PUD Ordinance. As used herein, the term “Impervious Surfaces” shall mean the total square footage of all (a) roofs and (b) roads, streets, roadways, sidewalks and parking areas which are paved with either concrete or asphalt which are located within the PB land use districts within the Property, but specifically excluding any areas of any such streets, roadways, sidewalks or parking areas which are landscaped.

(b) The PUD Ordinance allows attached single-family dwellings within PB land use districts, which may include multi-family dwellings and accessory structures. However, the maximum number of single-family attached dwelling units which may exist within the PB land use districts of the Property shall in no event exceed 270 units (which equals (based on the gross acreage of the PB land use districts within the Property) a density of 3.4 units per acre; provided, however, that (i) the actual number of attached single-family dwellings situated within any area of the PB land use districts of the Property may exceed the foregoing density (expressed in units per acre) so long as the maximum number of single-family dwelling units constructed within the PB land use districts of the Property does not exceed 270 units in the aggregate and (ii) the Restrictive Covenants and the ARC established under the Restrictive Covenants may further limit, restrict and even prohibit attached single-family residential units within specific areas or lots within the PB land use districts of the Property. Institutional uses which include residential developments which are nursing homes, assisted living facilities or age-restricted facilities (under Federal law and the Fair Housing Act) and contain a dining area with a kitchen for on-site food preparation (collectively, “Institutional Uses”) shall not constitute single-family residential units for the purposes of the foregoing restriction on the number of units allowed within the PB land use districts of the Property.

(b) Notwithstanding anything provided herein to the contrary, the following uses are prohibited within the PB land use districts of the Property:

- (i) Bowling alleys;
- (ii) Amphitheatres;
- (iii) Car dealerships;
- (iv) Funeral homes;
- (v) Adult book, video or entertainment centers;
- (vi) Tattoo parlors; and
- (vii) Pawn shops.

2. **Setbacks/Yards.** The Restrictive Covenants for the Property or the ARC established under such Restrictive Covenants may specify and establish for each lot or development within the PB land use districts of the Property minimum building setback/yard requirements for each lot or development. The PB land use districts within the Property will be developed as a village or town center style development which will encourage street-front buildings which will have no minimum setback requirements except for the perimeter setback described below. Notwithstanding the foregoing, the only setback requirements for any portion of the Property situated within the PB land use districts for the Property shall be a 35-foot perimeter setback for any portion of the Property situated within the PB land use districts which abuts adjacent properties which do not constitute part of the Property subject to this PUD Plan (as shown on the Zoning Plan). For example, the 35-foot perimeter setback requirement is only applicable to buildings built along the exterior boundaries of the PB land use districts of the Property which do not abut, or are not situated across a public road from, other portions of the Property. The foregoing perimeter setback requirement shall not apply to any portions of the Property (a) lying within the PB land use districts for the Property which abut any other portions of the Property subject to this PUD Plan (*e.g.*, the PB land use districts which abuts Caldwell Mill Road are not subject to the foregoing perimeter setback requirements because the PB land use districts lying on either side of Caldwell Mill Road are both zoned as part of the PB land use districts created by the PUD Plan; however, the PB land use district which is situated west of Caldwell Mill Road is adjacent to a single-family residential area and accordingly, the 35-foot perimeter setback established above applies to the rear portion of such PB land use district which abuts adjacent the single-family residential area; and further, any portions of the PB land use districts adjacent to the Nature Park Parcel are not subject to the foregoing perimeter setback requirement since the Nature Park Parcel is part of the PB land use districts within the Property) or (b) which abut public roadways. The aforesaid perimeter setback is shown on the Zoning Plan.

3. **Floor Areas.** No minimum or maximum square footage requirements shall apply to any buildings within the PB land use districts of the Property other than attached single-family

residential dwellings which shall have a minimum floor area, as defined in **Exhibit D** hereof, of not less than 750 square feet.

4. **Minimum Lot Widths.** None.

5. **Signage.** Developer shall have the right to install and maintain within all public or private rights-of-way (including medians) of the Property permanent street signage, directional signage for Property amenities, facilities, schools and other governmental facilities or providing directions to any of the foregoing and project identification signage.

6. **Maximum Building Height.** The Restrictive Covenants or Development Guidelines applicable to the PB land use districts of the Property may specify maximum building heights; provided, however, that (a) with respect to any multi-family residential uses or any Institutional Uses within the PB land use districts of the Property, the provisions of Section 6.9.5.2(c) of the PUD Ordinance shall be applicable (as further limited by the provisions of this Paragraph 6) and (b) in no event shall any building within the PB land use districts of the Property exceed four (4) total stories or a total height in excess of 66 feet measured from the ground level of such building, whichever is less.

7. **Loading and Off-Street Parking Requirements.**

(a) Each development within any of the PB land use districts for the Property shall provide a service yard or service area of adequate size and location to facilitate trash removal and for loading and unloading of merchandise, materials and otherwise handling deliveries. Such service yards or areas shall be paved, be accessible to a public street, be located (to the extent practicable) at the rear or on the side of the building/development, be enclosed on at least three (3) sides and be screened (to the extent practicable) from view from any public street by walls, fences or landscaping. The ARC established under the Restrictive Covenants, shall approve the design, location and method of screening of all loading facilities and service yards or service areas.

(b) The minimum parking requirements set forth in the City's Zoning Ordinance shall be applicable to all of the PB land use districts of the Property; provided, however, that (a) each lot or building within the PB land use districts of the Property shall not be required to satisfy on an individual lot or building basis such minimum parking requirements if common, community or shared parking is available within the Property which satisfies such minimum parking requirements; (b) reciprocal parking rights may be utilized so long as the provisions of Section 9.03 of the Zoning Ordinance are satisfied and (c) because of the village or town center style development contemplated for the PB land use districts of the Property, on-street parking spaces shall be counted in determining whether off-street parking requirements are satisfied. All off-street parking lots shall be landscaped and constructed pursuant to plans approved by the ARC under the Restrictive Covenants.

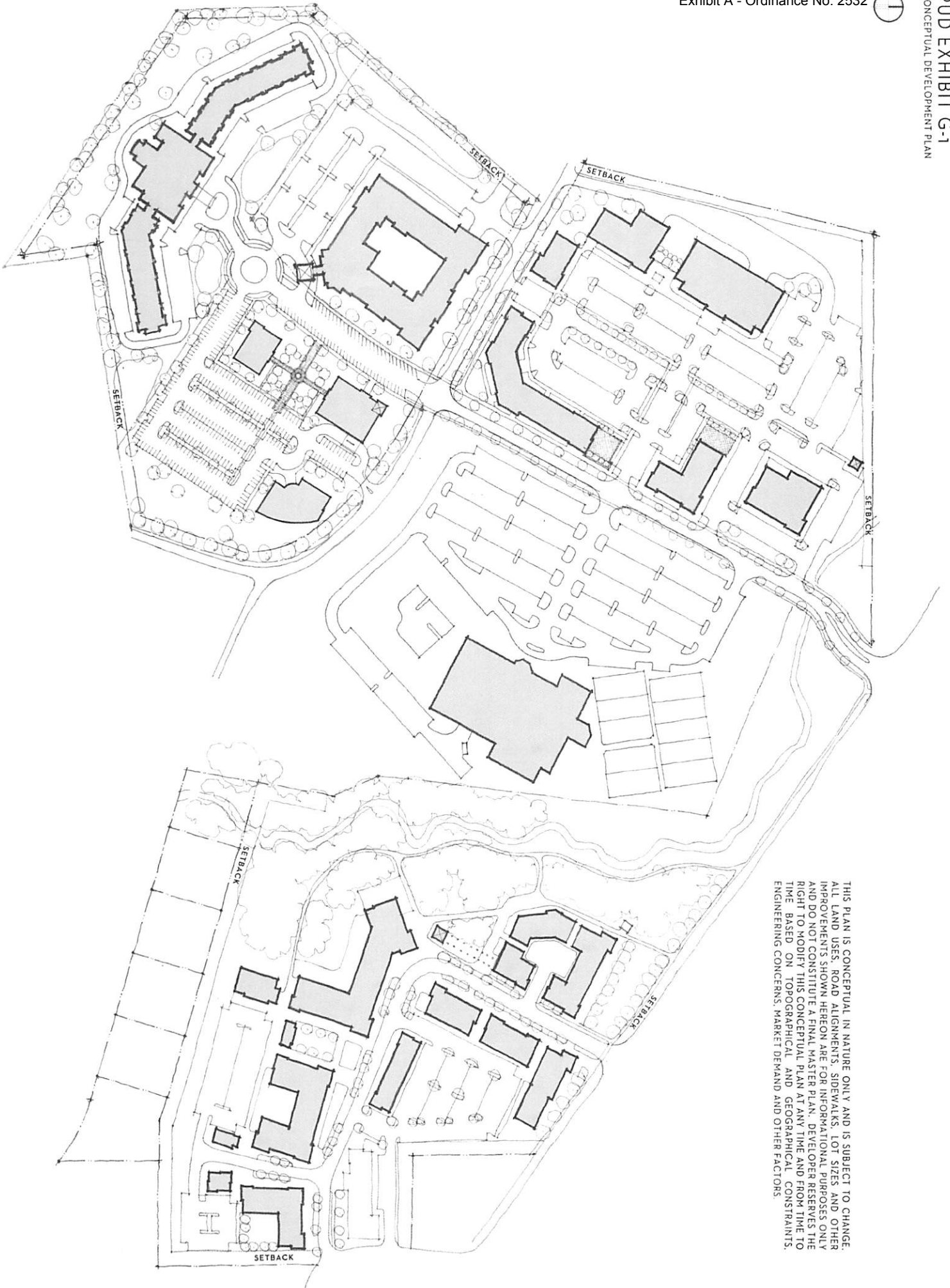
8. **Greenbelt Requirements.** A 17.5 foot wide landscaping buffer which must satisfy the requirements for buffers set forth in Article IX of the City's Landscaping Guidelines must be maintained on those areas of the PB land use districts as shown on the Zoning Plan. The

permitted uses within the PB land use districts include various uses ranging from commercial uses to attached single-family residential uses which uses could be construed as “incompatible” uses. However, there shall be no greenbelt or buffer requirements between any of the different uses allowed within the PB land use districts.

9. **Exterior Lighting.** Parking lot, exterior building and all other exterior lighting on the PB land use districts for the Property shall satisfy the minimum standards established by the ARC under the Restrictive Covenants for the Property; provided, however, that exterior building, parking lot and security lighting for any portions of the PB land use districts which are located immediately adjacent to or abut detached single-family dwelling residential areas shall be designed and constructed to avoid, to the extent practicable, excessive intrusion onto the adjacent residential areas by shortening light poles, spacing of light poles and utilizing high cut-off angles to minimize glare onto such residential areas.

10. **Conditional Uses.** Any future conditional uses (other than the conditional uses previously approved in the PUD Plan for the LifeTime Parcel and the Nature Park Parcel) within the PB land use districts of the Property must be approved as provided in the PUD Ordinance.

EXHIBIT G-1
Conceptual Development Plan



THIS PLAN IS CONCEPTUAL IN NATURE ONLY AND IS SUBJECT TO CHANGE. ALL LAND USES, ROAD ALIGNMENTS, SIDEWALKS, LOT SIZES AND OTHER IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE A FINAL MASTER PLAN. DEVELOPER RESERVES THE RIGHT TO MODIFY THIS CONCEPTUAL PLAN AT ANY TIME AND FROM TIME TO TIME BASED ON TOPOGRAPHICAL AND GEOGRAPHICAL CONSTRAINTS, ENGINEERING CONCERNS, MARKET DEMAND AND OTHER FACTORS.

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

Date: AUGUST 14, 2014

- **CASE:** P-0814-37
- **REQUESTED ACTION:** Amendment to Patchwork Farms PUD
- **ADDRESS/LOCATION:** Healthy Way. Caldwell Mill Rd
- **APPLICANT/OWNER:** City of Vestavia Hills & Vestavia Hills Board of Education
- **REPRESENTING AGENT:** Doug Neil, Daniel Corp.
- **GENERAL DISCUSSION:** The primary change in the PUD is the rezoning the 22.19 ac. +/- formally owned by the VHCS from PR-1 to PB. This is to accommodate potential commercial and office opportunities, led by the master developer, Daniel Corp. Other changes include accurately measuring the acreage of the nature park, limiting single family home to 5 in the PR-1 district, and allowing 270 attached units in the PB district.
- **CAHBA HEIGHTS COMMUNITY PLAN:** The request is consistent with the plan for planned mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Burrell made a motion to recommend the Amendment to the Patchwork PUD with the condition that the developers continue to communicate with the neighbors. Second was by Mr. Goodwin. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. Sharp – yes

Mr. Larson – yes

Mr. Burrell – yes

Mr. Wolfe – yes

Mr. House – yes

Motion carried.

ORDINANCE NUMBER 2533

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-4 TO VESTAVIA HILLS B-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-4 (residential) Vestavia Hills B-2:

3207 Bearden Court
Betty A. Thompson and Village Gardens, LLC, owner(s)

More particularly described as follows:

A part of the south half of the southeast quarter of the southeast quarter of Section 15, Township 18, Range 2 West, more particularly described as follows:

Commence 495 feet north of the southwest corner of said quarter-quarter section; run thence east 99.19 feet more or less to the point of beginning; thence continue east for 195 feet more or less to a point; thence north 165 feet more or less to a point on the southerly right-of-way line of Bearden Court; thence westerly along said right-of-way line 295.16 feet more or less to a point on the easterly right-of-way line of Crosshaven Drive; thence southerly along said right-of-way line 82.35 feet more 01' less to a point; thence east 99,76 feet more or less to a point; thence southerly 82.37 feet more or less to the point of beginning.

APPROVED and ADOPTED this the 22nd day of September 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

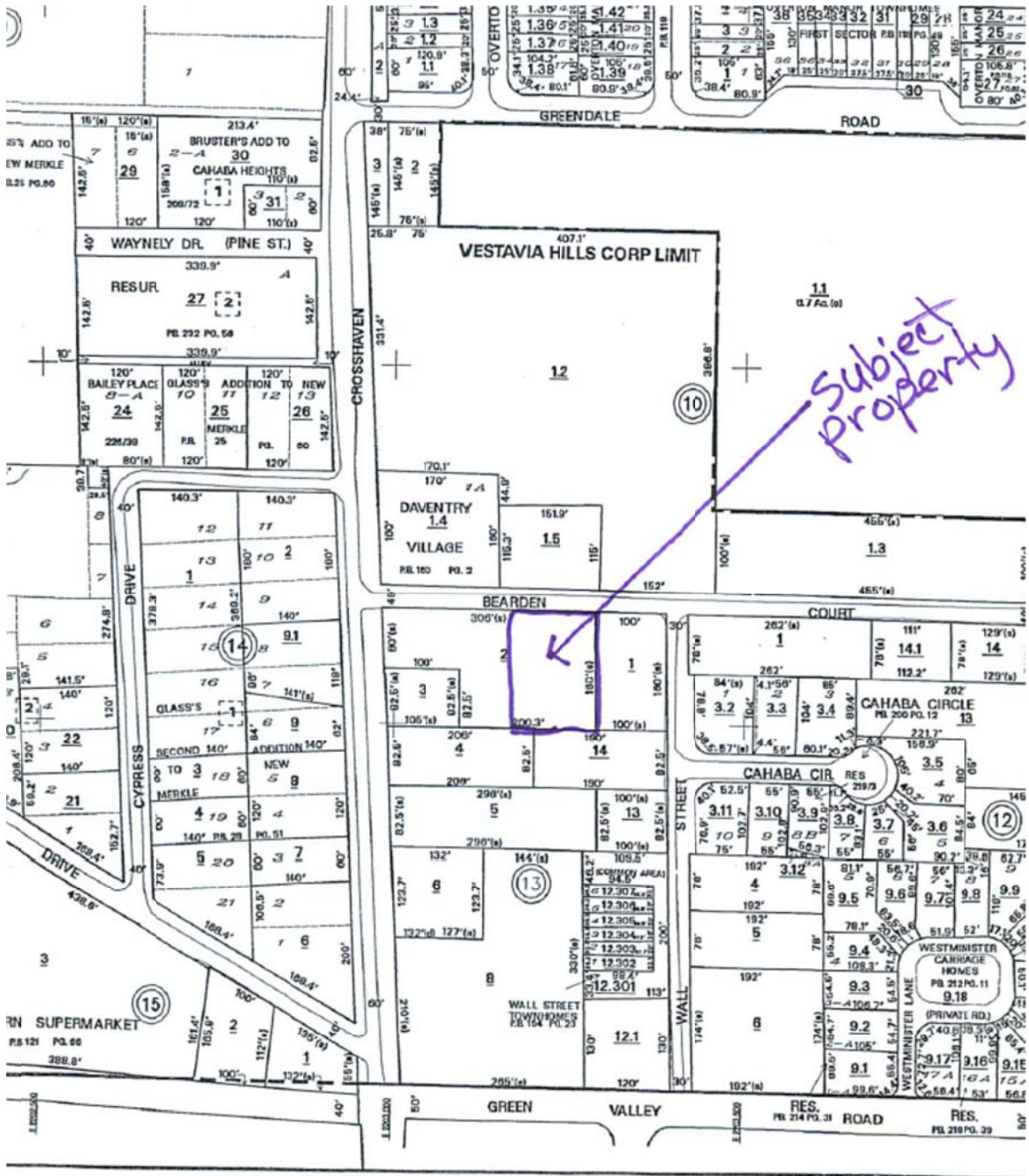
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2533 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 22nd day of September 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



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

Date: AUGUST 14, 2014

- **CASE:** P-0414-07
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-4 to Vestavia Hills B-2.
- **ADDRESS/LOCATION:** 3207 Bearden Ct.
- **APPLICANT/OWNER:** Fowl Play, Inc.
- **REPRESENTING AGENT:** Charlie Beavers
- **GENERAL DISCUSSION:** Lot is located at the intersection of Bearden Ct. and Crosshaven Dr. 2/3 of lot is already zoned B-2 however, this is not a survey-able area. The proposed rezoning would rezone the entire parcel B-2. The applicant proposes a Zaxby's restaurant with a drive-thru. The site plan is attached and seems to meet all requirements on the zoning ordinance. A site plan is attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the plan, which calls for Retail/Mixed Use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

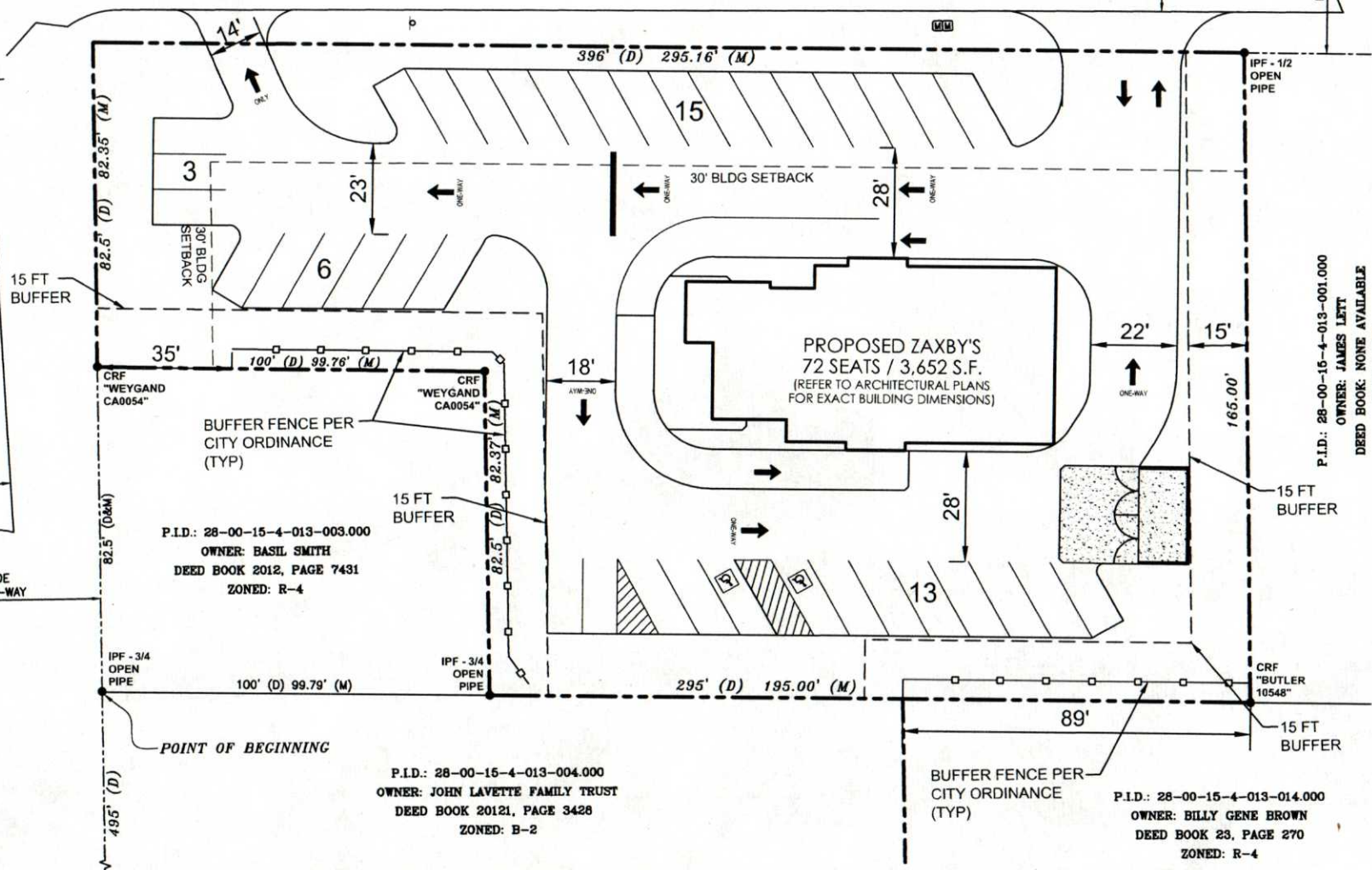
MOTION Mr. Burrell made a motion to recommend Rezoning of 3207 Bearden Ct. from Vestavia Hills R-4 to Vestavia Hills B-2 with the condition that the applicant makes the contribution to the sidewalk fund. Second was by Mr. Sharp. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mr. Sharp – yes
Mr. Larson – yes

Mr. Burrell – yes
Mr. Wolfe – yes
Mr. House – yes
Motion carried.

BEARDEN COURT

CROSSHAVEN DRIVE



P.I.D.: 28-00-15-4-013-001.000
 OWNER: JAMES LETT
 DEED BOOK: NONE AVAILABLE
 ZONED: R-4

P.I.D.: 28-00-15-4-013-003.000
 OWNER: BASIL SMITH
 DEED BOOK 2012, PAGE 7431
 ZONED: R-4

P.I.D.: 28-00-15-4-013-004.000
 OWNER: JOHN LAVETTE FAMILY TRUST
 DEED BOOK 20121, PAGE 3428
 ZONED: B-2

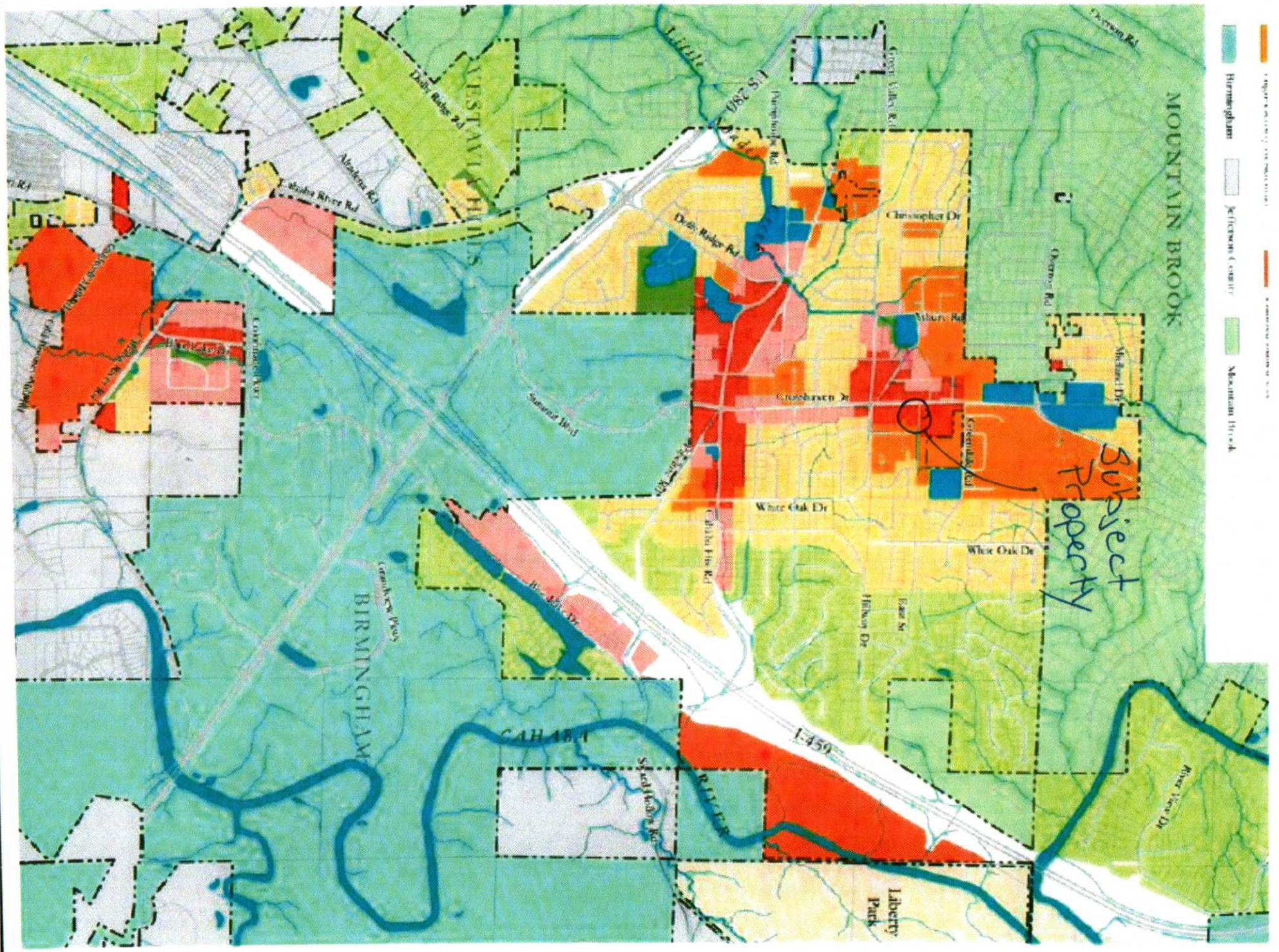
P.I.D.: 28-00-15-4-013-014.000
 OWNER: BILLY GENE BROWN
 DEED BOOK 23, PAGE 270
 ZONED: R-4



Carter Engineering Consultants, Inc.
 1551 Jennings Mill Rd
 Building 500, Suite B
 Bogart, GA 30622
 P: 706.559.7430
 F: 706.559.7435
 www.carterengineering.net



CONCEPT PLAN
 VESTAVIA HILLS, AL
 37 SPACES, SCALE: 1"=40'
 DATE 2.5.14



ORDINANCE NUMBER 2534

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-4 TO VESTAVIA HILLS O-1

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-4 (residential) Vestavia Hills O-1 (office district):

4019 & 4021 Crosshaven Drive
Lots 2 & 3, Cahaba Valley Estates, 1st Addition
Estate of John Michael, owner(s)

APPROVED and ADOPTED this the 22nd day of September 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

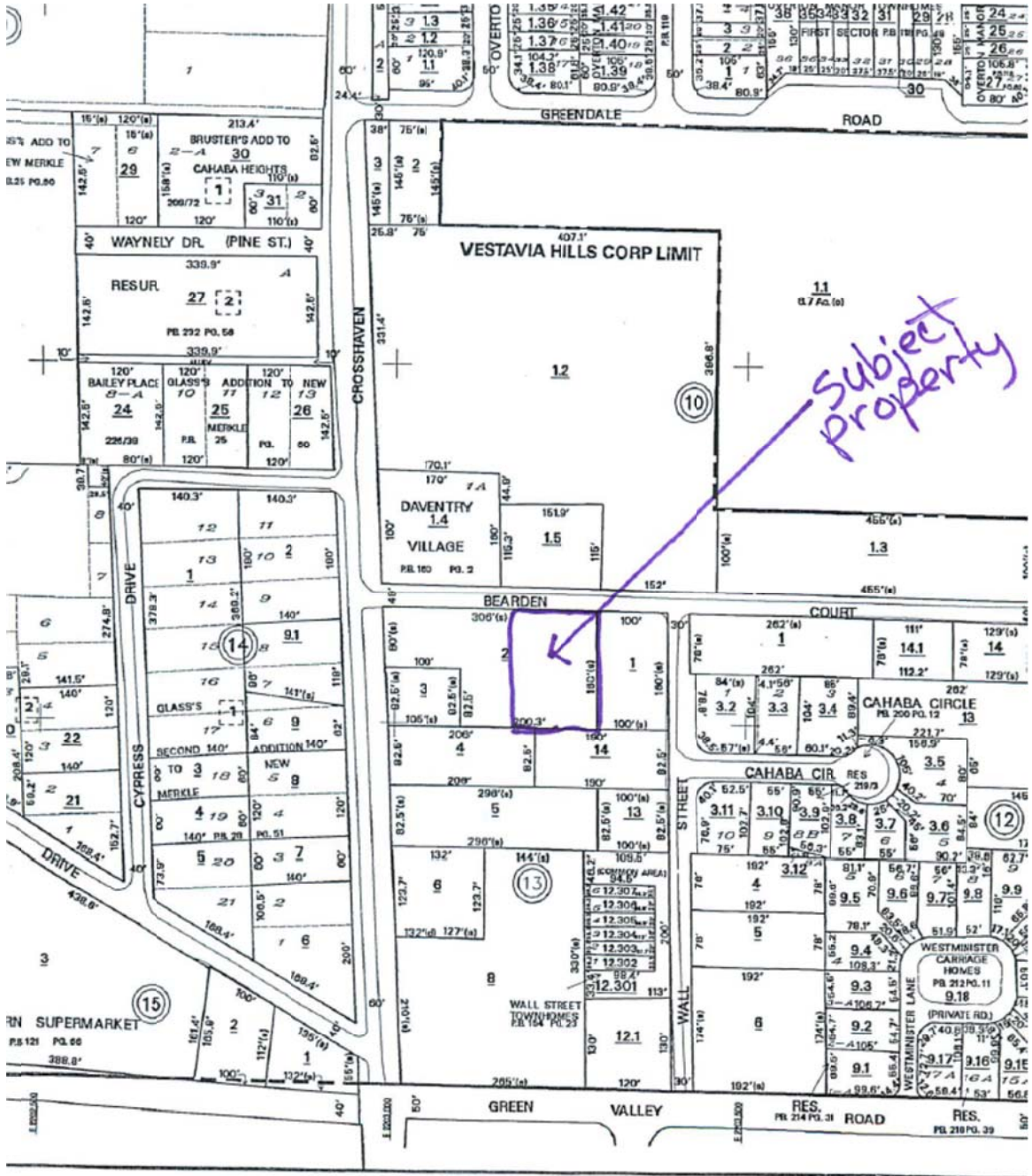
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2534 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 22nd day of September 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



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

Date: AUGUST 14, 2014

- **CASE:** P-0814-39
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-4 to Vestavia Hills O-1.
- **ADDRESS/LOCATION:** Rezoning for 4019 & 4021 Crosshaven Dr
- **APPLICANT/OWNER:** Estate of John Michael
- **REPRESENTING AGENT:**
- **GENERAL DISCUSSION:** A duplex currently sits near the intersection of Crosshaven Dr. and Green Valley Rd. The applicant wishes to convert the duplex into offices. The applicant would add additional parking in the rear and buffering around the perimeter. The northernmost ingress/egress will be eliminated. The site plan is attached and seems to meet all requirements on the zoning ordinance.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the plan, which calls for Limited Mixed Use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

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

Date: **AUGUST 14, 2014**

- **CASE: P-0814-39**
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-4 to Vestavia Hills O-1.
- **ADDRESS/LOCATION:** Rezoning for 4019 & 4021 Crosshaven Dr
- **APPLICANT/OWNER:** Estate of John Michael
- **REPRESENTING AGENT:**
- **GENERAL DISCUSSION:** A duplex currently sits near the intersection of Crosshaven Dr. and Green Valley Rd. The applicant wishes to convert the duplex into offices. The applicant would add additional parking in the rear and buffering around the perimeter. The northernmost ingress/egress will be eliminated. The site plan is attached and seems to meet all requirements on the zoning ordinance.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the plan, which calls for Limited Mixed Use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Wolfe made a motion to recommend Rezoning of 4019 & 4021 Crosshaven Dr. from Vestavia Hills R-4 to Vestavia Hills O-1 provided the City Engineering comments are followed. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. Sharp – yes

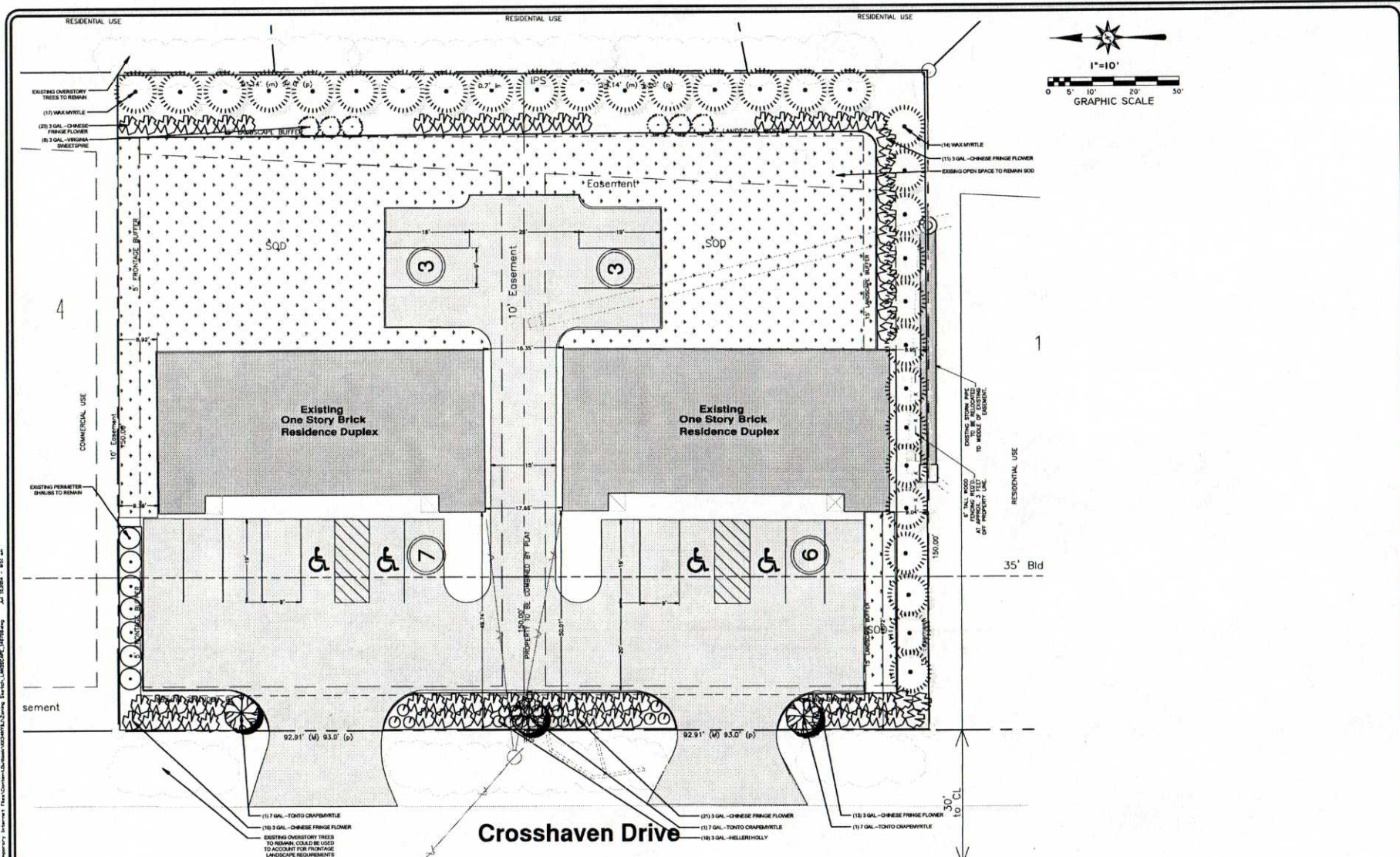
Mr. Larson – yes

Mr. Burrell – yes

Mr. Wolfe – yes

Mr. House – yes

Motion carried.



Plant List

SHRUBS					
QTY	COMMON	HEIGHT	SIZE	SPACING	COMMENTS
78	CHINESE FRINGE FLOWER	MIN. 7'	3 GAL.	4' O.C.	MATCHED, FULL
6	VIRGINIA SWEETSPIRE	MIN. 1'	3 GAL.	5' O.C.	MATCHED, FULL
19	HELLERI HOLLY	MIN. 1'	3 GAL.	3.5' O.C.	MATCHED, FULL
TREES					
QTY	COMMON	HEIGHT	SIZE	SPACING	COMMENTS
31	WAX MYRTLE	7 HT		10' O.C.	TREE FORM
3	TONTO CRAPEMYRTLE	7 HT			MULTI-STEM TRUNK

P0814-39//28-22-1-3-22 & 23
4019 & 4021 Crosshaven Drive
 Rezone to 0-1
 Estate of John Michael
 R4

LANDSCAPE PLAN PREPARED BY: JULIE M. HANES












NO.	REVISIONS	DATE

TITLE: **CONCEPT LANDSCAPE PLAN**
CROSSHAVEN OFFICE
 BIRMINGHAM, ALABAMA
PHILLIP MICHAEL
 SCALE: 1"=10'
 DATE: 6/23/14

GONZALEZ STRENGTH & ASSOCIATES, INC.
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION
 2178 PARKWAY LAKE DRIVE
 HOUSTON, TEXAS 77058
 PH: (281) 842-3838
 FAX: (281) 842-3833
 www.gonzalezstrength.com
 © copyright 2013

DATE: 6/23/14
 LT - PD
 PROJECT
 13PHM01

Future Land Use

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

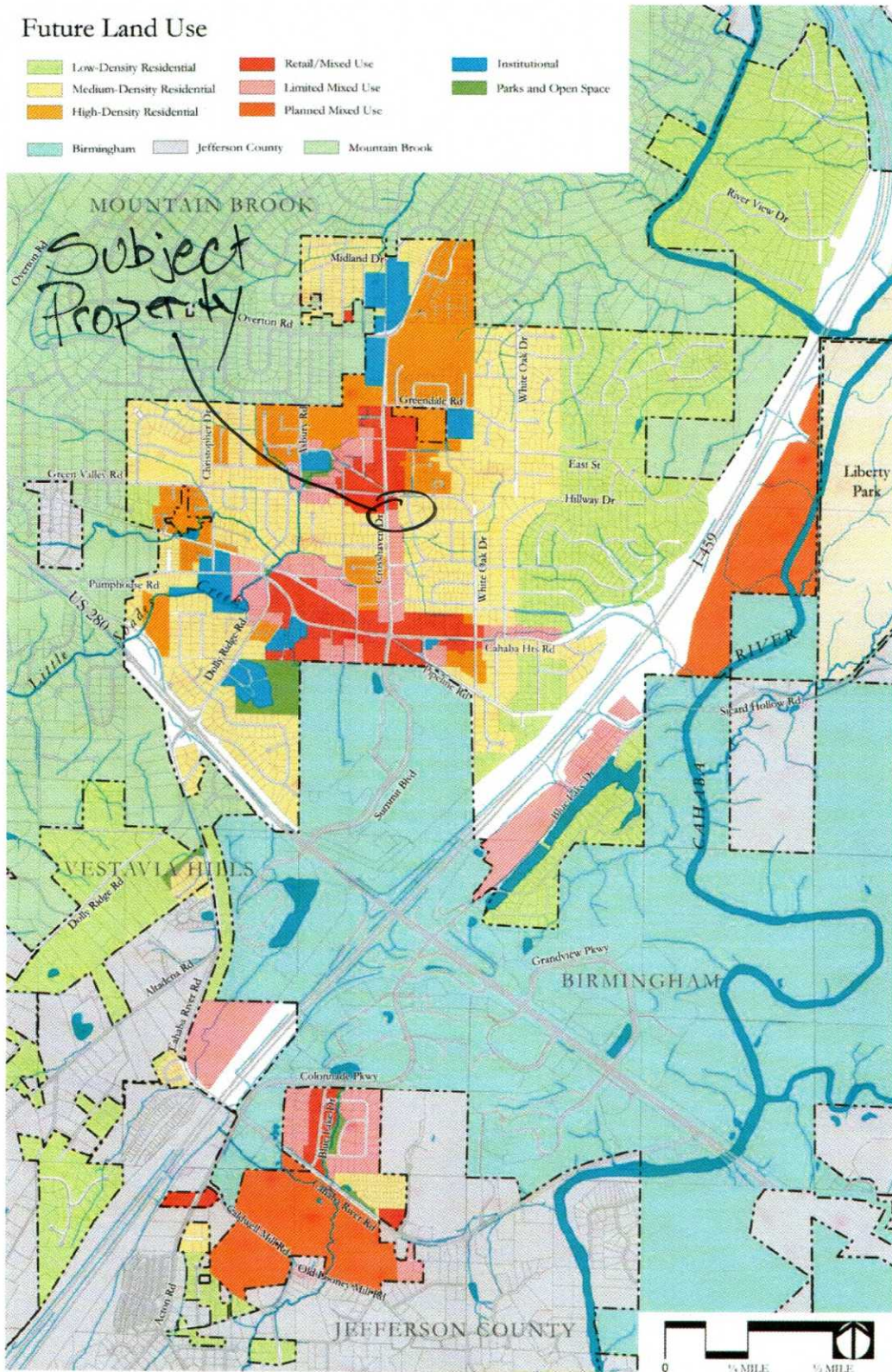


Figure 4: Future Land Use Map

30 July 2014

TO WHOM IT MAY CONCERN


RE: **Protest** of Rezoning Classification for Lots 2 and 3, Cahaba Valley Estates, 1st Addition
from Vestavia Hills R-4 to Vestavia Hills 0-1 (4019 and 4021 Crosshaven Drive)

We have lived at our current home, 4046 Ida Lane, Vestavia, AL 35243, for almost 18 years. We believe that to rezone Lots 2 and 3 would **not** be prudent. This would put an office building next to residential housing and it would back up to residential housing. This could adversely affect the value of each homeowner's property by lowering the value due to a business being located next to or backing up to residential housing. Also Crosshaven Drive is already a very busy street without adding an office building which would increase the traffic.

Therefore we strongly protest rezoning of Lots 2 and 3.



Felix T. Hoke, Jr.



Elizabeth F. Hoke