

Vestavia Hills
City Council Agenda
September 22, 2014
5:00 PM

1. Call to Order
2. Roll Call
3. Invocation – Andrew Westmoreland; Samford University President
4. Pledge Of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner III, Finance Director
9. Approval of Minutes – September 8, 2014 (Work Session) and September 8, 2014 (Regular Meeting)

Old Business

10. Resolution Number 4639 – A Resolution Ordering The Demolition Of A Building Or Structure Located At 2253 Great Rock Road (*public hearing*)
11. 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*)
12. 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 2419 (*public hearing*)
13. Ordinance Number 2532 – Rezoning – A Portion Of Patchwork Farms PUD To Rezone To Patchwork Farms PUD Pursuant To A Certain Application Dated July 10, 2014 And Entitled “First Amendment To Patchwork Farms Planned Unit Development Zoning Application And Development Plan” (*public hearing*)
14. 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 (*public hearing*)

15. 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 (*public hearing*)

New Business

16. Resolution Number 4640 – Alcohol License – Ashley Mac’s Inc D/B/A Ashley Mac’s; 3147 Green Valley Road; 040 – Retail Beer (On- Or Off-Premise) And 060 (Retail Table Wine (On- Or Off-Premise); Ashley McMakin And Andrew D. McMakin, Executive(s) (*public hearing*)
17. Resolution Number 4641 – A Resolution Accepting A Bid For Police Uniforms
18. Resolution Number 4642 – A Resolution Accepting A Bid For Police Equipment
19. Resolution Number 4644 – A Resolution Granting Alabama Power Company An Easement For Connection Of Electrical Service At The New City Hall

New Business (Requesting Unanimous Consent)

20. Ordinance Number 2535 – An Ordinance To Provide For The Issuance Of One General Obligation Warrant, Series 2014-CWSRF-DL (Partial Principal Forgiveness Loan) Of The City Of Vestavia Hills, Alabama (*public hearing*)

First Reading (No Action Taken At This Meeting)

21. Resolution Number 4619 – A Resolution Vacating A Portion Of Mayland Lane; City Of Vestavia Hills, Owner (*public hearing*)
22. Resolution Number 4643 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Alabama Department Of Transportation For Project No. TAPAA-TA14(931) Sicard Hollow Road Tunnel Safe Routes For Non-Drivers, City Of Vestavia Hills
23. Resolution Number 4646 – A Resolution Accepting A Bid For Gateway Improvements At Interstate 65 And Montgomery Highway And Authorizing CM To Execute Documents To Secure Said Improvement Construction (*public hearing*)
24. Citizens Comments
25. Motion For Adjournment

CITY OF VESTAVIA HILLS
CITY COUNCIL
WORK SESSION
MINUTES
SEPTEMBER 8, 2014

The City Council of Vestavia Hills met in a work session on this date at 4:30 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
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Melvin Turner, Finance Director

The Mayor welcomed the persons in attendance.

Mr. Downes explained a proposed low-cost loan opportunity to purchase 4 homes in the Meadowlawn community. He gave a brief background of the City's efforts to fund purchasing several of the homes in the area to demolish to build a passive park along with alleviating some of the flooding problem of the area. He presented the details of the proposal.

Walter Schoel, Walter Schoel Engineering, was present and explained the proposed designs.

Kurt Gwaltney, Balch and Bingham, represents the loan program and indicated that the forgivable portion of the loan amounts to \$250,000.

Discussion ensued that the average home was estimated at \$200,000; the estimated selling prices in the area, whether or not the corner house was included and what impact this would have on that property, the debt service, etc.

Mr. Downes stated that the item needs to be approved at the September 22, 2014 meeting if the Council decides to pursue the loan.

There being no further business, the meeting adjourned at 5:04 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 8, 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:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Dan Rary, Police Chief
Jim St. John, Fire Chief
Marvin Greene, Asst. Fire Chief
Christopher Brady, City Engineer
Joy Moman, Court Clerk
Taneisha Tucker, Library Director

Invocation was given by Melvin Turner, III, followed by the Pledge of Allegiance.

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.

CITY MANAGER REPORT

- Mr. Downes stated that the proposed redevelopment plan on Highway 31 near the new City Hall was approved by DRB and is anticipated to close soon.

- Mr. Downes stated that the new budget allows for a new professional engineer to be retained and the search will soon begin for that individual.
- Mr. Downes introduced Joy Moman, the City's new Court Clerk who was hired from the City of Mountain Brook to oversee the City's Municipal Court.
- The Library has two new Americorp workers who began working at the Library today.
- Funding to convert the City's email system was approved in the new budget and work has begun to transfer that service to a system outside of City Hall which will allow for better email servicing. Plans are to complete the move by the end of October.
- Thursday, September 11, 2014 is Patriot's Day and a remembrance ceremony is planned at the City Center, beginning at 8:30 AM. Everyone is encouraged to attend this annual tri-city event.

COUNCILOR REPORTS

- Mr. Ammons stated that National Night Out will be celebrated on October 7, 2014 at Shades Mountain Baptist Church and invited everyone to attend.

APPROVAL OF MINUTES

The minutes of August 21, 2014 (Work Session) and August 25, 2014 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the meeting of August 21, 2014 (Work Session) and August 25, 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

RESOLUTION NUMBER 4636

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)

MOTION Motion to approve Resolution Number 4636 was by Mr. Sharp and second was by Mr. Ammons.

Mr. Downes stated that some unsuitable soils needed to be removed from the property for construction of additional parking at the Library. He stated that this Resolution approves materials testing services needed for recompacting the soils for construction and for an overrun of design costs with Schoel.

Mr. Brady explained the reasons for the request.

Mr. Boone stated that he has reviewed the agreement and issued revisions. He indicated that he received a revised agreement late Friday and submitted it to the Clerk. He asked that the Resolution be amended to incorporate the revised agreement.

The Mayor opened the floor for a motion.

MOTION Motion to amend Resolution 4636 to include the revised agreement as submitted by the City Attorney 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.

Discussion ensued relating to the amount of excavation, buffering walls and approvals, funding left from the warrant issue.

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.

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

MOTION Motion for unanimous consent for the immediate consideration and action on Resolution 4637 was by Mr. Ammons. 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.

RESOLUTION NUMBER 4637

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)

MOTION Motion to approve Resolution Number 4637 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that this request would be to allow the design of the extension of Healthy Way onto the acreage across Caldwell Mill Road and to assist in preparing the site for the relocation of the Northport facility.

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

Discussion ensued concerning site preparations, responsibility of site work, etc.

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

Mr. Henley pointed out that the design of the extension of Healthy Way would be needed whether or not the transaction with Daniel or the relocation of Northport transpired.

Mr. Neil stated that these actions are consistent with the agreement with Daniel for the ultimate development of the property.

The Mayor opened the floor for a public hearing.

David Harwell, 1839 Catala Road, asked about the details of the agreement and the funding source.

Mr. Downes explained.

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.

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 22, 2014 at 5 PM.

- Resolution Number 4639 – A Resolution Ordering The Demolition Of A Building Or Structure Located At 2253 Great Rock Road (*public hearing*)
- 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*)
- 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*)
- 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*)
- 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
- 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

CITIZENS COMMENTS

MOTION Motion to adjourn was by Mr. Ammons and second was by Mr. Sharp. Meeting adjourned at 6:40 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

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 the City of Vestavia Hills shall cause said demolition to be performed by its own employees and/or by contractor(s); 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.

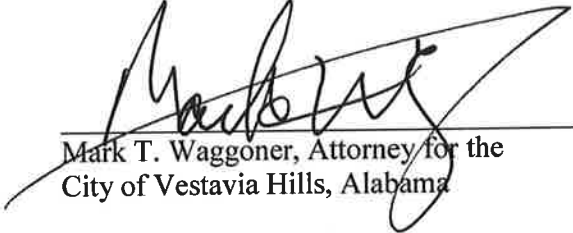
13. It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Appropriate Municipal Officials in carrying out the purposes of Ordinance No. 2382.

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:

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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.

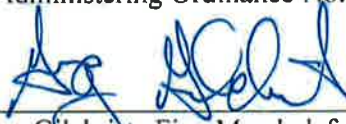
Contemporaneously with the filing of this "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*," a copy of the same has been posted in three public places located

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.

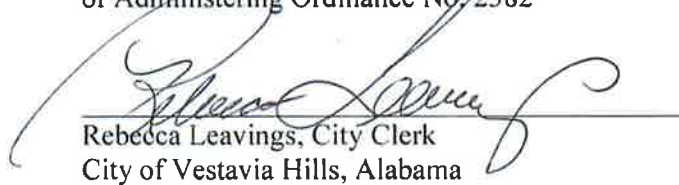
Notice that the Appropriate Municipal Official has made a finding that the Subject Property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing will be held on the date assigned herein will also be given to all 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 entry way 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 Field 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 2248.

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 Farms 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.

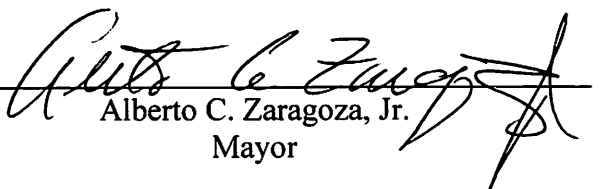
(c) **Exhibit E** attached to the PUD Plan is deleted in its entirety and **Exhibit E-1** attached hereto and incorporated herein by reference is substituted in lieu thereof.

(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.

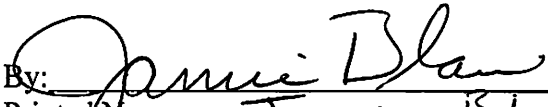
IN WITNESS WHEREOF, Developer and the School Board have caused this Amendment to be executed as of the day and year first above written.

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

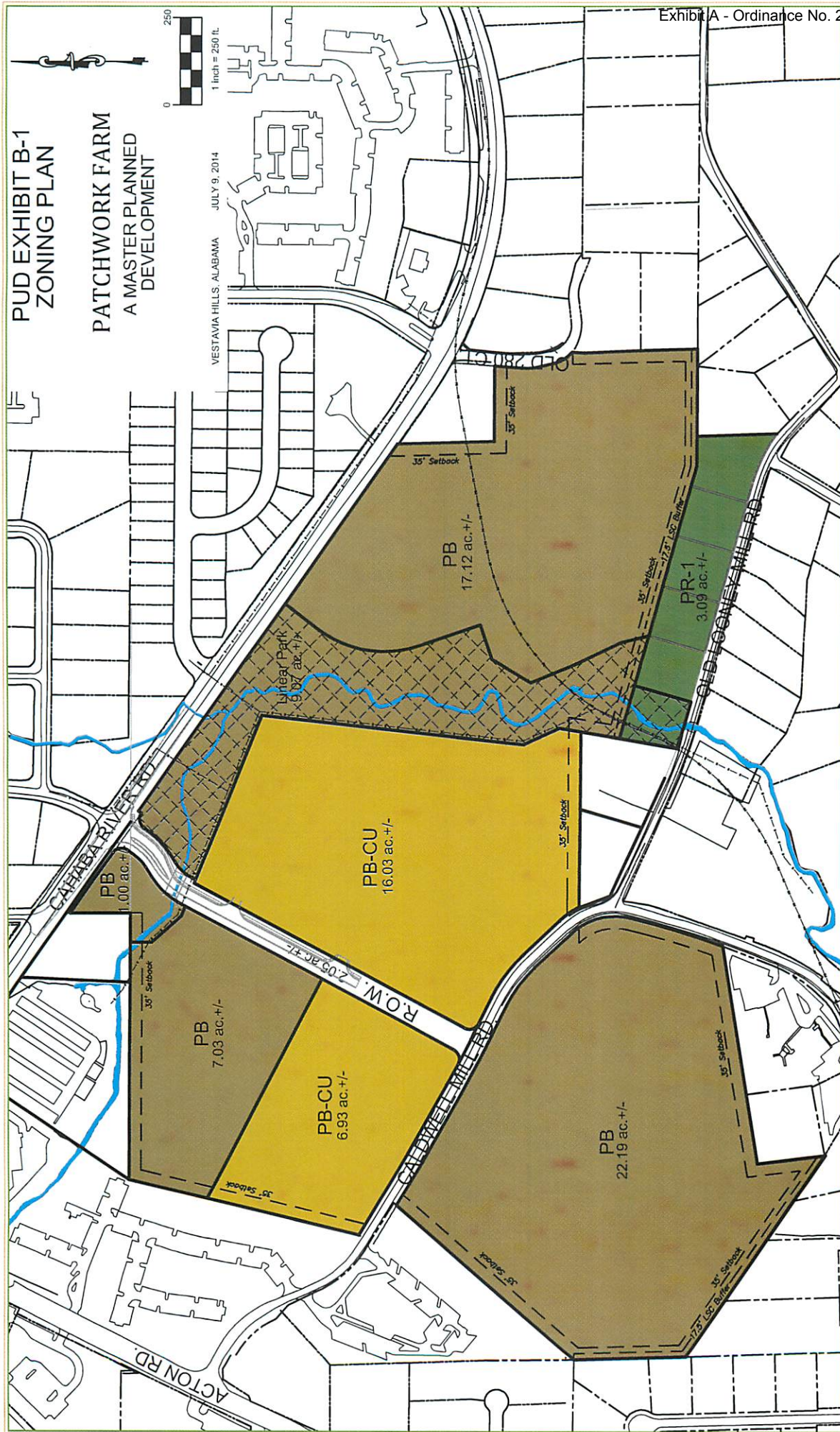


EXHIBIT E-1**PATCHWORK FARM****DEVELOPMENT CRITERIA FOR PLANNED BUSINESS (PB) DISTRICTS****1. Minimum/Maximum Land Use Density and Use.**

(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.

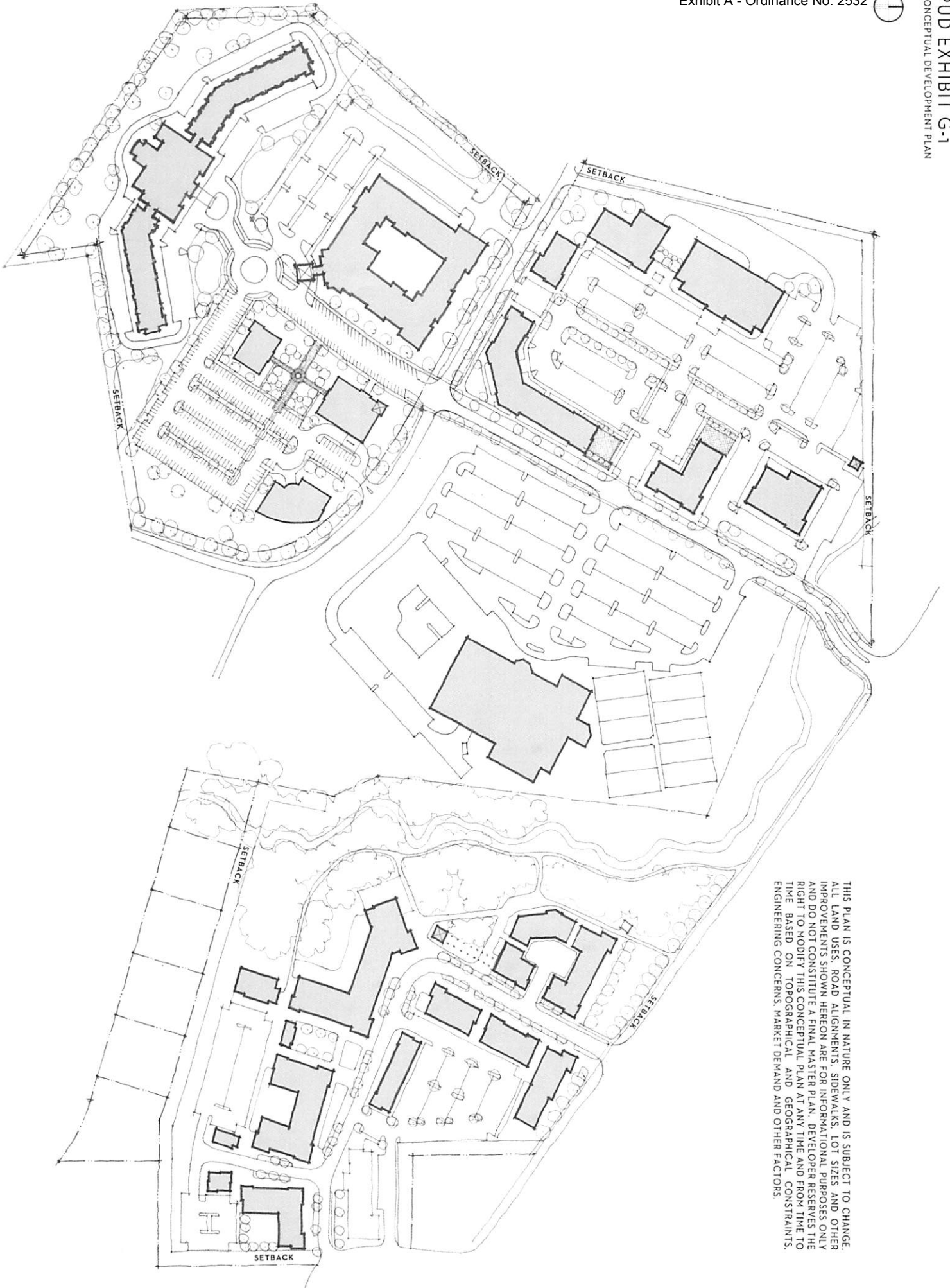
8. **Greenbelt Requirements.** A 17.5 foot wide landscaping buffer which must satisfy the requirements for buffers set forth in Article IX of the City's Landscaping Guidelines must be maintained on those areas of the PB land use districts as shown on the Zoning Plan. The

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:

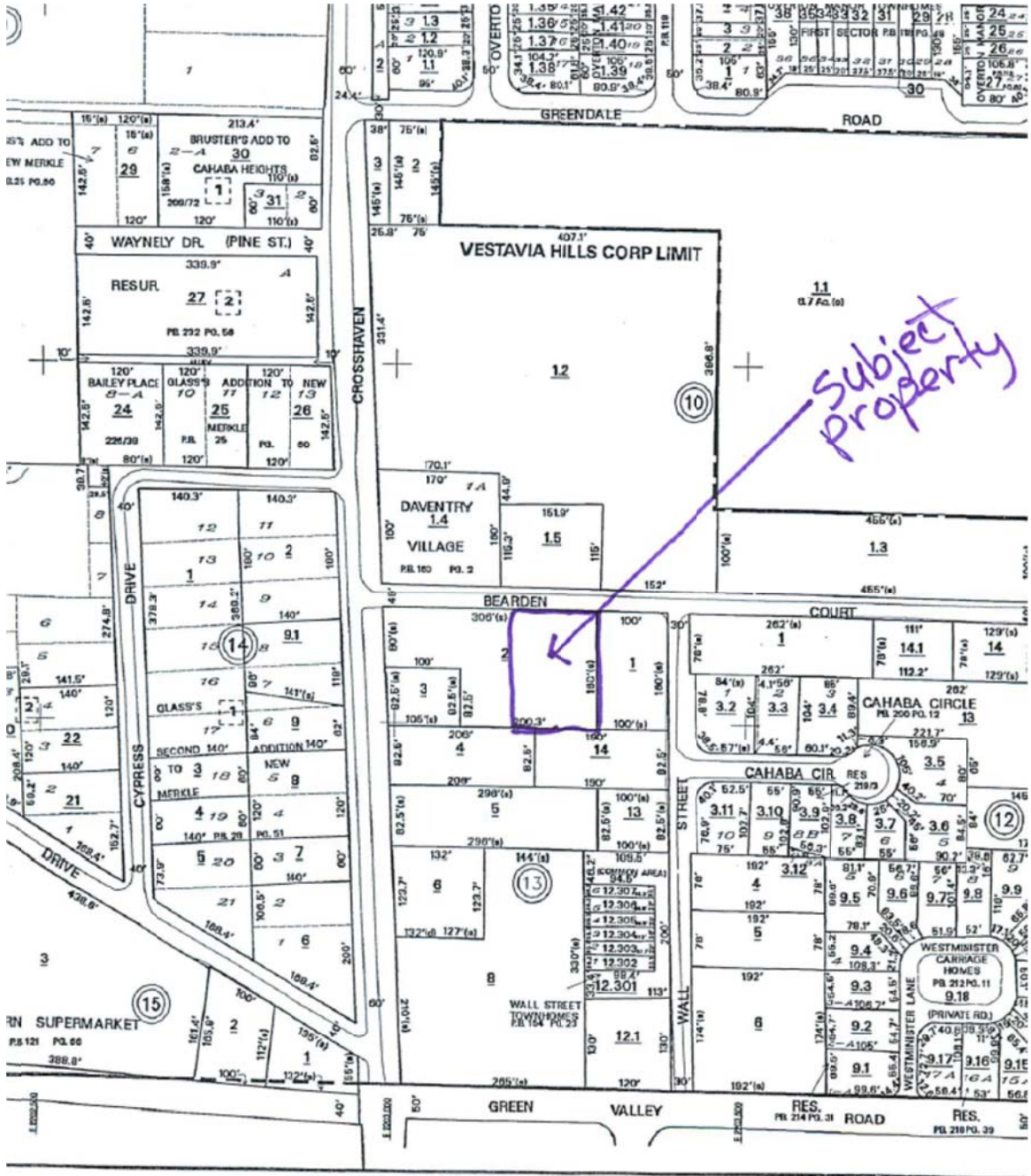
Rebecca Leavings
City Clerk

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

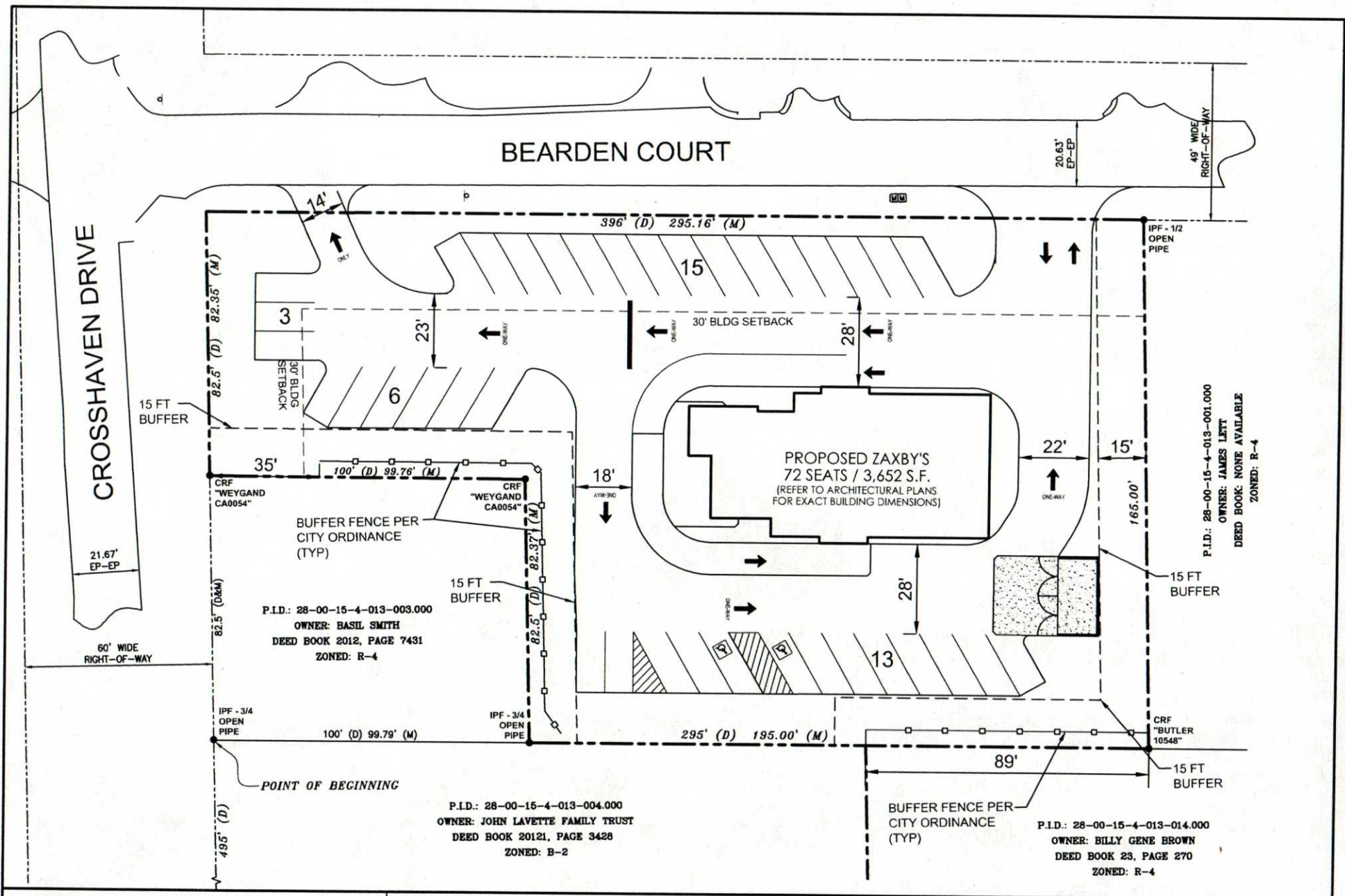
- **CASE:** P-0414-07
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-4 to Vestavia Hills B-2.
- **ADDRESS/LOCATION:** 3207 Bearden Ct.
- **APPLICANT/OWNER:** Fowl Play, Inc.
- **REPRESENTING AGENT:** Charlie Beavers
- **GENERAL DISCUSSION:** Lot is located at the intersection of Bearden Ct. and 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

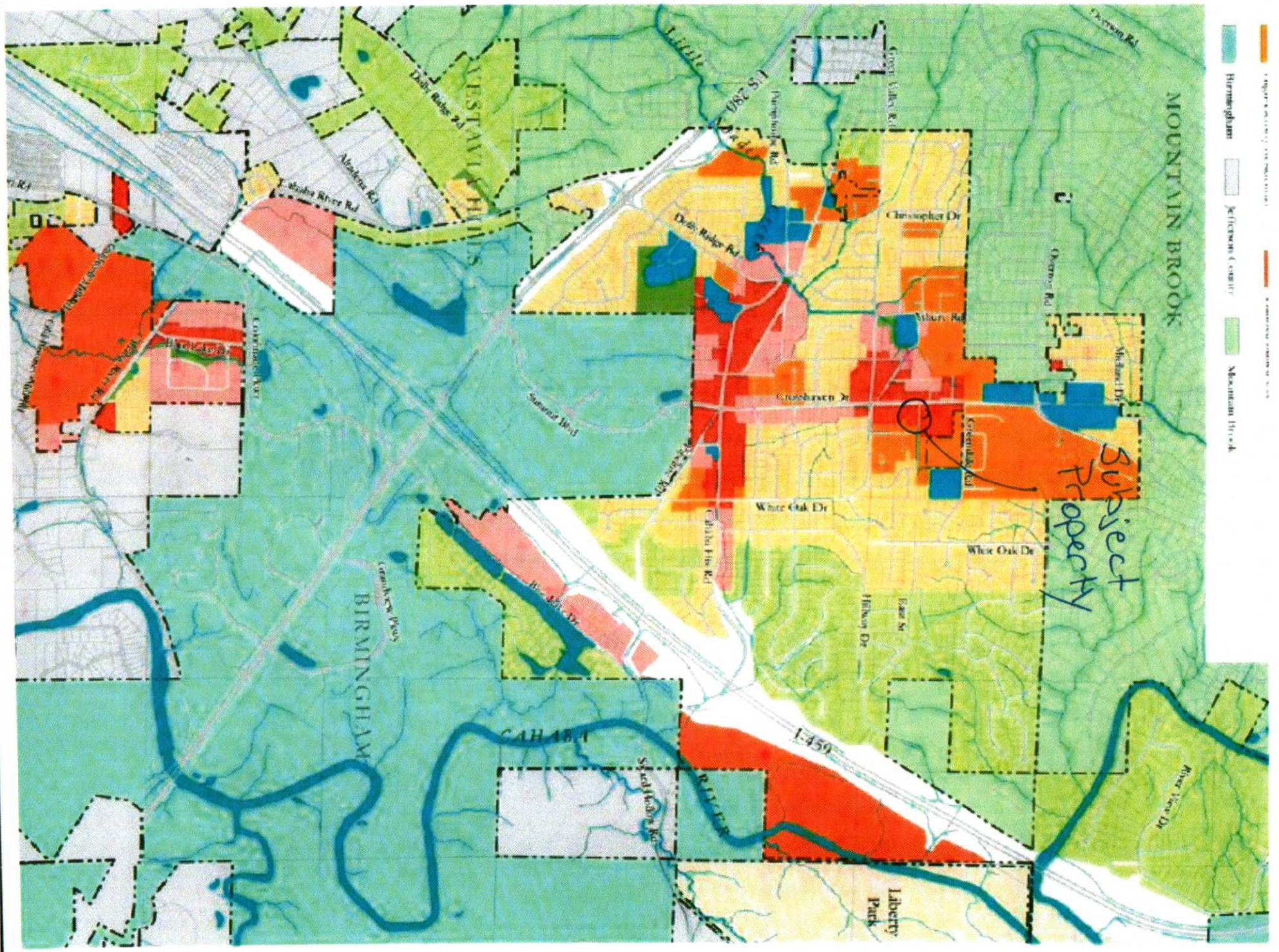
Mr. Burrell – yes
Mr. Wolfe – yes
Mr. House – yes
Motion carried.



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



- Subject Property
- Jefferson County
- Mountain Brook

Subject Property

MOUNTAIN BROOK

BIRMINGHAM

Liberty Park

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:

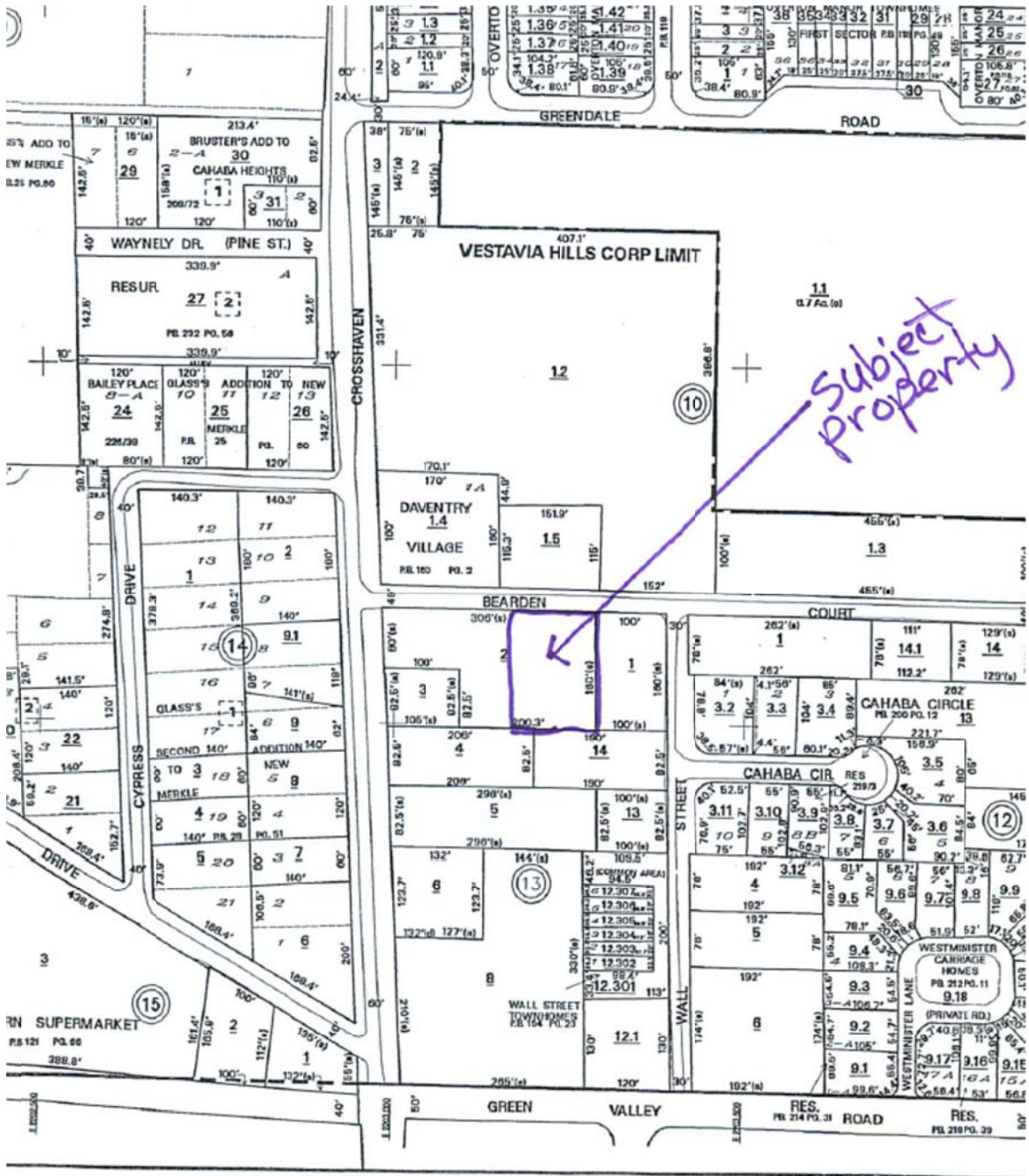
Rebecca Leavings
City Clerk

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**

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- **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

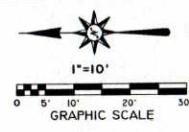
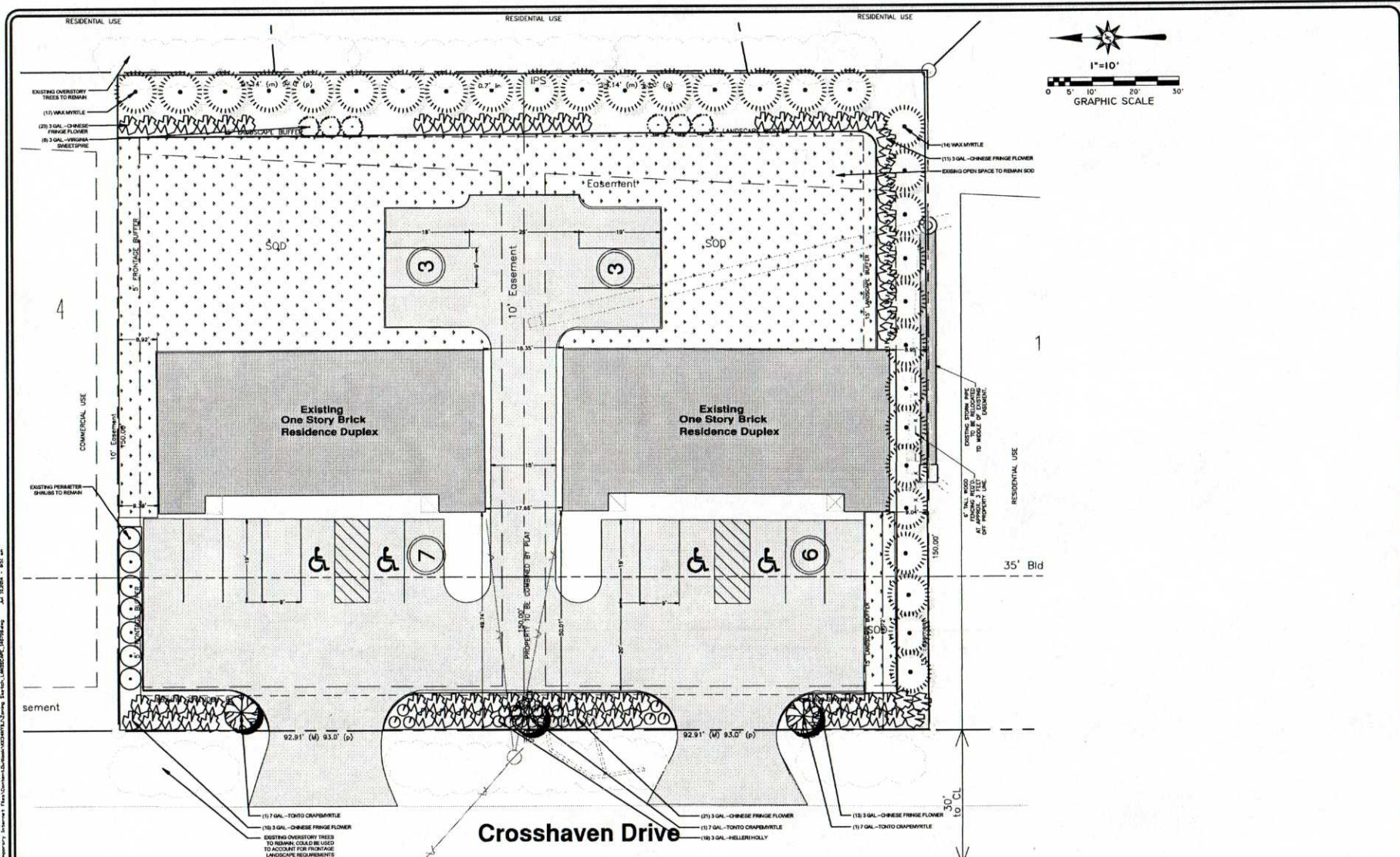
Mr. Larson – yes

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 |

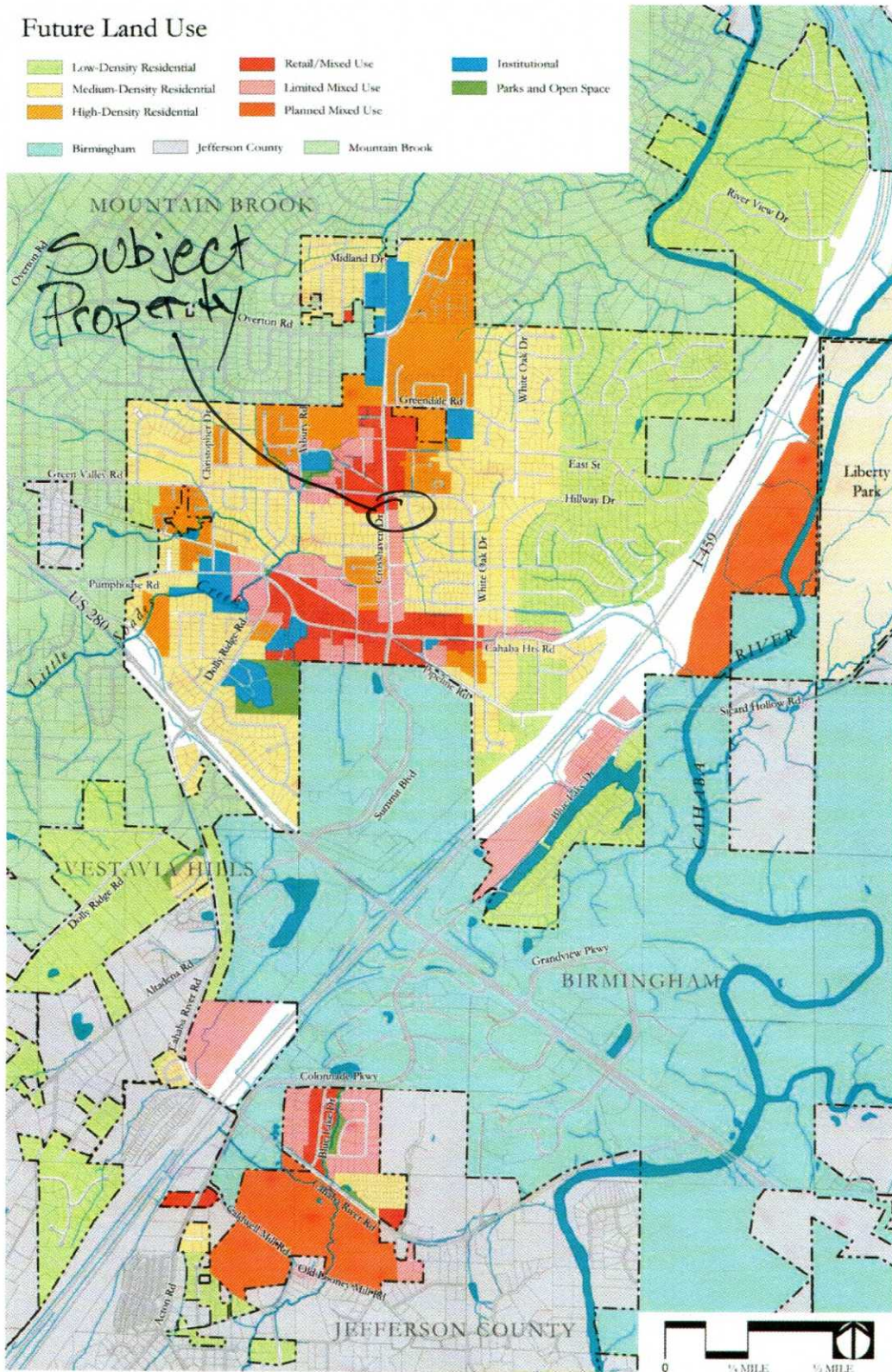


Figure 4: Future Land Use Map

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

RESOLUTION NUMBER 4640

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR ASHLEY MACS INC., D/B/A ASHLEY MAC'S;
ASHLEY D. MCMAKIN AND ANDREW D.
MCMAKIN, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Ashley Mac's Inc., d/b/a Ashley Mac's, located at 3147 Green Valley Road, Vestavia Hills, Alabama, for the sale of 040 - Retail Beer (On- or Off-Premise) and 060 - Retail Table Wine (On- or Off-Premise); Ashley D. McMakin and Andrew D. McMakin, executives.


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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM


DATE: September 15, 2014
TO: Dan Rary, Acting Police Chief
FROM: Rebecca Leavings, City Clerk 
RE: Alcohol License Request – 040 - Retail Beer (On- or Off-Premise) and 060 - Retail Table Wine (On- or Off-Premise)

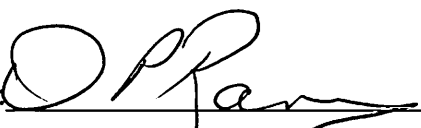
Please find attached information submitted by Ashley D. McMakin and Andrew D. McMakin who request an alcohol license to sell 040 - Retail Beer (On- or Off-Premise) and 060 - Retail Table Wine (On- or Off-Premise) at the Ashley Macs Inc., d/b/a Ashley Macs, 3147 Green Valley Road, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 22nd day of September, 2014 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

	<i>Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>

Reviewed:  _____



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

**ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140813111944967**

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** \$150.00 **County:** \$75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) **State:** \$150.00 **County:** \$75.00

Trade Name: ASHLEY MACS

Filing Fee: \$100.00

Applicant: ASHLEY MACS INC

Transfer Fee:

Location Address: 3147 GREEN VALLEY RD VESTAVIA HILLS, AL 35243

Mailing Address: PO BOX 43128 BIRMINGHAM, AL 35243

County: JEFFERSON **Tobacco sales:** NO

Tobacco Vending Machines:

NO

Type Ownership: CORPORATION

Book, Page, or Document info: LR6200611 21115

Date Incorporated: 07/11/2006 **State incorporated:** AL

County Incorporated: JEFFERSON

Date of Authority: 07/11/2006

Alabama State Sales Tax ID: R000826452

Name:

Title:

Date and Place of Birth:

Residence Address:

ASHLEY DEATON MCMAKIN 6480441 - AL	PRESIDENT	12/29/1979 BIRMINGHAM, AL	3021 OVERTON RD BIRMINGHAM, AL 35223
ANDREW DAVID MCMAKIN 6515837 - AL	CEO	04/20/1980 BIRMINGHAM, AL	3021 OVERTON RD BIRMINGHAM, AL 35223

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: FLETCHER FLYNN

Home Phone: 205-492-0129

Business Phone: 205-822-4142

Cell Phone: 205-492-0129

Fax:

E-mail: FFLYNN@ASHLEYMACS.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20140813111944967

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **CROSSHAVEN VENTURE 205-795-4125**
What is lessors primary business? **REAL ESTATE HOLDINGS**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **4185** Display Square Footage:
Building seating capacity: **88** Does Licensed premises include a patio area? **YES**
License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **.1**
Nearest school: **.8 miles** Nearest church: **.6 miles** Nearest residence: **.1 miles**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140813111944967

Initial each

Signature page

AAA
 AAA

In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

AAA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

AAA

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

AAA

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

AAA

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *ANDREW S. MILLER*

Signature of Applicant: *[Handwritten Signature]*

Notary Name (print): *Valencia Johnson*

Notary Signature: *[Handwritten Signature]*

Commission expires: *4-22-18*

Application Taken: *9/13/17* App. Inv. Completed:
Submitted to Local Government:
Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

RESOLUTION NUMBER 4641

**A RESOLUTION ACCEPTING A BID FOR UNIFORMS FOR THE
VESTAVIA HILLS POLICE DEPARTMENT**

WHEREAS, the City of Vestavia Hills solicited invitations to bid for uniforms for the Vestavia Hills Police Department; and

WHEREAS, bids were received and publicly opened and read aloud in the Vestavia Hills Municipal Center on September 15, 2014 at 2:00 PM; and

WHEREAS, results of the bids were reviewed and recommendation was made by Police Chief Dan Rary in a memo dated September 17, 2014 to the City Clerk (copy attached) to accept the bid submitted by McCain Uniforms in an amount pursuant to the attached stated bid package; and

WHEREAS, the Mayor and Council have examined the bid results and feel it is in the best public interest to concur with the recommendation of Chief Rary.

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

1. The bid package submitted by McCain Uniforms is hereby accepted at a bid price pursuant to stated bid package; and
2. This Resolution Number 4641 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED AND APPROVED this the 22nd day of September, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Danny Rary
Sent: Wednesday, September 17, 2014 4:08 PM
To: Rebecca Leavings
Subject: Uniform Bids

Becky,

My recommendation for the Police uniform bid is that we accept the bid form McCains Uniforms. The other bid did not meet specifications.

Thank you,
Dan



Danny P. Rary
Chief of Police
Vestavia Hills Police Department
513 Montgomery Highway
Vestavia Hills, Alabama 35216
205-978-0109 Office
205-978-01232 FAX
drary@ci.vestaviiahills.al.us



the third copy to be kept by the vendor. Samples of all forms to be submitted with bid.

9. The Vestavia Hills Police Department has made every effort to have a uniform appearance. To this purpose only specified items will be accepted. All items are to match the style and color of uniforms currently being worn by the Vestavia Hills Police Department. All duty gear to be basket weave finish.
10. Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the same size of the Vestavia Hills Police Department.
11. Bidders shall offer a percentage discount on other items on attached form. By signing this bid sheet, the bidder agrees to meet all the conditions and specifications set forth above.
12. The prices in this bid are for manufacturer's in stock sizing.
13. Any questions regarding this bid should be directed to Chief Dan Rary, (205) 978-0109.
14. Please complete the following information:

Bidder: McCain Uniforms

Address: 320 BEACON PARKWAY WEST BIRMINGHAM, AL 35209

Telephone: 205-942-9223

Web Address: _____

E-mail Address: TRICIA.MCCAINUNIFORMS@AOL.COM / MCCAINUNIFORM@AOL.COM

Date: SEPTEMBER 15, 2014

Vestavia Hills Police Department

ITEM	MANUFACTURER	PRICE
Class A Trousers 100% POLYESTER (See Spec Sheet)	FECHHEIMER	\$38.00
Class A L/S Shirt 100% POLYESTER (See Spec Sheet)	FECHHEIMER	\$38.15
Class A Hat Air Force Style – Patrol, BAYLY #97110 W/8525 Hat Band	Only Approved Substitutions BAYLY	\$47.95
Class A Hat Air Force Style – Command BAYLY #971112 W/#6307 Visor and #8525 Hat Band	Only Approved Substitutions BAYLY	\$108.00
Name Plate – Blackington J1 Silver	Only Approved Substitutions BLACKINGTON	\$9.30
Shirt Badge – Blackington A2688-X SILVER OXIDE W/ Black Banners	Only Approved Substitutions BLACKINGTON	\$65.00
Hat Badge - Blackington B720 R Rohglo Black Banner	Only Approved Substitutions BLACKINGTON	\$77.85
Tie- Samuel Broome 900 BO Navy or Equal	SAMUEL BROOME	\$4.00
Class B Trousers POLY/RAYON Feichiemer #39300	FECHHEIMER	\$67.30
Class B L/S Shirt POLY/RAYON with Monogrammed name and Embroidered Badge Feicheimer #48W3986	FECHHEIMER	\$66.95
Class B S/S POLY/RAYON with Monogrammed Name and Embroidered Badge Feicheimer #98R3986	FECHHEIMER	\$60.70
Class B Cap Black Pro Style with Patch (See Spec Sheet)	ALPHA	\$8.40
Class B Dickie – Mock Turtleneck with Embroidered “VHPD” (See Spec Sheet)	FECHHEIMER/BLAUER	\$12.50
Class C Polo Shirt TRU-SPEC Dark Navy #4340 with Monogrammed name and Embroidered Badge	TRUSPEC	\$41.00
Class C Trousers Khaki – PROPPER (See Spec Sheet)	PROPPER	\$38.00
Class C Button Down Shirt PROPPER Light Tactical F531150 4340 with Monogrammed name and Embroidered Badge	PROPPER	\$42.75
Jacket All-Weather 5.11, 5 in 1 Jacket #48017 W/Panels Embroidered	Only Approved Substitutions 5.11	\$209.40
Rain Pants 5.11 #48057 Dark Navy	Only Approved Substitutions 5.11	\$84.40
Vest Carrier SHIRT STYLE Blauer 8370	BLAUER	\$82.50
Traffic Vest HI-VIZ Yellow (See Spec Sheet)	HORACE SMALL	\$34.75

Leather Jacket TAYLOR LEATHER #4461Z – Indianapolis MDL – PATROL	Only Approved Substitutions TAYLOR	\$329.25
Leather Jacket TAYLOR LEATHER- #C1Z-91 – Commercial Pilot - ADMIN	Only Approved Substitutions TAYLOR	\$329.25
Leather Jacket TAYLOR LEATHER #4473Z – Pittsburgh MDL - MOTORS	Only Approved Substitutions TAYLOR	\$329.25
Motorcycle Riding Breeches 5.11 #7440	Only Approved Substitutions 5.11	\$97.95
Motorcycle Riding Boots with zipper All American 905L STOCK SIZES	Only Approved Substitutions ALL AMERICAN	\$367.65
Boots Black- Bates – Gore-Tex	Only Approved Substitutions BATES	\$124.75
Boots Tan Desert - Bates	Only Approved Substitutions BATES	\$91.90
Chevrons (Sergeant & Corporal) Dark Navy and Silver (Set of 2)	PREMIER	\$2.50
Collar Insignia Embroidered each Collar (LT and above)		\$1.50
TOTAL		\$2810.90

Patches – Shoulder – 500 quantity (See Spec Sheet)	HERO'S PRIDE	\$575.00
Patches Cap – 200 quantity (See Spec Sheet)	HERO'S PRIDE	\$140.00
TOTAL – Patches		\$715.00

the third copy to be kept by the vendor. Samples of all forms to be submitted with bid.

9. The Vestavia Hills Police Department has made every effort to have a uniform appearance. To this purpose only specified items will be accepted. All items are to match the style and color of uniforms currently being worn by the Vestavia Hills Police Department. All duty gear to be basket weave finish.

enclosed →

10. Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the same size of the Vestavia Hills Police Department.

11. Bidders shall offer a percentage discount on other items on attached form. By signing this bid sheet, the bidder agrees to meet all the conditions and specifications set forth above.

12. The prices in this bid are for manufacturer's in stock sizing.

13. Any questions regarding this bid should be directed to Chief Dan Rary, (205) 978-0109.

14. Please complete the following information:

Bidder: Municipal and Commercial Uniform

Address: 2208 3rd Ave North Birmingham AL 35203

Telephone: 205.324.6011

Web Address: _____

E-mail Address: edmaasmith@gmail.com

Date: 9.10.2014

Vestavia Hills Police Department

ITEM	MANUFACTURER	PRICE
Class A Trousers 100% POLYESTER (See Spec Sheet)	Elbeco	45.95
Class A L/S Shirt 100% POLYESTER (See Spec Sheet)	Elbeco	39.95
Class A Hat Air Force Style – Patrol, BAYLY #97110 W/8525 Hat Band	Only Approved Substitutions Midway	39.95
Class A Hat Air Force Style – Command BAYLY #971112 W/#6307 Visor and #8525 Hat Band	Only Approved Substitutions Midway	69.95
Name Plate – Blackington J1 Silver	Only Approved Substitutions Blackinton	9.95
Shirt Badge – Blackington A2688-X SILVER OXIDE W/ Black Banners	Only Approved Substitutions Blackinton	64.95
Hat Badge - Blackington B720 R Rohglo Black Banner	Only Approved Substitutions Blackinton	64.95
Tie- Samuel Broome 900 BO Navy or Equal	Samuel Broome	3.95
Class B Trousers POLY/RAYON Feichiemer #39300	Elbeco	72.95
Class B L/S Shirt POLY/RAYON with Monogrammed name and Embroidered Badge Fleicheimer #48W3986	Elbeco	58.95
Class B S/S POLY/RAYON with Monogrammed Name and Embroidered Badge Feicheichmer #98R3986	Elbeco	57.95
Class B Cap Black Pro Style with Patch (See Spec Sheet)	Flex Fit	12.95
Class B Dickie – Mock Turtleneck with Embroidered “VHPD” (See Spec Sheet)	Elbeco	12.95
Class C Polo Shirt TRU-SPEC Dark Navy #4340 with Monogrammed name and Embroidered Badge	Tru Spec	42.50
Class C Trousers Khaki – PROPPER (See Spec Sheet)	Tru Spec	44.00
Class C Button Down Shirt PROPPER Light Tactical F531150 4340 with Monogrammed name and Embroidered Badge	Tru Spec	40.50
Jacket All-Weather 5.11, 5 in 1 Jacket #48017 W/Panels Embroidered	Only Approved Substitutions 5.11	199.95
Rain Pants 5.11 #48057 Dark Navy	Only Approved Substitutions 5.11	89.95
Vest Carrier SHIRT STYLE Blauer 8370	Elbeco	74.95
Traffic Vest HI-VIZ Yellow (See Spec Sheet)	Gerber	34.95

Leather Jacket TAYLOR LEATHER #4461Z – Indianapolis MDL – PATROL	Only Approved Substitutions Taylor	267.50
Leather Jacket TAYLOR LEATHER- #C1Z-91 – Commercial Pilot - ADMIN	Only Approved Substitutions Taylor	267.50
Leather Jacket TAYLOR LEATHER #4473Z – Pittsburgh MDL - MOTORS	Only Approved Substitutions Taylor	287.50
Motorcycle Riding Breeches 5.11 #7440	Only Approved Substitutions 5.11	119.95
Motorcycle Riding Boots with zipper All American 905L	Only Approved Substitutions All Am	325.00
Boots Black- Bates – Gore-Tex	Only Approved Substitutions Bates	129.95
Boots Tan Desert - Bates	Only Approved Substitutions Bates	97.95
Chevrons (Sergeant & Corporal) Dark Navy and Silver (Set of 2)	Joy Emblem	4.00
Collar Insignia Embroidered each Collar (LT and above)	M&E chief	5.00
TOTAL		2586.50

Patches – Shoulder – 500 quantity (See Spec Sheet)	Joy Emblem	1.25
Patches Cap – 200 quantity (See Spec Sheet)	Joy Emblem	1.25
TOTAL – Patches		2.50

Percentage off retail for items not listed, ~~20%~~
 15%

RESOLUTION NUMBER 4642

**A RESOLUTION ACCEPTING A BID FOR EQUIPMENT FOR
THE VESTAVIA HILLS POLICE DEPARTMENT**

WHEREAS, the City of Vestavia Hills solicited invitations to bid for equipment for the Vestavia Hills Police Department; and

WHEREAS, bids were received and publicly opened and read aloud in the Vestavia Hills Municipal Center on September 15, 2014 at 2:00 PM; and

WHEREAS, results of the bids were reviewed and recommendation was made by Police Chief Dan Rary in a memo dated September 15, 2014 to the City Clerk (copy attached) to accept the bid submitted by Gulf State Distributors in an amount pursuant to the attached stated bid package; and

WHEREAS, the Mayor and Council have examined the bid results and feel it is in the best public interest to concur with the recommendation of Chief Rary.

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

1. The bid package submitted by Gulf States Distributors is hereby accepted at a bid price pursuant to stated bid package; and
2. This Resolution Number 4642 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED AND APPROVED this the 22nd day of September, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Danny Rary
Sent: Monday, September 15, 2014 3:51 PM
To: Rebecca Leavings
Subject: Police Equipment bid

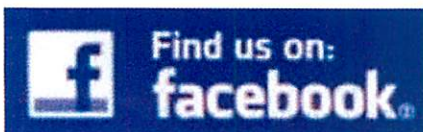
Becky,

I accept the bid for Police Equipment from Golf States Distributors. It is the lowest bid that did include all items specified in the bid. Will you place it on the next council agenda for approval?

Thanks you,
Dan



Danny P. Rary
Chief of Police
Vestavia Hills Police Department
513 Montgomery Highway
Vestavia Hills, Alabama 35216
205-978-0109 Office
205-978-01232 FAX
drary@ci.vestaviiahills.al.us



8. Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the same size of the Vestavia Hills Police Department.
9. Bidders shall offer a percentage discount on other items on attached form. By signing this bid sheet, the bidder agrees to meet all the conditions and specifications set forth above.
10. The prices in this bid are for manufacturer's in stock sizing.
11. Any questions regarding this bid should be directed to Chief Dan Rary, (205) 978-0109.
12. Please complete the following information:

Bidder: Gulf States Distributors Inc

Address: 6000 E. Shirley Ln Montgomery AL 36117

Telephone: 800 223 7869

Web Address: www.gulfstatesdist.com

E-mail Address: natalie@gulfstatesdist.com

Date: 9.12.14

Vestavia Hills Police Department
Specifications

ITEM	MANUFACTURER	PRICE
Waist Belt- Basket Weave Safariland 99	Only Approved Substitutions Saf 99	28. ⁰⁰
Gun Belt- Basket Weave Safariland 94	Only Approved Substitutions Saf 94	56. ⁰⁰
Holster- Basketweave Safariland 6280	Only Approved Substitutions Saf 6280	125. ⁰⁰
Holster-Basketweave Safariland 6280 W/light attachment	Only Approved Substitutions Saf 6280 w/a	130. ⁰⁰
Handcuff case- Basketweave Safariland 90HS	Only Approved Substitutions Saf 90HS	23. ⁰⁰
OC Holder-Basketweave Safariland 38HS	Only Approved Substitutions Saf 38HS	23. ⁰⁰
Magazine Pouch- Basketweave Safariland 77HS	Only Approved Substitutions Saf 77HS	29. ⁰⁰
Baton Holder- Basketweave Safariland 35	Only Approved Substitutions Saf 35	23. ⁰⁰
Belt Keepers- Basketweave Safariland- 4 pack 62-4-4HS	Only Approved Substitutions Saf 62-4-4HS	16. ⁵⁰
Collapsible Baton- ASP 26"	Only Approved Substitutions ASP F26	29. ⁰⁰
Chemical Agent Freeze +P 2K3	Only Approved Substitutions Aero freeze	8. ⁵⁰
Handcuffs- Peerless Hinged or Equal	Peerless 801 hinged +P2K3	33. ⁰⁰
Metal Report Book Holder	Saunders 10017	22. ⁰⁰
Metal Ticket Book Holder	Saunders 10007	15. ⁰⁰
Flashlight- Streamlight #75713 Rechargeable W/O piggyback Charger	Only Approved Substitutions Streamlight 75713	109. ⁰⁰
Flashlight Holder- Basketweave Safariland 306-11-4	Only Approved Substitutions Saf 306-11-4	19. ⁵⁰
24" Equipment Bag	U.S. Peacekeepers P21225	39. ⁰⁰
Plainclothes Holster- Safariland 6377	Only Approved Substitutions Saf 6377	34. ⁰⁰
Ammo Pouch- Single Safariland 074	Only Approved Substitutions Saf 074	16. ⁰⁰
Ammo/Cuff Pouch- Safariland 573	Only Approved Substitutions Saf 573	32. ⁰⁰
Plainclothes Holster- Blackhawk Serpa CQC Matte Finish	Only Approved Substitutions BH Serpa CQC	34. ⁰⁰
Ammo Pouch- Blackhawk Serpa Single mag case Matte Finish	Only Approved Substitutions BH mag pouch	16. ⁰⁰
Radio Pouch- Basketweave Safariland 761-5-4	Only Approved Substitutions Saf 761	30. ⁰⁰
Streamlight Waypoint LED Spotlight 44911	Only Approved Substitutions SL 44911	109. ⁰⁰
TOTAL		1049. ⁵⁰

8. Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the same size of the Vestavia Hills Police Department.
9. Bidders shall offer a percentage discount on other items on attached form. By signing this bid sheet, the bidder agrees to meet all the conditions and specifications set forth above.
10. The prices in this bid are for manufacturer's in stock sizing.
11. Any questions regarding this bid should be directed to Chief Dan Rary, (205) 978-0109.
12. Please complete the following information:

Bidder: Municipal and Commercial Uniform

Address: 2208 3rd Ave North Birmingham AL 35203

Telephone: 205.324.6011

Web Address: _____

E-mail Address: e.lmacsmith@gmail.com

Date: 9.10.2014

Vestavia Hills Police Department
Specifications

ITEM	MANUFACTURER	PRICE
Waist Belt- Basket Weave Safariland 99	Only Approved Substitutions Safariland	34.95
Gun Belt- Basket Weave Safariland 94	Only Approved Substitutions Safariland	69.95
Holster- Basketweave Safariland 6280	Only Approved Substitutions Safariland	129.95
Holster-Basketweave Safariland 6280 W/light attachment	Only Approved Substitutions Safariland	139.95
Handcuff case- Basketweave Safariland 90HS	Only Approved Substitutions Safariland	27.95
OC Holder-Basketweave Safariland 38HS	Only Approved Substitutions Safariland	24.95
Magazine Pouch- Basketweave Safariland 77HS	Only Approved Substitutions Safariland	30.95
Baton Holder- Basketweave Safariland 35	Only Approved Substitutions Safariland	24.95
Belt Keepers- Basketweave Safariland- 4 pack 62-4-4HS	Only Approved Substitutions Safariland	19.95
Collapsible Baton- ASP 26"	Only Approved Substitutions Asp	89.95
Chemical Agent Freeze +P 2K3	Only Approved Substitutions Nerko	9.95
Handcuffs- Peerless Hinged or Equal	Peerless	36.95
Metal Report Book Holder	Saunders	24.95
Metal Ticket Book Holder	Saunders	24.95
Flashlight- Streamlight #75713 Rechargeable W/O piggyback Charger	Only Approved Substitutions Streamlight	129.95
Flashlight Holder- Basketweave Safariland 306-11-4	Only Approved Substitutions Safariland	24.95
24" Equipment Bag	Preimer	29.95
Plainclothes Holster- Safariland 6377	Only Approved Substitutions Safariland	41.95
Ammo Pouch- Single Safariland 074	Only Approved Substitutions Safariland	19.95
Ammo/Cuff Pouch- Safariland 573	Only Approved Substitutions Safariland	38.95
Plainclothes Holster- Blackhawk Serpa CQC Matte Finish	Only Approved Substitutions Blackhawk	44.95
Ammo Pouch- Blackhawk Serpa Single mag case Matte Finish	Only Approved Substitutions Blackhawk	19.95
Radio Pouch- Basketweave Safariland 761-5-4	Only Approved Substitutions Safariland	32.95
Streamlight Waypoint LED Spotlight 44911	Only Approved Substitutions Streamlight	109.95
TOTAL		1183.80

8. Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the same size of the Vestavia Hills Police Department.
9. Bidders shall offer a percentage discount on other items on attached form. By signing this bid sheet, the bidder agrees to meet all the conditions and specifications set forth above.
10. The prices in this bid are for manufacturer's in stock sizing.
11. Any questions regarding this bid should be directed to Chief Dan Rary, (205) 978-0109.
12. Please complete the following information:

Bidder: CPR Savers & First Aid Supply - Darryl Cooper

Address: 7904 E Chaparral Rd. # A110-242. Scottsdale, AZ 85250

Telephone: (800) 480-1277 *1018

Web Address: tactical savers.com

E-mail Address: darryl@cpr-savers.com

Date: 09/12/2014

Vestavia Hills Police Department

Specifications

ITEM	MANUFACTURER	PRICE
Waist Belt- Basket Weave Safariland 99	Only Approved Substitutions	26.14
Gun Belt- Basket Weave Safariland 94	Only Approved Substitutions	52.58
Holster- Basketweave Safariland 6280	Only Approved Substitutions	120.92
Holster-Basketweave Safariland 6280 W/light attachment	Only Approved Substitutions	131.05
Handcuff case- Basketweave Safariland 90HS	Only Approved Substitutions	21.28
OC Holder-Basketweave Safariland 38HS	Only Approved Substitutions	21.28
Magazine Pouch- Basketweave Safariland 77HS	Only Approved Substitutions	27.51
Baton Holder- Basketweave Safariland 35	Only Approved Substitutions	21.28
Belt Keepers- Basketweave Safariland- 4 pack 62-4-4HS	Only Approved Substitutions	15.19
Collapsible Baton- ASP 26"	Only Approved Substitutions	74.26
Chemical Agent Freeze +P 2K3	Only Approved Substitutions	14.51
Handcuffs- Peerless Hinged or Equal	Peerless 801B	28.87
Metal Report Book Holder		No Bid
Metal Ticket Book Holder		No Bid
Flashlight- Streamlight #75713 Rechargeable W/O piggyback Charger	Only Approved Substitutions	102.82
Flashlight Holder- Basketweave Safariland 306-11-4	Only Approved Substitutions	18.09
24" Equipment Bag	S.II Tactical 58601	95.21
Plainclothes Holster- Safariland 6377	Only Approved Substitutions	30.09
Ammo Pouch- Single Safariland 074	Only Approved Substitutions	14.59
Ammo/Cuff Pouch- Safariland 573	Only Approved Substitutions	29.79
Plainclothes Holster- Blackhawk Serpa CQC Matte Finish	Only Approved Substitutions	30.54
Ammo Pouch- Blackhawk Serpa Single mag case Matte Finish	Only Approved Substitutions	14.06
Radio Pouch- Basketweave Safariland 761-5-4	Only Approved Substitutions	27.51
Streamlight Waypoint LED Spotlight 44911	Only Approved Substitutions	102.82
TOTAL		1,020.39

8. Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the same size of the Vestavia Hills Police Department.
9. Bidders shall offer a percentage discount on other items on attached form. By signing this bid sheet, the bidder agrees to meet all the conditions and specifications set forth above.
10. The prices in this bid are for manufacturer's in stock sizing.
11. Any questions regarding this bid should be directed to Chief Dan Rary, (205) 978-0109.
12. Please complete the following information:

Bidder: McCain Uniforms

Address: 320 BEACON PARKWAY WEST BIRMINGHAM, AL 35209

Telephone: 205-942-9223

Web Address: _____

E-mail Address: tricia.mccainuniforms@aol.com / mccainuniform@aol.com

Date: SEPTEMBER 15, 2014

Vestavia Hills Police Department
 Specifications

ITEM	MANUFACTURER	PRICE
Waist Belt- Basket Weave Safariland 99	Only Approved Substitutions SAFARILAND	\$31.65
Gun Belt- Basket Weave Safariland 94	Only Approved Substitutions SAFARILAND	\$63.75
Holster- Basketweave Safariland 6280	Only Approved Substitutions SAFARILAND	\$137.50
Holster-Basketweave Safariland 6280 W/light attachment	Only Approved Substitutions SAFARILAND	\$149.75
Handcuff case- Basketweave Safariland 90HS	Only Approved Substitutions SAFARILAND	\$25.75
OC Holder-Basketweave Safariland 38HS	Only Approved Substitutions SAFARILAND	\$25.75
Magazine Pouch- Basketweave Safariland 77HS	Only Approved Substitutions SAFARILAND	\$33.30
Baton Holder- Basketweave Safariland 35	Only Approved Substitutions SAFARILAND	\$25.75
Belt Keepers- Basketweave Safariland- 4 pack 62-4-4HS	Only Approved Substitutions SAFARILAND	\$18.40
Collapsible Baton- ASP 26"	Only Approved Substitutions ASP	\$97.50
Chemical Agent Freeze +P 2K3	Only Approved Substitutions BERKO	\$9.45
Handcuffs- Peerless Hinged or Equal	PEERLESS	\$41.10
Metal Report Book Holder	SAUNDERS	\$23.35
Metal Ticket Book Holder	SAUNDERS	\$16.50
Flashlight- Streamlight #75713 Rechargeable W/O piggyback Charger	Only Approved Substitutions STREAMLIGHT	\$128.25
Flashlight Holder- Basketweave Safariland 306-11-4	Only Approved Substitutions SAFARILAND	\$21.85
24" Equipment Bag	PREMIER	\$23.00
Plainclothes Holster- Safariland 6377	Only Approved Substitutions SAFARILAND	\$36.40
Ammo Pouch- Single Safariland 074	Only Approved Substitutions SAFARILAND	\$17.65
Ammo/Cuff Pouch- Safariland 573	Only Approved Substitutions SAFARILAND	\$36.05
Plainclothes Holster- Blackhawk Serpa CQC Matte Finish 4105-----	Only Approved Substitutions BLACKHAWK	\$40.45
Ammo Pouch- Blackhawk Serpa Single mag case Matte Finish 44A003PL	Only Approved Substitutions BLACKHAWK	\$22.45
Radio Pouch- Basketweave Safariland 761-5-4	Only Approved Substitutions SAFARILAND	\$35.30
Streamlight Waypoint LED Spotlight 44911	Only Approved Substitutions STREAMLIGHT	\$124.60
TOTAL		\$1183.50

RESOLUTION NUMBER 4644

**A RESOLUTION GRANTING ALABAMA POWER COMPANY A
UTILITY EASEMENT FOR CONNECTION OF ELECTRICAL
SERVICE**

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 4644 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

Source of Title:

Deed Book 201319, Page 28266

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF JEFFERSON

W.E. No. A6173-06-AT14

APCO Parcel No. 70265820

Transformer No. S18793

This instrument prepared by: Dean Fritz

KNOW ALL MEN BY THESE PRESENTS, That City of Vestavia Hills, Alabama

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Jefferson County, Alabama (the "Property"): a parcel of land located in the NE¼ of the SW¼ of Section 30, Township 18 South, Range 2 West, more particularly described in that certain instrument recorded in deed book 201319, page 28266, in the office of the Judge of Probate of said County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by Jeffrey Downes

its authorized representative, as of the 23rd day of September, 2014.

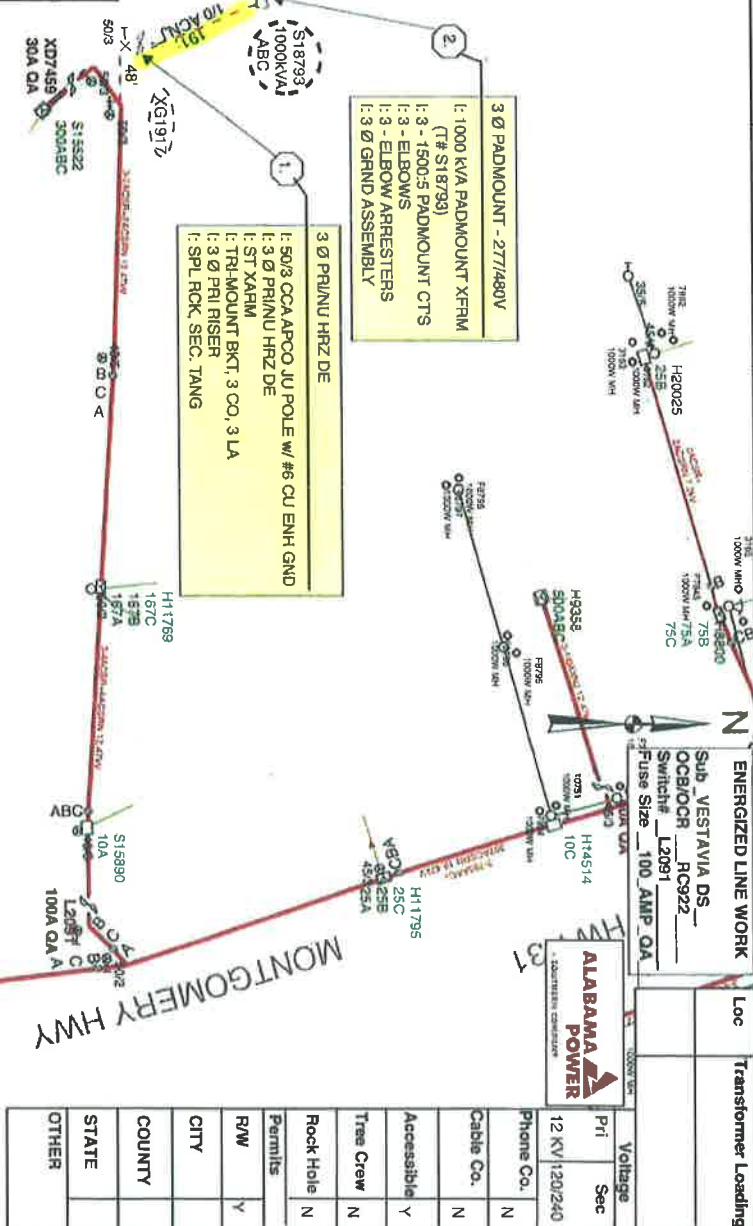
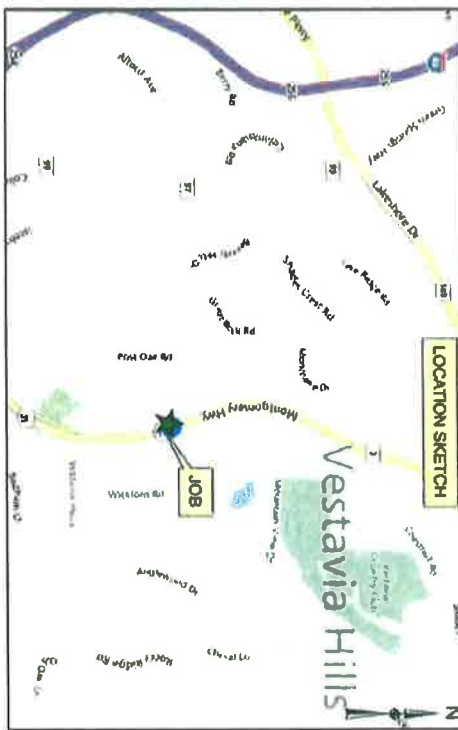
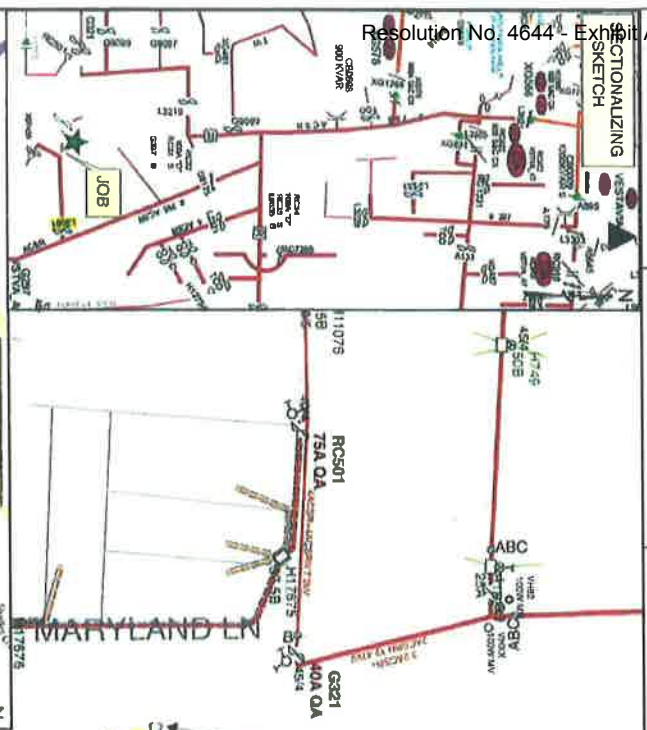
ATTEST (if required) or WITNESS:

City of Vestavia Hills, Alabama
(Grantor - Name of Corporation/Partnership/LLC)

By: [Signature]
Its: City Clerk

By: Jeffrey Downes (SEAL)
Its: City Manager
[Indicate: President, General Partner, Member, etc.]

Customer	VESTAVIA CITY HALL/PD	Location	1032 MONTGOMERY HWY	Cont'd. Svc Date	10/01/2014	County	Jefferson	Section	3D	Township	185	Range	2W	Add'l Info.	1 inch = 100 feet	Estimate No.	WO # A6173-06-AT14
Division	BIRMINGHAM	District	PATTON CHAPEL	Town	VESTAVIA HILLS	User/ID	NHeadick	Created:	9/16/2014	Substation:	VESTAVIA D.S.	X-	04982	Y-	L2091	MISSALL#	



3 Ø PADMOUNT - 277/480V (1# S18793) 1: 3 - 1500:5 PADMOUNT CT'S 1: 3 - ELBOWS 1: 3 - ELBOW ARRESTERS 1: 3 Ø GRND ASSEMBLY	3 Ø PR/NU HRZ DE 1: 50/3 OCA APOO, JU POLE W/ #6 CU ENH GND 1: 3 Ø PR/NU HRZ DE 1: ST XARIM 1: TRIMOUNT BKT, 3 CO, 3 LA 1: 3 Ø PRI RISER 1: SPL, RCK, SEC, TANG
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NOTES:

1. SUPPORTING STATEMENT:
Provide 277/480V service to new Vestavia City Hall and Police Department. Estimated load of 1,105KVA and added revenue of \$195,673. Customer to trench and install two 5" conduits at depth of 42" from top of conduit to top of ditch. APOO personnel to inspect ditch before covering and pad before pouring.

2. CT & METERS:
CT to be 1500:5 padmounted CT's. Customer to install 1 - 1/4" conduits from CT meter location to secondary compartment of the transformer window. CT meter to be within 100' of transformer.

3. CALCULATIONS:
Cable Pkls Max SWBP = 750, SWBP = 96, Tension out = 520, Voltage Drop = 3.62%.

Alabama Power	Transformer Loading	Loc	
Pri	Sec	12 KV	120/240
Phone Co.			
Cable Co.			
Accessible	Y		
Tree Crew	N		
Rock Hole	N		
Permits			
R/W	Y		
CITY			
COUNTY			
STATE			
OTHER			

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: 70265820

All facilities on Grantor: _____ Station to Station: _____

CORPORATION NOTARY

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, MELISSA N. HIPP, a Notary Public, in and for said County in said State, hereby certify that
JEFFREY DOWNES, whose name as CITY MANAGER of
CITY OF VESTAVIA HILLS, ^{MUNICIPAL} a corporation, is signed to the foregoing instrument, and who is known to me,

acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the 13TH day of SEPTEMBER, 2014.

[SEAL]

Melissa N. Hipp
Notary Public
My commission expires: 10/14/2017

ORDINANCE NUMBER 2535

**ORDINANCE TO PROVIDE FOR THE ISSUANCE OF ONE
GENERAL OBLIGATION WARRANT,
SERIES 2014-CWSRF-DL
(PARTIAL PRINCIPAL FORGIVENESS LOAN)
OF THE CITY OF VESTAVIA HILLS, ALABAMA
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$960,000**

BE IT ORDAINED by the City Council of the City of Vestavia Hills, a municipal corporation organized and existing under the laws of the State of Alabama (the "Issuer"), as follows:

Section 1. Definitions and Use of Phrases.

(a) **Definitions.** The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations as used herein:

"**ADEM**" means Alabama Department of Environmental Management, a department of government of the State of Alabama created pursuant to Title 22, Chapter 22A of the Code of Alabama 1975.

"**Allowable Costs**" shall have the meaning given to such term in the Special Conditions Agreement.

"**Authority**" means Alabama Water Pollution Control Authority, a public corporation organized and existing under the laws of the State of Alabama.

"**Authority Indenture**" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee, dated as of January 1, 2004.

"**Authority Loan**" means the loan made to the Issuer by the Authority, the repayment of which is evidenced by the Warrant.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., as successor trustee under the Authority Indenture to J.P. Morgan Trust Company, National Association.

"**Authority Trustee Prime Rate**" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"**City Clerk**" means the City Clerk of the Issuer.

"City Council" means the governing body of the Issuer as from time to time constituted.

"Davis-Bacon Act" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Holder" means the person in whose name the Warrant is registered on the registry book of the Authority Trustee pertaining to the Warrant.

"Interest Payment Date" means each February 15 and August 15, commencing August 15, 2015.

"Issuer" means the City of Vestavia Hills, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama, and includes its successors and assigns and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Loan Amount" has the meaning given in the Special Conditions Agreement.

"Mayor" means the Mayor of the Issuer.

"Ordinance" means an ordinance adopted by the City Council of the Issuer.

"Project" means the stream restoration, wetlands and green space improvements that are to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Conditions Agreement.

"Project Fund" means the fund established by the Authority with the Authority Trustee into which moneys received hereunder will be deposited and from which the Authority Trustee will make Disbursements to or on behalf of the Loan Recipient.

"Project Funds" means the amount deposited into the Project Fund created in the Authority Indenture for Disbursement to or on behalf of the Loan Recipient.

"Redemption Date" means the date designated by the Issuer for redemption of the Warrant, in whole or in part, at the Issuer's option in accordance with Section 3(d) hereof.

"Redemption Price" means the price at which the Warrant may be redeemed.

"Special Conditions Agreement" means the Special Authority Loan Conditions Agreement among the Issuer, the Authority and ADEM, dated as of September 1, 2014.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Warrant" without other qualifying words, means the General Obligation Warrant, Series 2014-CWSRF-DL (Partial Principal Forgiveness Loan), herein authorized.

(b) **Use of Words and Phrases.** The following words and phrases, where used in this Ordinance, shall be given the following and respective interpretations:

"Herein", "hereby", "hereunder", "hereof" and other equivalent words refer to this Ordinance as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1(a) hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

Section 2.1 Findings. The City Council hereby finds and declares that the following facts are true and correct:

(1) The City Council has determined that it is necessary, desirable and in the public interest to construct the Project. The estimated cost of the said improvements is not less than \$1,210,000.

(2) The Issuer has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority to provide funds to pay a portion of the costs of the Project. The award of the loan to the Issuer will be of substantial economic benefit to the Issuer and to its customers by reducing the amount of interest that would be payable by the Issuer if the funds were provided from sources other than the Authority Loan.

(3) The Issuer understands that under the Special Conditions Agreement the Authority may reduce the Authority Loan by the amount of that portion of the Project Funds not committed to binding construction contracts by October 1, 2015 and thereafter, and withdraw any such uncommitted amount from the Project Fund.

(4) The City Council deems it necessary, desirable and in the public interest that the Issuer obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project. In order to evidence the repayment of the Authority Loan by the Issuer to the Authority, the Issuer deems it necessary, desirable and in the public interest that the Warrant hereinafter authorized be issued for the purpose of evidencing the debt of the Issuer to the Authority.

(5) The Issuer is not in default under any resolution or ordinance authorizing any outstanding indebtedness of the Issuer, and no default is imminent.

(6) The City Council hereby finds and declares that the population of the Issuer is at least six thousand (6,000) persons.

Section 3. The Warrant.

(a) **Authority Loan Made and Accepted.** In consideration of the mutual promises made in the Special Conditions Agreement, in this Ordinance and in the Warrant, and subject to

the terms and conditions of each thereof, the Issuer, by the delivery of the Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Warrant, made available in the Loan Amount, in the manner and to the extent specified in the Special Conditions Agreement.

(b) **Authorization and Description of the Warrant.** Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama (1975), as amended, and for the purposes of evidencing the obligation of the Issuer to repay the Authority Loan, there is hereby authorized to be issued one fully registered General Obligation Warrant, Series 2014-CWSRF-DL (Partial Principal Forgiveness Loan), in the aggregate principal amount of \$960,000, subject to the right of the Authority, as set out in the Special Conditions Agreement, to reduce the amount of the Authority Loan evidenced by the Warrant and to provide, in such case, a revised amortization schedule setting forth the remaining amounts of principal owed under the Warrant following any such reduction. The Warrant shall be issued as one fully registered warrant without coupons, shall be dated September 15, 2014, and shall mature and become payable on August 15 in the following principal installments in the following years:

Year	Principal Amount Maturing
2015	\$40,000
2016	40,000
2017	40,000
2018	40,000
2019	40,000
2020	45,000
2021	45,000
2022	45,000
2023	45,000
2024	45,000
2025	50,000
2026	50,000
2027	50,000
2028	50,000
2029	55,000
2030	55,000
2031	55,000
2032	55,000
2033	55,000
2034	60,000

The Warrant shall be initially issued and registered in the name of the Authority.

(c) **Interest Rate and Method of Payment of Principal and Interest.** The principal installments of the Warrant shall bear interest from September 15, 2014, until their respective due dates (i) at the per annum rate of interest of 1.50% from September 15, 2014 through and

including May 15, 2015, computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months and (ii) at the per annum rate of interest of 2.25% (computed as aforesaid) for the period beginning on May 16, 2015 and continuing until the due date of the last maturing installment of principal of the Warrant. Such interest shall be payable on August 15, 2015, and semiannually thereafter on each February 15 and August 15 thereafter until and at the respective maturities of principal installments of the Warrant. Payment of the principal of and interest on the Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the Authority Trustee to the lawful Holder of the Warrant at the address shown on the registry books of the Authority Trustee pertaining to the Warrant; provided, that so long as the Authority is the registered Holder of the Warrant, payment of the principal of and the interest on the Warrant shall be made to the Authority by the Authority Trustee in accordance with directions given to the Authority Trustee by the Authority. Payment of the interest on the Warrant shall be deemed timely made if mailed on the Interest Payment Date, or if such Interest Payment Date is not a business day, then on the first business day immediately following such Interest Payment Date. The final installment of principal on the Warrant shall be payable at the designated office of the Authority Trustee upon presentation and surrender of the Warrant.

Each installment of principal and interest on the Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate, such interest to be computed daily.

(d) **Redemption Provisions.** Those of the principal installments of the Warrant having stated maturities on August 15, 2025, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the Issuer, as a whole or in part (but if in part, in the inverse order of installments of principal and in \$5,000 increments), on August 15, 2024, and on any Interest Payment Date thereafter, at and for a Redemption Price with respect to each principal installment of the Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date. Any such redemption or prepayment of the Warrant shall be effected in the following manner:

(1) **Call.** The Issuer shall adopt a resolution containing the following:
(1) a call for redemption, on a specified date when the principal installments of the Warrant are subject to redemption and prepayment, stating the year or years in which such principal installments have due dates, (2) a statement that the Issuer is not in default hereunder, and (3) a summary of any applicable restrictions upon or conditions precedent to such redemption and the provisions made to comply therewith.

(2) **Notice.** Not less than forty-five (45) days prior to the Redemption Date, the Authority Trustee shall give, or cause to be given, written notice of such redemption and prepayment by United States Registered Mail or United States Certified Mail to the Holder of the Warrant stating the following: that the Warrant (or principal portions thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date and that all interest thereon will cease after the Redemption Date. The Holder of the Warrant may waive the requirements of this subsection.

(3) **Payment of Redemption Price.** Not later than forty-five (45) days prior to the Redemption Date, the Issuer shall make available at the office of the Authority Trustee the total Redemption Price of the Warrant (or principal portions thereof) that is to be prepaid and redeemed on the Redemption Date.

Upon compliance with the foregoing requirements on its part contained in this subsection, and if the Issuer is not on the Redemption Date in default on the payment of the principal of or interest on the Warrant, the Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Warrant is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be prepaid in part to the Authority Trustee in exchange, without expense to the Holder, for a new Warrant of like tenor, except in a principal amount, equal to the unredeemed portion of the Warrant. All future interest on the Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 4. General Obligation of Issuer.

(a) **Full Faith and Credit.** The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the Issuer to which the full faith and credit of the Issuer are hereby irrevocably pledged for payment of the principal of and interest on the Warrant.

(b) **Defeasance.** The Warrant may be defeased and no longer considered outstanding by (A) making provision with the Authority Trustee for the retirement of the Warrant by creating for such purpose an irrevocable trust fund sufficient to provide for payment and retirement of the Warrant (including payment of the interest that will mature thereon until and on the date it is retired, as such interest becomes due and payable), either by redemption prior to the respective maturities of the principal installments, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) United States Securities which are not subject to redemption prior to their respective maturities at the option of the Issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of the Warrant, or (ii) both cash and such United States Securities which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose, (B) providing to the Authority Trustee a certified copy of a resolution adopted by the Issuer calling for redemption the principal installments of the Warrant that, according to said trust agreement, are to be redeemed prior to their respective maturities, and (C) providing the Authority with a verification report prepared by a certified public accountant confirming the sufficiency of the cash and/or United States Securities to provide for the retirement of the Warrant.

Section 5. Warrant Fund.

(a) **Payments Therein and Use and Continuance Thereof.** There is hereby created a special fund to be designated the "City of Vestavia Hills Series 2014-CWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for the payment of the principal of and interest on the Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Warrant has been paid in full.

On or before August 15, 2015, and on or before each February 15 and August 15 thereafter, until the principal of and interest on the Warrant shall have been paid in full, the Issuer will pay into the Warrant Fund an amount equal to the sum of (i) the interest that will mature on the Warrant on such February 15 or August 15, as the case may be, plus (ii) the principal installment that will mature on the Warrant on such August 15.

(b) **Appointment of Authority Trustee.** The Issuer hereby appoints the Authority Trustee as the initial depository for the Warrant Fund. The Issuer shall have no liability for payment of any charges or fees of the Authority Trustee in acting in such capacity, it being understood that all such charges or fees shall be the sole responsibility of the Authority.

(c) **Trust Nature of and Security for the Warrant Fund.** The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the Issuer and the holders of the Warrant either:

(1) by holding on deposit as collateral security, United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Warrant Fund, or

(2) if the furnishing of security in the manner provided in the foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

Section 6. Form of Warrant. The Warrant shall be in substantially the form attached hereto as Exhibit A (which is by reference incorporated herein and made a part hereof as if set out in full herein) with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof.

Section 7. Execution of Warrant by Issuer. The Warrant shall be executed on behalf of the Issuer by its Mayor and attested by its City Clerk, and the seal of the Issuer shall be impressed on the Warrant. Signatures on the Warrant by persons who are officers or officials of the Issuer at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers or officials prior to the delivery of the Warrant.

Section 8. Registration and Transfer.

(a) **Registration Certificate on Warrant.** A registration certificate, in substantially the form appearing in Exhibit A attached hereto, duly executed by the manual signature of the Authority Trustee, shall be endorsed on the Warrant and shall be essential to its validity.

(b) **Registration and Transfer of Warrant.** The Warrant shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Authority Trustee. The Authority Trustee shall be the registrar and transfer agent of the Issuer and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Warrant presented for such purpose, all in the manner and to the extent hereinafter specified.

No transfer of the Warrant shall be valid hereunder except upon presentation and surrender of such Warrant at the office of the Authority Trustee with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Authority Trustee, whereupon the Issuer shall execute, and the Authority Trustee shall register and deliver to the transferee, a new Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Warrant is registered on the books of the Authority Trustee shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made. Each Holder of the Warrant, by receiving or accepting such Warrant, shall consent and agree and shall be estopped to deny that, insofar as the Issuer and the Authority Trustee are concerned, the Warrant may be transferred only in accordance with the provisions of this Ordinance. Any transferee of this Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

The Authority Trustee shall not be required to register or transfer any Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if any Warrant is duly called for redemption (in whole or in part), the Authority Trustee shall not be required to register or transfer such Warrant during the period of forty-five (45) days next preceding any Redemption Date.

Section 9. Persons Deemed Owners of Warrant. The Issuer and the Authority Trustee may deem and treat the person in whose name the Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name the Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 10. Replacement of Mutilated, Lost, Stolen or Destroyed Warrant. In the event the Warrant is mutilated, lost, stolen or destroyed, the Issuer may execute and deliver a new Warrant of like tenor as that mutilated, lost stolen or destroyed; provided that (a) in the case of any such mutilated Warrant, such Warrant is first surrendered to the Issuer and the Authority Trustee, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the Issuer and the Authority Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The Issuer may charge the Holder with the expense of issuing any such new Warrant.

Section 11. Sale of Warrant. In consideration of the funding of the Authority Loan, the Warrant is hereby issued and sold to Alabama Water Pollution Control Authority at a purchase price equal to its initial par amount (\$960,000). The City Clerk is hereby authorized and directed to affix the seal of the Issuer to the Warrant and is directed to deliver the Warrant to the Authority. The issuance of the Warrant to the Authority shall evidence the obligation of the Issuer to repay the Authority Loan.

Section 12. Application of Proceeds from Sale of Warrant. The entire proceeds derived by the Issuer from the Authority Loan (evidenced by the Warrant) shall be held by the Authority Trustee and applied in accordance with the Authority Indenture and the Special Conditions Agreement.

Section 13. Authorization of Special Conditions Agreement. The Mayor is hereby authorized and directed to execute and deliver, in the name and on behalf of the Issuer, the Special Conditions Agreement, in substantially the form marked Exhibit B to this Ordinance and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and directed to affix the seal of the Issuer to the said Special Conditions Agreement and to attest the same.

Section 14. Additional Documents Authorized. The Mayor is hereby authorized and directed to execute such other documents or certificates necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City Clerk is hereby authorized to attest any such other documents or certificates necessary to carry out the transactions contemplated by this Ordinance and is authorized to affix the seal of the Issuer to any such documents or certificates.

Section 15. Provisions for Payment at Par. Each Authority Trustee at which the Warrant shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holders of the Warrant that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Warrant in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

Section 16. Creation of Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the Holder of the Warrant.

Section 17. Provisions of Ordinance Severable. The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Section 18. Events of Default; Remedies on Default. (a) Events of Default. Any of the following shall constitute a default hereunder by the Issuer:

(i) Failure by the Issuer to pay the principal of or the interest on the Warrant when such principal and interest respectively becomes due and payable, whether by maturity or otherwise;

(ii) A default by the Issuer under the ordinance or other authorizing document pursuant to which the Issuer has heretofore or hereafter issued any debt obligations;

(iii) A default by the Issuer under the Special Conditions Agreement entered into in connection with the issuance of the Warrant;

(iv) Failure by the Issuer to perform any of the agreements on its part herein contained (other than payment of the principal of and interest on the Warrant) after thirty (30) days' written notice to it of such failure made by the Authority; or

(v) Determination by a court having jurisdiction that the Issuer is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the Issuer, or the approval by a court of competent jurisdiction of any petition for reorganization of the Issuer or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

(b) Remedies on Default. Upon any default by the Issuer in any one of the ways defined in Section 18(a) hereof, the Authority shall have the following rights and remedies (in addition to any other rights available under the laws of the State of Alabama or under federal law):

(i) Acceleration. The Authority may, by written notice to the Issuer, declare all principal of the Warrant forthwith due and payable, and thereupon it shall so be, anything herein or therein to the contrary notwithstanding. If, however, the Issuer shall make good that default and every other default hereunder (except the principal so declared payable), with interest on all overdue payments of principal and interest, then the Authority, by written notice to the Issuer, may waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto.

(ii) Suits at Law or in Equity. The Authority is empowered to sue on such warrant (i) by mandamus, suit or other proceeding, to enforce all agreements of the Issuer herein contained, (ii) by action or suit in equity, to require the Issuer to account as if it were the trustee of an express trust for the Authority, and (iii) by

action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the Authority.

Nothing herein contained, however, shall be construed to give the Authority or the Authority Trustee the right to compel a sale of the Project or any part thereof, and no foreclosure proceedings or sale shall ever be had with respect to the Project or any part thereof under the authority of this Ordinance.

Section 19. Construction and Acquisition of the Project; Reduction of Loan Amount. (a) The Issuer will commence and complete such construction and acquisition of the Project, including the acquisition of such real estate (or easements or other interests therein) as may be necessary therefor, as soon as possible. Anything in the foregoing to the contrary notwithstanding, the Issuer hereby covenants and agrees to cause all Project Funds to be committed to binding construction contracts by October 1, 2015.

(b) The Issuer understands that in the event the Authority, pursuant to the terms of the Special Condition Agreement, identifies any Unobligated Project Fund Amounts (as such term is defined in the Special Conditions Agreement) and determines to withdraw the same from the Project Fund and reduce the Authority Loan by such amount, the Authority shall have the right to submit a revised amortization schedule respecting payments of principal on the Warrant following such withdrawal and reduction, and the Issuer hereby agrees the Warrant shall be deemed to have been revised and amended in accordance with said revised principal amortization schedule without further action by the Issuer or the City Council. Anything in the foregoing to the contrary notwithstanding, if requested by the Authority the Issuer shall deliver a replacement Warrant reflecting any such revised principal amortization schedule at the cost and expense of the Issuer.

EXHIBIT A
Form of Warrant

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

CITY OF VESTAVIA HILLS, ALABAMA

**GENERAL OBLIGATION WARRANT,
SERIES 2014-CWSRF-DL
(PARTIAL PRINCIPAL FORGIVENESS LOAN)**

The City of Vestavia Hills, a municipal corporation organized and existing under the laws of the State of Alabama (the "Issuer"), for value received, hereby acknowledges that it is indebted to, and hereby orders its Finance Director (or any successor to the duties and functions thereof) to pay to, Alabama Water Pollution Control Authority (the "Authority"), or registered assigns, in the principal sum of

NINE HUNDRED SIXTY THOUSAND DOLLARS (\$960,000)

in principal installments on August 15 in the following respective years and principal amounts (subject to the adjustment of the principal installments on the Warrant as provided in the Ordinance):

Year	Principal Amount Maturing
2015	\$40,000
2016	40,000
2017	40,000
2018	40,000
2019	40,000
2020	45,000
2021	45,000
2022	45,000
2023	45,000
2024	45,000
2025	50,000
2026	50,000
2027	50,000
2028	50,000
2029	55,000
2030	55,000
2031	55,000
2032	55,000
2033	55,000
2034	60,000

with interest on the then unpaid principal balance hereof (i) at the per annum rate of interest of 1.50% from September 15, 2014 through and including May 15, 2015, computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months and (ii) at the per annum rate of interest of 2.25% (computed as aforesaid) for the period beginning on May 16, 2015 and continuing until the due date of the last maturing installment of principal hereof. Such interest shall be payable on August 15, 2015, and semiannually thereafter on each February 15 and August 15 thereafter until and including the due date of the last maturing installment of principal hereof.

Principal and interest on this Warrant are payable by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee"), to the then registered holder hereof at the address shown on the registry books of the Authority Trustee pertaining to the Warrant; provided, that so long as Alabama Water Pollution Control Authority (the "Authority") is the registered holder of this Warrant, the payments of principal of and interest on this Warrant shall be made in accordance with directions given to the Authority Trustee by the Authority. Interest on this Warrant shall be deemed timely made if mailed to the then registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a business day, then on the first business day following such interest payment date. The final installment of principal on the Warrant shall be payable at the designated office of the Authority Trustee upon presentation and surrender of the Warrant. The Ordinance (as defined herein) provides that all payments by the Issuer or the Authority Trustee to the person in whose name this Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Warrant evidences a duly authorized issue designated General Obligation Warrant, Series 2014-CWSRF-DL (Partial Principal Forgiveness Loan), aggregating \$960,000 in principal amount (herein called the "Warrant"). This Warrant is issued only as a single fully registered Warrant and pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama (1975), as amended, and an ordinance (the "Ordinance") duly adopted by the City Council of the Issuer.

The principal installments of the Warrant having stated maturities on August 15, 2025, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the Issuer, as a whole or in part (but if in part, in the inverse order of installments of principal and in \$5,000 increments), on August 15, 2024, and on any interest payment date thereafter, at and for a redemption price with respect to each principal installment of the Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the redemption date.

The Ordinance requires that written notice of the call of redemption of this Warrant (or principal installment thereof) be forwarded by United States Registered or Certified Mail to the registered owner of such Warrant, not less than forty-five (45) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Warrant is to be redeemed, the registered Holder hereof shall surrender this Warrant to the Authority Trustee in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this Warrant. Not later than forty-five (45) days prior to the date fixed for

redemption, the Issuer shall make available at the office of the Authority Trustee the redemption price of the Warrant (or principal portion thereof) that is to be prepaid and redeemed on said redemption date. Upon the giving of notice of redemption and the payment to the Authority Trustee of the redemption price in accordance with the provisions of the Ordinance, and if the Issuer is not in default on the payment of principal or interest on the redemption date, the Warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the Holder thereof shall then and there surrender for prepayment, and all future interest on the Warrant (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Warrant is so presented.

THE INDEBTEDNESS EVIDENCED AND ORDERED PAID BY THIS WARRANT IS AND SHALL BE A GENERAL OBLIGATION OF THE ISSUER TO WHICH THE FULL FAITH AND CREDIT OF THE ISSUER HAVE BEEN IRREVOCABLY PLEDGED FOR PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS WARRANT.

The Issuer has established in the Ordinance a special fund designated "City of Vestavia Hills Series 2014-CWSRF-DL Warrant Fund" for the payment of the principal of, premium, if any, and interest on the Warrant as the same matures and comes due.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description; that this Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness of the Issuer, was at the time the same was created and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

This Warrant is transferable by the registered holder thereof, in person or by authorized attorney, only on the books of the Authority Trustee (the registrar and transfer agent of the Issuer) and only upon surrender of this Warrant to the Authority Trustee for cancellation, and upon any such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Ordinance. Each holder, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that, insofar as the Issuer and the Authority Trustee are concerned, this Warrant may be transferred only in accordance with the provisions of the Ordinance.

The Authority Trustee shall not be required to transfer or exchange this Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Authority Trustee shall not be required to register or transfer this Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

Execution by the Authority Trustee of its registration certificate hereon is essential to the validity hereof.

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IN WITNESS WHEREOF, the Issuer has caused this Warrant to be executed in its name and behalf by its Mayor, has caused its corporate seal to be hereunto affixed and attested by its City Clerk, each of said officers being hereunto duly authorized, and has caused this Warrant to be dated September 15, 2014.

**CITY OF VESTAVIA HILLS,
ALABAMA**

By:

Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

Registration Certificate

This Warrant was registered in the name of the above-registered owner this _____ day of _____, _____.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

Its Authorized Officer

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto the within warrant and hereby irrevocably constitute(s) and appoints _____ attorney, with full power of substitution in the premises, to transfer this warrant on the books of the within-mentioned Authority Trustee.

DATED this ____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company, or Firm*)

By _____
(Authorized Officer)

Its Medallion Number: _____

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

EXHIBIT B

Special Authority Loan Conditions Agreement

DONE, ORDERED AND ADOPTED this the 22nd day of September, 2014.

Alberto C. Zaragoza, Jr., Mayor

SEAL

Attest: _____
Rebecca Leavings, City Clerk

It was moved by Councilmember _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the said ordinance be given. The motion was seconded by Councilmember _____ and on roll call was unanimously adopted, those answering aye being:

AYES:

Nays: None

The Mayor declared the motion unanimously carried.

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

AYES:

Nays: None

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

* * *

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

CERTIFICATE OF CITY CLERK

I, Rebecca Leavings, do hereby certify that I am the duly elected, appointed and acting City Clerk of the City of Vestavia Hills (the "Issuer"), a municipal corporation organized and existing under the laws of the State of Alabama. I do further certify that, as City Clerk of the Issuer, I have access to all original records of the Issuer, and I am duly authorized to make certified copies of its records on its behalf; the attached pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a meeting of the City Council of the Issuer duly held on September 22, 2014, pertaining to the matters therein set out, the original of which is on file and of record in the minute books of the City Council in my custody; the ordinance set forth in such excerpts is a complete, verbatim and compared copy of said ordinance as introduced and adopted by the City Council on such date; and said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of the Issuer and have affixed its official seal hereto, this 22nd day of September, 2014.

City Clerk of the City of Vestavia Hills, Alabama

[S E A L]

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

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 5:00 p.m. on September 22, 2014. The meeting was called to order by the Mayor, and the roll was called with the following results:

Present:

Absent:

* * *

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

* * *

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

[Date]

Alabama Water Pollution Control Authority
Montgomery, Alabama

Re: Loan from Alabama Water Pollution Control Authority

Dear Sir:

We have acted as counsel for the City of Vestavia Hills, Alabama (the "Loan Recipient") in connection with a loan made to the Loan Recipient by Alabama Water Pollution Control Authority (the "Authority") pursuant to the Special Authority Loan Conditions Agreement (the "Agreement") among the Authority, Alabama Department of Environmental Management ("ADEM") and the Loan Recipient, dated as of September 1, 2014, and the other documents and proceedings referred to in the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement.

We have examined (a) executed counterparts of the Agreement, (b) certified copies of certain authorizing proceedings of the Loan Recipient, (c) the Loan Documents, and (d) such other certificates, proceedings, proofs and documents as we have deemed necessary in connection with the opinions hereinafter set forth.

Based upon the foregoing and upon such investigation as we have deemed necessary we are of the opinion that:

(1) The Loan Recipient has corporate power and authority to enter into and perform the Agreement and to execute and deliver the Loan Documents and to issue the Evidence of Indebtedness. The execution, delivery and performance of the Agreement and the Loan Documents have been duly authorized by all requisite action, and the Agreement and the Loan Documents have been duly executed and delivered by the Loan Recipient.

(2) The Agreement, the Loan Documents and the Evidence of Indebtedness constitute legal, valid and binding obligations of the Loan Recipient and are enforceable against the Loan Recipient in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights, and

(ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or at law).

(3) No approval, authorization or other action by or filing with any governmental authority is required in connection with the execution and delivery of the Agreement or the Loan Documents by the Loan Recipient.

(4) Neither the execution or delivery of the Agreement or the Loan Documents by the Loan Recipient nor the performance and observance by it of the agreements and covenants on its part therein contained results or will result in a breach of, or constitute a violation of default under, any contract, agreement or other instrument to which the Loan Recipient is a party or by which it is bound, or constitutes or will constitute a breach or violation of any governmental order applicable to the Loan Recipient or any judgment, decree or court order by which the Loan Recipient is bound.

(5) The Loan Recipient has obtained all necessary licenses, franchises and other governmental permits and approvals necessary for the construction and operation of the Project.

(6) The best of our knowledge, information and belief, after reasonable inquiry, there is no litigation pending or threatened involving any matter referred to in the Agreement or in the Loan Documents.

Very truly yours,

INDEBTEDNESS STATEMENT

We, the undersigned Mayor and Finance Director of the City of Vestavia Hills, Alabama (the "Issuer"), hereby certify that as of the date of the issuance of the Issuer's General Obligation Warrant, Series 2014-CWSRF-DL (Partial Principal Forgiveness Loan), dated September 15, 2014, aggregating \$960,000 in principal amount (the "Warrant"), the total outstanding indebtedness of the Issuer chargeable against the Issuer's debt limit under the Constitution of Alabama of 1901, as amended, and said limit on indebtedness are as follows:

- A. The net assessed valuation of taxable property (excluding exempt and abated property) within the corporate limits of the Issuer as of September 30, 2013 was \$ _____

- B. The limitation on indebtedness applicable to the Issuer (i.e., 20% of \$ _____, representing the assessed value of taxable property within the corporate limits of the Issuer as of September 30, 2013) is not less than \$ _____

- C. The Issuer has outstanding as of the date of this Indebtedness Statement the following obligations in principal amounts not in excess of the amounts stated below:

<u>Description of Indebtedness</u>	<u>Outstanding Principal Balance</u>
The Warrant	\$ 960,000
General Obligation Warrants, Series 2014	9,605,000
General Obligation Warrants, Series 2013-A	10,000,000
General Obligation Warrants (Federally Taxable – Qualified Energy Conservation Bonds – Direct Pay), Series 2013	4,245,000
General Obligation Warrants, Series 2012	6,870,000
General Obligation Warrants, Series 2009-A	10,940,000
Taxable General Obligation Refunding Warrants (Direct Pay Build America Bonds), Series 2009-B	6,070,000
General Obligation Warrants, Series 2008	9,615,000
Capital Leases	
Accrued Compensated Absences (long-term)	_____
Total	\$58,305,000

- D. Of the indebtedness listed in C above, an amount not less than the following amount was issued and remains outstanding for purposes that are exempt from the debt limitation applicable to the Issuer contained in the Constitution of Alabama of 1901, as amended: \$ 0
- E. The total indebtedness chargeable against the constitutional debt limit of the Issuer is therefore \$

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official corporate seal of the Issuer on this the _____ day of September, 2014.

Mayor

Finance Director

[S E A L]

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

September 17, 2014

By Hand Delivery

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

In Re: Loan from Alabama Water Pollution Control Authority (the "Authority") to the City of Vestavia Hills, Alabama (the "City") for Vestavia Hills Stream Restoration Wetland and Green Space Project at Meadowlawn Estates

Dear Mr. Downes:

On September 5, 2014, you sent to me via electronic mail certain documents relative to a proposed loan by Alabama Water Pollution Control Authority (the "Authority") to the City of Vestavia Hills, Alabama (the "City") for the Vestavia Hills Stream Restoration Wetland and Green Space Project at Meadowlawn Estates. Included in the transmission were the following documents:

1. Special Authority Loan Conditions Agreement (*Series 2014-CWSRF-DL*) (*Partial Principal Forgiveness Loan*) among City of Vestavia Hills, Alabama and Alabama Water Pollution Control Authority and Alabama Department of Environmental Management, dated September 1, 2014.
2. E-mail, dated September 4, 2014, from attorney, Curt Gwathney.
3. Ordinance to Provide for the Issuance of One General Obligation Warrant, Series 2014-CWSRF-DL (Partial Principal Forgiveness Loan) of the City of Vestavia Hills, Alabama in the Aggregate Principal Amount of \$960,000.00.
4. Indebtedness Statement.
5. Certificate Designating Loan Recipient Representative.
6. Map.
7. Legal opinion for the City Attorney to prepare, sign and deliver.

September 17, 2014

Page 2

The above documents shall hereinafter be referred to collectively as the "documents." You have requested that I review these documents and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. FACTS

The documents propose a loan by the Authority to the City in the total principal amount of \$1,210,000.00 (including capitalized interest and closing expenses) payable together with interest at the rate of 2.25 percent interest, per annum (except 1.50 percent interest during the capitalized interest period ending May 15, 2015), payable over a 20-year period. Payments shall be made on February 15th and August 15th of each year until paid in full. The indebtedness shall be evidenced by one General Obligation Warrant Series 2014-CWSRF-DL. The documents provide that principal in the amount of \$250,000.00 will be forgiven. Therefore, the total amount due over the amortization period is \$960,000.00. The Bank of New York Mellon Trust Company shall serve as Authority Trustee.

The entire proceeds of the loan will be spent to purchase the four (4) homes situated in the Meadowlawn Estates area in Cahaba Heights. The property will be developed for a park. The documents provide that the City shall cause all project loan funds to be committed to binding construction contracts by October 1, 2015.

II. LEGAL OPINION

It is my legal opinion that the documents meet the requirements of Alabama law. Therefore, please accept this legal opinion as my approval of the documents from a legal standpoint.

III. BASIS FOR LEGAL OPINION

A. MUNICIPALITIES MAY BORROW MONEY: Title 11-47-2, *Code of Alabama, 1975*, provides that the City may borrow money for any lawful purpose and pay all costs, fees and commissions agreed upon in connection with any loan. Cities may issue evidences of indebtedness in the form of interest-bearing warrants maturing at such time as the city council may determine but not exceeding 30 years from the date of issue.

B. MUNICIPALITIES MAY PURCHASE REAL ESTATE: Title 11-40-1, *Code of Alabama, 1975*, authorizes municipalities in Alabama to purchase real estate.

C. MUNICIPALITIES MAY SELL REAL ESTATE: Title 11-47-20, *Code of Alabama, 1975*, authorizes municipalities in Alabama to sell real estate.

D. MUNICIPALITIES MAY DEVELOP AND OPERATE PUBLIC PARK AND RECREATION FACILITIES: Title 11-47-211, Title 11-47-19 and Title 11-47-210.1, *Code of Alabama, 1975*, authorize municipalities in Alabama to acquire, develop and operate public park and recreational facilities.

September 17, 2014

Page 3

IV. MY RECOMMENDATIONS

A. It is my understanding that Walter Schoel Engineering Company, Inc. will be the engineer for this project and will, therefore, prepare or cause to be prepared the construction documents for the development of the park on the land to be acquired by the City. I recommend that the terms, provisions and conditions of the documents relative to this loan be made part of the bid documents and construction contract in order for the contractor to comply therewith.

B. I recommend that the contractor indemnify and hold the City, its public officials and employees harmless from any and all claims, damages, losses and expenses resulting from the performance of the construction work necessary to build the park.

C. I recommend that the contractor, once the bid has been awarded, shall add the City, its public officials and employees as additional insureds to its commercial general liability insurance coverage and commercial umbrella liability coverage required by the construction contract documents.

D. Section 4.3 of the Special Authority Loan Conditions Agreement provides as follows:

“Section 4.3 Release of Responsibility. The Loan Recipient (City) shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, ADEM, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project, including any matter due solely to their own negligence.”

Under Article I, Section 14 of the *Constitution of Alabama of 1901* (absolute immunity), the State of Alabama and its agencies are exempt from suit in any court. Article I, Section 14 reads as follows:

“Sec. 14. State not to be made defendant.

That the State of Alabama shall never be made a defendant in any court of law or equity.”

The Supreme Court of Alabama has held that Article I, Section 14, *Alabama Constitution of 1901*, is the basis for the sovereign immunity in this case. Under this provision, the state and its agencies have absolute immunity from suit in any court. *Phillips v. Thomas*, 555 So.2d 81 (1989) and *Barnes v. Dale*, 530 So.2d 770 (1988).

Based upon the above Alabama legal authorities, I have no problem with the language of Section 4.3.

September 17, 2014
Page 4

V. CITY COUNCIL ACTION

It is my understanding that the City Council will consider the approval and adoption of the proposed ordinance at its regularly scheduled meeting on Monday, September 22, 2014. As I explained to you, I will be out of the state on that date and will miss that meeting. Therefore, I am enclosing my legal opinion as required by the documents.

Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
Enclosure

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

September 23, 2014

Alabama Water Pollution Control Authority
c/o Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

Attention: Vice President

Re: Loan from Alabama Water Pollution Control Authority

Dear Sir:

I have acted as counsel for the City of Vestavia Hills, Alabama (the "Loan Recipient") in connection with a loan made to the Loan Recipient by Alabama Water Pollution Control Authority (the "Authority") pursuant to the Special Authority Loan Conditions Agreement (the "Agreement") among the Authority, Alabama Department of Environmental Management ("ADEM") and the Loan Recipient, dated as of September 1, 2014, and the other documents and proceedings referred to in the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement.

I have examined (a) executed counterparts of the Agreement, (b) certified copies of certain authorizing proceedings of the Loan Recipient, (c) the Loan Documents, and (d) such other certificates, proceedings, proofs and documents as I have deemed necessary in connection with the opinions hereinafter set forth.

Based upon the foregoing and upon such investigation as I have deemed necessary I am of the opinion that:

(1) The Loan Recipient has corporate power and authority to enter into and perform the Agreement and to execute and deliver the Loan Documents and to issue the Evidence of Indebtedness. The execution, delivery and performance of the Agreement and the Loan Documents have been duly authorized by all requisite action, and the Agreement and the Loan Documents have been duly executed and delivered by the Loan Recipient.

September 23, 2014

Page 2

(2) The Agreement, the Loan Documents and the Evidence of Indebtedness constitute legal, valid and binding obligations of the Loan Recipient and are enforceable against the Loan Recipient in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or at law).

(3) No approval, authorization or other action by or filing with any governmental authority is required in connection with the execution and delivery of the Agreement or the Loan Documents by the Loan Recipient.

(4) Neither the execution or delivery of the Agreement or the Loan Documents by the Loan Recipient nor the performance and observance by it of the agreements and covenants on its part therein contained results or will result in a breach of, or constitute a violation of default under, any contract, agreement or other instrument to which the Loan Recipient is a party or by which it is bound, or constitutes or will constitute a breach or violation of any governmental order applicable to the Loan Recipient or any judgment, decree or court order by which the Loan Recipient is bound.

(5) The Loan Recipient has obtained all necessary licenses, franchises and other governmental permits and approvals necessary for the construction and operation of the Project.

(6) The best of my knowledge, information and belief, after reasonable inquiry, there is no litigation pending or threatened involving any matter referred to in the Agreement or in the Loan Documents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick H. Boone", with a long horizontal flourish extending to the right.

Patrick H. Boone
Attorney for City of Vestavia Hills, Alabama

PHB:gp

RESOLUTION NUMBER 4619

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

WITNESSETH THESE RECITALS

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

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

WHEREAS, said vacation will not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the portion of Mayland Lane right-of-way above referred to is commonly referred to as “a portion of Mayland Lane right-of-way” and is more particularly described as follows:

A portion of right of way to be vacated situated in the Northeast one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 2 West, Jefferson County, being more particularly described as follow:

Beginning at a found 5/8 inch rebar marking the Northwest corner of Lot 2C City Hall Survey as recorded in Map Book 238, Page 9 in the Office of the Judge of Probate of Jefferson County, Alabama said point lying on the Easterly right of way of Mayland Lane (right of way varies); thence run South 01 degrees 06 minutes 47 seconds East along the West line of said Lot 2C and along said Easterly right of way for a distance of 705.50 feet to a set 5/8 inch capped rebar stamped GSA CA-560LS; thence run South 73 degrees 50 minutes 56 seconds West along said West line of Lot 2C and along said Easterly right of way for a distance of 16.19 feet to a set

5/8 inch capped rebar stamped GSA CA-560LS; thence leaving said West line of Lot 2C run North 01 degrees 24 minutes 58 seconds West for a distance of 140.84 feet to a set 5/8 inch capped rebar stamped GSA CA-560LS; thence run North 00 degrees 55 minutes 40 seconds West for a distance of 126.58 feet to a set 5/8 inch capped rebar stamped GSA CA-560LS; thence run North 00 degrees 16 minutes 53 seconds East for a distance of 40.17 feet to a set 5/8 inch capped rebar stamped GSA CA-560LS; thence run North 89 degrees 43 minutes 07 seconds West for a distance of 5.00 feet to a set 5/8 inch capped rebar stamped GSA CA-560LS; thence run North 00 degrees 16 minutes 53 seconds East for a distance of 210.11 feet to a set 5/8 inch capped rebar stamped GSA CA-560LS; thence run South 89 degrees 43 minutes 07 seconds East for a distance of 5.00 feet to a set 5/8 inch capped rebar stamped GSA CA-560LS; thence run North 00 degrees 16 minutes 53 seconds East for a distance of 192.27 feet to a set 5/8 inch capped rebar stamped GSA CA-560LS; thence run South 89 degrees 44 minutes 34 seconds East for a distance of 5.21 feet to the POINT OF BEGINNING. Said portion of right of way contains 10,004 square feet, or 0.23 acres more or less.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the vacation of the hereinabove described portion of Mayland Lane right-of-way is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

RESOLVED, DONE AND ORDERED, on this the 13th day of October, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

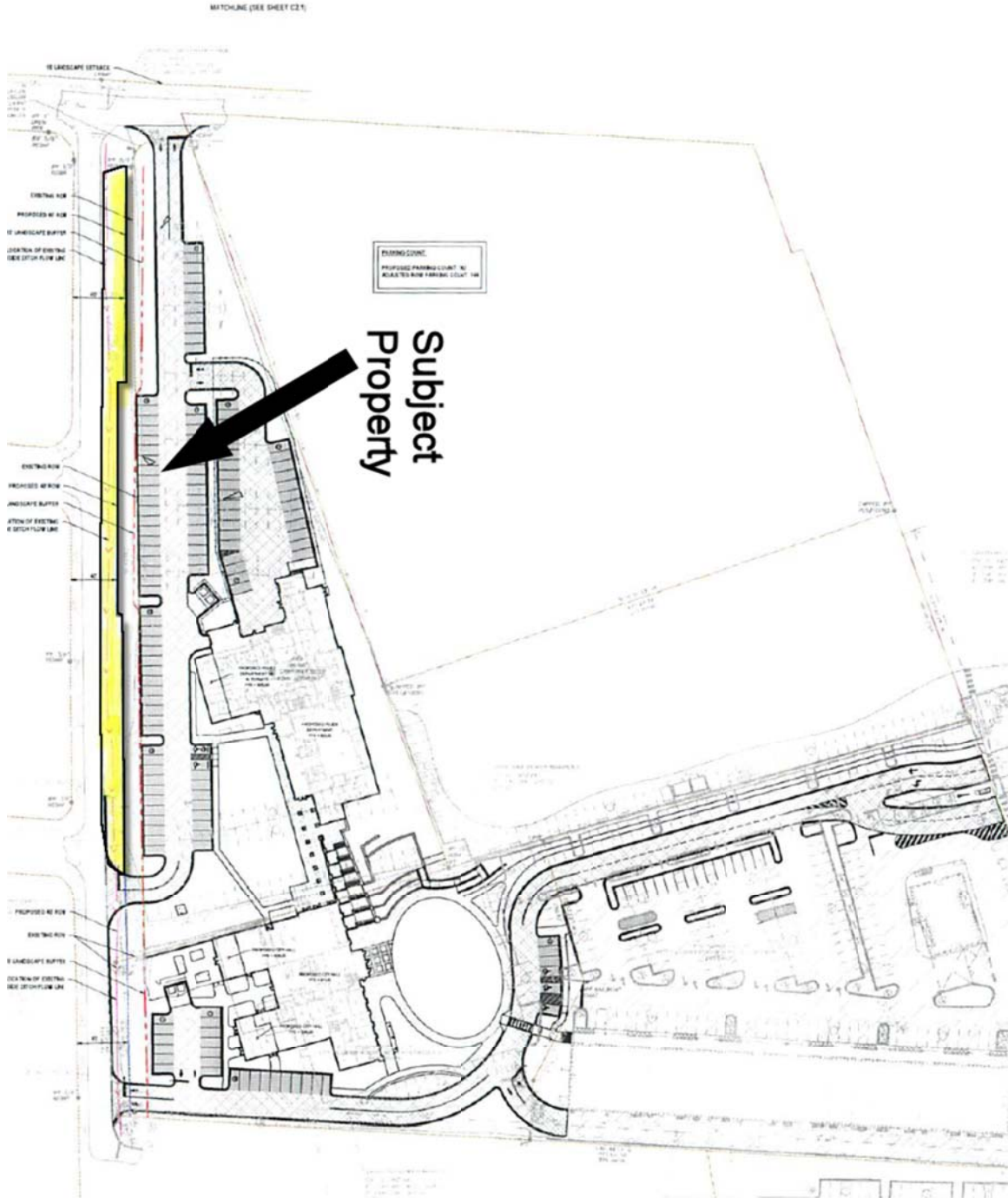
Rebecca Leavings
City Clerk

CERTIFICATION

I, the undersigned qualified acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 13th day of October, 2014, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



**STATE OF ALABAMA
JEFFERSON COUNTY**

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting portion of Mayland Ln as same appears on the Plat of N/A which Plat is recorded in Plat Book _____, at Page _____, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said portion of Mayland Ln as the same appears of record on the Plat to be vacated, and said portion of Mayland Ln is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of portion of Mayland Ln is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that portion of Mayland Ln be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. Portion of Mayland Ln is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 1342 Montgomery Hwy

_____. A copy of the map reflecting the location of _____ is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting portion of Mayland Ln and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: N/A

Legal Description: Portion of Maryland Ln (see legal.)

Owners' Name(s): City of Vestavia Hills

B. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

C. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

D. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

E. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

F. Street Address: _____

Legal Description: _____

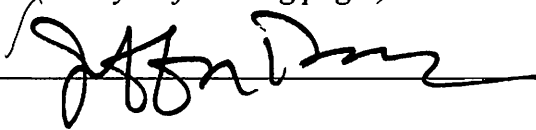
Owners' Name(s): _____

6. All of the undersigned do hereby declare portion of Mayland Ln to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of portion of Mayland Ln and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 15th day of August, 2014.

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)



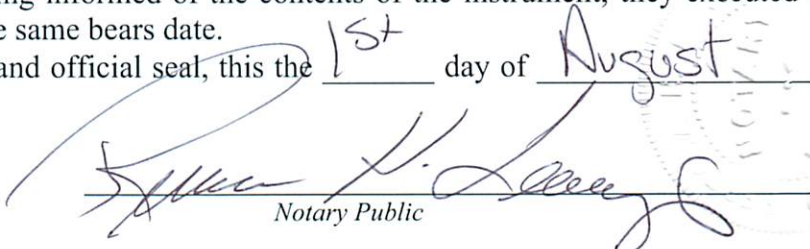
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeff Downes and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 1st day of August, 2014.



Notary Public

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that _____ and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 20_____.

Notary Public



August 5th 2014

Rebecca Leavings

City of Vestavia Hills

513 Montgomery Hwy

Vestavia Hills, AL 35216

RE: Vacation of a portion of Mayland Lane

Dear Ms. Rebecca Leavings

Charter Communications does not have an objection to you vacating the portion of right of way of Mayland Lane shown in yellow on the attached maps sent. If you have any questions please feel free to contact Jeff Edwards at (205) 824-5618 or (205) 356-0765

Sincerely,

Charter Communications

A handwritten signature in black ink that reads 'Jeff Edwards'.

Jeff Edwards

Construction Coordinator

Rebecca Leavings

From: Pennington, Richard <penningtonr@jccal.org>
Sent: Wednesday, April 30, 2014 4:55 PM
To: Rebecca Leavings
Cc: Kemp, Emily; Mixon, Richard; Askew, Woodrow
Subject: vacation of a portion of Mayland Lane road right of way

Ms. Rebecca Leavings
City of Vestavia Hills

Date: April 30, 2014

Re: vacation of a portion of Mayland Lane road right of way

Ms. Leavings:

This responds to your letter dated April 22, 2014 regarding the above referenced vacation of road right of way. Environmental Services Department records indicate that no County maintained sanitary sewers exist within said right of way. Based on the aforementioned, the Environmental Services Department has no objection to the vacation of said right of way insofar as sanitary sewers are concerned.

Sincerely,
Ricky Pennington
Plans Review
Jefferson County Environmental Services Department



June 12, 2014

**THE BIRMINGHAM
WATER WORKS BOARD**

City of Vestavia Hills Municipal Center
Attention: Rebecca Leavings
513 Montgomery Highway
Vestavia Hills, AL 35216

Dear Ms. Leavings:

You may present this letter to interested parties as evidence that the Water Works Board of the City of Birmingham does not have an existing water main running along that portion of Mayland Lane to be vacated north of Mission Road. However, the Water Board has an existing 8" water main located along the southernmost intersection of Mission Road and Mayland Lane which extends across Mayland Lane and continues north along Mayland Lane for approximately 30'. Should future construction (including fencing or grading) be in conflict with the water main it will be at the property owner's expense to contract with the Water Works Board to relocate or retire the existing water main.

In the event the Water Board's water main or pipelines are located under pavement within the public right-of-way, pipelines shall be buried so that the top thereof shall be not less than thirty-six inches (36") below the surface of the ground. Also, in such instances where pipelines shall need construction, relocation and/or repair, the Water Board shall have access to perform necessary construction at the expense of the requestor in the event of a conflict or at the expense of the Water Board where construction maintenance is being performed at the Water Board's direction.

The water main is owned, operated and maintained by the Water Board as a part of its normal distribution system. Service connections can be authorized to the water mains in accordance with our Rules and Regulations, upon proper application to our Distribution Department.

Our distribution system is designed and constructed to meet the requirements of the Alabama Department of Environmental Management, Water Division - Water Supply Program. This property will be supplied from a 16" water main, which has a pressure gradient of 1,225' above mean sea level.

If you have questions, please contact me via email at stacy.johnson@bwwb.org at (205) 244-4257.

Very truly yours,


Stacy Johnson
Assistant Manager – System Development

SJ/ja

D. P. S 167-1

3600 First Avenue North, P. O. Box 830110, Birmingham, Alabama 35283-0110 Phone 205-244-4000 Website: www.bwwsb.com



June 17, 2014

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

Dear Ms. Leavings,

AT&T has received and reviewed the vacation request for a portion of Mayland Lane that adjoins the parking area of the new Vestavia Hills City Hall/Municipal Court/ Police facility. The AT&T facilities in this area are located on the opposite side of Mayland Lane and should not be affected by this vacation.

Sincerely yours,

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

Elizabeth M. Smith – Mgr
Right-of-Way AT&T-Alabama
205-970-5468 (cell)
205-968-5505 (fax)

Date: June 6, 2014



To: Becky Leavings, City Clerk
City of Vestavia Hills
513 Montgomery Hwy
Vestavia Hills, AL 35216

Subject: Mayland Lane, Vacation of rights

Dear Ms. Leavings,

Reference is made to your letter of June 6, 2014 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of Mayland Lane, as more particularly described in such letter and as shown on the attachments to said letter.

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

Please advise if further assistance is required.

Yours truly,

A handwritten signature in black ink, appearing to read "Dean Fritz", with a long horizontal line extending to the right.

Dean Fritz
Corporate Real Estate

Enclosures

RESOLUTION NUMBER 4643

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. TAPAA-TA14(931) SICARD HOLLOW ROAD TUNNEL SAFE ROUTES FOR NON-DRIVERS, CITY OF VESTAVIA HILLS

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

1. That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation (“ALDOT”) relating to a Transportation Alternatives project with partial funding by the Federal Highway Administration, which agreement is before this Council; and
2. That the agreement be executed in the name of the City, for an on behalf of the City, by its City Manager; and
3. That it be attested by the Clerk and the seal of the City affixed thereto; and

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

ADOPTED and APPROVED this the 13th day of October, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, the undersigned qualified and acting City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the 13th day of October, 2014 and that such Resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 20____.

City Clerk

SEAL



ROBERT BENTLEY
GOVERNOR

ALABAMA
DEPARTMENT OF TRANSPORTATION

THIRD DIVISION
OFFICE OF DIVISION ENGINEER
1020 BANKHEAD HWY., WEST
P.O. BOX 2745
BIRMINGHAM, ALABAMA 35202-2745
Telephone: (205) 328-5820

Exhibit A - Resolution No. 4643



JOHN R. COOPER
TRANSPORTATION DIRECTOR

September 9, 2014

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

RE: Jefferson County
Project No. TAPAA-TA14(931)
Sicard Hollow Road Tunnel Safe
Routes for Non-Drivers, City of
Vestavia Hills

Dear Mayor Zaragoza:

Attached is the original agreement between the Department of Transportation and the City of Vestavia Hills on the above referenced project.

This agreement is submitted to the City for approval. After execution by the City Council, please return the original document, with original signatures and the City Seal affixed to this office for further handling. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the original agreement.

If you have any questions concerning this agreement, please contact Mrs. Renya Hooks of this office, telephone (205) 581-5883.

Sincerely,

Brian C. Davis
Division Engineer

BCD/LAT/RMH/trs
Attachment
C: File w/att.

**AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROJECT**

**BETWEEN THE STATE OF ALABAMA AND
THE CITY OF VESTAVIA HILLS**

Jefferson County

Sicard Hollow Road Tunnel Safe Route

Project No. TAPAA-TA14(931)

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and the City of Vestavia Hills, Alabama, hereinafter referred to as AGENCY, in cooperation with the U. S. Department of Transportation, Federal Highway Administration, hereinafter referred to as FHWA, and

WHEREAS, legislation enacted by the U. S. Congress authorizing the establishment of a Transportation Alternatives Program, and

WHEREAS, said legislation requires that two percent of the “Moving Ahead for Progress in the 21st Century Act” or the “MAP-21” funds be available for transportation alternatives activities, and

WHEREAS, transportation alternatives activities are defined as...

1. Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian lighting, downtown streetscape (combination of sidewalks, pedestrian lighting and landscaping), and other transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
2. Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

3. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
4. Construction of turnouts, overlooks, and viewing areas.
5. Community improvement activities, including-
 - i. inventory, control, or removal of outdoor advertising;
 - ii. historic preservation and rehabilitation of historic transportation facilities;
 - iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - iv. archaeological activities relating to impacts from implementation of a transportation project eligible under Title 23.
6. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
 - i. address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
 - ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

WHEREAS, the AGENCY developed a project application, including the document relating thereto, which was subsequently submitted to the STATE and approved, and

WHEREAS, it is in the public interest for the STATE and the AGENCY to participate in a transportation alternatives program, as reflected by such project application.

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

PART TWO (2): PROJECT PROVISIONS

A. Project Description: The AGENCY will undertake a transportation alternatives project in accordance with this Agreement, plans approved by the STATE and the requirements, provisions, terms, and conditions of the project application, including the documents relating thereto, developed by the AGENCY and approved by the STATE. This application, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the AGENCY that failure to carry out the project in accordance with the Agreement, approved plans and the project application,

including documents related thereto, may result in the loss of federal funding for the project.

- B. Time Limit:** This project will commence upon execution of this Agreement and upon written authorization to proceed from the STATE directed to the AGENCY. The AGENCY shall have no more than two (2) years from the date of execution of this agreement to have the project authorized for construction, or to begin right-of-way acquisition, or to commence other eligible activities in accordance with the scope of work approved by the STATE. If this stipulation is not met, the STATE will notify the AGENCY in writing that the project is terminated.

- C. Project Funding:** It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program funds as authorized under MAP-21 and the STATE will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the AGENCY prior to accomplishment of work for which reimbursement is requested. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal transportation alternatives funds and 20 percent AGENCY funds, not to exceed a maximum sum of \$378,966.00 in federal funds. The estimated cost and participation by the various parties is as follows:

	<u>Total Estimated Cost</u>	<u>Estimated Federal Funds</u>	<u>Estimated Agency Funds</u>	<u>Estimated State Funds</u>
Construction (Including Professional Fees For Construction Engineering and Inspection)	\$473,708.00	\$378,966.00	\$94,742.00	\$0
Total	\$473,708.00	\$378,966.00	\$94,742.00	\$0

Plans for constructing improvements under this project will be developed by or for the AGENCY at no expense to the STATE or FHWA. Construction of improvements under this agreement will be by contract in keeping with applicable competitive bid laws.

Necessary engineering and inspection during construction will be performed by or for the AGENCY and will be paid for with project funds. Any cost incurred by the AGENCY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amount previously stated will be borne and paid by the AGENCY with no liability of the STATE for any such cost.

D. Project Budget: The AGENCY will develop and submit to the STATE for approval a project budget. This budget will be in such form and detail as may be required by the STATE. As a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. Space will be provided for approval by the Division Engineer and date of such approval. All cost for which the AGENCY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the AGENCY be reimbursed for expenditures over and beyond the amount approved by the STATE.

E. Ownership of Property: All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the AGENCY (in accordance with the provisions of 23 CFR Part 635 and 49 CFR Part 24) at no expense to the STATE. This should be shown on the "City and Other Local Public Agency Certification for Physical Construction" form (ROW Certification). Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the AGENCY. In cases where

property is leased, the terms of the lease will not be less than the expected life of the improvements.

- F. Acquisition of Property:** Acquisition of real property by the AGENCY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.
- G. Relocation of Utilities:** The AGENCY will relocate any utilities in conflict with the project improvements without cost to the STATE or FHWA.
- H. Protection of Interest:** No change in use or ownership of real property acquired or improved with funds provided under the terms of this agreement will be permitted without prior written approval from the STATE and FHWA. The STATE and FHWA will be credited on a prorata share any revenues received by the AGENCY from the sale or lease of property, which is the site of the federally funded project.
- I. Purchase of Project Equipment and/or Services:** The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. The AGENCY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The AGENCY will not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the AGENCY will provide all bids to the STATE with a recommendation for award. The AGENCY will not award the contract until it has received written approval from the STATE.

- J. Invoicing:** The AGENCY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the AGENCY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Division Engineer for payment. The AGENCY may bill the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 1-15.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto. Invoices for any work performed by the AGENCY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- K. Maintenance:** Upon completion and acceptance of the work by the STATE, the AGENCY will assume full responsibility for the project work and will maintain the project work for a reasonable life expectancy.
- L. Contracts under this Agreement:** The AGENCY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- M. Records and Reports:**
1. Establishment and Maintenance of Accounting Records: The AGENCY will establish and maintain, in accordance with requirements established by the

STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.

2. **Documentation of Project Cost:** All charges to the Project Account will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE.
 3. **Checks, Orders and Vouchers:** All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
 4. **Reports:** The AGENCY will report to the STATE the progress of the project in such manner as the STATE may require. The AGENCY will also provide the STATE any information requested by the STATE regarding the project.
 5. **Financial Statements:** The AGENCY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
 6. **Right of Access to Records:** The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.
- N. Regulations:** The STATE hereby obligates the AGENCY to comply with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The

STATE, upon request, will furnish to the AGENCY a copy of any and all applicable state and federal laws, rules, regulations, and procedures.

- (1) Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a federal, state or local law, must be applied for the maintenance and long term upkeep of the transportation alternatives project authorized by this agreement.
- (2) The AGENCY agrees that in the event it is determined the user fees have not been applied to long term upkeep of the transportation alternatives project, that federal funds expended on this project must be refunded to the FHWA and the AGENCY will reimburse and pay to the STATE a sum of money equal to the total amount of federal funds expended under this agreement.

- O. Point of Contact:** The applicable or appropriate division office of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the AGENCY.

PART THREE (3): MISCELLANEOUS PROVISIONS

- A. Agency to Indemnify:** The AGENCY will be responsible at all times for this project and all of the work performed under this Agreement and especially the AGENCY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, in both their official and individual capacities, and agents of each, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project. By entering into this agreement, the AGENCY is not an agent of the State, its officers, employees, agents or

assigns. The AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

- B. Federal Immigration Law:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- C. Audit and Inspection:** The AGENCY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the AGENCY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The AGENCY will also permit the above noted persons to audit the books, records and accounts of the AGENCY pertaining to the project at any and all times, and the AGENCY will give its full cooperation to those persons or their authorized representatives, as applicable.
- D. Audit Requirements:** The AGENCY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- E. Termination:** In the event the AGENCY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the AGENCY under this Agreement. Any such default or defaults not corrected by the AGENCY within thirty (30) days following receipt of written notice

from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the AGENCY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the AGENCY will not constitute a waiver of subsequent default or defaults by the AGENCY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.

- F. Retention of Records:** The AGENCY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- G. Performance:** The AGENCY will commence, carry on, and complete the project with all practical dispatch, in a sound, economical, and efficient manner.
- H. Equal Employment Opportunity:** The AGENCY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The AGENCY will take affirmative action to insure that applicants for employment are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives,

will have full access to, and right to examine any and all AGENCY materials for the purpose of monitoring the AGENCY'S compliance with the provisions of this section.

- I. Title VI – Civil Rights Act of 1964:** The AGENCY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d.)et seq.), the regulations of USDOT issued thereunder (49 CFR, Subtitle A, Part 21), and the assurance by the AGENCY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all AGENCY materials which will permit them to monitor the AGENCY for compliance with the provisions of this section.
- J. Prohibited Interest:** No member, officer, or employee of the AGENCY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- K. Americans with Disabilities Act:** The AGENCY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).
- L. Arbitration:** Following the utilization of voluntary alternative dispute resolution, if any dispute should remain, then the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.
- M. Permission to Start Work:** The AGENCY will not proceed with the project work until the STATE gives written authorization for the AGENCY to proceed.
- N. Restrictions on Lobbying:** The prospective participant/recipient, by causing the execution of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under 31 U. S. C. §1352 and the person signing same for and on behalf of the prospective participant/recipient that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient as mentioned above, to any person for

influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under 31 U.S.C. § 1352, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under 31 U.S.C. § 1352, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, and that all such subrecipients shall certify and disclose accordingly.

O. Other Applicable Regulations: The AGENCY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal

Water Pollution Control Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- P. Subcontracts:** The AGENCY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the above clauses as required by the STATE.
- Q. Exhibits M and N** are hereby attached to and made a part of this Agreement.
- R. Agreement Change:** The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- S. Drug Free Workplace Act of 1988:** The AGENCY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.
- T. 7/24th Law:** Nothing shall be construed under the terms of this Agreement by the AGENCY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Vestavia Hills, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk

Type Name of Mayor

APPROVED AS TO FORM:

By: _____
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Brian Davis, Division Engineer

Robert J. Jilla
Multimodal Transportation Engineer

Ronald L. Baldwin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this _____ day of _____, 20__.

Robert Bentley
Governor, State of Alabama



CONSULTANT 3/19/90
REVISED 7/18/90
REVISED 6/16/11

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

7 ✓

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive on all parties.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to consider using appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

RESOLUTION NUMBER 4646

A RESOLUTION ACCEPTING A BID FOR GATEWAY IMPROVEMENTS AT THE INTERSECTION OF INTERSTATE 65 AND MONTGOMERY HIGHWAY

WHEREAS, on September 11, 2014 the City of Vestavia Hills publicly read aloud bids submitted for bid packages for gateway improvements at the intersection of Interstate 65 and Montgomery Highway (Highway 31); and

WHEREAS, the consultants designing the project, Goodwyn Mills and Cawood (“GMC”) have reviewed the bids and recommended the following bid package be awarded to the lowest bidder, Black Jack Horticulture pursuant to detail listed in “Exhibit A” attached to and incorporated into this Resolution Number 4646; and

WHEREAS, the City Manager has reviewed the recommendation set forth by GMC and has recommended acceptance as detailed in “Exhibit A;” and

WHEREAS, the Mayor and City Council feel it is in the best public interest to follow the recommendations of the City Manager and GMC and accept said bid as detailed above.

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

1. The following bid packages as detailed in Exhibit A attached and recommended by the City Manager and the GMC is hereby accepted; and
2. The City Manager is hereby authorized to execute and deliver all documents including, but not limited to contracts (following review and approval by the City Attorney) and requisitions pursuant to said bid detail up to the aforesaid amounts detailed in “Exhibit A”; and
3. This Resolution Number 4646 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Mr. Jeff Downes
 City Manager
 City of Vestavia Hills, Alabama
 513 Montgomery Highway
 Vestavia Hills, Alabama
 35216

RE: **Vestavia Gateway Phase I** - Site work, retaining wall, landscaping and lighting

Dear Jeff:

After a successful bid opening and review of all bids, Goodwyn, Mills and Cawood recommends awarding the Contract, for the landscape work at Vestavia Gateway to **Black Jack Horticulture**. This recommendation is based on the bid of Three hundred and ninety thousand 0/100 Dollars, **(\$390,000.00.)** opened on September 11, 2014 at 10:00 am. The bid tab is attached.

The bid was greater than the estimated amount and budget of \$350,000.00. GMC has negotiated with Black Jack Horticulture on behalf of the City to obtain a scope that reflects the budget of **\$350,000.00**. The following items are included in the reduction:

- Delete the third wall closest to the highway and minimize some of the grading.
(See attached sketch)
- Delete the 1 year maintenance from the base bid.
- Delete 4 light fixtures for a total of 16.
- Delete landscape work on the W side of Hwy 31 next to Royal GMC
- Change all mulch to pine straw

The overall design concept and intent is still intact with these deletions. It is our recommendation that the City approves this amount of \$350,000.00 as well as an additional \$17,000 to include the 1 year maintenance to protect your investment in the landscape. The first year of maintenance is very important in the long term maturity of the work and the proper establishment of all plant material. We hope you consider this recommendation.

Thank you for allowing Goodwyn, Mills, Cawood to assist you with this important project. We look forward to construction beginning.

Very truly yours,

Jane Reed Ross, PLA, ASLA
 Project Manager, GOODWYN, MILLS AND CAWOOD, INC

CERTIFIED TABULATION OF BIDS

PROJECT: VESTAVIA HILLS GATEWAY INTERCHANGE IMPROVEMENTS
PROJECT NO. LBHM140001

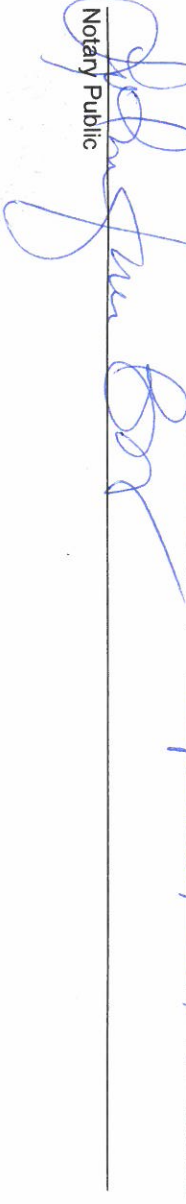
AS TABULATED BELOW, BIDS WERE RECEIVED:
TIME AND DATE: 10:00 AM, TUESDAY, SEPTEMBER 11, 2014
LOCATION: VESTAVIA HILLS MUNICIPAL CENTER COUNCIL CHAMBERS
 513 MONTGOMERY HIGHWAY, VESTAVIA HILLS, AL 35216

CONTRACTOR	LICENSE #	SURETY	ADDENDA	NOTES	BASE BID	ALTERNATE #1	TOTAL W/ALTERNATE #1	ATTACHMENT A
LANDSCAPE WORKSHOP 550 Montgomery Highway, Ste. 300 Birmingham, AL 35216	47712	None	1-2	No Notes on Envelope	No Bid	No Bid	\$00.	No
MILLAM AND CO. 2748 Alton Road Birmingham, AL 35210	43174	All Star Financial Services	1-2	No Notes on Envelope	\$711,204.66	\$17,209.34	\$728,414.	Yes
VISION LANDSCAPES, INC. 2459 Ruffner Ct. Irondale, AL 35210	21252	Merchant's Bonding Co.	1-2	No Notes on Envelope	\$760,018.	\$20,200.	\$780,218.	Yes
BLACKJACK HORTICULTURE 5536 Derby Drive Birmingham, AL 35210	38947	FCCI Insurance Co.	1-2	No Notes on Envelope	\$390,443.	\$24,117.	\$414,560.	Yes
FORESTRY ENVIRONMENTAL SVCS., INC. 2871 Acton Road Birmingham, AL 35243	21921	Travelers Casualty & Surety Co. of America	1-2	No Notes on Envelope	\$580,000.	\$50,000.	\$630,000.	Yes

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Sworn and subscribed before me this 17th day of September, 2014

Notary Public



GOODWYN, MILLS & CAWOOD, INC.

Signature



