

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

1. Call to Order
2. Roll Call
3. Invocation – Written by Kevin Turner and presented by Craig Sanderson of the Kevin Turner Foundation
4. Pledge Of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – September 22, 2014 (Work Session) and September 22, 2014 (Regular Meeting)

Old Business

9. Resolution Number 4619 – A Resolution Vacating A Portion Of Mayland Lane; City Of Vestavia Hills, Owner (*public hearing*)
10. 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 (*public hearing*)
11. 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*)

New Business

12. Resolution Number 4648 – Alcohol License – Jacquelines Inc. d/b/a Cajun Seafood House; 2531 Rocky Ridge Road, Suite 107; 020 – Restaurant Retail Liquor (On-Premise); Maria Esperanza Adan, Executive(s) (*public hearing*)
13. Resolution Number 4649 – Alcohol License – Sree Consulting LLC d/b/a Beverage City; 3374 Morgan Drive; 011 – Lounge Retail Liquor – Class II (Package) (Off-Premise); Ramachary Athan, Executive(s) (*public hearing*)

14. Resolution Number 4650 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Alabama Power For Relocation And Installation Of Electrical Improvements For Parking Adjacent To The Vestavia Hills Library In The Forest
15. Resolution Number 4651 – A Resolution Authorizing The City Manager To Execute And Deliver A Permit Agreement With Alabama Department Of Transportation For Traffic Signal Improvements At US Highway 31 And Old Montgomery Highway/Vestavia Hills Plaza Intersection

New Business (Requesting Unanimous Consent)

16. Ordinance Number 2536 – An Ordinance Authorizing And Directing The Mayor And City Manager To Execute And Deliver The Third Addendum To Purchase And Sale Agreement, As Amended, By And Between The City Of Vestavia Hills, Alabama, As “Seller”, And America’s First Federal Credit Union, As “Purchaser”, For The Property Located At 1112 Montgomery Highway, Vestavia Hills, Alabama (*public hearing*)
17. Ordinance Number 2537 – An Ordinance Authorizing And Directing The Mayor And City Manager To Execute And Deliver The Fifth Amendment To Purchase And Sale Agreement, As Amended, By And Between The City Of Vestavia Hills, Alabama, As “Seller”, And Chick-Fil-A, Inc., A Georgia Corporation, As “Purchaser”, For The Property Located At 513 Montgomery Highway, Vestavia Hills, Alabama (*public hearing*)
18. Resolution Number 4653 – A Resolution authorizing the City Manager to Obtain ALTA Surveys for the New Medical Parcel and the New Independent Living Parcel at Patchwork Farms

First Reading (No Action Taken At This Meeting)

19. Resolution Number 4652 - A Resolution Reappointing Tommy Spina As Municipal Court Judge For The City Of Vestavia Hills Municipal Court
20. Citizens Comments
21. Motion For Adjournment

CITY OF VESTAVIA HILLS
CITY COUNCIL
WORK SESSION
MINUTES
SEPTEMBER 22, 2014

The City Council of Vestavia Hills met in a work session on this date at 4:00 PM following posting/publishing pursuant to Alabama law. The Mayor called the work session to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Keith Blanton, Building Official
Greg Gilchrist, Fire Marshal
Terry Ray, Asst. Fire Chief
Dan Rary, Police Chief

The Mayor welcomed the persons in attendance.

Mr. Ben Goldman, Hand Arendall, gave a brief background of a Resolution to be presented to the Council at the regular meeting. He indicated that the attorney representing the owner of the property located on Great Rock Road (the first item of business in the regular meeting) was in the building. He explained the situation as evidenced by the inspections of the Building Official and the Fire Marshal, the progress made through the owner's attorney to date and a letter of protest received by the Clerk this afternoon. He answered all questions from the Council and asked that the Council allow the attorney for the owner to address them prior to the meeting to discuss financial information of the owner and the owner's ability to make the required repairs to the structure.

Frank Galloway III, attorney for the owner, gave a brief description of the earning ability of his client along with information of her savings and the team that they have been able to build to dedicate time, expertise and resources to repair her home.

Discussion ensued as to the owner's intent to renovate her home to make it habitable and the efforts she has made toward that end for herself the last few weeks.

There being no further business, the meeting adjourned at 4:37 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 22, 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
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Dan Rary, Police Chief
Tim Holcomb, Asst. Police Chief
Jim St. John, Fire Chief
Marvin Greene, Asst. Fire Chief
Terry Ray, Asst. Fire Chief
Greg Gilchrist, Fire Marshal
Keith Blanton, Building Official
Conrad Garrison, City Planner
Christopher Brady, City Engineer

Invocation was given by Andrew Westmoreland; Samford University President, 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 tomorrow begins strategic sessions with Park and Recreation stakeholders to determine processes for improvement of field conditions, etc.
- A Department Head retreat has been scheduled for November 12 and an agenda is begin put together and should be completed soon. The retreat will be offsite but in town so that Department Heads can devote the time and energy toward the tasks in the retreat.

PROCLAMATION

The Mayor presented a proclamation designating the month of October as “Fire Prevention Month.” Mr. Downes read the proclamation and presented it to Fire Marshal Gilchrist.

COUNCILOR REPORTS

- Mr. Pierce welcomed Andrew Burke, Chamber of Commerce Executive Board Member, to the meeting.
- Mr. Pierce gave an update on the high school drug testing program that kicked off this year and indicated that participation includes well over 300 students.
- Mr. Ammons stated that National Night Out will be celebrated on October 7, 2014 at Shades Mountain Baptist Church and invited everyone to attend.
- The Mayor stated that the Library strategic planning which is being funded by the Foundation has begun and the school board is beginning a strategic planning as well.

FINANCIAL REPORTS

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

APPROVAL OF MINUTES

The minutes of September 8, 2014 (Work Session) and September 8, 2014 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the meeting of September 8, 2014 (Work Session) and September 8, 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. Sharp – yes
Mayor Zaragoza – yes

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

OLD BUSINESS

RESOLUTION NUMBER 4639

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

MOTION Motion to approve Resolution Number 4639 was by Mr. Pierce and second was by Mr. Sharp.

Mayor Zaragoza introduced Ben Goldman of the law firm of Hand Arendall, LLC. Mayor Zaragoza asked Mr. Goldman to explain Resolution Number 4639, which calls for the demolition of a building or structure at 2253 Great Rock Road, Vestavia Hills, Alabama (“the Subject Property”).

In preparation for this hearing, a packet was submitted to the Mayor and Members of the City Council. The packet contains 1.) the Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens, 2.) the *Alabama Messenger* Affidavit of Publication of Notice, 3.) evidence of delivery of certified mailings of the Lis Pendens, a receipt of delivery of the Lis Pendens for Regions Bank, and proof of posting of the Lis Pendens at the Subject Property, 4.) the Unsafe Building Inspection Checklist, 5.) photographs from the inspection of the Subject Property on July 7, 2014, 6.) Facebook posts and photographs relating to the Subject Property, 7.) photographs of the Subject Property submitted by neighbors, 8.) a WIAT 42 Report concerning the Subject Property, 9.) correspondence with Frank C. Galloway, III, counsel for Brenda Jayne Fields, the owner of the Subject Property, 10.) photographs of the Subject Property submitted by Mr. Galloway and 11.) photographs of the Subject Property taken during the inspection on September 17, 2014. A copy of the packet was also filed with the City Clerk, and during the hearing, the packet was admitted into evidence in support of the proposed demolition. A copy of the packet will remain available for inspection in the office of the City Clerk. A copy of the packet was also given to Frank C. Galloway, III.

Mr. Goldman stated that, prior to the start of the hearing Mr. Galloway filed an objection to the demolition with the City Clerk. Copies of the objection were given to the Mayor and Council Members, and Mr. Goldman asked the Council to receive the objection into evidence and to give it due consideration. A copy of the objection will remain available for inspection in the office of the City Clerk.

Mr. Goldman explained the methods used to give notice to all interested parties as set forth in the Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens* executed on July 14, 2014, as set forth in the *Alabama Messenger* Affidavit

of Publication of Notice, and by making the required postings. He indicated that the methods of service had the desired effect of obtaining the actual notification of any interested parties. In fact, it was noted that Ms. Fields had appeared at the public hearing with counsel to voice objection to the proposed demolition.

Mr. Goldman outlined the lengthy circumstances of public nuisance, structural problems, sanitary problems, and other safety issues that led the City's Appropriate Municipal Officials to declare the Subject Property a dangerous building and to seek its demolition. Moreover, the history of the Subject Property showed that the City had tried to work with the owner over time to remedy various conditions related to the maintenance of the Subject Property, which had all proved ineffective at preventing the further decline of the Subject Property's condition.

Mr. Goldman indicated that the property has electricity but has no running water within the structure because of plumbing problems. He indicated that the binders show no pictures of the bathrooms because the Fire Marshal could not access them due to clutter within the structure. Mr. Goldman also stated that the structure contains a lot of moisture inside and many areas are not able to be viewed or accessed because of the clutter within the house.

The Council received testimony from Keith Blanton, Building Official and one of the City's Appropriate Municipal Officials, for the purpose of administering Ordinance Number 2382. Mr. Blanton explained his findings from his inspections of the Subject Property. Based upon his inspections, Mr. Blanton opined that the Subject Property is a danger to the health and safety of the neighborhood and in its present state is unsafe to the extent that it is a public nuisance, has structural problems, has sanitary problems, and has other safety issues. Mr. Blanton confirmed his findings in the Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens, including 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) and that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 2382. Furthermore, it is Mr. Blanton's opinion that the Subject Property should be demolished. According to Mr. Blanton, the efforts of the property owner to clear out the clutter from some portions of the Subject Property have only revealed additional concerns. However, the clearing out of the structure had not progressed to a point where anyone could affirmatively opine that any portion or member of the Subject Property could be salvaged. In Mr. Blanton's opinion, the Gantt chart submitted by the property owner was speculative and incomplete and does not adequately address all of the known concerns with the Subject Property.

The Council received testimony from Greg Gilchrist, Fire Marshal, Battalion Chief, and one of the City's Appropriate Municipal Officials, for the purpose of administering Ordinance Number 2382. Chief Gilchrist explained his findings from his inspections of the Subject Property. Based upon his inspections, Chief Gilchrist determined that the Subject Property poses a fire hazard, including containing an improper load of combustibles within the building, improper ingress and egress, and an

overgrowth of vegetation around the property that would make it difficult to extinguish a fire at the Subject Property or to prevent its spread to neighboring structures. Furthermore, it is Chief Gilchrist's opinion that the Subject Property is unsafe to the extent that it is a public nuisance and should be demolished.

Mr. Goldman recommended adoption of the Resolution that is before the Council.

Mr. Galloway stated that the Jefferson County Tax Assessor values the subject land at \$113,250 and the structure at \$118,300. Mr. Galloway asked that the Council receive the information from the Tax Assessor into evidence. He stated that the owner was charged with criminal charges in the City's municipal court prior to receiving the Lis Pendens, and the attorney who represented her in the criminal case could not represent her in the civil proceedings. He explained that he was late to this request and stated that he and the owner have made marked progress at cleaning out the residence. He asked the Council for the additional time to allow the owner to clean and repair the structure.

Tracy Hipp, Executive Director of Christian Service Mission, stated that he has viewed the property and that his mission is willing to help the property owner with an attempt at cleaning and repairing of her property.

Mayor Zaragoza opened the floor for a public hearing.

Barbara Howell, 2249 Great Rock Road, stated that she agrees with the findings of the Fire Marshal and the Building Inspector. She stated this problem has been building over the past two decades and is now beyond help. She recounted some of the City's efforts to previously address property maintenance issues at the Subject Property. She stated that "horrific" odors emanate from the property and the neighborhood has suffered greatly from the situation. She asked the Council to please adopt the Resolution ordering demolition and to take action to remedy the situation.

Randy Roberts, 2225 Pine Crest Drive, stated that the Council has a hard decision to make and that they feel sorry for the owner of the property. He pointed out that while they do have empathy for the owner's plight, they should also realize that it was the owner who brought this situation upon herself. He said, "She wants to save her house, but she destroyed her house." He stated this is a chronic condition and needs to be remedied by demolition.

The Mayor asked about the environmental group that came in to clean and inquired why they worked a few days and would leave for days before returning to work again.

Mr. Henley stated that there is no way to know the scope of damage to the property or what it will take to remedy the situation because there is still no good access to view the structure.

Mr. Ammons pointed out that this situation has been reported to different offices in the City since 2003 and the initial inspection of the inside of the structure was July 2014. The photos show both before and after the inspections and show that an additional 90 days will not help this situation.

Mr. Pierce stated asked about the definition of a public nuisance.

Mr. Goldman explained the meaning of a public nuisance and stated that so many safety issues have been identified relative to this structure that he recommends the Council adopt the Resolution ordering demolition.

Mr. Galloway stated that the environmental group came out as a favor to him when they could find time to assist the owner in this cleanup effort. However, this business had larger jobs elsewhere and could only spare these workers when their schedules allow it. With the help of Mr. Galloway, the property owner retained an industrial hygienist to offer advice on the proper manner to clean out of the property, and because of the seriousness of the problem, the industrial hygienist recommended the use of Hazmat gear.

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

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

RESOLUTION NUMBER 4638

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*)

MOTION Motion to approve Resolution Number 4638 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this Resolution authorizes the purchase and installation of signage for the Royal and McCallum Fields as well as landscaping at the entrance to SHAC.

Mr. Ammons stated this is signage for the naming rights for the fields.

Mr. Pierce indicated that the entry needs a makeover.

The Mayor opened the floor for a public hearing. There being no one present to speak on this issue, the Mayor closed the public hearing and 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.

ORDINANCE NUMBER 2531

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)

MOTION Motion to approve Ordinance Number 2531 was by Mr. Henley and second was by Mr. Ammons.

Mr. Downes stated that this Ordinance amends the original organizational ordinance to reflect the regular scheduled work session of the Council on the third Thursday with a new time at 5 PM.

The Mayor opened the floor for a public hearing. There being no one present to speak on this issue, the Mayor closed the public hearing and 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.

ORDINANCE NUMBER 2532

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)

MOTION Motion to approve Ordinance Number 2532 was by Mr. Pierce and second was by Mr. Sharp.

Doug Neil, Daniel Corporation and master developer of the Patchwork Farms PUD, gave a brief background on the development of Patchwork and indicated that this amendment would allow mix uses on the parcel known as the “school parcel” to allow the development of a senior resort living facility and the relocation of the skilled nursing

facility to be constructed by Northport. He highlighted the other changes in the amendment to include a maximum development of 5 single-family homes (already constructed or in construction); inclusion of 0.6 +/- acres at the entrance into the PUD; maximum of 270 attached residential units projected to be constructed on the 17 +/- acres adjacent to the fire station and retaining a 8-acre nature park. He noted that the PUD retains a 15% open space requirement, minimum buffer and building setback requirements and a reduction in the height of buildings to a maximum of 4-stories.

Mr. Sharp stated that the Planning and Zoning Commission studied this request at length and unanimously recommended approval as presented.

Discussion ensued relative to the parameters of development and the change of use on the school parcel.

The Mayor opened the floor for a public hearing. There being no one present to speak on this issue, the Mayor closed the public hearing and 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.

ORDINANCE NUMBER 2533

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*)

MOTION Motion to approve Ordinance Number 2533 was by Mr. Pierce and second was by Mr. Henley.

Charles Beavers, Bradley Arant PC, stated that this request is to rezone a part of a parcel which is currently partially zoned commercial and partially zoned residential for construction of a Zaxby's restaurant. He showed zoning maps depicting the zoning of the areas around the subject property and indicated that revisions were made pursuant to staff recommendations to place the outside ordering speakers in the front to prevent any noise to neighboring residential units, etc.

Mr. Sharp stated that the Planning and Zoning Commission studied this request at length and unanimously recommended approval with modifications to the plans concerning the drive access.

Mr. Beavers stated that the plans were re-drawn to allow only one access which also provided better flow around the building. He submitted the alternate plan for the record.

Mr. Henley stated that the redesign looks much better and that he likes the newer drawing.

The Mayor opened the floor for a public hearing.

Jessica Millsap, 2813 Cahaba Circle, stated that she recognizes there needs to be changes in the community at large but indicated concerns of existing infrastructure to handle the changes. She stated that the adjacent Wall Street is being used as a “cut through” for traffic from Bearden to Green Valley and the roadway isn’t wide enough to handle an increase in traffic that this restaurant might bring to the area.

Mr. Sharp stated these same concerns were expressed at the Planning and Zoning Commission meeting and there were discussions about making Wall Street a “one-way” street if it proves there is an increase in traffic.

Mr. Brady stated that restraints can be made on the roadway of Wall Street and they would address the situation if it merits the need.

Trip Galloway, attorney for owners of property located south of the subject property submitted a letter and indicated that his clients support the request for rezoning.

Mr. Pierce asked about the hours of operation and if lights can be dimmed in late night hours.

Russell Pate, owner of Fowl Play, stated that their hours are 10:30 AM to 10 PM every day and that lighting would be addressed as soon as all individuals are away from the store and there are no personnel present on the property.

There being no one else present to speak on this issue, the Mayor closed the public hearing and 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.

ORDINANCE NUMBER 2534

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)

MOTION Motion to approve Ordinance Number 2534 was by Mr. Sharp and second was by Mr. Pierce.

Brian Harris, Gonzalez Strength Engineering, representing the John Michael Estate, stated that this request is to rezone the property to convert the existing two duplex units into office units. A site plan was presented to the Council.

Discussion ensued concerning the needed changes to bring the building to commercial fire and building codes, if a curb cut could be eliminated and the reasons why Jefferson County Right-of-Way addressed this property at the Commission meeting.

Mr. Harris stated the owner is aware of the requirement and has been working with City staff to ascertain the needed changes. He stated that the site plan was revised to eliminate one of the curb cuts.

Mr. Brady stated that the County isn't sure how much property they need for the ROW acquisition and recommended that it be looked at as it is today and address that need when everything is decided with the County.

The Mayor opened the floor for a public hearing.

Raymond Gotlieb, Metropolitan Properties, stated that he has concerns about further development on this part of the roadway and recommended the installation of deceleration lanes in this area.

There being no one else present to speak on this issue, the Mayor closed the public hearing and called for the question.

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – no	motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4640

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)

MOTION Motion to approve Resolution Number 4640 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that Ashley Mac's is requesting a beer and wine license for the restaurant in Cahaba Heights.

Chief Rary indicated that the Police Department found no problems with the request.

Fletcher Flynn was present in regard to the request and answered questions.

Mr. Pierce asked about employee training for alcohol sales.

Mr. Flynn indicated that they train all of their employees and keep a responsible manager on-premise at all times to ensure the sales are handled correctly.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4641

Resolution Number 4641 – A Resolution Accepting A Bid For Police Uniforms

MOTION Motion to approve Resolution Number 4641 was by Mr. Ammons and second was by Mr. Henley.

Chief Rary stated that two bids were returned for police uniforms. He indicated that recommendation was made to accept the bid submitted by McCain's because it met specifications.

Roll call vote as follows:

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

RESOLUTION NUMBER 4642

Resolution Number 4642 – A Resolution Accepting A Bid For Police Equipment

MOTION Motion to approve Resolution Number 4642 was by Mr. Ammons and second was by Mr. Pierce.

Chief Rary stated that four bids were returned for police equipment. He indicated that recommendation was made to accept the bid submitted by Gulf States because they were the low bidder and their bid met specifications.

Roll call vote as follows:

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

RESOLUTION NUMBER 4644

Resolution Number 4644 – A Resolution Granting Alabama Power Company An Easement For Connection Of Electrical Service At The New City Hall

MOTION Motion to approve Resolution Number 4644 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this Resolution authorizes him to sign an easement agreement for power access to the new City Hall.

Roll call vote as follows:

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

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

MOTION Motion for unanimous consent for the immediate consideration and action on Ordinance Number 2535 was by Mr. Pierce. Second was by Mr. Ammons. Roll call vote as follows:

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

ORDINANCE NUMBER 2535

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)

MOTION Motion to approve Ordinance Number 2535 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this was discussed recently at a Cahaba Heights Town Hall meeting in order to gauge the feelings of the public for this request. He explained that the City has tried several times to obtain FEMA grants to purchase homes in this area to raze and build a floodway area to ease the flooding for the entire area. These requests have been denied. This request is to obtain a loan that would allow the purchase of 4 homes in the designated area, raze them and allow construction of a passive park roughly the size of a junior football field that would double as a floodway in times of flooding. While this will not completely solve the flooding issue, it will help to decrease it. He gave the details of the loan which would add to the City's debt service with \$250,000 of it "forgivable."

William Thomas, Schoel Engineering, stated that he designed the project and explained the function of the floodway.

Kurt Gwaltney, representing ADEM, answered questions concerning the loan.

Mr. Downes stated that the surrounding community was supportive of this request.

Discussion ensued as to the project closing date, the timeline for construction, deadlines, a grant for public park amenities, etc.

The Mayor opened the floor for a public hearing.

David Harwell, 1839 Catala Road, asked if this was the best use for the public funds and if this is a real need.

The Mayor stated that in his opinion it was a true need and yes, it was the best use for these dollars.

Raymond Gotlieb, Metropolitan Properties, encouraged all assistance that the Council can obtain for the improvements in that area.

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
Mayor Zaragoza – yes

Mr. Ammons – 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 October 13, 2014 at 5 PM.

- Resolution Number 4619 – A Resolution Vacating A Portion Of Mayland Lane; City Of Vestavia Hills, Owner (*public hearing*)
- 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
- 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*)

CITIZENS COMMENTS

None.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Henley. Meeting adjourned at 7:25 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

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 the above-referenced Mayland Lane right-of-way 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:

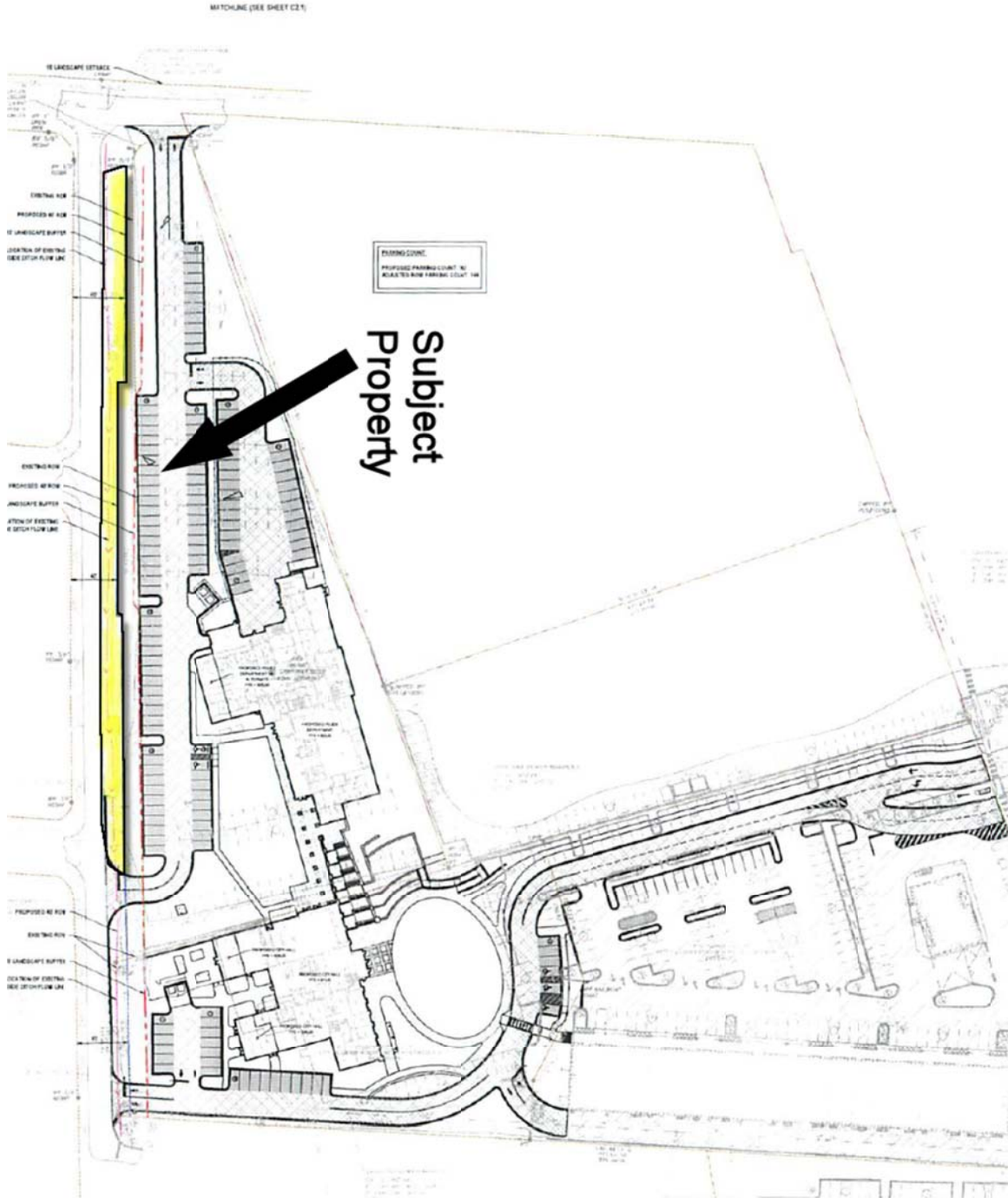
Rebecca Leavings
City Clerk

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: _____

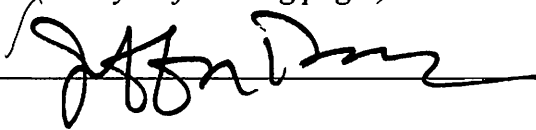
Owners' Name(s): _____

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)



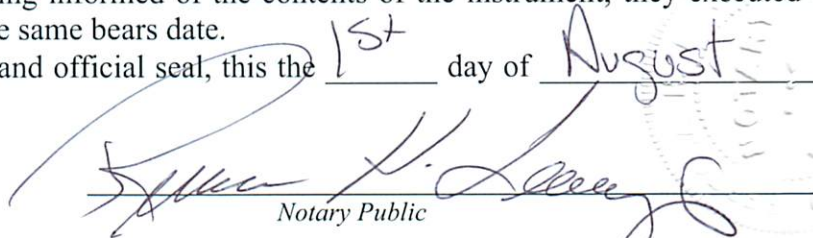
STATE OF ALABAMA

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", written over a horizontal line.

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 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 package 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 13th day of October, 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

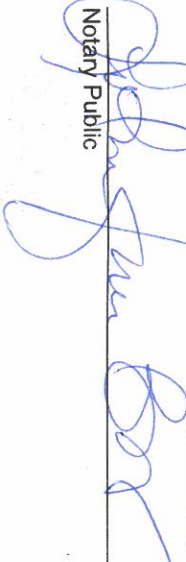
AS TABULATED BELOW, BIDS WERE RECEIVED:
TIME AND DATE: 10:00 AM, TUESDAY, SEPTEMBER 11, 2014
LOCATION: VESTAVIA HILLS MUNICIPAL CENTER COUNCIL CHAMBERS
 513 MONTGOMERY HIGHWAY, VESTAVIA HILLS, AL 35216

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

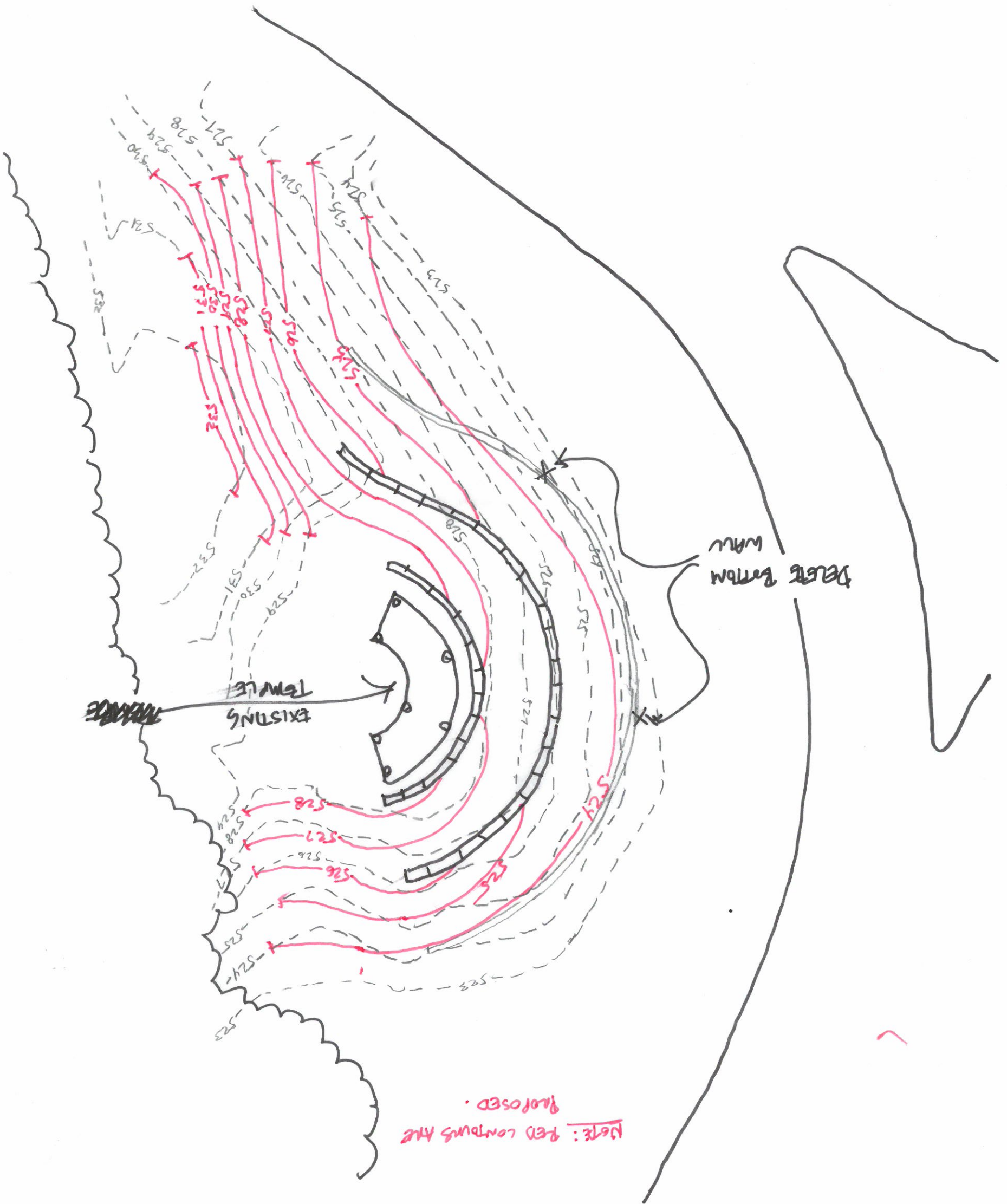
Notary Public


 Notary Public

GOODWYN, MILLS & CAWOOD, INC.

Signature


 Signature



1) LIBRARY CONSTRUCTION FUNDS			
<u>Description</u>			
Warrant Fund Balance			\$1,061,355.86
Interest			\$473.90
Grant Funds (Public Schools & College Authority)	received		\$28,579.90
Grant Funds (Public Schools & College Authority)	requisitioned	funds not received	<u>\$121,420.10</u>
Total - Funds			\$1,211,829.76
Less Approved Expenses:			
Purchase of property/Land for parking lot		\$309,566.21	
Walter Schoel Engineer / pking lot design	Res# 4539	\$29,000.00	
Walter Schoel Engineer / pking lot design & geotechnical services (overruns)	Res# 4636	\$4,250.00	
Building & Earth Sciences	Res# 4636	\$18,000.00	
Veterans Landscaping	Res# 4601	<u>\$572,207.40</u>	
Sub-total expense		\$933,023.61	(\$933,023.61)
Miscellaneous requested per City Engineer			
Advertising (B'ham News)		\$1,500.00	
Additional Design		n/a	
Striping		n/a	
Security Cameras		n/a	
Remediation Work		n/a	
Sub-total expense		\$1,500.00	(\$1,500.00)
Estimated Balance			<u>\$277,306.15</u>
2) SOUTHERN GATEWAY - INTERSTATE 65 & MONTGOMERY HIGHWAY			\$277,306.15
Goodwyn Mills & Cawood - design	Res# 4549	\$51,427.00	
Black Jack Horticulture		\$350,000.00	
Landscaping Maintenance - Black Jack Horticulture		\$17,000.00	
Total Expense		\$418,427.00	(\$418,427.00)
Estimated Funds Required			(\$141,120.85)

RESOLUTION NUMBER 4648

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR JACQUELIN'S INC., D/B/A CAJUN SEAFOOD
HOUSE; MARIA E. ADAN, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Jacquelin's Inc., d/b/a Cajun Seafood House, located at 2531 Rocky Ridge Road, Suite 107, Vestavia Hills, Alabama, for the on-premise sale of 020-Restaurant Retail Liquor; Maria E. Adan, executives.


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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM


DATE: October 3, 2014
TO: Dan Rary, Acting Police Chief
FROM: Rebecca Leavings, City Clerk 
RE: Alcohol License Request –

Please find attached information submitted by Maria E. Adan who request an alcohol license to sell at the Jacquelin's Inc. d/b/a Cajun Seafood House, 2531 Rocky Ridge Road, Suite 107, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 13th day of October, 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: 20140718101757365

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: CAJUN SEAFOOD HOUSE Filing Fee: \$50.00

Applicant: JACQUELINS INC Transfer Fee:

Location Address: 2531 ROCKY RIDGE RD; SUITE 107 VESTAVIA HILLS, AL 35243

Mailing Address: 2531 ROCKY RIDGE RD; SUITE 107 VESTAVIA HILLS, AL 35243

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

NO Type Ownership: CORPORATION

Book, Page, or Document info: LR201414 1844

Date Incorporated: 06/11/2014 State incorporated: AL County Incorporated: JEFFERSON

Date of Authority: 06/11/2014 Alabama State Sales Tax ID: R008979632

Name: Title: Date and Place of Birth: Residence Address:

MARIA ESPERANZA ADAN 6703297 - AL	PRESIDENT	08/01/1963 MEXICO	1784 INDIAN HILLS RD PELHAM, AL 35412

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: MARIA ADAN Home Phone: 205-919-3725
 Business Phone: 205-823-7395 Cell Phone: 205-919-3725
 Fax: E-mail: MJGADAN@YAHOO.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: TSOI KEE ASIAN BISTRO License 1: 002046037
 Applicant: CAO LU License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20140718101757365

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **OAK PARK GROUP 205-979-6519**
 What is lessors primary business? **REAL ESTATE**
 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: **4500** Display Square Footage:
 Building seating capacity: **75** Does Licensed premises include a patio area? **NO**

License Structure: **SHOPPING CENTER** License covers: **PORTION OF**
 Number of licenses in the vicinity: **4** Nearest: **.3**
 Nearest school: **2 miles** Nearest church: **1 miles** Nearest residence: **.5 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:

RESOLUTION NUMBER 4649

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR SREE CONSULTING LLC D/B/A BEVERAGE
CITY; RAMACHARY ATHAN, EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Sree Consulting LLC d/b/a Beverage City, located at 3374 Morgan Drive, Vestavia Hills, Alabama, for the off-premise sale of 011-Lounge Retail Liquor - Class II (Package); Ramachary Athan, executive.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: October 7, 2014

TO: Dan Rary, Acting Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 011-Lounge Retail Liquor - Class II (Package)

Please find attached information submitted by Ramachary Athan who request an alcohol license to sell 011-Lounge Retail Liquor - Class II (Package) at the Sree Consulting LLC d/b/a Beverage City, 3374 Morgan Drive, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 13th day of October, 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:

<input checked="" type="checkbox"/>	<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>
<input type="checkbox"/>	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
<input type="checkbox"/>	<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: 20141002141635349

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** **County:**

Type License: **State:** **County:**

Trade Name: BEVERAGE CITY **Filing Fee:**

Applicant: SREE CONSULTING LLC **Transfer Fee:** \$50.00

Location Address: 3374 MORGAN DR VESTAVIA HILLS, AL 35216

Mailing Address: 8035 MITCHELL LN BIRMINGHAM, AL 35216

County: JEFFERSON **Tobacco sales:** YES **Tobacco Vending Machines:** 0

NO **Type Ownership:** LLC

Book, Page, or Document info: LR 201415

Date Incorporated: 08/13/2014 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 08/13/2014 **Alabama State Sales Tax ID:** R008948918

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

RAMACHARY ATHAN 7483149 - AL	MEMBER	01/01/1969 INDIA	8035 MITCHELL LN BIRMINGHAM, AL 35216

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: RAMACHARY ATHAN

Business Phone: 205-824-2640

Fax:

Home Phone: 205-988-3650

Cell Phone: 678-360-1784

E-mail: R_ATHAN2002@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: BEVERAGE CITY

Applicant: RAMACHARY ATHAN

Previous License Number(s)

License 1: 010384837

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20141002141635349

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **SOUTHMONT DEVELOPMENT COMPANY 205-478-5370**

What is lessors primary business? **REAL ESTATE**

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? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **YES**

Building Dimensions Square Footage: **1800** Display Square Footage: **900**

Building seating capacity: **0** Does Licensed premises include a patio area? **NO**

License Structure: **SHOPPING CENTER** License covers: **PORTION OF**

Number of licenses in the vicinity: **6** Nearest: **2.5**

Nearest school: **1 miles** Nearest church: **.5 miles** Nearest residence: **10 blocks**

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
 Confirmation Number: 20141002141635349



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
 RAMACHARY ATHAN
 Address: 3374 MORGAN DR
 VESTAVIA HILLS, AL 35216
 Telephone: 678-360-1784

NEW APPLICANT:
 SREE CONSULTING LLC
 Address: 8035 MITCHELL LN
 BIRMINGHAM, AL 35216
 Telephone: 205-824-2640

Current License No: 010384837

LICENSED PREMISES ADDRESS: 3374 MORGAN DR VESTAVIA, AL 35216

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 2 day of October, 2014.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Ramachary
 Print Name: RAMACHARY ATHAN
 Title: Member

Ramachary
 Print Name: RAMACHARY ATHAN
 Title: Member

WITNESS: (By ABC Enforcement) Wendy Hobbs
 Revised 9/08

RESOLUTION NUMBER 4650

**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 4650 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EASEMENT – POLE LINE

STATE OF ALABAMA
COUNTY OF JEFFERSON
W.E. No. A6173-14-CN14

APCO Parcel No. 70266172

Transformer No. H6432

This instrument prepared by: Dean Fritz

Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

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

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 described below.

The right from time to time to construct, install, operate and maintain upon, over and across the Property described below, all poles, towers, wires, fiber optics, cables, communication lines, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, the "Facilities") for the overhead transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, and also the right to clear and keep clear a strip of land extending fifteen feet (15') from each side of the center line of the Facilities; further, the right in the future to install and utilize intermediate poles and Facilities on said strip, and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for the Facilities that, in the sole opinion of the Company, may now or hereafter endanger, interfere with or fall upon any of the 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 the Facilities 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 or above said Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following real property situated in Jefferson County, Alabama (the "Property"): a parcel of land located in the NW¼ of the NE¼ of Section 31, Township 18 South, Range 2 West, more particularly described in that certain instrument recorded in deed book 201410, page 231, 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 the 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 said Company, its successors and assigns, forever.

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

its authorized representative, as of the _____ day of _____, 20____.

ATTEST (if required) or WITNESS:

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

By: _____

By: _____ (SEAL)

Its: _____

Its: _____
[Indicate: President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: 70266172

All facilities on Grantor: _____ Station to Station: _____

CORPORATION NOTARY

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of _____, 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 _____ day of _____, 20____.

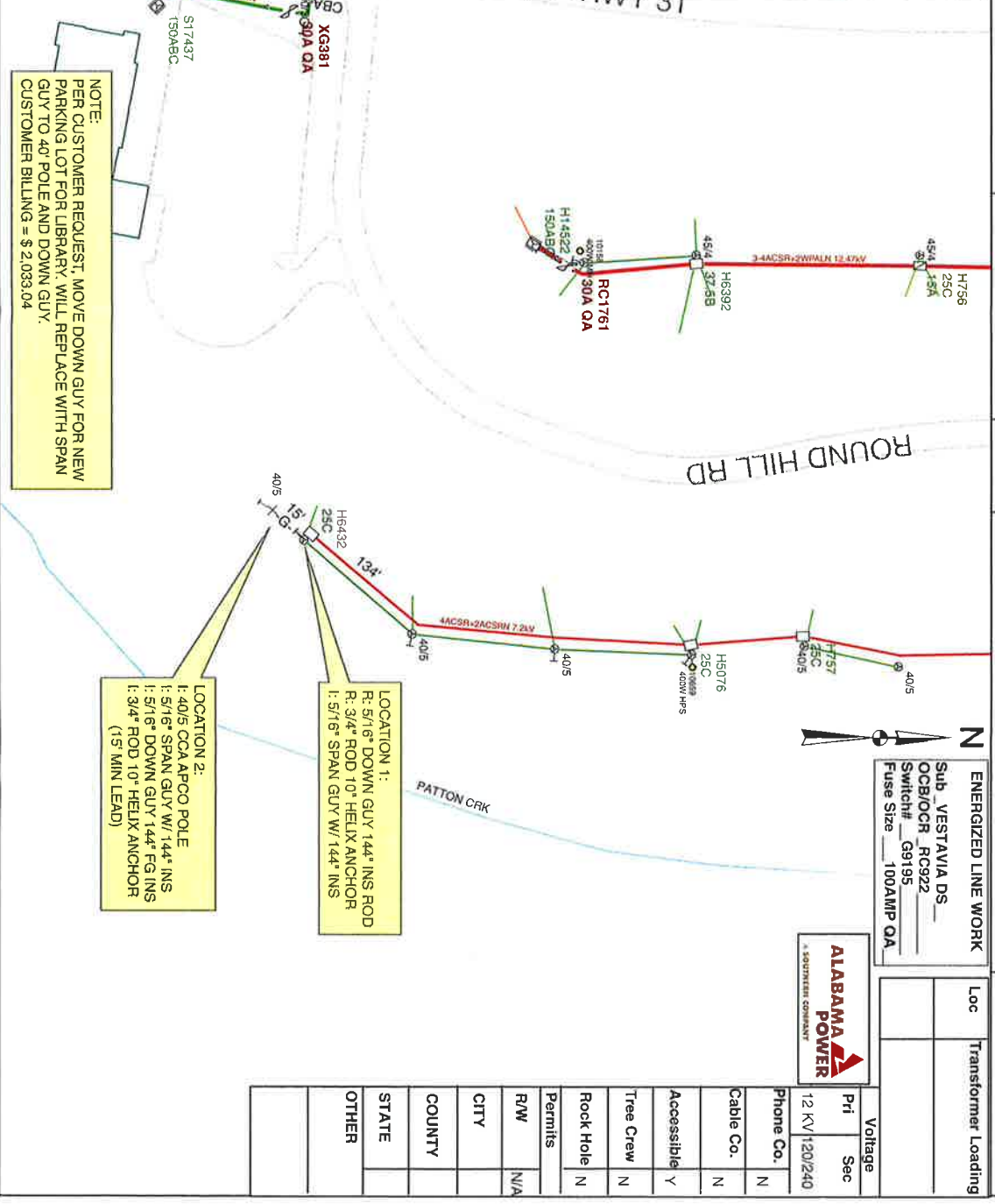
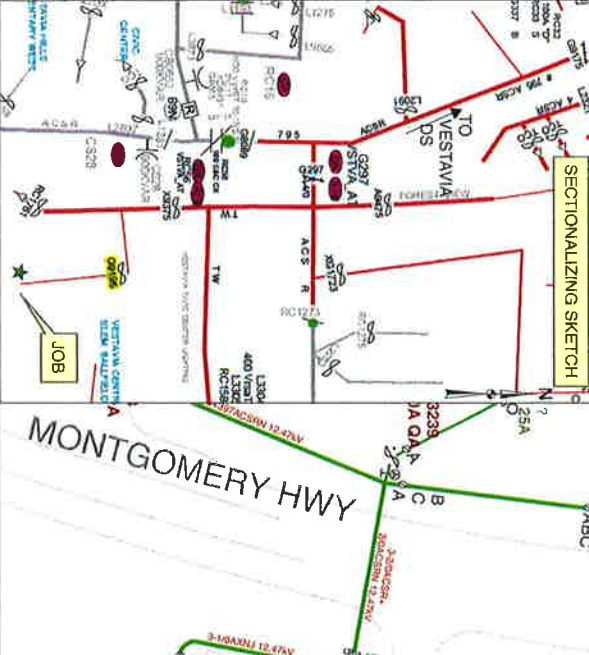
[SEAL]

Notary Public

My commission expires: _____

Customer	VESTAVIA HILLS LIBRARY	Location	1421 ROUNDHILL ROAD	Created Svc Date	10/01/2014	County	Jefferson	Section	31	Township	18S	Range	02W	Add'l Info.	1 inch = 100 feet	Estimate No.	WO # A6173-14-CN14
Division	BIRMINGHAM	District	PATTON CHAPEL	Town	VESTAVIA HILLS	UserID	NHeadrick	Created:	9/30/2014	Substation:	VESTAVIA DS	X-	04982	Y-	G9195	MISSALL#	

1705299 12136544 33.432231 -86.787257



NOTE:
PER CUSTOMER REQUEST, MOVE DOWN GUY FOR NEW
PARKING LOT FOR LIBRARY. WILL REPLACE WITH SPAN
GUY TO 40' POLE AND DOWN GUY.
CUSTOMER BILLING = \$ 2,033.04

- LOCATION 1:
R: 5/16" DOWN GUY 1.44' INS ROD
R: 3/4" ROD 10" HELIX ANCHOR
L: 5/16" SPAN GUY W/ 1.44' INS
- LOCATION 2:
L: 40/5 CCA AP/CO POLE
L: 5/16" SPAN GUY W/ 1.44' INS
L: 5/16" DOWN GUY 1.44' FG INS
L: 3/4" ROD 10" HELIX ANCHOR
(15' MIN LEAD)

Voltage	12 KV/120/240
Pri	Sec
Cable Co.	N
Accessible	Y
Tree Crew	N
Rock Hole	N
Permits	
R/W	N/A
CITY	
COUNTY	
STATE	
OTHER	



RESOLUTION NUMBER 4651

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER A PERMIT AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS AT US HIGHWAY 31 AND OLD MONTGOMERY HIGHWAY/VESTAVIA HILLS PLAZA INTERSECTION

WHEREAS, the Alabama Department of Transportation (“ALDOT”) has requested the City of Vestavia Hills, Alabama to execute a permit for the installation of traffic signal equipment upgrades to the existing U.S. Highway 31 and Old Montgomery Highway/Vestavia Hills Plaza intersection pursuant to Exhibit A attached hereto and incorporated into this Resolution Number 4651 as though written fully therein; and

WHEREAS, the Mayor and City Council have considered the request of ALDOT to authorize the City Manager to enter into an agreement to permit the installation of the traffic signal as identified hereinabove.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, at a regular meeting, duly assembled, a quorum being present, as follows:

1. That the City Manager and City Clerk are hereby authorized to execute the permit (Exhibit A) with the Alabama Department of Transportation to permit the following:
 - a. Installation of traffic signal equipment upgrades to the existing U.S. Highway 31 and Old Montgomery Highway/Vestavia Hills Plaza intersection; and
 - b. Operation and maintenance of an existing traffic signal at the existing U.S. Highway 31 and Old Montgomery Highway/Vestavia Hills Plaza intersection; and
2. That the City Manager and City Clerk are authorized to execute any documents necessary to permit the construction of the new traffic signal provided herein above as required by the Alabama Department of Transportation; and.
3. That this Resolution Number 4651 shall become effective immediately upon its adoption by the City Council of the City of Vestavia Hills, Alabama.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTEST:

Rebecca Leavings
City Clerk

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned City Clerk of the City of Vestavia Hills, do hereby certify that the foregoing Resolution No. 4651 is a true and correct copy of the resolution passed by the City Council of said City at a regular meeting, a quorum being present, on October 13, 2014.

Given under my hand and corporate seal of the City of Vestavia Hills, this the ____ day of _____, 2014.



Rebecca Leavings
City Clerk

For Official Use Only: <i>Legal Reference Number:</i> _____ <i>ALDOT Permit Number:</i> _____
--

Division Permit Number: _____ Project Number: _____

Region / Division: _____ County: _____

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: PERMIT/AGREEMENT for the
INSTALLATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING

This Permit/Agreement, in accordance with resolution number _____  dated _____ (or minutes dated) _____  attached hereto and made part of this Permit/Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE), the _____ **CITY OF VESTAVIA HILLS** (herein referred to as OWNER), and the [applicable not applicable] (herein _____ **GBT REALTY CORPORATION** referred to as PERMITTEE, if applicable and so indicated) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work above indicated by the alphabetic letter of "X" marked in the check-boxes above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A & D] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE** – if more space is needed, please use continuation sheets.

US-31 @ VESTAVIA HILLS PLAZA/OLD MONTGOMERY HIGHWAY

- In the event the work to be accomplished is herein above identified by (A) and/or (B), the STATE OWNER PERMITTEE will furnish and the STATE OWNER PERMITTEE will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the OWNER will be credited or debited for under-runs or overruns respectively, the "**Exhibit O**" is attached to and made part of this Permit/Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable following:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. The State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. The National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the OWNER or PERMITTEE, as applicable, furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the OWNER or PERMITTEE, as applicable, shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Ownership of any and all equipment and/or associated hardware furnished by the STATE shall be transferred to the OWNER upon completion of the work indicated herein.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the OWNER. The OWNER agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The OWNER agrees further to maintain said equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of such maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the OWNER shall effect repairs immediately. If said malfunction presents a potential hazard to the motoring public and the OWNER is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the STATE reserves the right to repair the equipment and/or associated hardware, and invoice the OWNER for all costs incurred. The OWNER agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the OWNER shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by a school authority or a local government on behalf of a school authority and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the OWNER agrees to accept all responsibility for any injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware.

B. All other work. (Mark with "X" if applicable in check-box)

The OWNER PERMITTEE (mark with "X" as applicable for the party identified on page one, section 1) shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER or PERMITTEE, as applicable, anyone employed by the OWNER or PERMITTEE, as applicable, or anyone for whose acts the OWNER or PERMITTEE, as applicable, may be liable.

Additionally, the OWNER shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees, in both their official and individual capacities, from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the OWNER'S operation and maintenance of the equipment and/or associated hardware, or any claim, damage, loss or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER, anyone employed by the OWNER, or anyone for whose acts the OWNER may be liable.

The term "hold harmless" includes the obligation of the OWNER or the PERMITTEE, as applicable, to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE OWNER PERMITTEE.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the OWNER fail to do so upon demand by the STATE. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the OWNER. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Permit/Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the OWNER.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Permit/Agreement.

11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed 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 Permit/Agreement shall contravene any statute of Constitutional Provision or Amendment, be enacted, then the conflicting provision in this Permit/Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Permit/Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. TERMINATION DUE TO INSUFFICIENT FUNDS

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

- 13. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Permit/Agreement.
- 14. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12”, red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter “SEE ATTACHED PLANS”.} **NOTE** – If more space is needed, please use continuation sheets.

SEE ATTACHED PLANS

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control <input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Flashing <input type="checkbox"/> Lane Control <input type="checkbox"/> School Flasher <input type="checkbox"/> Railroad Crossing <input type="checkbox"/> Other: _____ _____ _____	Make: Model #: <input type="checkbox"/> Fixed Time <input type="checkbox"/> Two Phase <input type="checkbox"/> Semi Actuated <input type="checkbox"/> Four Phase <input checked="" type="checkbox"/> Full Actuated <input checked="" type="checkbox"/> Eight Phase <input type="checkbox"/> Other: _____		
		SYSTEM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

- 15. Distance in feet to the nearest adjacent traffic control signal: **NOTE** – if this Permit/Agreement covers more than one intersection, please use a continuation sheet.

North 2,100' South 400' East _____ West _____

- 16. Vertical and horizontal clearances for all traffic control signal equipment and/or associated hardware shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Special and Standard Highway Drawings, current year edition.
- 17. The cycle length for actuated controllers shall be dictated by traffic actuation of the detectors, with minimum time ratios established from data contained in the traffic volume count. The cycle length and green time for fixed time controllers shall be dictated by the traffic volume count with adjustments when STATE approved.
- 18. In the event the warranting of the traffic control signal(s) is(are) based on projected traffic volumes developed and generated by a qualified Transportation Engineering Consulting firm using computer programs, data, and methodology noted in the Transportation Research Board’s Highway Capacity Manual and the Institute of Transportation Engineers’ Trip Generation Handbook, the following shall apply: If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices for Streets and Highways projected warranting criteria, the STATE reserves the right to demand the removal of the traffic control signal and/or associated hardware from the STATE highway system.

19. In the event the work to be accomplished is hereinbefore identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE OWNER PERMITTEE shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Permit/Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycles, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by (A), (B), and/or (C) and any immediately adjoining intersection(s) **NOT** identified hereinbefore but part of a SYSTEM. Said submittals may be computer generated; submittals may include simulation file data. The STATE reserves the right to require the use of any existing timing plan(s) in effect prior to the execution of this Permit/Agreement if the work constitutes an addition to or a part of a SYSTEM; any use of the existing number of timing plans may supersede the hereinabove required minimum of three. Submittal data described herein, as applicable, are attached hereto and made a part of this Permit/Agreement.
20. By entering into this agreement, the OWNER and/or PERMITTEE is not an agent of the State, its officers, employees, agents or assigns. The OWNER and/or PERMITTEE is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
21. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting therefrom.

WITNESS WHEREOF, the parties hereto have caused this Permit/Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Permit/Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Maintenance Engineer.

(Seal of OWNER)



_____ Legal Name of PERMITTEE (if applicable)
By: _____ Authorized Signature for PERMITTEE



Legal Name of OWNER

Attest: _____
(Seal or notary signature)



By: _____
Authorized Signature for OWNER



Recommended for approval:

Approved as to form:

By: _____
Region / Division Engineer Signature

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

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Permit/Agreement is hereby approved on this _____ day of _____, 20____.

APPROVED:

By: _____
State Traffic Engineer Signature

By: _____
State Maintenance Engineer Signature

ORDINANCE NUMBER 2536

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER THE THIRD ADDENDUM TO PURCHASE AND SALE AGREEMENT, AS AMENDED, BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS “SELLER” AND AMERICA’S FIRST FEDERAL CREDIT UNION, AS “PURCHASER”, FOR THE PROPERTY LOCATED AT 1112 MONTGOMERY HIGHWAY, VESTAVIA HILLS, ALABAMA.

THIS ORDINANCE NUMBER 2536 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 13th day of October, 2014.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama (“Seller”) owns the real estate and improvements situated at 1112 Montgomery Highway (Jefferson County Parcel I.D. No. 28-30-3-2-4.002), which was formerly used by the City for a library (the “Property”); and

WHEREAS, on May 12, 2014, the City Council approved and adopted Ordinance Number 2500 authorizing and directing the Mayor and City Manager to execute and deliver a Purchase and Sale Agreement (the “Agreement”) by and between the City of Vestavia Hills (“Seller”) and America’s First Federal Credit Union (“Purchaser”). Among other things, the Agreement provides that the sale price shall be \$950,000.00; and

WHEREAS, on May 13, 2014, the Seller and Purchaser executed and delivered a First Addendum to the Agreement to provide the correct street address of the property as 1112 Montgomery Highway and to establish that the effective date of the contract is May 13, 2014; and

WHEREAS, on August 28, 2014, the Seller and Purchaser executed and delivered a Second Addendum to the Agreement to provide that the Inspection Period be extended from September 10, 2014 to October 10, 2014 to complete the due diligence investigation and to establish that the closing date be not later than October 31, 2014; and

WHEREAS, to date, America’s First Federal Credit Union, as Purchaser, has estimated that the necessary site improvements in order to construct the building amounts to approximately \$335,116.00. In addition, the Alabama Department of Transportation has mandated certain improvements which the Purchaser estimates to be an additional amount of approximately \$175,714.00; and

WHEREAS, America's First Federal Credit Union, as Purchaser, has inquired as to whether or not the City, as Seller, will continue to negotiate this matter and reduce the sales price from \$950,000.00 to \$850,000.00; and

WHEREAS, the City, as Seller, finds and determines that it is in the best public interest to sell the property for \$850,000.00 and to execute and deliver this Third Addendum; and

WHEREAS, the Seller and Purchaser wish to amend the Agreement, as amended, by the execution and delivery of this Third Addendum. A copy of said Third Addendum to Agreement, as Amended, is attached hereto, marked as Exhibit 1 and is incorporated into this Ordinance by reference as though set out fully herein.

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

1. The Mayor and City Manager are hereby authorized and directed to execute and deliver the written Third Addendum to Purchase and Sale Agreement, as Amended, marked as Exhibit 1 and attached hereto.

2. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance which shall continue in full force and effect notwithstanding such holding.

3. The provision of the ordinance shall become effective immediately upon the passage and approval thereof by the City Council of the City of Vestavia Hills, Alabama and the publication and/or posting thereof as required by Alabama law.

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

Mayor 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 # 2536 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 13th day of October 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

**STATE OF ALABAMA
JEFFERSON COUNTY**

**THIRD ADDENDUM TO PURCHASE AND SALE AGREEMENT, AS AMENDED, BY
AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS “SELLER, AND
AMERICA’S FIRST FEDERAL CREDIT UNION, AS “PURCHASER”**

WITNESSETH THIS THIRD ADDENDUM TO PURCHASE AND SALE AGREEMENT, AS AMENDED, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as “Seller” (“City”), and America’s First Federal Credit Union, as “Purchaser”, made and entered into on this the _____ day of October, 2014.

WITNESSETH THESE RECITALS:

WHEREAS, City of Vestavia Hills, Alabama (“Seller”) owns the real estate and improvements situated at 1112 Montgomery Highway (Jefferson County Parcel I.D. No. 28-30-3-2-4.002), which was formerly used by the City for a library (the “Property”); and

WHEREAS, on May 12, 2014, the City Council approved and adopted Ordinance Number 2500 authorizing and directing the Mayor and City Manager to execute and deliver a Purchase and Sale Agreement (the “Agreement”) by and between the City of Vestavia Hills (“Seller”) and America’s First Federal Credit Union (“Purchaser”). Among other things, the Agreement provides that the sales price shall be \$950,000.00; and

WHEREAS, on May 13, 2014, the Seller and Purchaser executed and delivered a First Addendum to the Agreement to provide the correct street address of the property as 1112 Montgomery Highway and to establish that the effective date of the contract is May 13, 2014; and

WHEREAS, on August 28, 2014, the Seller and Purchaser executed and delivered a Second Addendum to the Agreement to provide that the Inspection Period be extended from September 10, 2014 to October 10, 2014 to complete the due diligence investigation and to establish that the closing date be not later than October 31, 2014; and

WHEREAS, to date, America’s First Federal Credit Union, as Purchaser, has estimated that the necessary site improvements in order to construct the building amounts to approximately \$335,116.00. In addition, the Alabama Department of Transportation has mandated certain improvements, which the Purchaser estimates to be an additional amount of approximately \$175,714.00; and

WHEREAS, America’s First Federal Credit Union, as Purchaser, has inquired as to whether or not the City, as Seller, will continue to negotiate this matter and reduce the sales price from \$950,000.00 to \$850,000.00; and

WHEREAS, the City, as Seller, finds and determines that it is in the best public interest to sell the property for \$850,000.00 and to execute and deliver this Third Addendum; and

WHEREAS, the Seller and Purchaser wish to amend the Agreement, as amended, by the execution and delivery of this Third Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Seller and Purchaser hereby mutually and expressly amend the Agreement, as amended, as set forth below.

Notwithstanding anything contained in the Agreement, First Addendum and Second Addendum to the contrary, the Seller and Purchaser agree to the following terms, provisions and conditions to said Agreement, as amended:

1. PURCHASE PRICE: The purchase price shall be Eight Hundred Fifty Thousand Dollars (\$850,000.00).

2. EXPIRATION OF INSPECTION PERIOD: The Inspection Period shall end on the later of the following dates:

(a) October 10, 2014; or

(b) The date that the City Council of the City of Vestavia Hills, Alabama enacts an ordinance authorizing and directing the execution and delivery of this Third Addendum.

3. CLOSING DATE: The sale shall be closed no later than thirty (30) days after the expiration of the Inspection Period.

4. RATIFY AGREEMENT, AS AMENDED: The Seller and Purchaser hereby ratify and reconfirm the terms, provisions and conditions of the Agreement, as amended, not in conflict with items 1, 2 and 3 set forth above.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama and America’s First Federal Credit Union have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the day first above written.

SELLER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Alberto C. Zaragoza, Jr.
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

Third Addendum
page 3

ATTESTED

By _____

PURCHASER:
AMERICA'S FIRST FEDERAL CREDIT UNION

By _____
Its _____

ATTESTED:

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Alberto C. Zaragoza, Jr., whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Third Addendum to Purchase and Sale Agreement, as Amended, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of October, 2014.

Notary Public

My Commission Expires:

SEAL

Third Addendum
page 4

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Third Addendum to Purchase and Sale Agreement, as Amended, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of October, 2014.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of America’s First Federal Credit Union, is signed to the foregoing Third Addendum to Purchase and Sale Agreement, as Amended, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said America’s First Federal Credit Union.

Given under my hand and official seal, this the _____ day of October, 2014.

Notary Public

My Commission Expires:

SEAL



Think strategically·Build creatively

America's First FCU – Vestavia Hills Branch 1112 Montgomery Highway, Vestavia Hills, Alabama Site Improvement Scope Narrative

While the 1112 Montgomery Highway property in Vestavia Hills is an excellent location for the proposed new America's First branch, the site presents some challenges to development based upon the existing site conditions. The main challenges that have been identified and quantified during the due diligence inspection period have to do with the site topography and presence of unsuitable soils and subterranean rock

The soil borings and test pits performed indicate that unsuitable materials (ex: unsuitable soils, trash, existing foundations, organics such as tree stumps) are found in the soils throughout the site from ranging from 2-5 feet deep. Any unsuitable fill beneath structural areas will have to be removed and replaced with engineered fill. According to the attached geotechnical report, at least 30 percent of the undocumented fill may need remediation. This percentage is reflected in the cost listed in the following table. In addition, rock was found throughout the site beginning at depths from 2-5 feet. Rock excavation and/or drilling will likely be required for placement of utility upgrades at the site.

Another challenge the site presents is its steep grade. The 5-7 foot elevation rise in the back third of the site is less than ideal for the proposed building design and site function. In order to level the site, approximately 5 feet will be cut from the back of the site and some of that soil used to bring up the grade at the front. These proposed elevation and grades changes in the back of the site will lead to the need to construct a retaining wall.

Last but not least, ALDOT is requiring improvements to be made to the Highway 31 entrance/exit to the site.

1. The existing 11.5' wide shoulder/lane entrance on the west side of Highway 31 will require an asphalt overlay.
2. This entrance/exit to the site will need to be restriped for Right In and have a concrete island installed to permit only Right Out (no Left Out).
3. A new left hand turn lane will be required at the median. The new lane will consist of about 12" of asphalt layers per DOT requirements.
4. In addition to the construction cost for these improvements, there will be costs for design, permitting, and traffic control.

The estimated costs associated with these proposed improvements and identified issues are presented in the attached table. Please feel free to contact Robert T. Quarles, P.E. LEED AP at 404.227.2116 with any additional questions, comments or concerns regarding the information provided herein.

Necessary Site Improvements

1	Sitework		\$ 259,834.00
		<i>Remove unsuitable soils at building and front parking</i>	625 CY
		<i>Fill required to remediate building and site conditions</i>	460 CY
		<i>Rock excavation for site utilities</i>	
		<i>Excavation at back of site to level paving & drive-thru</i>	
		<i>Soil excavation</i>	1,309 CY
		<i>Rock excavation</i>	1,800 CY
2	Retaining wall - required due to elevation changes		\$ 75,282.00
		<i>Retaining wall</i>	2,900 SF
		<i>Over excavation of soil at retaining wall</i>	900 CY
Total Cost To Cure			\$ 335,116.00

DOT Improvements

1	Civil Engineering	\$ 12,500.00
2	Survey & Staking	\$ 3,465.00
3	Asphalt Demolition	\$ 6,353.00
4	Site clear, grub, and preparation	\$ 15,824.00
5	Landscaping	\$ 5,775.00
6	ALDOT Asphalt Paving and Curb	\$ 116,782.00
7	Traffic Control	\$ 15,015.00

Total DOT Improvement Cost		\$ 175,714.00
-----------------------------------	--	----------------------

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

October 2, 2014

By Hand Delivery

Confidential and Privileged
Communication Between Attorney and Client

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

Re: Purchase and Sale Agreement By and Between the City of Vestavia Hills, Alabama
("Seller") and America's First Federal Credit Union ("Purchaser")

Dear Mr. Downes:

On October 1, 2014, you inquired as to whether or not the City of Vestavia Hills, Alabama may legally continue to negotiate the above Agreement and reduce the purchase price from \$950,000.00 to \$850,000.00 and requested my written legal opinion. The purpose of this letter is to comply with you request.

I. FACTS

The City of Vestavia Hills, Alabama ("City") owns the real estate and improvements situated at 1112 Montgomery Highway (Jefferson County Parcel I.D. No. 28-30-3-2-4.002), which was formerly used by the City for a library. According to a real estate appraisal prepared by William Scruggs & Associates, the property had a market value of \$825,000.00 as of July 12, 2013.

On May 12, 2014, the City Council approved and adopted Ordinance Number 2500 authorizing and directing the Mayor and you to execute and deliver a Purchase and Sale Agreement by and between the City of Vestavia Hills ("Seller") and America's First Federal Credit Union ("Purchaser"). Among other things, the Agreement provides that the sales price shall be \$950,000.00.

October 2, 2014

Page 2

The Agreement also provides as follows:

“Inspection Period.(b) If, at any time on or before the expiration of the Inspection Period, Purchaser determines, in its sole and absolute discretion, that any of the Inspections are unacceptable to Purchaser, then Purchaser shall have the unqualified right, at its option, to cancel and terminate this Agreement upon written notice to Seller given at any time on or before the expiration of the Inspection Period in which event the Earnest Money shall be refunded to Purchaser, this Agreement shall be deemed canceled and terminated and, except for the indemnification obligations of Purchaser set forth in Paragraph 6(a) above, neither party shall have any further obligation or liability to the other hereunder.”

On May 13, 2014, the Seller and Purchaser executed and delivered a First Addendum to the Agreement to provide the correct street address of the property as 1112 Montgomery Highway and to establish that the effective date of the contract is May 13, 2014.

On August 28, 2014, the Seller and Purchaser executed and delivered a Second Addendum to the Agreement to provide that the Inspection Period be extended from September 10, 2014 to October 10, 2014 to complete the due diligence investigation and to establish that the closing date be not later than October 31, 2014.

To date, America’s First Federal Credit Union, as Purchaser, has estimated that the necessary site improvements in order to construct the building amounts to approximately \$335,116.00. In addition, the Alabama Department of Transportation has mandated certain improvements, which the Purchaser estimates to be an additional amount of approximately \$175,714.00.

America’s First Federal Credit Union, as Purchaser, has inquired as to whether or not the City, as Seller, will continue to negotiate this matter and reduce the sales price from \$950,000.00 to \$850,000.00.

II. LEGAL ISSUE

May the City continue to negotiate the contract and amend the contract by reducing the sales price from \$950,000.00 to \$850,000.00?

III. LEGAL OPINION

It is my legal opinion that the answer to the legal issue is in the affirmative.

October 2, 2014

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IV. BASIS FOR LEGAL OPINION

A. MUNICIPAL POWERS AS TO FINANCES AND PROPERTY: The City Council has the management and control of finances and all of the property, real and personal, belonging to the City according to Title 11-43-56, *Code of Alabama, 1975*.

B. UNNEEDED REAL PROPERTY; DISPOSITION: Title 11-47-20, *Code of Alabama, 1975*, reads as follows:

“The governing body of any city or town in this state may, by ordinance to be entered on its minutes, direct the disposal of any real property not needed for public or municipal purposes and direct the mayor to make title thereto, and a conveyance made by the mayor in accordance with such ordinance invests the grantee with the title of the municipality.”

C. REDUCED SALES PRICE EXCEEDS APPRAISED VALUE: The reduced sales price of \$850,000.00 exceeds the appraised value of \$825,000.00.

D. SUPREME COURT OF ALABAMA DECISIONS REGARDING MARKET VALUE: The Supreme Court of Alabama has decided three cases that have upheld both leases and conveyances of real property by municipalities without requiring the municipality to prove that it has received a fair market value of the property (*O’Grady v. City of Hoover*, 519 So.2d 1292 (Ala.1987); *Williams v. Water Works and Sanitary Sewer Board of Montgomery*, 261 Ala. 460, 74 So.2d 814 (1954); and *Dothan Area Chamber of Commerce, Inc. v. Shely*, 561 So.2d 515 (Ala.1990)). The rationale of those cases is that the Court is hesitant to examine the adequacy of the consideration received by the city, leaving that determination to the judgment of the city’s duly elected officials acting in good faith.

E. TERMINATION OF AGREEMENT: The Purchaser may terminate this contract pursuant to the Inspection Period language of the Agreement in its sole and absolute discretion. The unexpected additional cost estimated to be approximately \$510,830.00 could easily cause the Purchaser to cancel the Agreement. If the City approves the requested reduction in sales price, then in such event the Purchaser may not terminate the Agreement.

V. CONCLUSION

The City may continue to negotiate the agreement and may reduce the sales price from \$950,000.00 to \$850,000.00.

VI. RECOMMENDATIONS

A. ENCLOSURES: I am enclosing the following documents:

1. Third Addendum to Agreement.
2. Ordinance.

B. ACTIONS:

1. I recommend that the ordinance, including the Third Addendum, be placed on the City Council Agenda scheduled for Monday, October 13, 2014, for consideration by the City Council.

2. I sent the Third Addendum to Alan Stabler this morning. It is my understanding that the CEO of America's First Federal Credit Union is out of town until Monday, October 6, 2014. According to Alan Stabler, he will not be able to sign the Addendum until after he returns to Birmingham.

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

ORDINANCE NUMBER 2537

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER THE FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT, AS AMENDED, BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS “SELLER” AND CHICK-FIL-A, INC., A GEORGIA CORPORATION, AS “PURCHASER”, FOR THE PROPERTY LOCATED AT 513 MONTGOMERY HIGHWAY, VESTAVIA HILLS, ALABAMA.

THIS ORDINANCE NUMBER 2537 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 13th day of October, 2014.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama (“Seller”) owns the real estate and improvements situated at 513 Montgomery Highway (Jefferson County Parcel I.D. No. 28-19-3-012-001.000), which is currently used by the City as a City Hall (the “Property”); and

WHEREAS, on March 10, 2014, the City Council approved and adopted Ordinance Number 2483 authorizing and directing the Mayor and City Manager to execute and deliver a Purchase and Sale Agreement (the “Agreement”) by and between the City of Vestavia Hills (“Seller”) and Chick-fil-A, Inc., a Georgia corporation, (“Purchaser” or “CFA”). Among other things, the Agreement provides that the sales price for the property shall be \$1,500,000.00; and

WHEREAS, on June 18, 2014, the Seller and Purchaser executed and delivered a First Amendment to the Agreement to provide for an extension of the Inspection Period to expire at 6:00 pm, Eastern time, on July 24, 2014; and

WHEREAS, on July 24, 2014, the Seller and Purchaser executed and delivered a Second Amendment to the Agreement to provide for an extension of the Inspection Period to expire at 6:00 pm, Eastern Time, on August 25, 2014; and

WHEREAS, on August 14, 2014, the Seller and Purchaser executed and delivered a Third Amendment to the Agreement to provide for an extension of the Inspection Period to expire at 6:00 pm, Eastern time, on September 24, 2014; and

WHEREAS, on September 24, 2014, the Seller and Purchaser executed and delivered a Fourth Amendment to the Agreement to provide for an extension of the Inspection period to 6:00 pm, Eastern Time, on October 24, 2014; and

WHEREAS, to date, CFA, as Purchaser, has estimated that the necessary site improvements in order to construct the building amounts to approximately \$500,000 in excess of

original budgets. In addition, the Alabama Department of Transportation has mandated certain improvements which the Purchaser estimates to be an additional amount of approximately \$100,000.00; and

WHEREAS, CFA, as Purchaser, has inquired as to whether or not the City, as Seller, will continue to negotiate this matter and reduce the sales price from \$1,500,000.00 to \$1,377,695.00; and

WHEREAS, the City, as Seller, finds and determines that it is in the best public interest to sell the property for \$1,377,695.00 and to execute and deliver this Fifth Amendment; and

WHEREAS, the Seller and Purchaser wish to amend the Agreement, as amended, by the execution and delivery of this Fifth Amendment. A copy of said Fifth Amendment to Agreement, as Amended, is attached hereto, marked as "Exhibit A" and is incorporated into this Ordinance by reference as though set out fully herein.

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

1. The Mayor and City Manager are hereby authorized and directed to execute and deliver the written Fifth Amendment to Purchase Agreement, as Amended, marked as "Exhibit A" and attached hereto.

2. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance which shall continue in full force and effect notwithstanding such holding.

3. The provision of the ordinance shall become effective immediately upon the passage and approval thereof by the City Council of the City of Vestavia Hills, Alabama and the publication and/or posting thereof as required by Alabama law.

DONE, ORDERED, APPROVED and ADOPTED, on this the 13th day of October, 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 # 2537 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 13th day of October 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

FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “*Fifth Amendment*”) is entered into effective as of October 7, 2014 by and between City of Vestavia Hills, Alabama, an Alabama municipal corporation (“*Seller*”), and Chick-fil-A, Inc., a Georgia corporation (“*Purchaser*”).

RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement effective as of March 26, 2014, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 18, 2014, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated July 24, 2014, as further amended by that certain Third Amendment to Purchase and Sale Agreement dated August 14, 2014 and as further amended by that certain Fourth Amendment to Purchase and Sale Agreement dated September 24, 2014 (collectively, the “*Agreement*”) for the purchase and sale of real property consisting of approximately 1.32 acres in Vestavia Hills, Jefferson County, Alabama, as described in Exhibit A to the Agreement; and

WHEREAS, Purchaser and Seller desire to modify the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Fourth Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Purchase Price. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

“3. **Purchase Price.** The “**Purchase Price**” of the Property is One Million Three Hundred Seventy-Seven Thousand Six Hundred Ninety-Five and No/100 Dollars (\$1,377,695.00) and is subject to adjustments and prorations as provided in this Agreement. At Closing, the Purchase Price will be paid to Seller by wire transfer of immediately available funds to an account designated by Seller.”

2. Expiration of Inspection Period. Section 4(a) of the Agreement is deleted in its entirety and replace with the following:

“(a) The period commencing on the Effective Date of this Agreement and expiring at 6:00 p.m., Eastern Time, on October 6, 2014 is the “**Inspection Period.**”

3. Defined Terms. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.
4. Full Force and Effect. Except as amended hereby, all other terms, conditions and obligations of the parties set forth in the Agreement shall remain in full force and effect.
5. Counterparts. This Fifth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Each party may rely upon a facsimile or “pdf” counterpart of this Fifth Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representatives to execute this Fourth Amendment as of the date first above written.

SELLER:

City of Vestavia Hills, Alabama,
an Alabama municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PURCHASER:

Chick-fil-A, Inc., a Georgia corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



MEMORANDUM

TO: Brian Davis, P.E.
Division Engineer

Andy Sanders
Division Permit Coordinator

ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, Alabama 35202

FROM: Lori Beth Kearley, P.E.
Jim Meads, P.E.

DATE: September 8, 2014

SUBJECT: Vestavia Hills Chick-fil-a
Traffic Impact Study – Supplemental Information in Response to Division Comments
Vestavia Hills, Alabama
SA#14-0114



The purpose of this memorandum is to provide supplemental information to the Traffic Engineering Study dated July 29, 2014, for the proposed Chick-fil-a on US-31 in Vestavia Hills in response to Division's review comments that were sent to Sain on August 5, 2014.

The following are the comments received along with Sain's responses based on further discussions and investigation:

Comment #1

The Division requires that the trip generation estimates used from the ITE trip generation publication either be scaled up by some percentage or a different model for trip generation be used.

- **Due to the higher volume of trips produced by a Chick-Fil-A as opposed to a typical fast-food restaurant with a drive-thru, the Division believes this necessitates an increase in trips from the method/model described in the Traffic Engineering Study.**

Midday traffic volumes, based on knowledge of this type of fast food establishment in our area, are notably higher than some other restaurant chains. Sain recognized this trend prior to performing the original analysis. Since average vehicle trip ends are not provided for the midday peak hour in the ITE Trip Generation Manual (9th Edition) as they are for the AM and PM



peak hours, Sain Associates used the 24-hour hourly variation provided in the manual for that land use to develop an estimate of midday trips. Using a conservative approach, the midday trips were assumed to be 2.5 times the PM peak hour volumes based on that information. Although these volumes were analyzed and the results are based upon those volumes, the table provided in the report did not reflect them. The table has been adjusted, and is shown as Table 1. **The volumes shown below are the volumes that were analyzed in the original study.**

TABLE 1 – ITE Trip Generation Estimate

Land Use	Size	Weekday Trips	AM Peak Hour				Mid Peak Hour				PM Peak Hour			
			New		Intercept		New		Intercept		New		Intercept	
			IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT
Fast-Food Restaurant w/ Drive Through	4,900 SF	2,431	58	56	56	53	104	96	104	97	41	38	42	39

The following is a breakdown of the total inbound trips (new + intercept) estimated for the site:

- AM peak hour inbound trips – 114
- Mid peak hour inbound trips – 208
- PM peak hour inbound trips – 83

After receiving the Division review comments, Sain Associates collected traffic count information from Chick-fil-a headquarters based on average transactions during peak hours of operation from relevant market areas for comparison. The stores included in the averages are only free standing restaurants, so any mall stores are excluded. As compared to both overall national and state averages, the Birmingham marketing area averages were higher. Therefore those were selected for the analysis. The peak hours that were studied are based on the peak hours of US-31. According to Chick-fil-a, the summer averages tend to be higher as compared to school months; therefore the July averages were used as a conservative approach. Tables 2 and 3 illustrate the state-wide and Alabama-specific data obtained:

TABLE 2 – Alabama Average Transactions for Free Standing Restaurants – July 2014

Time Period	Average Drive Thru Count	Average Counter Count	Total Transactions
07:15 am - 08:15 am	76	36	112
11:45 am - 12:45 pm	88	98	186
04:30 pm - 05:30 pm	49	30	79



TABLE 3 – Birmingham Average Transactions for Free Standing Restaurants (also includes Anniston and Tuscaloosa) – July 2014

Time Period	Average Drive Thru Count	Average Counter Count	Total Transactions
07:15 am - 08:15 am	82	39	121
11:45 am - 12:45 pm	91	99	190
04:30 pm - 05:30 pm	52	30	82

Table 4 shows a comparison of inbound volumes provided by Chick-fil-a to inbound volumes Sain used for the original analysis.

TABLE 4 – Trip Generation Comparison

Time Period	ITE Data	Chick-fil-a Data
07:15 am - 08:15 am	114	121
11:45 am - 12:45 pm	208	190
04:30 pm - 05:30 pm	83	82

The only time period that showed an increase based on the additional data obtained was the AM peak period with an increase of 7 vehicles. Based on the directional distributions assumed for the study, this added 5 vehicles from the south and 2 vehicles from the north.

There are no changes to our recommendations based on the slight increase for the morning peak period.

Comment #2

The Division requires that the 2012 school traffic data be updated to reflect 2014 school traffic.

- **Due to the current project being under some delay and school being scheduled to start back within the next two weeks, the Division would like to receive the most current school traffic data in order to best evaluate the proposed development under existing conditions.**

It is our understanding from discussions with Andy Sanders that this will not be required since Sain Associates received approval to use the 2012 school traffic data in conjunction with 2014 summer counts from ALDOT prior to beginning the study.

**Comment #3**

The Division requires a left turn lane warrant analysis for the median crossover at US-31 and Southwood Rd. be conducted to determine if a left turn lane for u-turn traffic leaving the proposed development is needed.

- In a previous meeting, it was stated that this left-turn lane was not needed for patrons of the Chick-Fil-A to safely make a u-turn onto US-31 Southbound. The Division needs some documentation showing that this is the case.

Per the left turn lane guidelines found in Appendix D of the ALDOT Access Management Manual, a left turn lane is required on roadways with an AADT greater than 6,000 vehicles/day if the peak hour left turns are greater than **30**.

Figures 1 and 2 show the existing and future projected turning movement volumes in the vicinity of the development, respectively. These figures were also included in the original Traffic Study.

Of the vehicles exiting the restaurant wishing to continue south on US-31, the majority would make a left turn from the full-access on the south side of the restaurant at the median opening provided. Should motorists choose to make a right out of the restaurant in order to make a u-turn at Southwood Road during heavy traffic instead of making a left-out directly from the restaurant at the full-access provided, it would be a very low percentage. Based on the criteria provided in the Access Management Manual, the following volumes and percentages would be required in order to meet the threshold of 30 left turning vehicles at Southwood Road during each studied peak time.

TABLE 5 – Required U-turn Movements to Meet ALDOT Access Management Criteria

Time Period	Existing Left Turns/U-turns at Southwood Road	Future Exiting Traffic Proceeding SB on US-31 from Site	Vehicles Needed to Make Movement in Question Meet 30 vehicles during Peak	Required U-turn Percentage of Vehicles Proceeding SB on US-31 to Meet 30 vehicles during Peak
07:15 am - 08:15 am	9	59	21	36%
11:45 am - 12:45 pm	12	130	18	14%
04:30 pm - 05:30 pm	12	63	18	29%

Should motorists choose to make the right turn/u-turn maneuver in lieu of making a left turn from the full access on the property for whatever reason, it would likely be a very low percentage, well under the required percentages shown in the table. In our professional opinion, a left turn lane for the u-turn movement is not warranted.

SAIN

associates
consulting engineers
& surveyors

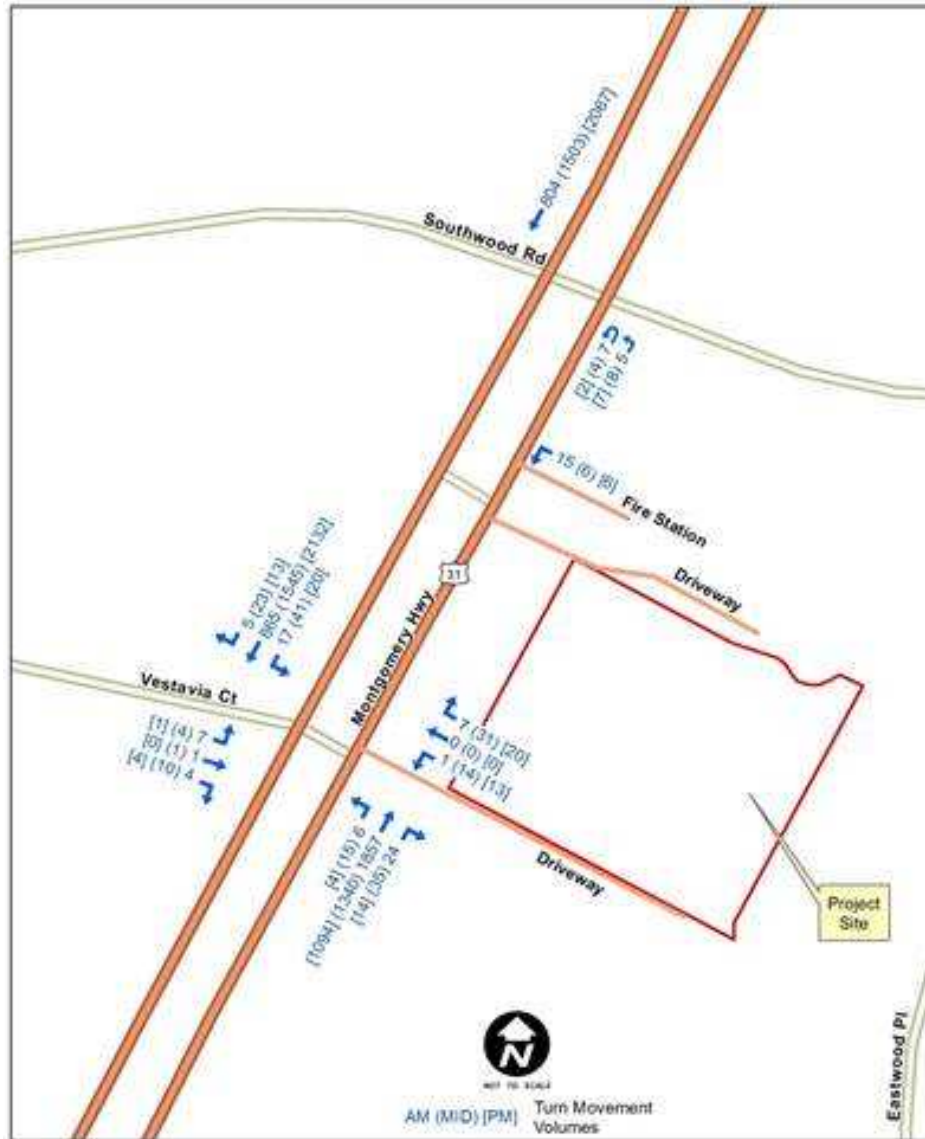


Figure 1 – Existing Peak Hour Turning Movement Volumes

SAIN

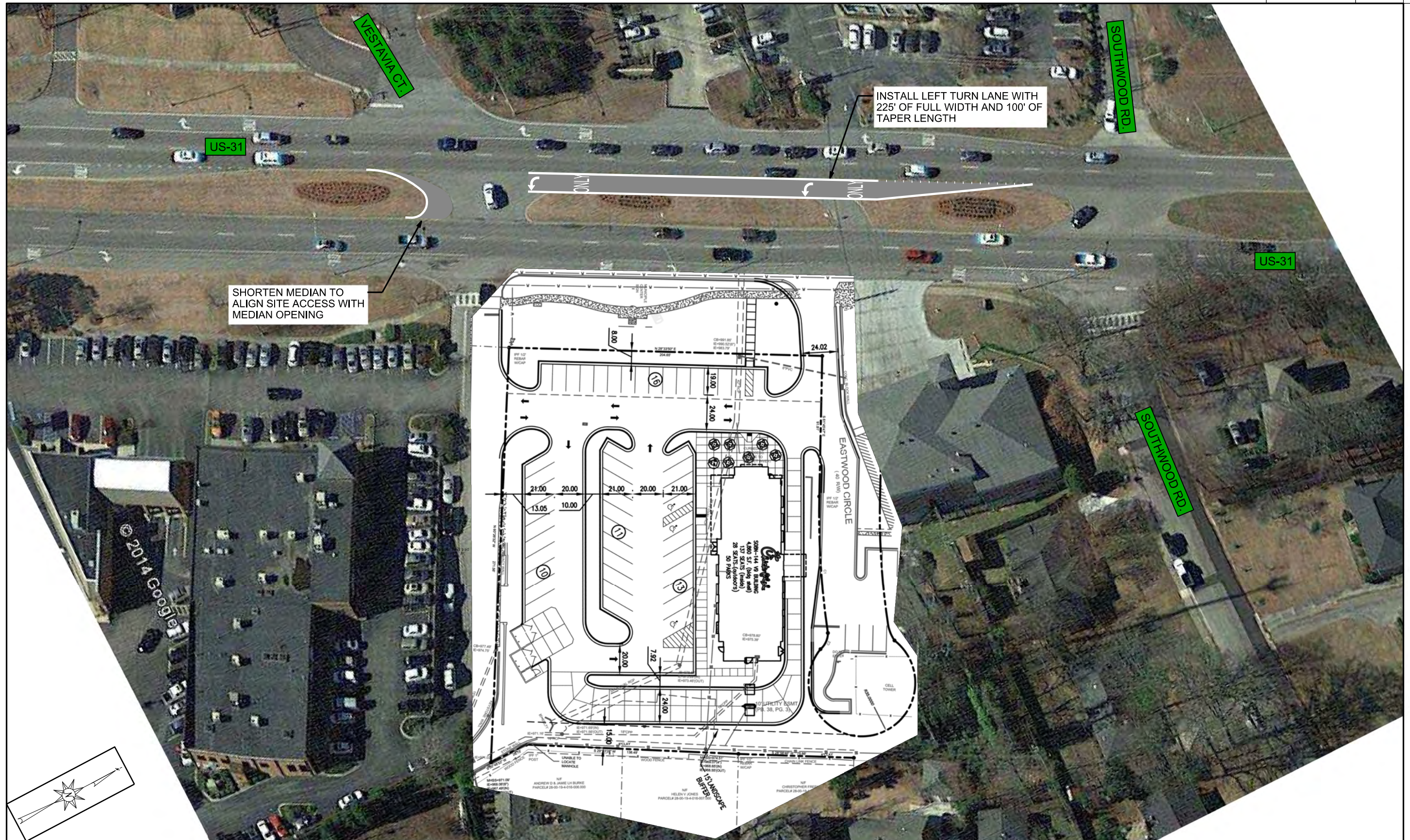
associates
consulting engineers
& surveyors



Figure 2 – Future Peak Hour Turning Movement Volumes

TRAFFIC IMPROVEMENT MAP

Narrative	REFERENCE	FISCAL	SHEET
	Code No.	YEAR	NO
	xxx-xxx(xx)	2014	1

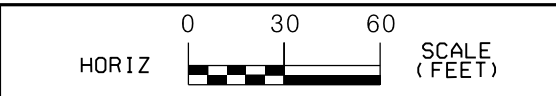


NO.	DATE	DESCRIPTION



Two Perimeter Park South
Suite 500 E
Birmingham, Alabama 35243
p (205) 940-6420
f (205) 940-6433

CHIK-FIL-A
VESTAVIA HILLS, AL



SHEET TITLE
IMPROVEMENT MAP

ROUTE
US-31

RESOLUTION NUMBER 4653

A RESOLUTION AUTHORIZING THE CITY MANAGER TO OBTAIN ALTA SURVEYS FOR THE NEW MEDICAL PARCEL AND NEW INDEPENDENT LIVING PARCEL AT PATCHWORK FARMS

WHEREAS, on August 11, 2014, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 4622 to authorize the City Manager to secure certain surveys, soil testing and permits to prepare for the sale of parcels at Patchwork Farms; and

WHEREAS, Resolution Number 4622 anticipated certain ALTA surveys at the new Medical Parcel and the new Independent Living Parcel the cost of which would be quoted at a later date; and

WHEREAS, the properties are set to close within the next 60 days and proposals have been submitted from Goodwyn Mills and Cawood quoting an expense of \$3,000 for the Medical Parcel and \$3,000 for the Independent Living Parcel for an ALTA survey on each parcel; a copy of which is marked as Exhibits A & B respectively, attached to and incorporated into this Resolution Number 4653 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to execute and deliver said proposals in order to secure said surveys.

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

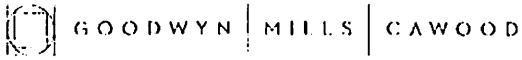
1. The City Manager is hereby authorized to execute and deliver an agreement for an ALTA survey for the New Medical Parcel at a cost not to exceed \$3,000 (Exhibit A); and
2. The City Manager is hereby authorized to execute and deliver an agreement for an ALTA survey for the New Independent Living Parcel at a cost not to exceed \$3,000 (Exhibit B); and
3. This Resolution Number 4653 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



October 10, 2014

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

RE: Proposal for ALTA Surveying Services
 A New Medical Parcel at the Patchwork Farm Development – Vestavia Hills, AL

Dear Mr. Downes,

Goodwyn Mills and Cawood (GMC) appreciates the opportunity to submit a proposal for ALTA/ACSM Land Title surveying services for the 6.1 ac. medical parcel that is part of the Patchwork Farm Development located in Vestavia Hills, Alabama. We have prepared this proposal for your review and comment, and we look forward to working with you throughout the design and construction of this project.

A> PROJECT SCOPE & SCHEDULE:

In accordance with our conversations and the design work we have completed to date, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

B> SCOPE OF SERVICES:

- Table A items: 1, 2, 3, 4, 6(b), 7(b)(1), 8, 9, 11(b)
- Title search and all supplemental documentation in a legible form to be supplied by the client prior to commencement of work.
- Utilities and storm sewers will be located per identifiable above ground structures, visible marks on the ground by line locators or maps as required.

C> CLARIFICATIONS:

- Excavation of utilities for location purposes is not included.
- The fee outlined above includes a revision to the survey map once (1x) due to attorney and/or client comments. Additional comments beyond one time and/or reissuance of an updated title for incorporation into the survey will be billed as an additional service according to the current GMC hourly rate schedule.

D> COMPENSATION:

	FEE CALCULATION			TYPE
CONSULTANT SERVICES:	ALTA/ACSM Survey	=	\$3,000	LS

ARCHITECTURE EXTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

Proposal-ALTA Surveying Services

A New Medical Parcel at the Patchwork Farm Development – Vestavia Hills, AL

October 10, 2014

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ADDITIONAL SERVICES:

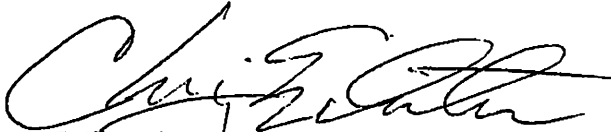
Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work.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

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined lump sum. Updated annually in July.
- Design Consultants: 1.2 times the invoice amount submitted to the Engineer

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

Sincerely:

GOODWYN, MILLS AND CAWOOD, INC.

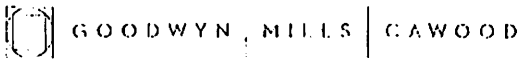


E. Chris Eckroate, P.E.
Director of Civil Engineering
Birmingham Division

Accepted By:

CITY OF VESTAVIA HILLS

Date: _____



October 10, 2014

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

RE: Proposal for ALTA Surveying Services
 A New Independent Living Parcel at the
 Patchwork Farm Development – Vestavia Hills, AL

Dear Mr. Downes,

Goodwyn Mills and Cawood (GMC) appreciates the opportunity to submit a proposal for ALTA/ACSM Land Title surveying services for the 8.6 ac. independent living parcel that is part of the Patchwork Farm Development located in Vestavia Hills, Alabama. We have prepared this proposal for your review and comment, and we look forward to working with you throughout the design and construction of this project.

A> PROJECT SCOPE & SCHEDULE:

In accordance with our conversations and the design work we have completed to date, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

B> SCOPE OF SERVICES:

- Table A items: 1, 2, 3, 4, 6(b), 7(b)(1), 8, 9, 11(b)
- Title search and all supplemental documentation in a legible form to be supplied by the client prior to commencement of work.
- Utilities and storm sewers will be located per identifiable above ground structures, visible marks on the ground by line locators or maps as required.

C> CLARIFICATIONS:

- Excavation of utilities for location purposes is not included.
- The fee outlined above includes a revision to the survey map once (1x) due to attorney and/or client comments. Additional comments beyond one time and/or reissuance of an updated title for incorporation into the survey will be billed as an additional service according to the current GMC hourly rate schedule.

D> COMPENSATION:

	FEE CALCULATION			TYPE
CONSULTANT SERVICES:	ALTA/ACSM Survey	=	\$3,000	LS

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

Proposal-ALTA Surveying Services
A New Independent Living Parcel at the Patchwork Farm Development – Vestavia Hills, AL

October 10, 2014
2 | Page

ADDITIONAL SERVICES:


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

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined lump sum. Updated annually in July.
- Design Consultants: 1.2 times the invoice amount submitted to the Engineer

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

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.

Accepted By:
CITY OF VESTAVIA HILLS



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

Date: _____

RESOLUTION NUMBER 4652

**A RESOLUTION REAPPOINTING A MUNICIPAL COURT JUDGE
FOR THE CITY OF VESTAVIA HILLS, ALABAMA**

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

1. Thomas Spina is hereby reappointing as the Municipal Court Judge for the City of Vestavia Hills Municipal Court; and
2. Said reappointment shall become effective immediately and shall continue until November 2, 2016; and
3. This Resolution shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 27th day of October, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk