

Join us! In an effort to enhance meetings post COVID-19 emergency orders, the City Council invites you to join and/or participate in a variety of ways: Via computer Zoom meetings (no app is necessary), telephone, email and/or text! See details on page 3.

**Vestavia Hills
City Council Agenda
October 10, 2022
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – David Harwell, Vestavia Hills United Methodist Church Member
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation – Domestic Violence Awareness Month – October 2022
8. Proclamation – Fire Prevention Month – October 2022
9. City Manager’s Report
10. Councilors’ Reports
11. Approval Of Minutes –September 26, 2022 (Regular Meeting)

Old Business

12. Public Hearing – Ordinance Number 3130 – An Ordinance Approving The Terms, Provisions, Conditions And Substance Of Six (6) Different Template Contracts To Be Executed And Delivered By Citizens Who Rent Facilities In The New Civic Center And Vendors And To Authorize The City Manager And Director Of Parks And Leisure Services To Sign The Said Template Contracts For And On Behalf Of The City Of Vestavia Hills, Alabama

New Business

13. Resolution Number 5414 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property
14. Resolution Number 5416 – A Resolution Changing The Date Of The Regular City Council Meeting Of December 26, 2022

15. Ordinance Number 3131 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A First Amendment To Solid Waste Collection And Disposal Contract To Allow A For Fuel Surcharge
16. Ordinance Number 3132 – An Ordinance Accepting A Bid For The Cahaba Heights Connector Sidewalk Addition And Authorizing The Mayor And City Manager To Execute And Deliver Documents Necessary For Said Project
17. Ordinance Number 3133 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Funding Agreement With ALDOT For The Proposed Pedestrian Bridge Over US-31 And Sidewalks In Vestavia Hills; Project Numbers DE-IBRD-A104(916) & HPP-TAPBH-CMAQ-A104(916)

New Business Requesting Unanimous Consent)

First Reading (No Action To Be Taken At This Meeting)

18. Public Hearing – Ordinance Number 3124 – Rezoning – 901 Montgomery Highway; Rezone from Jefferson County Unknown to Vestavia Hills O-1; David and Rozanne Emory, Owners
19. Public Hearing – Ordinance Number 3125 – An Ordinance Adopting The Second Amendment To The Liberty Park Planned Unit Development For Development Of The Undeveloped Parts Of Liberty Park; Liberty Park Joint Venture, Owners
20. Citizens Comments
21. Time Of Adjournment

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

Due to the COVID-19 safety advice given by the ADPH, the City Council work sessions and meetings are available via video-conference and teleconference. If you choose not to attend in person, you may still participate. Following are instructions for three options to participate remotely.

COMPUTER PARTICIPATION (view/participate in real time)

To participate in by videoconference, click <https://us02web.zoom.us/j/5539517181>. When the Zoom.us window opens in your browser, click “Allow” so that the page may open to a waiting room. The host will open the meeting and bring all into the meeting room at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the “Raise Hand” feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council.

Using the icons on the Zoom screen, you can:

- Mute/unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- View Participants – opens a pop-out screen that includes the “Raise Hand” icon that you may use to raise a virtual hand
- Change your screen name displayed in the participant list and video window
- Toggle between “speaker” and “gallery” views – “Speaker view” shows the active speaker; “Gallery view” tiles all of the meeting participants

TELEPHONE PARTICIPATION (view/participate in real time)

To participate by telephone, dial 312.626.6799 and enter the meeting ID: 455 534 3275. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, press *6 on your phone keypad to unmute yourself. Then state your name and wait for the Mayor to recognize you. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then address the Council.

TEXT AND/OR EMAIL (prior to the meeting or in real time)

If you do not wish to join the meeting but would like to ask a question or make a statement regarding an item on the agenda, you may email the City Council directly at City.Council@vhal.org. You may also text your question/statement to City Council at 205.517.1370. Both of these options are available prior to and during each work session and meeting. Be sure to provide your name and address for the record and your comments will be recited to the City Council as the corresponding item is being addressed. Note: As a matter of record, your name and address are required. If identification is not provided, your comment/question will not be presented.

Zoom meetings may be recorded. By participating in the meeting, you are consenting to be recorded. Zoom-bombing is a cyber-crime and is punishable by law. In the event of an attendee intruding into any City of Vestavia Hills Zoom meeting, the online broadcast will be ended immediately. Council and/or board members may be readmitted but online attendees will not. Although Zoom-bombing is not a frequent occurrence, those wishing to make public comment should attend the meeting in person.

WHEREAS, one in every four women and one of every seven men will experience domestic violence during her or his lifetime; and

WHEREAS, victims and survivors ought to have the support needed to find dignity, compassion, healing and excellence in service coordination and provision required to address crimes committed against them; and

WHEREAS, offenders who perpetrate interpersonal violence should be punished to the full extent of the law; and

WHEREAS, fleeing domestic violence often causes women and children to comprise the fastest growing homeless population; and

WHEREAS, powerful partnerships exist locally between the City of Vestavia Hills, One Place Metro Alabama Family Justice Center, the YWCA Central Alabama, the Megan Montgomery Domestic Violence Prevention Fund and other community organizations addressing domestic violence; and

WHEREAS, the President of the United States and Congress as well as other federal, state and local agencies have expressed a commitment to eliminating domestic violence both nationally and internationally; and

WHEREAS, in recognition of the pain and perseverance of all victims and survivors of domestic violence and the important work done by domestic violence programs and victims' service providers and our residents mutual responsibility for the health and well-being of our neighbors.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim October 2022 as

DOMESTIC VIOLENCE AWARENESS MONTH

and I urge all residents of Vestavia Hills to actively participate in the scheduled activities and programs sponsored by One Place Family Justice Center, its partners and all other community organizations that work toward the elimination of interpersonal and institutional violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 10th day of October 2022.

Ashley C. Curry
Mayor

WHEREAS, the City of Vestavia Hills, Alabama is committed to ensuring the safety and security of all those living in and visiting Vestavia Hills; and

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our residents; and

WHEREAS, the first responders of Vestavia Hills are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, residents who practice whole home safety that includes practicing a home fire escape plan, installing smoke and carbon monoxide detectors as well as having fire extinguishers at home; and

WHEREAS, Fire Prevention Week is the perfect time to educate and talk to your family about fire safety as well as a good time for testing alarms, changing the batteries or upgrading alarms that are 10-years old, learning how to use a fire extinguisher and for escape route planning; and

WHEREAS, the 2022 Fire Prevention Month theme, *“Fire Won’t Wait, Plan Your Escape”* serves to remind us of the importance of practicing whole home safety in order to be prepared and to safely escape when a home emergency occurs.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim October 9th – 15th, 2022 as Fire Prevention Week and October 2022 as

FIRE PREVENTION MONTH

throughout our community and I urge all citizens of Vestavia Hills to participate in fire safety activities and to support the many public safety activities and efforts of the Vestavia Hills Fire Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 10th day of October 2022.

Ashley C. Curry
Mayor

ORDINANCE NUMBER 3130

AN ORDINANCE APPROVING THE TERMS, PROVISIONS, CONDITIONS AND SUBSTANCE OF SIX (6) DIFFERENT TEMPLATE CONTRACTS TO BE EXECUTED AND DELIVERED BY CITIZENS WHO RENT FACILITIES IN THE NEW CIVIC CENTER AND VENDORS AND TO AUTHORIZE THE CITY MANAGER AND DIRECTOR OF PARKS AND LEISURE SERVICES TO SIGN THE SAID TEMPLATE CONTRACTS FOR AND ON BEHALF OF THE CITY OF VESTAVIA HILLS, ALABAMA.

THIS ORDINANCE NUMBER 3130 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 10th day of October, 2022.

WITNESSETH THESE RECITALS:

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, authorizes municipalities to contract and be contracted with; and

WHEREAS, all contracts by and between a municipality and any person, firm, corporation or other legal entity must be approved by the City Council (*Van Antwerp v. City of Mobile*, 217 Ala. 201 (1928); and *Town of Boligee v. Greene County*, 77 So.3d 1166 (2011), by the approval of an ordinance or resolution; and

WHEREAS, all contracts entered into by a municipality are required to be signed by the City Manager (Title 11-43-21(7), *Code of Alabama, 1975*) and by the Mayor (Title 11-43-83, *Code of Alabama, 1975*); and

WHEREAS, municipalities in Alabama have the legal authority to create a Park and Recreation Board by virtue of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

WHEREAS, if a municipality creates a Park and Recreation Board (“Board”), then in such event the Board shall be responsible for the direction, supervision and promotion of recreation programs and shall have control over all lands, buildings, equipment and other facilities assigned for recreation purposes pursuant to the authority of Title 11-86-3, *Code of Alabama, 1975*; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama created a Park and Recreation Board on December 7, 1981 by the approval and adoption of Ordinance Number 597; and

WHEREAS, the City Council amended Ordinance Number 597 on May 27, 2009 with the enactment of Ordinance Number 2258; and

WHEREAS, Ordinance Number 2258 reads in pertinent part as follows:

SECTION SIX: POWERS AND DUTIES: The Board shall be responsible for the direction, supervision and promotion of such recreational programs as will contribute to the general welfare of the residents of the county or municipality. The Board shall have control over all lands, buildings, equipment and other facilities assigned for recreational purposes to the board by the municipal governing body.”; and

WHEREAS, Alabama law at Title 11-40-1, *Code of Alabama, 1975*, authorizes municipalities to acquire property by gift, devise or appropriation; and

WHEREAS, Title 11-86-5, *Code of Alabama, 1975*, provides that a municipal governing body may acquire lands, buildings and facilities for recreational purposes by means of purchase, lease, loan, gift or condemnation procedure and shall have power to accept financial and other aid and grants for recreational purposes from any public or private agency; and

WHEREAS, Title 11-47-19, *Code of Alabama, 1975*, provides that the City Council may establish, lay out and improve public grounds, parks and boulevards and regulate the same and may provide music and other exhibitions for the amusement of the inhabitants; and

WHEREAS, Title 11-47-211, *Code of Alabama, 1975*, authorizes a municipality in Alabama to acquire or lease lands, buildings, facilities and improvements suitable for public parks, playgrounds, athletic and other recreational uses; and

WHEREAS, Title 11-47-210.1, *Code of Alabama, 1975*, provides that all municipalities in Alabama have the power to acquire, operate, manage and control parks, playgrounds and other recreational and athletic facilities; and

WHEREAS, On May 31, 2017, the City of Vestavia Hills, Alabama (“City”) purchased from Store Capital Acquisitions, LLC the real estate and improvements commonly referred to as “the Gold’s Gym property” (“property”), which said property is more particularly described as follows:

Lot 2 and Lot 3, according to the Survey of CVS Vestavia, as recorded in Map Book 213, Page 31, in the Probate Office of Jefferson County, Alabama.

Title is derived by that certain deed dated May 31, 2017 filed in the office of the Judge of Probate of Jefferson County, Alabama on June 8, 2017 and recorded at Instrument #2017057813, pages 1-5; and

WHEREAS, the City, as part of the Community Spaces Project, constructed a new Civic Center consisting of approximately 100,000 square feet, for the purpose of use by citizens of the City of Vestavia Hills, Alabama for wedding receptions, anniversary celebrations and other parties, which will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the City of Vestavia Hills; and

WHEREAS, the City Attorney, at the direction of the City Manager and request of the Director of Parks and Leisure Services prepared the following template contracts to be used, from time to time, in connection with the operation of the new Civic Center:

<u>Description</u>	<u>Exhibit Number</u>
Caterer Contract	1
Vendor Contract for Alcoholic Beverage Services	2
Rental Contract	3
Vestavia Hills Civic Center Rental Agreement	4
Vestavia Hills Parks and Pavilion Rental Agreement	5
New Merkle House Facility Agreement	6; and

WHEREAS, the City Council hereby approves the terms, provisions and conditions of all six (6) of the template contracts described above and marked as Exhibits 1, 2, 3, 4, 5 and 6; and

WHEREAS, the City Council finds and determines that it will save time and trouble, be expedient and convenient and promote the public interest to authorize and direct the City Manager and Director of Parks and Leisure Services to execute and deliver the said six (6) template contracts described above for and on behalf of the City of Vestavia Hills, from time to time, when citizens wish to utilize the Civic Center facilities; and

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

SECTION ONE: RECITALS. The Recitals set forth in the premises above are hereby incorporated into this Ordinance Number 3130 by reference as though set out fully herein.

SECTION TWO: EXHIBITS. The following Exhibits are attached hereto and incorporated into this Ordinance Number 3130 by reference as though set out fully herein:

<u>Description</u>	<u>Exhibit Number</u>
Caterer Contract	1
Vendor Contract for Alcoholic Beverage Services	2
Rental Contract	3
Vestavia Hills Civic Center Rental Agreement	4

Vestavia Hills Parks and Pavilion Rental Agreement	5
New Merkle House Facility Agreement	6

SECTION THREE: APPROVAL OF CONTRACTS. The City Council hereby approves the terms, provisions, conditions and substance of the six (6) template contracts described in Section Two above.

SECTION FOUR: AUTHORIZATION FOR THE EXECUTION AND DELIVERY. The City Manager and Director of Parks and Leisure Services are hereby authorized to execute and deliver the six (6) template contracts designated as Exhibits 1, 2, 3, 4, 5 and 6, from time to time, when citizens wish to utilize facilities at the Civic Center for and on behalf of the City of Vestavia Hills, Alabama.

SECTION FIVE: BOTH SIGNATURES REQUIRED. The signatures of both the City Manager and Director of Parks and Leisure Services are necessary to bind the City to the terms, provisions, conditions and substance of the six (6) template contracts designated as Exhibits 1, 2, 3, 4, 5 and 6.

SECTION SIX: ARTICLE AND SECTION HEADINGS. The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

SECTION SEVEN: SEVERABILITY. If any part, section or subdivision of this Ordinance Number 3130 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.

SECTION EIGHT: POSTING OF ORDINANCE NUMBER 3130: If the City Council approves, enacts and adopts Ordinance Number 3130, as written or as amended, then in such event, said ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.

SECTION NINE: EFFECTIVE DATE OF ORDINANCE NUMBER 3130. This Ordinance Number 3130 shall become effective five (5) days after posting in accordance with Title 11-45-8(b), *Code of Alabama, 1975*.

DONE, ORDERED, APPROVED and ADOPTED on this the 10th day of October, 2022.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Ashley C. Curry
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 Number 3130 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 _____ day of October, 2022 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkel House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of October, 2022.

Rebecca Leavings
City Clerk

**STATE OF ALABAMA
JEFFERSON COUNTY**

CATERER CONTRACT

WITNESSETH THIS CATERER CONTRACT ("Contract"), made and entered into on this the ____ day of _____, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (hereinafter referred to as "City") and _____, whose business address is _____ in the City of _____, Alabama _____ (hereinafter referred to as "Caterer").

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama is the owner of the real estate and improvements situated at 1090 Montgomery Highway (adjacent to the Vestavia Hills Municipal Center) in the City of Vestavia Hills, Alabama (hereinafter referred to as "Civic Center"); and

WHEREAS, the City established the Park and Recreation Board of the City of Vestavia Hills (hereinafter referred to as "Board") by the approval and adoption of Ordinance Number 2258 on May 27, 2009 pursuant to the authority of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

WHEREAS, the Board operates the Civic Center for and on behalf of the City by providing facilities, programs and opportunities for the use of said facilities by resident citizens of the City; and

WHEREAS, the City has found and determined that offering to the residents of the City the opportunity to use some of the facilities in the Civic Center for the purposes of wedding receptions, anniversary celebrations and other such parties will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the residents of the City of Vestavia Hills, Alabama; and

WHEREAS, the City has further found and determined that if citizens using space at the Civic Center wish to hire a Caterer to serve food and beverage (excluding alcohol) to their guests, then in such event it would be in the public interest for said citizens to hire a qualified and responsible caterer that the City has preapproved, to use the equipment and facilities at the Civic Center; and

WHEREAS, the City and Caterer wish to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Caterer mutually agree as follows:

I. RECITALS

The recitals set forth above are incorporated herein by reference as though set out fully herein.

II. AUTHORITY

City agrees that subject to compliance of Caterer with conditions established herein, Caterer is hereby given non-exclusive permission to provide catered food and beverage services (excluding alcoholic beverages) within the Civic Center facilities and premises subject to the terms, provisions and conditions set forth herein.

III. REPRESENTATION AND WARRANTY BY CATERER

Caterer represents, confirms and warrants that Caterer can and will fulfill the duties, the responsibilities and requirements of this contract as listed below. The signatory for Caterer represents and warrants that he/she has full authority to agree to the terms and conditions of this contract and enter into it. In the event that the Caterer is a corporate entity, signatory further represents that no further corporate or other approvals are necessary for this contract. The individual signing will assume personal liability for this contract, should the corporate Caterer contest such authority or should the entity otherwise be unable to comply with all of the terms of this contract.

IV. TERM OF CONTRACT

The term of this Caterer Contract shall be for a period of one (1) year beginning on _____, 2022 and ending on _____, 2023.

V. RENEWAL OF CONTRACT

The City and Caterer may renew this contract for two (2) separate one-year extensions by mutual written agreement.

VI. TERMINATION OF CONTRACT

Either party may terminate this contract by providing ninety (90) days advance written notice to the other party. If Caterer terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the City at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216. If City terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the Caterer at _____ in the City of _____, Alabama _____.

VII. DUTIES, RESPONSIBILITIES AND LEGAL OBLIGATIONS OF THE PARTIES

A. **CITY:** During the term of this contract, and any extension thereof, the City shall perform and complete the following duties, responsibilities and legal obligations:

1. All room setups. All setups will be completed three hours before the event to ensure the caterer has time to set their portion of the event.
2. City staff will clean and vacuum banquet rooms before and after the event.
3. A City staff member and a catering staff member must sign the caterer out after the event is over and the check list is complete.
4. City will copy the Caterer on all correspondence with the client that pertains to the client's catering needs.
5. City will provide warming boxes (2), refrigeration and freezer space.
6. All alcohol will be provided by another vendor. No alcoholic beverage shall be served by Caterer.

B. **CATERER:** During the term of this contract, and any extension thereof, the Caterer shall perform and complete the following duties, responsibilities and legal obligations:

1. Caterer will treat City facilities as if they were their own.
2. Caterer agrees to work in compliance with the rules and regulations of the Alabama Health Department.
3. Caterer is to provide the City with copies of the following: City of Vestavia Hills business license, ServSafe certifications, and the most current health department inspection form. A Health Department inspection of Caterer's facility will be required annually.
4. Caterer will copy the City on all correspondence with the client to include but not limited to Banquet Event orders, setup requests and final invoice.
5. Caterer will send the final invoice to the City no later than 3 business days prior to the event.
6. If client has additional guests not included on the final invoice, the Caterer will invoice the City the following business day.
7. Caterer must provide all food wraps, carry-out containers, garbage bags, disinfectant to wipe down all containers on departure and any other items needed for meal service.
8. All equipment used, counters and sinks are to be cleaned by Caterer and ready for the next use.

9. All food related trash is to be disposed of by Caterer in the dumpster provided.

VIII. INDEMNITY

Caterer shall indemnify, hold harmless and defend the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Parks and Recreation Board and its individual members, its Mayor and other elected public officials, employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against any loss, damage or liability resulting from demands, claims, suits or actions of any character presented or brought for any injuries or illnesses, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless or intentional act or omission of Caterer, any of its contractors, invitees, guests, employees, participants or agents, or which otherwise arises out of, relates to, or is attributable to, Caterer's food and beverage catering services and use of the Civic Center and City facilities, equipment or premises. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements and judgments associated with such demands, claims, suits or actions.

IX. INSURANCE

The Caterer shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Caterer qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:
- | | | |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease-- | \$1,000,000 each employee |

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage

Limit

(a) General Aggregate	\$2,000,000.00 per project
(b) Products, Completed Operations Aggregate	\$2,000,000 per project
(c) Personal and Advertising Injury	\$1,000,000 per occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the Owner (being the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees) as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per event aggregate limits.

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per occurrence
- (b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

(b) The policy must be on an "occurrence" basis.

X. ADDITIONAL INSUREDS

The Caterer shall cause all of the insurance policy coverages described in Section IX of the Caterer Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Caterer's negligent acts or omissions during the Caterer's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Caterer's negligent acts or omissions during the Caterer's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

D. Contain no exclusions of the additional insureds relative to job accidents; and

E. The policies must be on an "occurrence" basis.

XI. PAYMENT BY CATERER TO CITY

In consideration of the City granting permission to the Caterer to use space, equipment and other facilities in the Civic Center for the purpose of serving food and beverages to attendees at social functions described in the premises above (i.e., clients of Caterer), the Caterer shall pay to the City an amount equal to ten percent (10%) of the total amount charged by the Caterer to the client for food and beverages for each social event.

The process, amount to be paid and time of payment, shall be as follows:

A. **SUBMISSION OF COPY OF INVOICE:** The Caterer shall, no later than three (3) days prior to the scheduled event, furnish to the City a copy of the final invoice to be submitted to the client. The invoice shall itemize the different charges by the Caterer to the client. Included in the invoice shall be a detailed list of the cost of food and beverages charged to the client.

B. **AMOUNT OF FEE:** The fee to be paid by Caterer to the City shall be an amount equal to ten percent (10%) of the total cost of food and beverages as shown on the invoice.

C. **BILL FROM CITY TO CATERER:** The City shall send a bill to the Caterer for the amount of the fee.

D. **PAYMENT BY CATERER TO THE CITY:** The bill from the City to the Caterer shall be paid in full by the Caterer no later than ten (10) days after the event.

E. **EXAMINATION AND AUDIT OF BOOKS AND RECORDS:** City and Caterer both agree that City reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine Caterer's books and records in such detail as is necessary to determine compliance with the terms and provisions of this Agreement.

XII. COMPLIANCE WITH ALL LAWS, ORDINANCES AND REGULATIONS

Caterer shall, during the term of this contract and any extension thereof, comply with any and all federal, state and local laws, ordinances and regulations, including specifically, but not limited to, those laws, ordinances and regulations governing the furnishing of food and beverage, catering services, safety, health, sanitation and the operation of its food and beverage catering business. Upon request, Caterer will furnish to City copies of Caterer's current licenses and permits required by state or local governmental authorities for Caterer's business, including health inspection records for the prior twelve (12) months.

XIII. NO RELATIONSHIP BETWEEN CITY AND CATERER

A. **CATERER IS AN INDEPENDENT CONTRACTOR:** Caterer's relationship with the City of Vestavia Hills and the Park and Recreation Board of the City of Vestavia Hills shall be that of an independent contractor and not an employee of the City of Vestavia Hills or the Parks and Recreation Board of the City of Vestavia Hills. Each party will be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations regarding its employees concerning social security, income tax, unemployment insurance, workers compensation and security matters.

B. **NO PARTNERSHIP, JOINT VENTURE OF AGENTS:** Nothing in this contract shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Caterer shall have no power to obligate or bind the City or Board in any manner whatsoever. Caterer agrees that it shall neither state nor imply, either directly or indirectly, that the Caterer, or its activities, other than pursuant to exercise of this contract, are supported, endorsed or sponsored by the City or Board and, upon the direction of the City or Board, shall issue express written disclaimers to that effect. Caterer shall not use the City or Board's name, trademarks or logos without the prior express written permission of the City. This contract does not constitute nor shall it be interpreted as approval for the use of the City's name or any of its trademarks, logos or other indicia without prior specific written approval of City.

C. **NO SPONSORSHIP:** Caterer acknowledges that its food and beverage catering services are not sponsored, operated, performed or endorsed in any way by the City or Board. Caterer will not represent nor imply that Caterer's catering business is sponsored, operated, performed or endorsed in whole or in part by the City or Board.

XIV. IMMIGRATION LAW

By signing this Caterer Contract, the contracting parties affirm, for the duration of the contract, 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.

XV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

The Caterer represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade in violation of Title 41-16-5, *Code of Alabama, 1975*.

XVI. ASSIGNMENTS AND SUBCONTRACTING

Caterer may not assign this contract to another entity or delegate its rights and obligations under this contract without the prior written consent of the City.

XVII. MISCELLANEOUS:

A. NON WAIVER: The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, shall not be construed as a waiver, or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this contract shall not be valid unless in writing and signed by the parties hereto. This contract may be amended at any time by written agreement of the parties signatory hereto.

C. NOTICES: Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by first-class mail, properly addressed and postage prepaid, to the parties' last known address.

D. GOVERNING LAW: This contract shall be interpreted, construed and governed to the laws of the State of Alabama.

E. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

F. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

G. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Caterer and their heirs, successors and assigns.

H. SEVERABILITY: In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

I. CONSTRUCTION OF TERMS: Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this

contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

J. ENTIRE AGREEMENT: This written contract contains the entire agreement between the City and the Caterer.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____ have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the ____ day of _____, 2022.

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

Insert name of Caterer

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 Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, 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 _____, 2022.

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 Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, 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 _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, an Alabama _____, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

VENDOR CONTRACT

WITNESSETH THIS VENDOR CONTRACT (“Contract”), made and entered into on this the ____ day of _____, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (hereinafter referred to as “City”) and _____, whose business address is _____ in the City of _____, Alabama _____ (hereinafter referred to as “Vendor”).

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama is the owner of the real estate and improvements situated at 1090 Montgomery Highway (adjacent to the Vestavia Hills Municipal Center) in the City of Vestavia Hills, Alabama (hereinafter referred to as “Civic Center”); and

WHEREAS, the City established the Park and Recreation Board of the City of Vestavia Hills (hereinafter referred to as “Board”) by the approval and adoption of Ordinance Number 2258 on May 27, 2009 pursuant to the authority of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

WHEREAS, the Board operates the recently constructed Civic Center for and on behalf of the City by providing facilities, programs and opportunities for the use of said facilities by resident citizens of the City; and

WHEREAS, the new Civic Center has a 10,000 square foot ballroom and five additional meeting rooms; and

WHEREAS, the City has found and determined that offering to the residents of the City the opportunity to use some of the facilities in the Civic Center for the purposes of wedding receptions, anniversary celebrations and other such parties will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the residents of the City of Vestavia Hills, Alabama; and

WHEREAS, the City has further found and determined that if citizens using space at the Civic Center wish to hire a Vendor to serve alcoholic beverages to their guests, then in such event it would be in the public interest for said citizens to hire a qualified and responsible vendor that the City has preapproved, to use the equipment and facilities at the Civic Center; and

WHEREAS, Vendor desires the opportunity to provide its goods and services to members of the general public who rent space and facilities at the new Civic Center for various functions; and

WHEREAS, the City has found and determined that it will be in the public interest to allow members of the general public who rent space in the Civic Center to employ Vendor to provide its goods and services to guests who attend those various functions; and

WHEREAS, the City and Vendor wish to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Vendor mutually agree as follows:

I. RECITALS

The recitals set forth above are incorporated herein by reference as though set out fully herein.

II. AUTHORITY

City agrees that subject to compliance of Vendor with conditions established herein, Vendor is hereby given non-exclusive permission to provide alcoholic beverage services within the Civic Center facilities and premises subject to the terms, provisions and conditions set forth herein.

III. REPRESENTATION AND WARRANTY BY VENDOR

Vendor represents, confirms and warrants that Vendor can and will fulfill the duties, the responsibilities and requirements of this contract as listed below. The signatory for Vendor represents and warrants that he/she has full authority to agree to the terms and conditions of this contract and enter into it. In the event that the Vendor is a corporate entity, signatory further represents that no further corporate or other approvals are necessary for this contract. The individual signing will assume personal liability for this contract, should the corporate Vendor contest such authority or should the entity otherwise be unable to comply with all of the terms of this contract.

IV. TERM OF CONTRACT

The term of this Vendor Contract shall be for a period of one (1) year beginning on _____, 2022 and ending on _____, 2023.

V. RENEWAL OF CONTRACT

The City and Vendor may renew this contract for two (2) separate one-year extensions by mutual written agreement.

VI. TERMINATION OF CONTRACT

Either party may terminate this contract by providing ninety (90) days advance written notice to the other party. If Vendor terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the City at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216. If City terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the Vendor at _____ in the City of _____, Alabama _____.

VII. DUTIES, RESPONSIBILITIES AND LEGAL OBLIGATIONS OF THE PARTIES

A. CITY: During the term of this contract, and any extension thereof, the City shall perform and complete the following duties, responsibilities and legal obligations:

1. All room setups. All setups will be completed three hours before the event to ensure the Vendor has time to set their portion of the event.
2. City staff will clean and vacuum banquet rooms before and after the event.
3. A City staff member and a catering staff member must sign the Vendor out after the event is over and the check list is complete.
4. City will copy the Vendor on all correspondence with the client that pertains to the client's needs.
5. City will provide refrigeration and freezer space.
6. Only alcohol will be provided and served by Vendor.

B. VENDOR: During the term of this contract, and any extension thereof, the Vendor shall perform and complete the following duties, responsibilities and legal obligations:

1. Vendor will treat City facilities as if they were their own.
2. Vendor agrees to work in compliance with the rules and regulations of the Alabama Health Department.
3. Vendor is to provide the City with copies of the following: City of Vestavia Hills business license, any and all licenses required by the State of Alabama Alcoholic Beverage Control Board, ServSafe certifications, and the most current health department inspection form. A Health Department inspection of Vendor's facility will be required annually.
4. Vendor will copy the City on all correspondence with the client to include but not limited to Banquet Event orders, setup requests and final invoice.
5. Vendor will send the final invoice to the City no later than 3 business days prior to the event.
6. If client has additional guests not included on the final invoice, the Vendor will invoice the City the following business day.
7. Vendor must provide all garbage bags, disinfectant to wipe down all containers on departure and any other items needed for meal service.
8. All equipment used, counters and sinks are to be cleaned by Vendor and ready for the next use.

9. All alcohol related trash is to be disposed of by Vendor in the dumpster provided.

VIII. INDEMNITY

Vendor shall indemnify, hold harmless and defend the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Parks and Recreation Board and its individual members, its Mayor and other elected public officials, employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against any loss, damage or liability resulting from demands, claims, suits or actions of any character presented or brought for any injuries or illnesses, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless or intentional act or omission of Vendor, any of its contractors, invitees, guests, employees, participants or agents, or which otherwise arises out of, relates to, or is attributable to, Vendor's alcoholic beverage services and use of the Civic Center and City facilities, equipment or premises. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements and judgments associated with such demands, claims, suits or actions.

IX. INSURANCE

The Vendor shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Vendor qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:

- | | | |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease-- | \$1,000,000 each employee |

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance, written on an ISO Occurrence Form or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage

Limit

(a) General Aggregate	\$2,000,000.00 per project
(b) Products, Completed Operations Aggregate	\$2,000,000 per project
(c) Personal and Advertising Injury	\$1,000,000 per occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the Owner (being the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees) as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per event aggregate limits.

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per occurrence
- (b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

(b) The policy must be on an "occurrence" basis.

X. ADDITIONAL INSUREDS

The Vendor shall cause all of the insurance policy coverages described in Section IX of the Vendor Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

D. Contain no exclusions of the additional insureds relative to job accidents; and

E. The policies must be on an "occurrence" basis.

XI. PAYMENT BY VENDOR TO CITY

In consideration of the City granting permission to the Vendor to use space, equipment and other facilities in the Civic Center for the purpose of serving alcoholic beverages to attendees at social functions described in the premises above (i.e., clients of Vendor), the Vendor shall pay to the City an amount equal to ten percent (10%) of the total amount charged by the Vendor to the client for alcoholic beverages for each social event.

The process, amount to be paid and time of payment, shall be as follows:

A. **SUBMISSION OF COPY OF INVOICE:** The Vendor shall, no later than three (3) days prior to the scheduled event, furnish to the City a copy of the final invoice to be submitted to the client. The invoice shall itemize the different charges by the Vendor to the client. Included in the invoice shall be a detailed list of the cost of alcoholic beverages charged to the client.

B. **AMOUNT OF FEE:** The fee to be paid by Vendor to the City shall be an amount equal to ten percent (10%) of the total cost of alcoholic beverages as shown on the invoice.

C. **BILL FROM CITY TO VENDOR:** The City shall send a bill to the Vendor for the amount of the fee.

D. **PAYMENT BY VENDOR TO THE CITY:** The bill from the City to the Vendor shall be paid in full by the Vendor no later than ten (10) days after the event.

E. EXAMINATION AND AUDIT OF BOOKS AND RECORDS: City and Vendor both agree that City reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine Vendor's books and records in such detail as is necessary to determine compliance with the terms and provisions of this Agreement.

XII. COMPLIANCE WITH ALL LAWS, ORDINANCES AND REGULATIONS

Vendor shall, during the term of this contract and any extension thereof, comply with any and all federal, state and local laws, ordinances and regulations, including specifically, but not limited to, those laws, ordinances and regulations governing the furnishing of alcoholic beverages and the operation of its alcoholic beverage business. Upon request, Vendor will furnish to City copies of Vendor's current licenses and permits required by state or local governmental authorities for Vendor's business, including State of Alabama Alcoholic Beverage Control Board records for the prior twelve (12) months.

XIII. NO RELATIONSHIP BETWEEN CITY AND VENDOR

A. VENDOR IS AN INDEPENDENT CONTRACTOR: Vendor's relationship with the City of Vestavia Hills and the Park and Recreation Board of the City of Vestavia Hills shall be that of an independent contractor and not an employee of the City of Vestavia Hills or the Parks and Recreation Board of the City of Vestavia Hills. Each party will be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations regarding its employees concerning social security, income tax, unemployment insurance, workers compensation and security matters.

B. NO PARTNERSHIP, JOINT VENTURE OF AGENTS: Nothing in this contract shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Vendor shall have no power to obligate or bind the City or Board in any manner whatsoever. Vendor agrees that it shall neither state nor imply, either directly or indirectly, that the Vendor, or its activities, other than pursuant to exercise of this contract, are supported, endorsed or sponsored by the City or Board and, upon the direction of the City or Board, shall issue express written disclaimers to that effect. Vendor shall not use the City or Board's name, trademarks or logos without the prior express written permission of the City. This contract does not constitute nor shall it be interpreted as approval for the use of the City's name or any of its trademarks, logos or other indicia without prior specific written approval of City.

C. NO SPONSORSHIP: Vendor acknowledges that its alcoholic beverage services are not sponsored, operated, performed or endorsed in any way by the City or Board. Vendor will not represent nor imply that Vendor's alcoholic beverage services business is sponsored, operated, performed or endorsed in whole or in part by the City or Board.

XIV. IMMIGRATION LAW

By signing this Vendor Contract, the contracting parties affirm, for the duration of the contract, 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. (Title 31-13-9(k), *Code of Alabama, 1975.*)

XV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

The Vendor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade in violation of Title 41-16-5, *Code of Alabama, 1975.*

XVI. ASSIGNMENTS AND SUBCONTRACTING

Vendor may not assign this contract to another entity or delegate its rights and obligations under this contract without the prior written consent of the City.

XVII. MISCELLANEOUS:

A. NON WAIVER: The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, shall not be construed as a waiver, or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this contract shall not be valid unless in writing and signed by the parties hereto. This contract may be amended at any time by written agreement of the parties signatory hereto.

C. NOTICES: Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by first-class mail, properly addressed and postage prepaid, to the parties' last known address.

D. GOVERNING LAW: This contract shall be interpreted, construed and governed to the laws of the State of Alabama.

E. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

F. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

G. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Vendor and their heirs, successors and assigns.

H. SEVERABILITY: In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

I. **CONSTRUCTION OF TERMS:** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

J. **ENTIRE AGREEMENT:** This written contract contains the entire agreement between the City and the Vendor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____ have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the ____ day of _____, 2022.

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

Insert name of Vendor

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 Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, 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 _____, 2022.

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 Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, 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 _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, an Alabama _____, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

THE CITY OF VESTAVIA HILLS, ALABAMA
PARKS AND LEISURE SERVICES
RENTAL CONTRACT

DATE: _____

LESSEE: _____ RESIDENT: _____ NON-RESIDENT: _____

ORGANIZATION NAME (If applicable): _____

ADDRESS: _____ EMAIL ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT (If different from above): _____ CELL: _____

By the execution of this contract, the Lessee accepts the terms listed in the facility agreement for facility rental and affirms that the details below and in the attached facility agreement are correct.

DATE REQUESTED: _____ NUMBER OF GUESTS: _____

FACILITY TO RESERVE: _____

PURPOSE: _____

DATE: _____ TIME: _____ TOTAL FEE: _____

SPECIAL REQUESTS: _____

LESSEE INSURANCE REQUIREMENTS: _____

ACCEPTED BY:

Printed Name

Signature

Date

Parks & Leisure Services Designated Signee

1090 Montgomery Highway Vestavia Hills, Alabama 35216
205-978-0166

THE CITY OF VESTAVIA HILLS, ALABAMA
PARKS AND LEISURE SERVICES
RENTAL CONTRACT

DATE: _____

LESSEE: _____ RESIDENT: _____ NON-RESIDENT: _____

ORGANIZATION NAME (If applicable): _____

ADDRESS: _____ EMAIL ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT (If different from above): _____ CELL: _____

By the execution of this contract, the Lessee accepts the terms listed in the facility agreement for facility rental and affirms that the details below and in the facility agreement, are correct.

DATE REQUESTED: _____ NUMBER OF GUESTS: _____

FACILITY TO RESERVE: _____

PURPOSE: _____

DATE: _____ TIME: _____ TOTAL FEE: _____

SPECIAL REQUESTS: _____

LESSEE INSURANCE REQUIREMENTS: _____

ACCEPTED BY:

Printed Name

Signature

Date

Parks & Leisure Services Designated Signee

1090 Montgomery Highway Vestavia Hills, Alabama 35216
205-978-0166

VESTAVIA HILLS PARKS AND PAVILION
FACILITY AGREEMENT
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
205-978-0166

GENERAL RULES AND INFORMATION

RESERVATIONS

- A. Reservations may be made Monday – Friday, 8:30-4:30 by calling the Civic Center office or through an online application. The application may be completed at VHAL.org under “Reserve a Space” in the Parks and Recreation section.
- B. Deposit: A 50% deposit is due at the time of rental. Full payment is due 15 days before arrival.
- C. Hours of Operation: All parks and trails open at 6:30 am to Sunset, unless otherwise stated.

ACCESSIBILITY

The Vestavia Hills Parks is committed to the needs of individuals with disabilities. The Parks are accessible to disabled patrons as required by the ADA and applicable regulations.

ALCOHOL

Alcoholic Beverages are strictly prohibited at all parks and pavilions. The presence of alcohol will result in immediate cancellation.

ANIMALS

Dogs and cats are permitted in all parks. Pets shall be on a leash and under control of the owner at all times. Any solid excretion matter from said pet must be picked up from any surface area. Farm animals are not allowed.

CANCELLATION

Cancellation of the event less than 15 calendar days before the event shall result in a 25% forfeiture of the deposit. Cancellation of the event 15 calendar days prior to the event, shall result in a full refund minus a \$10.00 processing fee.

CLEAN UP AND DAMAGES

Trash receptacles are provided in the parks. We ask that you place all trash in the receptacles provided. Please carry with you all items brought in to the park (Ex: decorations, flowers, etc.) Additional charges will be incurred for non-compliance.

The lessee is responsible for the total cost of replacement and /or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee will be required to leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages.

CONDUCT AND BEHAVIOR

The lessee is responsible for the conduct of their participants, workers and guests. All rules and regulations of the Parks must be followed at all times. The Vestavia Hills Park and Recreation reserves the right to require any lessee, guest, attendee or other person to vacate the premises, at its sole discretion, in the event of any behavior or conduct (including excessive noise) which is inconsistent with the Park rules, regulations or policies.

DEPOSIT

A 50% deposit and a credit card are due at the time the execution of the agreement. The credit card will be held on file for any damages. The balance is due 15 calendar days before the event. If the event is within 15 days, the full balance is due at the time of the reservation. The deposit and balance may be paid by check, cash or by credit card.

DECORATIONS

The use of tape, staples, stick pins or Velcro are **strictly prohibited**. The use of confetti, bird seed, or similar items is prohibited. No open flame is permitted in the pavilion. Birthday cake candles are the exception.

FOOD AND BEVERAGE

Food and non-alcoholic beverages are allowed in all parks. Food Trucks are allowed, but must be pre-approved by the City. Civic Center Staff will give you contact information for Food Truck Approval.

HOURS

All parks and trails are open at 6:30 am till Sunset.

INCLEMENT WEATHER

Vestavia Hills Park and Recreation reserves the right to cancel the reservation in the event of inclement weather. The Civic Center office will be happy to reschedule the event or issue a full refund.

INDEMNITY

The Lessee does hereby indemnify and agree to hold harmless the City of Vestavia Hills, Alabama, its Mayor, members of the City Council, the Vestavia Hills Park and Recreation Board and its individual members, City Manager, City Clerk, agents, servants, employees and/or any one or more of any thereof against any claim, demand, loss, cost, damage, suits, actions, causes of action, payments, claims or other expenses resulting in or caused by personal injuries, death or property loss or damage from any occurrence or incident while in, on or about the leased premises during the rental term described above; provided, however, the undersigned does not indemnify the City of Vestavia Hills or any of its representatives for anything attributed to the willful and/or wrongful act of the City or its duly authorized agents or representatives. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from activities

of the lessee and/or its guests. The undersigned expressly agrees and acknowledges that the rental and damage deposit charged by the City to the undersigned represents and constitutes a valid consideration for the execution of this indemnity agreement.

LOSS/THEFT

Attendees are solely responsible for safeguarding of any valuables. The Vestavia Hills Park and Recreation Board will not be responsible for any loss.

PARKS AND PAVILIONS AMENITIES

1. Altadena Park 2501 Lakeland Trail, 35243
 - 66-acre park (Scheduled updates will begin in 2023)
 - Opens at 6:30 am and closes at sunset
 - Parking is restricted to designated areas.
 - No golf carts, go-carts, motorcycles, four-wheelers, three-wheelers or any other type of off-road vehicle is permitted in the park.
 - Pets are allowed on a leash and under control at all times. Any solid excretion matter from said pet must be picked up from any surface area.
 - Hitting golf balls is prohibited.
 - Reservations are not needed.
2. Boulder Canyon Nature Trail 1289 Montgomery Highway, 35216
 - Trail begins at the Library in the Forest, features a nature trail with bridge and a waterfall.
 - Reservations are not needed.
3. Byrd Park 2109 Tyson Drive, 35216
 - Walking track
 - Playground
 - Picnic Area
 - Reservations not required.
4. Cahaba Heights Park 4401 Dolly Ridge Road, 35243
 - Open Green Space
 - Turfed baseball fields
 - Enclosed play ground
 - Dog Park
 - Reservations are not available.
5. Liberty Park Sports Complex 4700 Sicard Hollow Road, 35242
 - Two playgrounds
 - Soccer fields
 - Softball fields
 - Reservations are not available.

6. McCallum Park 3332 Rosemary Lane, 35216
 - Picnic tables with Pavilions
 - Grills to cook over open flame (personal grills not allowed)
 - Trails
 - Restrooms
 - The park cannot accommodate groups larger than 50.
 - Reservations are required.

7. Meadowlawn Park 4041 Dolly Ridge Road, 35243
 - Pavilion
 - Walking Trail
 - Playground
 - No restroom facilities.
 - Reservations are required

8. Miracle League Field 2521 Waldrige Road, 35216
 - The Miracle League field removes the barriers for children with mental and physical disabilities.
 - Custom rubberized fields
 - Located in Wald Park
 - No cleats allowed
 - Reservations are required

9. Sicard Hollow Athletic Complex (SHAC) 4851 Sicard Hollow Road, 35242
 - A. Pickleball/Futsal Courts:
 - 3 Pickleball/Futsal Courts for open play between 7:00am – 10:00pm
 - Courts are a first come, first serve basis.
 - Tennis shoes must be worn.
 - Lights may be turned on by pushing button located outside the court.
 - Do not remove Futsal or Pickleball nets. If they need removing, please contact Park & Rec at 205-978-0166
 - No Private or Professional lessons are permitted without the approval of Park & Rec Staff.
 - Water is the beverage of choice. No other drinks allowed on courts.
 - No pets allowed, except service pets.
 - No bicycles, skate boards/hoverboards, skates or roller blades allowed.
 - Children under 12 must be accompanied by an adult.

 - B. Multipurpose Fields
 - Turf multi-purpose fields
 - Playground
 - Registrations are not available

C. Splash Pad

- Open 9:00 am till Sunset, May 1 through September 30
- Water sprays are controlled by a button on the black stand. Once activated it will run 15 minutes. It will then need to be pushed again for water to come on.
- ADA accessible play ground with features for Autistic Children.
- Adult fitness stations
- Pavilion can be rented includes 6 picnic tables and a small room for serving.
- Restrooms
- Splash Pad cannot be rented. Pavilion can be rented.

C. Walking Trails

- Blue Cross Blue Shield sponsored the trail system.
- Approximately 1.3 miles long.
- Connects the athletic fields.

D. Dog Washing Station

- Located near the Splash Pad
- Cost of \$10.00 for usage

10. Wald Park 2521 Waldridge Road, 35216

A. Ball fields

- 3 Ball fields and 1 Miracle league field
- Reservations are not available.

B. Park

- Picnic Tables
- Restrooms
- Walking Track
- 2 Playgrounds
- Open green space
- Amphitheater (Not rented out at this time)
- Reservations are not available.

PARKING

Each park and pavilion have parking available for you use. Vehicles must be parked in designated parking areas. Charging for parking at any event is not permitted.

SMOKING

Vestavia Hills is a smoke-free city. Any smoking is limited to the parking lot..

TAX EXEMPTION

For tax exemption, you must have a Tax ID and be able to provide us a copy.

TEEN EVENTS

- Teen Events are defined as events for Teenagers between the ages of 13-19.
- One parent per every 25 teenagers, must be present for the duration of the event.
- If the event has over 75 teenagers, two police officers are required for duration of the event. All police will be ordered by the Civic Center. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over 4 will be charged at \$50 per hour. No outside security will be allowed. This is to paid at rental time.

NEW MERKEL HOUSE
FACILITY AGREEMENT
2150 HOLLIS CROSSINGS
VESTAVIA HILLS, ALABAMA 35243
205-967-5977

GENERAL RULES AND INFORMATION

RESERVATIONS

- A. Reservations may be made Monday – Friday, 9:00-4:00 by calling The New Merkle House or through an online application. The application may be completed at VHAL.org under “Reserve a Space” in the Parks and Recreation section.
- B. Deposit: A 50% deposit is due at the time of rental. Full payment is due 15 days before the event date. A credit card form is due at the time of the execution of the agreement and held on file for any damages.
- C. Hours for Rental: Saturday – 8:00AM -8:00PM
- D. Rental time includes your setup, decorating, event, and clean up.
- E. Only residents may rent this facility.

ACCESSIBILITY

The New Merkel House is committed to the needs of individuals with disabilities. The New Merkel House is accessible to disabled patrons as required by the ADA and applicable regulations.

ANIMALS

Animals or pets are not permitted in The New Merkel House, with the exception of service animals, which may accompany individuals with disabilities in all areas of the facility.

BANDS/DJS

All bands and DJ’s must provide their own equipment and adhere to the rules of the facility. Each event space is equipped with power. Please provide Event Manager with a copy of the contract with the band or DJ two weeks prior to the commencement of the event.

CANCELLATION

Cancellation of the event less than 30 calendar days before the event date shall result in a 25% forfeiture of the deposit. Cancellation of the event before 30 calendar days or more prior to the event, shall result in a full refund minus a \$10.00 processing fee.

CAPACITY

Total capacity is 127 people. If your event exceeds the building capacity, you will be notified and asked to reduce the number of attendees. Failure to comply will result in the event being closed down.

CLEAN UP AND DAMAGES

The New Merkel House staff will remove trash and clean the floors at the conclusion of the event. We ask that you place all trash in the receptacles provided. Please remove from the New Merkel House all items brought into the facility at the conclusion of the event, (Ex: decorations, linens, flowers, etc.). Additional charges will be incurred for non-compliance.

The Lessee is responsible for the total cost of replacement and/or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee will be required to leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages before the credit card is charged.

CONDUCT AND BEHAVIOR

The Lessee is responsible for the conduct of their participants, workers and guests. All rules and regulations of The New Merkle House must be followed at all times. The New Merkel House reserves the right to require any Lessee, guest, attendee or other person to vacate the premises, at its sole discretion, in the event of any behavior or conduct (including excessive noise) which is inconsistent with The New Merkel House rules, regulations or policies.

DEPOSIT

A 50% deposit and a credit card are due at the time of execution of the agreement. The credit card will be held on file for any damages. The remaining unpaid balance is due 15 calendar days before the event. If the execution of the agreement is within 30 calendar days of the event, the full balance is due at the time of the reservation. The deposit and balance may be paid by check, cash or by credit card.

DECORATIONS

The use of tape, staples, stick pins or velcro on any wall or door or hung from the ceiling is **strictly prohibited**. The use of confetti, bird seed, rice or similar items is prohibited. Candles must be flameless. Your Event Manager will be able to offer acceptable alternatives.

EXHIBITS

Floor plans must be provided to the Event Manager 30 days before the event.

FIRST AID/EMERGENCY SERVICES

Fire Codes will be adhered to in all event spaces. All events are subject to an inspection and approval of the Fire Marshall. The use of fog machines, untreated hay, straw, cotton bales or any other flammable decoration is prohibited. All utility panels, fire hose cabinets, standpipes, fire extinguishers and fire alarms must remain visible and accessible at all times.

FOOD

The New Merkel House does not have a kitchen for private use. The New Merkel House staff will provide ice. Please provide a container. Food and non-alcoholic beverages may be brought into the facility.

INDEMNITY

The Lessee does hereby indemnify and agree to hold harmless the City of Vestavia Hills, Alabama, its Mayor, members of the City Council, the Vestavia Hills Park and Recreation Board and its individual members, City Manager, City Clerk, agents, servants, employees and/or any one or more of any thereof against any claim, demand, loss, cost, damage, suits, actions, causes of action, payments, claims or other expenses resulting in or caused by personal injuries, death or property loss or damage from any occurrence or incident while in, on or about the leased premises during the rental term described above; provided, however, the undersigned does not indemnify the City of Vestavia Hills or any of its representatives for anything attributed to the willful and/or wrongful act of the City or its duly authorized agents or representatives. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from activities of the lessee and/or its guests. The undersigned expressly agrees and acknowledges that the rental and damage deposit charged by the City to the undersigned represents and constitutes a valid consideration for the execution of this indemnity agreement.

LINENS

Linens are not provided.

LOSS/THEFT

The New Merkel House does not provide security for personal property or valuables. Attendees are solely responsible for safeguarding any valuables. The New Merkel House will not be responsible for any loss.

PARKING

The New Merkel House has approximately 100+ parking spaces. These parking spaces are shared with Cahaba Heights Park. There are no parking fees.

RATES

The Rate is \$125.00 per hour with a minimum of 2 hours. Rental time includes your setup, decorating, event, and clean up.

SMOKING

The New Merkel House is a smoke-free facility. Smoking is not permitted in the facility including vapor cigarettes. Smoking is allowed outside the facility in the parking lot.

SETUP

The table and chair setup for the room rented must be received by the facility 14 days in advance of the event. If it is not received, \$50.00 will be deducted from your deposit. The New Merkel House will provide one setup per day.

Strict adherence with all approved and documented setup plans, starting and end times is required. Additional charges will be imposed at the rate of \$100 per every half hour that extends beyond the scheduled time. Fire codes will be adhered to in all event spaces. Modification to a room setup will result in additional charges.

TAX EXEMPTION

For tax exemption, Lessee must have a Tax ID and be able to provide New Merkel House a copy.

TEEN EVENTS

- Teen Events are defined as events for Teenagers between the ages of 13-19.
- One parent per every 25 teenagers, must be present for the duration of the event.
- If the event has over 75 teenagers, two police officers are required for duration of the event. All police will be secured by the Event Manager. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over 4 will be charged at \$50 per hour. No outside security will be allowed. This is to be paid The New Merkel House.
- The lessee is responsible for the total cost of replacement and /or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee shall leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages before the credit card is charged.

RESOLUTION NUMBER 5414

**A RESOLUTION DETERMINING THAT CERTAIN
PERSONAL PROPERTY IS NOT NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND
DIRECTING THE SALE/DISPOSAL OF SAID
SURPLUS PROPERTY**

WITNESSETH THESE RECITALS

WHEREAS, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached “Exhibit A”; and

WHEREAS, the City has determined that it would be in the best public interest to sell or dispose of said property.

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5414 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 10th day of September, 2022.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

10/3/2022

To: Rebecca Leavings

From: Cpl. Wilson

Re: Surplus City Property

Please request that the City Council deem the following property surplus at the next meeting:

There are 4 vehicles at VTE that are currently being used for parts and can be declared surplus. The vehicle info is below:

- 2015 Chevrolet Tahoe VIN 1GNLC2EC4FR526288 TAG 59236MU MILEAGE 149,700
- 2018 Ford Explorer VIN 1FM5K8AR1JGA71286 TAG 64290MU MILEAGE 95,400
- 2020 Ford Explorer VIN 1FM5K8ABXLGC93590 TAG 68596MU MILEAGE 56,400
- 2021 Ford Explorer VIN 1FM5K8AB9MGA42075 TAG 68912MU MILEAGE 18,700

Please contact me with any questions or concerns.

Thanks, Cpl. Wilson ext. #1110

RESOLUTION NUMBER 5416

**A RESOLUTION RESCHEDULING REGULAR MEETINGS AND/OR
WORK SESSIONS OF THE VESTAVIA HILLS CITY COUNCIL**

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

1. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for December 27, 2021 is hereby rescheduled for Monday, December 19, 2022 beginning at 6 PM on observance of the Christmas holidays; and
2. The regularly scheduled work session of the Vestavia Hills City Council scheduled for December 19, 2022 beginning at 6 PM has been rescheduled to begin at 5 PM; and
3. This Resolution Number 5416 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 10th day of October, 2022.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3131

BE IT THEREFORE ORDAINED on this 10th day of October, 2022, by the City Council of the City of Vestavia Hills, Alabama, in a regularly scheduled meeting with a quorum present as follows:

Section 1. That the Cahaba Solid Waste Authority has notified the City of Vestavia Hills, Alabama that a fuel surcharge increase shall now be applied to all customers in order to maintain desired service levels.

Section 2. That Council of the City of Vestavia Hills finds that it is wise, expedient, and necessary to amend its contract for solid waste collection, disposal and treatment with the Cahaba Solid Waste Authority (“the Authority”) to offset costs now necessary for maintaining the desired service levels and hereby authorizes and acknowledges a fuel surcharge as provided in Exhibit 1 be included in the pricing for services of single family residential service and elective back door services for non-disabled customers) beginning August 1, 2022.

Section 3. That the Mayor and City Manager are authorized to execute such documentation necessary to facilitate this amendment and authorize payment thereof.

Section 4. This Ordinance shall take effect immediately upon posting/publication hereof as provided by law.

APPROVED BY:

Mayor

ATTESTED BY:

City Clerk
Print Name:

CERTIFICATION

I, Rebecca Leavings, the City Clerk and Custodian of Records for the City of Vestavia Hills, Alabama hereby certify that the foregoing Ordinance is true and accurate authorization and record of the City of Vestavia Hills, Alabama.

This ____ day of _____, _____

City Clerk

[SEAL]

**FIRST AMENDMENT TO
SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**

The **CITY OF VESTAVIA HILLS, ALABAMA**, (hereinafter referred to as “City”), a municipal corporation does hereby enter into an amended solid waste collection and disposal contract by, between and with the **CAHABA SOLID WASTE DISPOSAL AUTHORITY** (hereinafter referred to as the "Authority" or “CSWDA”) a public corporation under and pursuant to the provisions of Chapter 89A of Title 11 of the Code of Alabama (1975) (hereinafter referred to as the "Enabling Act"). The Parties agree as follows:

1. Tiered Pricing Amended. The pricing for services shall remain tiered and based upon the number of units serviced and services selected within the City and within the Authority’s jurisdiction subject to increases pursuant to the CPI-U Annual Rate Adjustment. The residential garbage and recycling pricing (including elective backdoor service, where applicable) shall include the addition of an itemized fuel surcharge beginning August 1, 2022.

2. Fuel Surcharge Explained. The fuel surcharge shall be according to the monthly adjusted fuel index for ultra-low sulfur diesel, where any percentage change above the baseline fuel cost of \$3.05 (fuel index rate of ultra-low sulfur diesel as of July 15, 2021) shall be multiplied by a fuel factor (0.263) and added to the baseline bid for the applicable entity on the monthly billing of all entities serviced by the Authority. For example, the baseline fuel cost of \$3.05 for ultra-low sulfur diesel increases to \$4.682, leaving an increase of \$1.63. The increase is divided by the baseline fuel cost and multiplied by 100 to determine the percentage increase. The percentage increase is multiplied by the fuel factor and the original per customer bid rate to equal the fuel surcharge amount. The fuel surcharge is added to the baseline bid for single family residential service and elective back door services for non-disabled customers, totaling the newly adjusted rate. The term baseline bid is used to refer to tiered pricing per customer rate as adjusted by inflation (CPI-U Annual Rate Adjustment).

3. Determining Percentage Increase for Fuel Surcharge. The percentage change in fuel index shall be adjusted monthly by the fuel index for ultra-low sulfur diesel (Alabama – Gulf Coast (PADD3) as of the last day of each preceding month according to the Energy Information Administration of the U.S. Department of Energy (EIA/DOE), as published on its website:(<https://www.eia.gov/petroleum/gasdiesel/>).

4. Limited Application of Fuel Surcharge. The fuel surcharge shall automatically become applicable and assessed only when the baseline of \$3.05 for ultra-low sulfur diesel is exceeded.

5. Controlling Agreement. All other provisions of the original authorization to administer solid waste collection on ___ day of _____, 20 __, by Ordinance No. _____ shall remain in effect. To the extent any provisions contained herein are in conflict with this Agreement or any other Agreements between Authority and City, oral or otherwise, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement or other Agreements.

6. **No Further Modifications.** Except as set forth herein, all previous provisions remain unmodified and in full force and effect.

Done this ____ day of _____, _____,

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement with the Cahaba Solid Waste Disposal Authority to administer solid waste disposal and collection on behalf of the City of _____ as provided herein, cause to be executed by their duly authorized officers on the day and year written above, as follows:

CITY OF VESTAVIA HILLS, ALABAMA,
a Municipal Corporation

Mayor

City Manager

Attest:

City Clerk

**CAHABA SOLID WASTE DISPOSAL
AUTHORITY, a Public Corporation**

Allan Rice, its Chairman

Attest:

Elenie Counts, Secretary

ACKNOWLEDGEMENT OF SERVICES BY PROVIDER

Acknowledged by Service Provider: AMWASTE LLC, by _____
(print)

Its _____ (title). This _____ day of _____, 20__.

(Signature)

	A	B	C	D	E	F	G
1	Table 1						
2	Project	CSWDA	Billing Period:	Aug-22			
3	Letting Date:	7/15/2021					
4	Base Fuel Index \$/gal):	3.05					
5	Fuel Index for current month (\$/gal)	4.682					
6							
7	(1) Current Month Index - Base index:	1.63					
8							
9							
10							
11	Item No.	Description	Base Bid Rate	(3) Fuel Factor	(4) Percentage Change in Fuel Index	(3) x (4) Fuel Adjustment (+/-)	Adjusted Rate
12	1	Single Family Residential Service	\$ 22.11	0.263	54%	\$ 3.11	\$ 25.22
13	4	Elective Backdoor Service (non-disabled customer)	\$ 9.38	0.263	54%	\$ 1.32	\$ 10.70

	A	B	C	D	E	F	G
1	Table 2						
2	Project	Clanton	Billing Period:	Jul-22			
3	Letting Date:	7/15/2021					
4	Base Fuel Index \$/gal):	3.05					
5	Fuel Index for current month (\$/gal)	4.682					
6							
7	(1) Current Month Index - Base index:	1.63					
8							
9							
10							
11	Item No.	Description	Base Bid Rate	(3) Fuel Factor	(4) Percentage Change in Fuel Index	(3) x (4) Fuel Adjustment (+/-)	Adjusted Rate
12	1	Single Family Residential Service	\$ 18.89	0.263	54%	\$ 2.66	\$ 21.55

	A	B	C	D	E	F	G
1	Table 3						
2	Project	Fultondale	Billing Period:	Jul-22			
3	Letting Date:	7/15/2021					
4	Base Fuel Index \$/gal):	3.05					
5	Fuel Index for current month (\$/gal)	4.682					
6							
7	(1) Current Month Index - Base index:	1.63					
8							
9							
10							
11	Item No.	Description	Base Bid Rate	(3) Fuel Factor	(4) Percentage Change in Fuel Index	(3) x (4) Fuel Adjustment (+/-)	Adjusted Rate
12	1	Single Family Residential Service	\$ 13.26	0.263	54%	\$ 1.87	\$ 15.13

ORDINANCE NUMBER 3132

AN ORDINANCE ACCEPTING A BID FOR CAHABA HEIGHTS CONNECTOR SIDEWALK ADDITION AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE CONSTRUCTION CONTRACT DOCUMENTS BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS “OWNER,” AND AVERY LANDSCAPING, AS “CONTRACTOR.”

THIS ORDINANCE NUMBER 3132 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 10th day of October, 2022.

WITNESSETH THESE RECITALS:

WHEREAS, on September 27, 2022 at 2:30 p.m., the City of Vestavia Hills, Alabama publicly read aloud bids submitted for Cahaba Heights Connector Sidewalk Addition for the City of Vestavia Hills (“the Project”); and

WHEREAS, one bid was received and read; and

WHEREAS, a copy of the bid tabulation is attached hereto, marked as Exhibit A and is incorporated into this Ordinance Number 3132 by reference as though set out fully herein;

WHEREAS, the City Engineer submitted a memo dated October 5, 2022 recommending acceptance of the bid package submitted by Avery Landscaping, a copy of which is also marked as Exhibit A and is attached to and incorporated into this Ordinance Number 3132 and

WHEREAS, the Bid Specifications included, but are not limited to, the following contract documents prepared by the City and to be signed by the City of Vestavia Hills, Alabama, as “Owner,” and the lowest responsible bidder as “Contractor”:

- A. Contract AIA Document A101-2017.
- B. General Conditions AIA Document A201-2017.
- C. Performance Bond AIA Document A312-2010.
- D. Payment Bond AIA Document A312-2010.
- E. First Addendum to Contract and General Conditions; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to follow the recommendation of the Consultant and accept said bid as detailed above and to authorize the execution and delivery of the contract documents.

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

1. The bid submitted by Avery Landscaping, as value engineered and detailed in Exhibit A is attached and recommended by the City Manager and the Project Manager is hereby accepted; and

2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to contract with Avery Landscaping, including specifically, but not limited to the following contract documents:

- A. Contract AIA Document A101-2017.
- B. General Conditions AIA Document A201-2017.
- C. Performance Bond AIA Document A312-2010.
- D. Payment Bond AIA Document A312-2010.
- E. First Addendum to Contract and General Conditions; and

3. Funding for said project shall be expensed to the Infrastructure and Community Spaces Fund Budget; and

4. 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.

5. This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

DONE, ORDERED, APPROVED and ADOPTED this the 10th day of October, 2022.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Ashley C. Curry
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 #3132 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 10th day of October, 2022 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkel House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of October, 2022.

Rebecca Leavings
City Clerk

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

October 5, 2022

To: Jeff Downes, City Manager

Cc: Brian Davis, Director of Public Services
Rebecca Leavings, City Clerk
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: Cahaba Heights Connector Sidewalk Addition

On September 27th, the City received one bid for the construction of this project.

After review and discussion with the lone bidder, I am recommending a contract to Avery Landscaping

Bid amount..... \$266,877.00

15% contingency \$40,000.00

Total estimated construction costs..... \$306,877.00

Please let me know if questions.

-Christopher Brady





CITY OF VESTAVIA HILLS
Cahaba Heights Connector Sidewalk Addition
BID OPENING: September 27th, 2022, 2:30 pm
BID TABULATION

***no other bids received*

Avery Landscape and Associates, LLC

<u>item</u>	<u>description</u>	<u>quantity</u>	<u>unir</u>	<u>unit price</u>		<u>total</u>
1	5' Wide Concrete Sidewalk	125	SY	\$ 150.00	\$	18,750.00
2	Net Fill Material	100	CY	\$ 40.00	\$	4,000.00
3	6" Header Curb	115	LF	\$ 40.00	\$	4,600.00
4	Crosswalk Striping	72	LF	\$ 50.00	\$	3,600.00
5	4" Wide Painted Traffic Markings	600	LF	\$ 3.00	\$	1,800.00
6	Remove Existing Striping	530	LF	\$ 4.00	\$	2,120.00
7	Raised Pavement Markings	57	EA	\$ 40.00	\$	2,280.00
8	Concrete/ Asphalt Removal	340	SY	\$ 30.00	\$	10,200.00
9	ADA Accessible Ramp	1	EA	\$ 3,500.00	\$	3,500.00
10	ADA Truncated Dome Warning Tread	4	EA	\$ 250.00	\$	1,000.00
11	ADA Signage	2	EA	\$ 300.00	\$	600.00
12	Concrete Bollard	1	EA	\$ 1,000.00	\$	1,000.00
13	Concrete Wheel Stops	13	EA	\$ 150.00	\$	1,950.00
14	Handrail/ Guardrail Removal and Modification	55	LF	\$ 50.00	\$	2,750.00
15	Handrail/ Guardrail Installation	17	LF	\$ 100.00	\$	1,700.00
16	18" RCP	16	LF	\$ 85.00	\$	1,360.00
17	24" RCP	8	LF	\$ 95.00	\$	760.00
18	18" Precast Headwall	1	EA	\$ 3,500.00	\$	3,500.00
19	24" Precast Headwall	1	EA	\$ 4,500.00	\$	4,500.00
20	Stormwater Manhole	1	EA	\$ 6,000.00	\$	6,000.00
21	Pedestrian Bridge	1	LS	\$ 35,500.00	\$	35,500.00
22	Retaining Wall/ Ped Bridge Abutments	30	LF	\$ 1,050.00	\$	31,500.00
23	Shumard Oak	5	EA	\$ 550.00	\$	2,750.00
24	Adagio Grass	14	EA	\$ 35.00	\$	490.00
25	Regal Mist Muhly Grass	58	EA	\$ 39.00	\$	2,262.00
26	Jasmin	9	EA	\$ 40.00	\$	360.00
27	Hydrangea	26	EA	\$ 45.00	\$	1,170.00
28	Holl	43	EA	\$ 25.00	\$	1,075.00
29	Needlepoint Holly	45	EA	\$ 25.00	\$	1,125.00
30	Dward Yaupon Holly	48	EA	\$ 25.00	\$	1,200.00
31	Loropetalum	53	EA	\$ 65.00	\$	3,445.00
32	Indian Hawthorn	27	EA	\$ 40.00	\$	1,080.00
33	Autumn Coral Azalea	10	EA	\$ 45.00	\$	450.00
34	Erosion Control	1	LS	\$ 50,000.00	\$	50,000.00
35	Traffic Control	1	LS	\$ 2,000.00	\$	2,000.00
36	Mobilization	1	LS	\$ 18,000.00	\$	18,000.00
37	Insurance and Bonds	1	LS	\$ 6,000.00	\$	6,000.00
38	Construction Stake Out	1	LS	\$ 4,000.00	\$	4,000.00
39	Add Alternate, Lighting	3	EA	\$ 9,500.00	\$	28,500.00
Total Bid Price						\$ 266,877.00

Bid Bond?

Yes

Contractor's License Number?

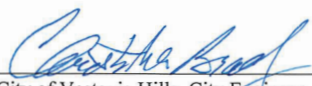
Yes

Acknowledgements

- Addendum No. 1?

Yes

Certification:


 City of Vestavia Hills, City Engineer

ORDINANCE NUMBER 3132

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALDOT FOR PROPOSED PROJECT NUMBERS DE-IBRD-A104(916) AND HPP-TAPBH-CMAQ-A104(916) PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK, JEFFERSON COUNTY AND SIDEWALKS IN VESTAVIA HILLS

BE IT ORDAINED BY MAYOR AND CITY THE COUNCIL OF VESTAVIA HILLS, ALABAMA, as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Pedestrian bridge over US-31 and sidewalks in Vestavia Hills near Wald Park;
Project# DE-IBRD-A104(916); CPMS Ref# 100050996;
Project# HPP-TAPBH-CMAQ-A104(916); CPMS Ref# 100051157.**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto; and

BE IT FURTHER ORDAINED, 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.

THIS ORDINANCE PASSED, ADOPTED, AND APPROVED this the 10th day of October, 2022.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, the undersigned qualified and acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of an Ordinance lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 10th day of October, 2022, and that such Ordinance 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 _____ day of _____, 2022.

Rebecca Leavings
City Clerk

SEAL

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

October 5, 2022

To: Rebecca Leavings, City Clerk

CC: Jeff Downes, City Manager
Brian Davis, Director of Public Services

From: Christopher Brady, City Engineer

RE: ALDOT funding agreement, Hwy 31 Pedestrian Bridge

As followup to the Gresham Smith design expenses approved in Ord 3120 (September 2022), this revision to the proposed funding agreement will provide reimbursement of 80% of these re-design costs. An additional amount of CMAQ funding of \$204,827 has recently been approved and allocated toward these costs. The current status of various funding sources for this project is summarized below.

Preliminary Engineering

IBRD	\$	200,000.00
DE	\$	1,628.29
CMAQ	\$	404,827.00
City Funds	\$	101,206.75
	\$	<u>707,662.04</u>

Construction

DE	\$	3,091.16
HPP	\$	503,944.00
TAP	\$	560,000.00
CMAQ	\$	2,151,899.00
City Funds	\$	803,960.75
	\$	<u>4,022,894.91</u>

Please let me know if questions,

Christopher





Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGIONAL ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

September 21, 2022

Honorable Ashley C. Curry, Mayor
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Attn: Christopher Brady, P.E.
City Engineer

RE: DE-IBRD-A104(916) & HPP-TAPBH-CMAQ-A104(916)
Pedestrian Bridge over US-31 and
Sidewalks in Vestavia Hills
Project Reference No: 100050996 & 100051157
City of Vestavia Hills

Mayor Curry:

Please find attached the funding agreement between the State of Alabama and the City of Vestavia Hills. This agreement is to obligate funds for preliminary engineering, construction and engineering inspection on the above-referenced project.

Should you have questions or need additional information, please contact this office.

Sincerely,
DeJarvis Leonard, P.E.
Region Engineer

Jonathan H. Pate, P.E.
Local Transportation Engineer
East Central Region-Birmingham Area

DL/GMB/JHM/sj
attachment
pc: file

**PRELIMINARY ENGINEERING
AND CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

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

**Pedestrian Bridge over US-31 and
Sidewalks in Vestavia Hills near
Wald Park**

**Project No. DE-IBRD-A104(916)
CPMS Ref# 100050996**

**Project No. HPP-TAPBH-CMAQ-A104(916)
CPMS Ref# 100051157**

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 the STATE; and the City of Vestavia Hills, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the pedestrian bridge over US-31 and sidewalks in Vestavia Hills near Wald Park; Project# DE-IBRD-A104(916); CPMS Ref# 100050996; Project# HPP-TAPBH-CMAQ-A104(916); CPMS Ref# 100051157.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. It is expressly understood that federal funds for this project will be provided from Innovative Bridge Research and Deployment (IBRD) funds on the basis of 100 percent Federal funds limited to \$200,000.00, DE funds on the basis of 100 percent Federal funds limited to \$ 4,719.45, and High Priority Program (HPP) funds limited to \$503,944.00. Transportation Alternatives Program (TAP) funds are limited to \$560,000.00, and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds are limited to \$2,556,726.00, unless the Birmingham Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated TAP and CMAQ funds for the Birmingham Area sufficient to pay the corresponding proportional share. Indirect cost will be applied to the DE, HPP, and CMAQ funds for the

Construction only. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

<u>PRELIMINARY ENGINEERING</u>	ESTIMATED COSTS
IBRD Funds (100%)	\$ 200,000.00
DE Funds (100%)	\$ 1,628.29
CMAQ Funds	\$ 404,827.00
City Funds	<u>\$ 101,206.75</u>
TOTAL	\$ 707,662.04
<u>CONSTRUCTION</u>	
DE Funds (100%)	\$ 3,091.16
HPP Funds	\$ 503,944.00
TAP funds (Birmingham Area Dedicated)	\$ 560,000.00
CMAQ Funds	\$ 2,151,899.00
City Funds	<u>\$ 803,960.75</u>
TOTAL (Incl E&I and Indirect Cost)	\$ 4,022,894.91

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY 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.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

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 or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost to the Project, as approved by the application.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the Project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. All cost for which the CITY 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 CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, 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 CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the Project with CITY forces or with a consultant approved by the STATE as part of the cost of the Project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall 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 CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State 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.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies,

and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy. The elevator on this project shall be maintained and inspected as per the most current version of OSHA Standard 1917.116, ASME A17.1/CSA B44-2016, and Alabama Act No. 2003-349. The pedestrian bridge shall be maintained and inspected as per the most current National Bridge Inspection Standards Regulation.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed 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 Region Engineer for payment. The CITY may invoice 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. Invoices for any work performed 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.
- B. The CITY 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.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project 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. 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.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY 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, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY 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.
- E. 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 project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement 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 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY 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.

- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.
- I. This Agreement supersedes the Agreements dated February 5, 2008, April 18, 2008, January 23, 2013, October 19, 2017, and September 24, 2018, and those Agreements dated February 5, 2008, April 18, 2008, January 23, 2013, October 19, 2017, and September 24, 2018, are hereby deemed to be null and void.

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: _____
Clerk (Signature)

By: _____
(Signature) Mayor, Ashley C. Curry

Type Name of Clerk
(AFFIX SEAL)

(Signature) City Manager, Jeff Downes

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

DeJarvis Leonard, P.E.
East Central Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

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

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Vestavia Hills as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Pedestrian bridge over US-31 and sidewalks in Vestavia Hills near Wald Park;
Project# DE-IBRD-A104(916); CPMS Ref# 100050996;
Project# HPP-TAPBH-CMAQ-A104(916); CPMS Ref# 100051157.**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

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.

I, the undersigned qualified and 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 named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

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

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

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 of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

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:

- a. 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.
- b. 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.

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.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use 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 CITY 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, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY 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.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

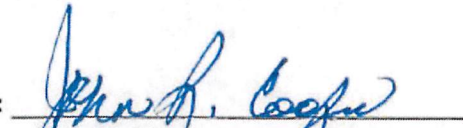
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

ORDINANCE NUMBER 3124

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

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

901 Montgomery Highway
David and Rozanne Emory, Owner(s)

More particularly described as follows:

Parcel I. Lots 15, 16 and 17, Block 15, of South Birmingham Heights, as recorded in Map Book 7, Page 41, in the Probate Office of Jefferson County, Alabama and also a portion of vacated Pine Street all being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of Lot 15 of said South Birmingham Heights and run in an Easterly direction along the South line of said Lot 15 for a distance of 158.02 feet to the center of the vacated Pine Street; thence turn an interior angle to the right of 85 degrees 52 minutes 49 seconds and run in a Northerly direction along the center of the vacated Pine Street for a distance of 97.97 feet; thence turn an interior angle to the right of 90 degrees 00 minutes 00 seconds and run in a Westerly direction for a distance of 8.00 feet to a point on the West right of way line of Pine Street; thence turn an interior angle to the right of 270 degrees 00 minutes 00 seconds and run in a Northerly direction along said right of way for a distance of 84.00 feet to the Northeast corner of Lot 17 of said South Birmingham Heights, said point also being on the Southern-most right of way line of a 16 foot public alley; thence turn an interior angle to the right of 76 degrees 21 minutes 09 seconds and run along the Northern line of said Lot 17 and the said Southern-most right of way line for a distance of 154.11 feet to the Northwest corner of said Lot 17, said point also being on the Eastern-most right of way line of U.S. Highway 31; thence turn an interior angle to the right of 103 degrees 35 minutes 05 seconds and run in a Southerly direction along the West line of said Lot 17 and along said Eastern-most right of way line for a distance of 134.26 feet to the point of beginning.

Parcel II. A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 30, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, being more particularly described as follows:

Begin at the NE corner of Lot 17, Block 15, South Birmingham Heights Land Company, as recorded in Map Book 7, Page 41, in the Office of the Judge of Probate, Jefferson County, and run South 74 degrees 11' 00" West along the Northerly line of said Lot 17 for a distance of 31.07 feet; thence angle left and run South 0 degrees 48'15" East for a distance of 39.31 feet; thence angle left and run North 89 degrees 11' 45" East for a distance of 30.00 feet to a point on the Easterly line of said Lot 17; thence angle left and run North 0 degrees 48' 15" West along said Easterly line of Lot 17 for a distance of 47.38 feet to the point of beginning.

BE IT FURTHER ORDAINED, that said zoning shall become effective immediately upon the publishing/posting of this Ordinance Number 3124 following the approval and recordation of a plat map combining all the portions of property into a single lot and a copy of said recorded plat submitted to the Office of the City Clerk.

APPROVED and ADOPTED this the 24th day of October, 2022.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

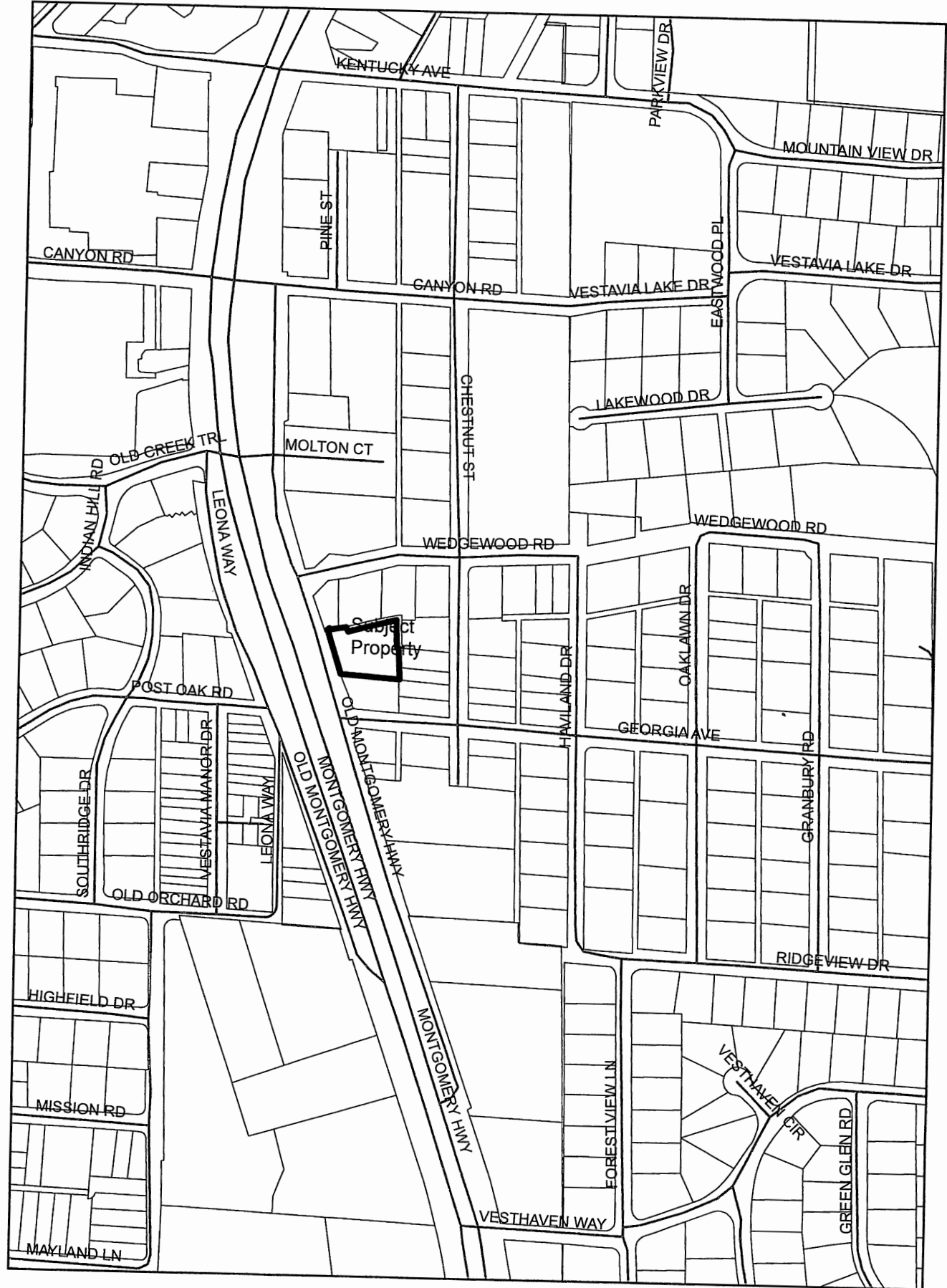
CERTIFICATION:

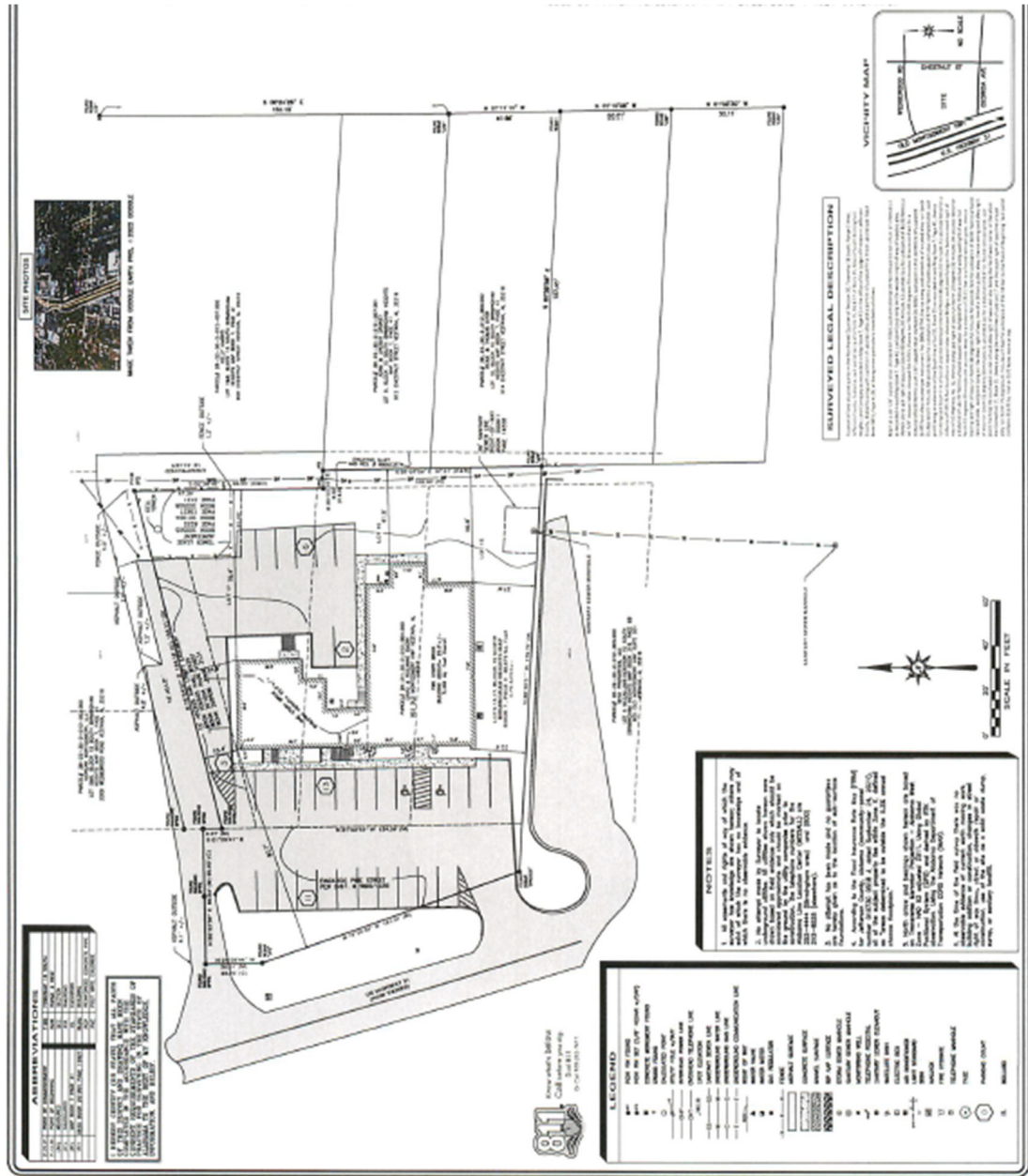
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3124 is a true and correct copy of such 24th day of October, 2022, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2022.

Rebecca Leavings
City Clerk

901 & 903 Montgomery Highway





ABBREVIATIONS

1/4" = 1' CONTOUR	1/8" = 1' FINISH GRADE
1/16" = 1' ELEVATION	1/32" = 1' FINISH GRADE
1/64" = 1' ELEVATION	1/128" = 1' FINISH GRADE
1/256" = 1' ELEVATION	1/512" = 1' FINISH GRADE
1/1024" = 1' ELEVATION	1/2048" = 1' FINISH GRADE
1/4096" = 1' ELEVATION	1/8192" = 1' FINISH GRADE

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO THE EASEMENT UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

811
 KYLE JAMES HENRY
 CIVIL ENGINEER
 1750 N. 10TH ST., SUITE 101
 DENVER, CO 80218
 (303) 555-1111

- LEGEND**
- 1. 1/4" = 1' CONTOUR
 - 2. 1/8" = 1' FINISH GRADE
 - 3. 1/16" = 1' ELEVATION
 - 4. 1/32" = 1' FINISH GRADE
 - 5. 1/64" = 1' ELEVATION
 - 6. 1/256" = 1' ELEVATION
 - 7. 1/1024" = 1' ELEVATION
 - 8. 1/4096" = 1' ELEVATION
 - 9. 1/16" = 1' CONTOUR
 - 10. 1/8" = 1' FINISH GRADE
 - 11. 1/16" = 1' ELEVATION
 - 12. 1/32" = 1' FINISH GRADE
 - 13. 1/64" = 1' ELEVATION
 - 14. 1/256" = 1' ELEVATION
 - 15. 1/1024" = 1' ELEVATION
 - 16. 1/4096" = 1' ELEVATION
 - 17. 1/16" = 1' CONTOUR
 - 18. 1/8" = 1' FINISH GRADE
 - 19. 1/16" = 1' ELEVATION
 - 20. 1/32" = 1' FINISH GRADE
 - 21. 1/64" = 1' ELEVATION
 - 22. 1/256" = 1' ELEVATION
 - 23. 1/1024" = 1' ELEVATION
 - 24. 1/4096" = 1' ELEVATION

NOTES

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHALL BE TO THE EASEMENT UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHALL BE TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

SURVEYED LEGAL DESCRIPTION

The entire parcel shown herein is subject to the following:
 1. A 20-foot wide easement for utility lines, as shown on the site plan, running along the northern and eastern boundaries of the parcel.
 2. A 10-foot wide easement for utility lines, as shown on the site plan, running along the southern boundary of the parcel.
 3. A 5-foot wide easement for utility lines, as shown on the site plan, running along the western boundary of the parcel.
 4. A 10-foot wide easement for utility lines, as shown on the site plan, running along the northern boundary of the parcel, adjacent to N. 10th St.



City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-22-6

Representative: Mark E. Gualano

Owner Name: David R. Emory and Rozanne S. Emory

Rep. Address: 701 Chestnut St., Vestavia Hills, AL 35216

Owner Address: 901 Montgomery Hwy, Vestavia Hills, AL 35216

Project Address: 901 Montgomery Hwy

Legal Description: 200505/6230:

Lots 15, 16 and 17, Block 15, of South Birmingham Heights, as recorded in Map Book 7, Page 41, in the Probate Office of Jefferson County, Alabama and also a portion of vacated Pine Street all being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of Lot 15 of said South Birmingham Heights and run in an Easterly direction along the South line of said Lot 15 for a distance of 158.02 feet to the center of the vacated Pine Street; thence turn an interior angle to the right of 85 degrees 52 minutes 49 seconds and run in a Northerly direction along the center of the vacated Pine Street for a distance of 97.97 feet; thence turn an interior angle to the right of 90 degrees 00 minutes 00 seconds and run in a Westerly direction for a distance of 8.00 feet to a point on the West right of way line of Pine Street; thence turn an interior angle to the right of 270 degrees 00 minutes 00 seconds and run in a Northerly direction along said right of way for a distance of 84.00 feet to the Northeast corner of Lot 17 of said South Birmingham Heights, said point also being on the Southern-most right of way line of a 16 foot public alley; thence turn an interior angle to the right of 76 degrees 21 minutes 09 seconds and run along the Northern line of said Lot 17 and the said Southern-most right of way line for a distance of 154.11 feet to the Northwest corner of said Lot 17, said point also being on the Eastern-most right of way line of U.S. Highway 31; thence turn an interior angle to the right of 103 degrees 35 minutes 05 seconds and run in a Southerly direction along the West line of said Lot 17 and along said Eastern-most right of way line for a distance of 134.26 feet to the point of beginning.

200505/6229:

A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 30, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, being more particularly described as follows:

Begin at the NE corner of Lot 17, Block 15, South Birmingham Heights Land Company, as recorded in Map Book 7, Page 41, in the Office of the Judge of Probate, Jefferson County, and run South 74 degrees 11' 00" West along the Northerly line of said Lot 17 for a distance of 31.07 feet; thence angle left and run South 0 degrees 48'15" East for a distance of 39.31 feet; thence angle left and run North 89 degrees 11' 45" East for a distance of 30.00 feet to a point on the Easterly line of said Lot 17; thence angle left

and run North 0 degrees 48' 15" West along said Easterly line of Lot 17 for a distance of 47.38 feet to the point of beginning.

Access and Utility Easement:

A strip of land 15 feet in width for access and utilities situated in the Southeast Quarter of the Northwest Quarter of Section 30, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, lying 7.5 feet to either side of the following described centerline:

Commence at the NE corner of Lot 17, Block 15, South Birmingham Land Company, as recorded in Map Book 7, Page 41, in the Office of the Judge of Probate, Jefferson County, Alabama, and run South 74 degrees 11' 00" West along the Northerly line of said Lot 17 for a distance of 31.07 feet; thence angle left and run South 0 degrees 48' 15" East for a distance of 7.77 feet to the point of beginning; thence angle right and run South 74 degrees 11' 00" West along a line 7.5 feet South of and parallel to said Northerly line of Lot 17 for a distance of 124.75 feet more or less to the Easterly line of Pine Street (60' right of way unopened) and the ending point of this centerline.

Parcel ID Number: 28 00 30 2 012 004.000
Current Zoning: Jefferson County Unknown
Requested Zoning: Vestavia Hills O-1
Intended Purpose: Currently under contract for sale. Buyer has plans to renovate. Currently unzoned, was told by city that re-zoning must be completed before renovations can begin.

MOTION Mr. Weaver made a motion to recommend Rezoning from JC Unknown to Vestavia Hills O-1 for the property located at 901 Montgomery Hwy. subject to the following condition: Lots be recombined before zoning is final. Second was by Mr. Farrell. Motion was carried on a roll call; vote as follows:

P&Z

Recommendation: Mr. Weaver– yes Mr. Farrell – yes
Mr. Honeycutt– yes Mr. Romeo – yes
Mr. Larson – yes Mr. Vercher – yes
Motion carried.

Date of P&Z Meeting: September 8, 2022

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair
Issued by: Conrad Garrison, City Planner

RZ-22-6**Rezoning Application****Status:** Active**Date Created:** Aug 4, 2022**Applicant**

Mark Gualano
 mg@mgualanolaw.com
 701 Chestnut St.
 Vestavia Hills, AL 35216
 205-536-6999

Primary Location

901 MONTGOMERY HWY
 VESTAVIA HILLS, AL 35216

Owner:

David R. Emory & Rozanne S. Emory
 901 Montgomery Hwy Vestavia Hills, AL 35216

Property Information**Subject Property Address**

901 Montgomery Hwy

Tax Parcel ID Number

28 00 30 2 012 004.000

Legal Description

200505/6230:

Lots 15, 16 and 17, Block 15, of South Birmingham Heights, as recorded in Map Book 7, Page 41, in the Probate Office of Jefferson County, Alabama and also a portion of vacated Pine Street all being more particularly described by metes and bounds as follows:

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200505/6229:

A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 30, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, being more particularly described as follows:

Begin at the NE corner of Lot 17, Block 15, South Birmingham Heights Land Company, as recorded in Map Book 7, Page 41, in the Office of the Judge of Probate, Jefferson County, and run South 74 degrees 11' 00" West along the Northerly line of said Lot 17 for a distance of 31.07 feet; thence angle left and run South 0 degrees 48'15" East for a distance of 39.31 feet; thence angle left and run North 89 degrees 11' 45" East for a distance of 30.00 feet to a point on the Easterly line of said Lot 17; thence angle left and run North 0 degrees 48' 15" West along said Easterly line of Lot 17 for a distance of 47.38 feet to the point of beginning.

Access and Utility Easement:

A strip of land 15 feet in width for access and utilities situated in the Southeast Quarter of the Northwest Quarter of Section 30, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, lying 7.5 feet to either side of the following described centerline:

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distance of 31.07 feet; thence angle left and run South 0 degrees 48' 15" East for a distance of 7.77 feet to the point of beginning; thence angle right and run South 74 degrees 11' 00" West along a line 7.5 feet South of and parallel to said Northerly line of Lot 17 for a distance of 124.75 feet more or less to the Easterly line of Pine Street (60' right of way unopened) and the ending point of this centerline.

Existing Parking Spaces

35

Proposed Parking Spaces

35

Submission Date

08/04/2022

Type of Project

New Non-Residential Development/use

Action Requested:**From Existing Zoning Classification**

Jefferson County Unknown

To Requested Zoning Classification

Vestavia Hills O-1

For the Intended Purpose of:

Currently under contract for sale. Buyer has plans to renovate. Currently unzoned, was told by city that re-zoning must be completed before renovations can begin.

Acreage of Subject Property

0.72

Acreage of Property to be Disturbed

?

Setbacks**Front**

--

Back

--

Side

--

Open Space

--

Lot Coverage Percentage

--

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

**Owner Information**

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

Property Owner Name

David R. Emory and Rozanne S. Emory

Company Name

Re/Max Southern Homes

Owner Address City State Zip

901 Montgomery Hwy, Vestavia Hills, AL 35216

Owner's Phone Number

205-914-1126

Email Address of Owner

demory1126@yahoo.com

By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.

**Owner Representative/Responsible Party**

Mark E. Gualano

Company Name

Mark E. Gualano, LLC

Contact Email of Responsible Party

ORDINANCE NUMBER 3125

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED, SO AS TO ADOPT THE SECOND AMENDMENT TO THE LIBERTY PARK PLANNED UNIT DEVELOPMENT PURSUANT TO APPLICATION DATED AUGUST 2, 2022

WHEREAS, on February 19, 2001, the City Council of the City of Vestavia Hills, Alabama adopted Ordinance Number 1864 establishing the Liberty Park Planned Unit Development pursuant to the Liberty Park Planned Unit Development Zoning Application dated December 5, 2000; and

WHEREAS, on July 7, 2003, the City Council adopted Ordinance Number 2001 approving the amendments set forth in the Application for Amendment to the Liberty Park Planned Unit Development dated April 1, 2003; and

WHEREAS, Liberty Park Joint Venture, LLP (“LPJV”) has submitted an Application for Second Amendment to the Liberty Park Planned Unit Development dated August 2, 2022 (the “Amendment Application”) requesting certain amendments to the Liberty Park PUD with respect to the Remaining Undeveloped Land (as such terms are defined in the Amendment Application). A copy of the Amendment Application is marked as Exhibit “A,” attached to and incorporated into Ordinance Number 3125 as if written fully therein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended, be further amended so as (i) to adopt the Revised Land Use District Map to establish the applicable land use districts for the Remaining Undeveloped Land effective as of the date hereof; (ii) to adopt the planning criteria set forth in the Amendment Application for the development of the Remaining Undeveloped Land effective as of the date hereof; (iii) to confirm that no changes are being made to the land use districts or planning criteria with respect to any of the Developed Areas (as such term is defined in the Amendment Application) of the Liberty Park PUD; and (iv) to provide notice the City amended and restated the City’s Zoning Code in full by Ordinance 3099 adopted by the City on July 27, 2022 (the “2022 Zoning Code”)

and that the provisions of Section 6.9 et. seq. of the 2022 Zoning Code supersede and replace all prior planned unit development provisions of the City and is henceforth the operative zoning code applicable to the Liberty Park PUD.

The Revised Land Use District Map is set forth in Tab 1 of the attached Exhibit “A” (Exhibit 6.9.2.3.c.).

A depiction of and legal description of the Remaining Undeveloped Land are set forth in Tab 3 of the attached Exhibit “A” (Exhibit 6.9.2.4.a) attached hereto and made part hereof.

Remainder of Page Intentionally Deleted

APPROVED and ADOPTED this the 24th day of October, 2022.

Ashley C. Curry
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 Number 3125 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 24th day of October, 2022 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills City Hall, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2022.

Rebecca Leavings
City Clerk

**APPLICATION FOR SECOND AMENDMENT TO
LIBERTY PARK PLANNED UNIT DEVELOPMENT**

**SECTION 6.9.2.1.
INTRODUCTION AND APPLICATION**

This Application for Second Amendment to Liberty Park Planned Unit Development (this “**Amendment Application**”) is made as of August 2, 2022, by **LIBERTY PARK JOINT VENTURE, LLP**, an Alabama limited liability partnership (“**LPJV**”), requesting certain amendments to the Liberty Park PUD (as hereinafter defined).

To date, (A) approximately 2,188 acres have been (or are currently being) developed in Liberty Park, a partially developed master-planned community (the “**Development**” or “**Liberty Park**”) within the corporate limits of the City of Vestavia Hills, Alabama (the “**City**”) in accordance with the requirements of the Liberty Park PUD (as hereinafter defined), consisting of single-family homes, multi-family units, commercial office space, retail/commercial space, an elementary school, municipal ball fields, a municipal fire station, and a church (defined herein as the “**Developed Areas**”); and (B) approximately 1,408 acres of Liberty Park is undeveloped (defined herein as the “**Remaining Undeveloped Land**”).

On or about June 27, 2022, the City adopted Ordinance Number 3099 to amend and restate the City’s Zoning Code in full (the “**2022 Zoning Code**”). The 2022 Zoning Code does not change the zoning of the Development, which remains Planned Unit Development, or otherwise affect the Liberty PUD as the same relates to the developed areas of Liberty Park. LPJV acknowledges, on behalf of itself only, that Ordinance 3099 reflects the City’s current operative zoning code and that the provisions of Section 6.9 et. seq. of the 2022 Zoning Code supersede and replace all prior planned unit development zoning provisions of the City and is henceforth the operative zoning code applicable to the Development.

Pursuant to City Ordinance No. 3085, which was adopted by the City on or about March 18, 2022, the City approved certain changes in the residential density allowances applicable to Liberty Park.

LPJV hereby submits the following information to the Planning and Zoning Commission and the City Council of the City pursuant to the requirements of Section 6.9.2 of the 2022 Zoning Code. The Section numbers referenced at the top of the following pages correspond with the Section Numbers of the 2022 Zoning Code.

DEFINITIONS

For the purposes of this Amendment Application, the defined terms used in the Introduction or in Section 6.9.2.4.f. of this Amendment Application shall have the meanings set forth therein and the following definitions shall apply to the designated capitalized terms. Other terms in this Amendment Application that are not herein defined herein shall have the meanings ascribed thereto in the PUD Ordinance.

“**2022 Zoning Code**” shall mean and refer to the Zoning Code of City by the adoption of Ordinance Number 3099.

“**Amendment Application**” shall mean and refer to this Amendment Application for a second amendment to the existing Liberty Park PUD and the existing Liberty Park PUD Application.

“**Annexation Amendment**” shall mean and refer to that certain Amendment to Annexation Agreements between the City and LPJV dated March 18, 2022, adopted by the City pursuant to City Ordinance 3085.

“**ARCs**” shall mean and refer to the Liberty Park Architectural Review Committee, together with such additional architectural review and/or control committees as may be created from time to time as the Remaining Undeveloped Land continues to develop.

“**Associations**” shall mean and refer to associations listed in Section 6.9.2.4.k. of this Amendment Application, together with such additional associations as may be created from time to time as Liberty Park continues to develop.

“**City**” shall mean and refer to the City of Vestavia Hills, Alabama.

“**Cottage Homes**” shall mean single-family detached residential dwellings located in close proximity to each other with shared common open space, as more particularly described in the Design Guidelines.

“**Design Guidelines**” has the meaning set forth in Section 6.9.2.4.c. of this Amendment Application.

“**Developed Areas**” means all of the property shown on the Revised Land Use District Map attached hereto as **Exhibit 6.9.2.4.(a)**, which is not designated as Remaining Undeveloped Land.

“**First Amendment to Liberty Park PUD**” means the amendments set forth in the Application for Amendment to Liberty Park Planned Unit Development dated April 1, 2003, approved by the City in Ordinance Number 2001 adopted by the City on July 7, 2003.

“**Liberty Park PUD**” means the existing Liberty Park PUD established by Ordinance Number 1864 adopted by the City on or about February 19, 2001, approving the Liberty Park Planned Unit Development Zoning Application submitted by Developer and other parties thereto dated December 5, 2000, as amended by the First Amendment to Liberty Park PUD.

“**Liberty Park Restrictive Covenants**” shall mean and refer to the protective and restrictive covenants listed in Section 6.9.2.4.k. of this Amendment Application, together with such additional protective and restrictive covenants as may be adopted from time to time to govern future development of the Remaining Undeveloped Land.

“**Owner**” or “**LPJV**” shall mean Liberty Park Limited Joint Venture LLP, an Alabama limited liability partnership.

“Planning Commission” shall mean The City of Vestavia Hills Planning and Zoning Commission.

“PUD” shall mean and refer to a planned unit development pursuant to the PUD Ordinance.

“PUD Ordinance” shall mean and refer to Section 6.9 et. seq. (Planned Unit Development) of the 2022 Zoning Code.

“Remaining Undeveloped Land” shall mean and refer to the property described in Section 6.9.2.4.a. of this Amendment Application and depicted in **Exhibit 6.9.2.4.(a)**. hereto.

“Revised Land Use District Map” shall mean the 2022 Revised Land Use District Map attached hereto as Exhibit 6.9.2.3.C.

“Watershed Covenants” shall mean and refer to the Declarations of Watershed Protective Covenants listed in Section 6.9.2.4.k. of this Amendment Application.

SECTION 6.9.2 (2)

AREA REQUIREMENTS

The Liberty Park PUD is in excess of the 75-acre minimum area of the PUD Zoning Ordinance.

SECTION 6.9.2 (3)
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SECTION 6.9.2.3.a.

AMENDMENT APPLICATION FEE

In accordance with the above referenced section of the PUD Ordinance, LPJV submits herewith a check in the amount of \$1,000 payable to the City, representing the application fee required for this Amendment Application. LPJV acknowledges and agrees to be responsible for all costs of notification and advertisement incurred by the City in connection with this Amendment Application.

SECTION 6.9.2.3.b.**OWNERS**

LPJV is the sole owner of the Remaining Undeveloped Land.

Within the Developed Areas, approximately 1700 single family residential lots/houses are owned by residential owners and/or builders. A list of such single family lot/homeowners will be provided to the City if requested. In addition, there are approximately 26 owners of commercial properties in the Urban Center, which is not affected by this Amendment Application. A list of Urban Center owners will be provided to the City if requested. Listed below are the owners of the remaining commercial or institutional properties in the Developed Areas Liberty Park:

- 8001 Liberty Parkway, LLC
- 8844 Project, LLC
- ARG EHBIRAL001, LLC
- Board of Education of the City of Vestavia Hills, Alabama (Liberty Park Elementary and Middle School)
- CMF 15 Portfolio, LLC
- City of Vestavia Hills, Alabama (Liberty Park Sports Complex)
- Community Bank of Mississippi
- Corporate Woods Partners, LLC
- Enviro Services, LLC
- Fairway-Prominence, LLC
- Encompass Health Corporation
- High Noon, LLC
- KADD, LLC
- Liberty Park Joint Venture, LLP
- LP Development, LLC
- LPP II, LLC
- Main Street South Fulton, LLC
- Moore Oil Co., Inc.
- Parker Ophthalmic Properties, LLC
- RTR Partners, LLC
- STAS Networks, LLC
- Vestlake Communities Property Owners' Association, Inc.
- WK Services Co., LLC
- Woodlawn Baptist Church, Inc. (The Church at Liberty Park)

SECTION 6.9.2.3.c.

REVISED LIBERTY PARK PUD MAPS

A Revised Land Use District Map is attached hereto as Exhibit 6.9.2.3.c.(1), showing the location of the various land uses by PUD land use districts, the location of existing and proposed public or private streets, greenbelts, buffers, natural or man-made open spaces, schools, park and community service areas within and adjacent to the Liberty Park PUD and the location of any proposed gates for control of access on private streets.

A Revised Site Topographical Map is attached hereto as Exhibit 6.9.2.3.c.(2) showing known waterways, flood plains, forest cover and wetlands.

All of the property in Liberty Park may previously have been subject to subsurface or surface mining activities.

SECTION 6.9.2.4.a.

PLANNING CRITERIA OF THE LIBERTY PARK PUD

LEGAL DESCRIPTION OF APPLICABLE PORTIONS OF LIBERTY PARK PUD

No change is made to the legal description of the Developed Areas of Liberty Park as set forth in the existing Liberty Park PUD.

A depiction and legal description for the Remaining Undeveloped Land is attached as Exhibit 6.9.2.4.a.

SECTION 6.9.2.4.b.

PLANNING CRITERIA OF THE LIBERTY PARK PUD

GENERAL DESCRIPTION OF AREAS SURROUNDING LIBERTY PARK

No change is made to the general description areas surrounding Liberty Park from that set forth in the existing Liberty Park PUD.

SECTION 6.9.2.4.c.**PLANNING CRITERIA OF THE LIBERTY PARK PUD****STATEMENT OF PLANNING OBJECTIVES****1. Planning Objectives**

No change is made to the planning objectives for the Developed Areas of Liberty Park from that set forth in the existing Liberty Park PUD.

The Remaining Undeveloped Land is planned to include a mixed-use component that incorporates both residential and commercial uses in a town center (the “**Town Center**”). The Town Center shall incorporate traditional design principles to encourage walkability and convenience and include the following:

- An organized street and block network which incorporates open spaces, promotes flexibility and adaptability, and allows the Town Center and its public spaces to evolve, change and grow over time.
- Arrangement of streets, sidewalks, public spaces, and walkways connecting to parking facilities and surrounding areas. Elements which reinforce one another and work together to create gathering spaces and sidewalk areas where retail and leisure meet.
- Sidewalks sized for their intended use – wider sidewalks where restaurants and al fresco will be concentrated and narrower sidewalks planned on less intensively used streets.
- Scale that is comfortable for pedestrians with buildings that engage the street through windows, awnings, store signage and lighting. Storefronts shall avoid commonality and banality and allow for differentiation.
- On street parking convenient to retail and commercial buildings.
- Landscaping and hardscaping to enhance streetscapes and public places.

LPJV will finalize design guidelines (“**Design Guidelines**”) in the Town Center that implement the planning objectives above to serve as a guideline for development of individual projects in the Town Center. LPJV will consider in good faith all suggestions of the City’s Design Review Board which are in furtherance of the design principles set forth in this Section 6.9.2.4.c. prior to finalizing the Design Guidelines. The covenants for both the residential and commercial projects in the Town Center will incorporate the Design Guidelines by reference.

Without limitation on the foregoing, the following are the planning objectives for the Remaining Undeveloped Land:

A. Permit more flexible and, consequently, more creative and imaginative design in order to accommodate planned residential developments and planned office, commercial, retail, civic, institutional, and recreational developments within the context of a topographically difficult site;

B. Permit flexibility in land use densities in conjunction with provisions for more expansive functional open space and community services;

C. The combination and coordination of uses, building types, building relationships, and architectural systems within the Remaining Undeveloped Land;

D. The preservation and enhancement of existing natural features, their scenic qualities and amenities to the greatest extent possible, and the utilization of such features in a harmonious fashion; and,

E. The exception of the Liberty Park development from the conventional zoning regulations of the City Zoning Ordinance regarding setbacks, minimum yard sizes, minimum green belts, landscape regulations, off-street parking regulations minimum floor areas, and other regulations enabling LPJV to achieve the foregoing planning objectives.

2. Character of Liberty Park PUD

No change is made to the character of the Developed Areas of Liberty Park from that set forth in the existing Liberty Park PUD.

The Liberty Park PUD is or will be subject to recorded protective and restrictive covenants as listed in Section 6.9.2.4.k. of this Amendment Application, including, without limitation, the Watershed Covenants listed in Section 6.9.2.4.k. of this Amendment Application.

With authority granted by the Liberty Park Restrictive Covenants, the ARCs have review and approval rights for all plans and modifications relating to development in Liberty Park, as set forth in the respective Liberty Park Restrictive Covenants. In general, the overall character of the Liberty Park PUD will be one that complements and harmonizes with the existing natural and man-made environment of the area.

It is contemplated that there will be a variety of Residential Dwelling Units within the Remaining Undeveloped Land. These may include attached and detached Single-Family Units (which may include cluster residential, Cottage Homes, garden homes, duplexes, and townhouses), and Multi-Family Rental Units, to include Age-Restricted Rental Units, Market-Rate Rental Units, and Senior Housing Rental Units, subject to the limitations and conditions set forth in the Annexation Amendment. A mix of Residential Dwelling Units within the Remaining Undeveloped Land serves to provide diverse living spaces for families in various stages of life and income levels.

It is also contemplated that there will also be a variety of commercial building types and character within the Remaining Undeveloped Land, including retail, commercial, and hotel. A second elementary school site is located within the Remaining Undeveloped Land.

It is also contemplated that the Town Center will be constructed around a “Great Lawn” which will provide a park/gathering area to hold events such as farmer’s markets and holiday markets. In addition, it is contemplated that there will be other small parks and natural areas throughout the Remaining Undeveloped Land, as well as community connectivity improvements in the form of multi-use trails and sidewalk for walking, jogging, biking, and other forms of pedestrian traffic that will connect with the developed sectors of Liberty Park.

All of Liberty Park, including the Remaining Undeveloped Land, is organized to be self-governing through the Associations. The Associations established to date are listed in Section 6.9.2.4.(k) below. The Associations regulate matters of common area maintenance.

Other than those within Old Overton (which is a gated community with private roads maintained by the applicable Association), all roads within the Remaining Undeveloped Land (including all improvements within the rights-of-way of such roads other than pedestrian walkways (sidewalks/multi-use trails)) may, at LPJV’s option, be dedicated to the City upon final completion thereof in accordance with the City’s subdivision ordinances and the City’s acceptance of such roads. Additionally, LPJV may also transfer and convey to the City, in accordance with the City’s subdivision ordinances and upon the City’s acceptance of same, all of its right, title and interest in and to any other green space, parks, or other similar spaces intended for use by the general public within the Town Center (including, without limitation, the Great Lawn).

The Cahaba River borders and/or traverses Liberty Park. The Development has been planned from inception to protect, and will be continue to be planned, with this valuable asset in mind. Maintaining practical building setbacks along the Cahaba River frontage, along with other water quality designs within the Development, is a primary strategy that has been, and will continue to be, used.

3. Assumptions and Rationale for Remaining Undeveloped Land.

LPJV has assumed and projected the following in regard to the development of the Remaining Undeveloped Land:

A. Liberty Park lies in a growth area of the Birmingham metropolitan area and in one of the most desirable areas of the metropolitan area, i.e. the “Over the Mountain” area of the south Jefferson County area. The location of Liberty Park with the City places the community in a city with a national reputation for excellence in education. The great potential for growth in the Liberty Park area can be witnessed by the local indicators--the growth of adjacent and surrounding communities, the Summit development, the continued growth of the north Shelby County area, and the continued growth of the City.

B. The “planned mixed use” or “planned community” concept of development has been popular since the 1960s and has been found to be desirable for both residential and business markets. Liberty Park will offer the quality and uniqueness desired in a planned community and attract upscale residential and business markets.

C. The size, scale and projected development of Liberty Park will create a complete community, containing essentially all of the uses and services required in a suburban community, as contrasted to smaller planned developments

SECTION 6.9.2.4.d.

PLANNING CRITERIA OF THE LIBERTY PARK PUD

PHASES OR STAGES OF DEVELOPMENT

The development of Liberty Park began with the development of The Urban Center at Liberty Park in the mid-1980s in unincorporated Jefferson County. LPJV was formed in 1990 and the development of the initial 2,500-acres of Liberty Park began in 1991 pursuant to the Jefferson County Planned Unit Development Zoning Ordinance. Liberty Park was annexed into the City in 1992, and other parcels acquired by LPJV since that date have been subsequently annexed into the City so that the development now contains approximately 3,596 acres. The development of Liberty Park has continued to this date. It is anticipated that development of Remaining Undeveloped Land will continue until it is fully developed.

SECTION 6.9.2.4.e.**PLANNING CRITERIA OF THE LIBERTY PARK PUD****GENERAL DELINEATION OF LAND USE DISTRICTS**

Listed below are the gross acreage (more or less) planned for each land use district of the Liberty Park PUD:

Land Use District	Gross Acreage	% of Land
PR-1	2,757.6	77%
PR-2	30.6	1%
PO	120.0	3%
PNC	20.6	1%
PB	629.0	18%
PI	11.2	0%
TOTAL	3,596.0	100.0

SECTION 6.9.2.4.f.

PLANNING CRITERIA OF THE LIBERTY PARK PUD

CALCULATION OF RESIDENTIAL DENSITY

No change is made to the residential density calculation of the Developed Areas of Liberty Park from that set forth in the existing Liberty Park PUD.

Pursuant to the City Ordinance No. 3085:

1. The Residential Density Allowance for Liberty Park was increased to 3,870 Residential Dwelling Units;
2. The Multi-Family Density Allowance for Liberty Park was decreased to 870, to consist solely of Multi-Family Rental Units.
3. Of the reduced Multi-Family Density Allowance, Market-Rate Rental Units shall not exceed 270 units in the Remaining Undeveloped Land, with no more than 10% of the total additional Market Rate Rental Units to contain 3 bedrooms; and
4. Additional Market Rate Rental Units allowed by City Ordinance No. 3085 are to be located within the Town Center.

As used in this Section 6.9.2.4.f. of this Amendment Application, the following defined terms shall have the following meanings:

“Age-Restricted Rental Units” means Multi-Family Rental Units available for rent to individuals 55 years or older in compliance with the Housing for Older Persons Act of 1995.

“Market-Rate Rental Units” means Multi-Family Rental Units available for rent to the general public under The Fair Housing Act, 42 U.S.C. 3601 et. seq.

“Multi-Family Rental Units” means all multifamily units (including Senior Housing Rental Units) which are offered for rent. Multi-Family Rental Units shall not include individual units held for rent by an individual owner.

“Residential Dwelling Units” means all Single-Family Units and Multi-Family Rental Units.

“Restricted Rental Units” means Age-Restricted Rental Units and Senior Housing Rental Units.

“Senior Housing Rental Units” means rental units within a senior housing community which provide services marketed towards seniors or the elderly in a congregate setting such as independent living, assisted living, memory care, or skilled nursing care.

“Single Family Units” means residential dwellings for single family use.

SECTION 6.9.2.4.g.

PLANNING CRITERIA OF THE LIBERTY PARK PUD

DEVELOPMENT CRITERIA

1. **General.** No change is made to the General Statement of the Development Criteria of Liberty Park from that set forth in the existing Liberty Park PUD.

2. **Maximum Land Use Density; Uses.** The Maximum Land Use Density for the Liberty Park PUD was amended by the Annexation Amendment. Otherwise, no change is made to the Maximum Land Use Density; Uses section of the Development Criteria for the Developed Areas of Liberty Park as set forth in the existing Liberty Park PUD.

3. **Development Criteria for PR-1 Land Use Districts in Developed Areas of Liberty Park.**

- A. Minimum Setback/Yards. No change is made to the Minimum Setback/Yard requirements for any of the Developed Areas in the PR-1 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- B. Floor Areas. No change is made to the Minimum Floor Area requirements for any of the Developed Areas in the PR-1 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- C. Building Height Limitations. No change is made to the maximum building height requirements for any of the Developed Areas in the PR-1 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- D. Off-Street Parking. No change is made to the off-street parking requirements for any of the Developed Areas in the PR-1 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.

4. **Development Criteria for PR-1 Land Use Districts in the Remaining Undeveloped Land:**

- A. Minimum Setbacks. Setbacks for all lots upon which Single-Family Units are to be constructed in either the PR-1 or PB Land Use Districts of the Remaining Undeveloped Land (i) will be determined based on the type of Single-Family Unit planned for a particular sector or phase as set forth in the Design Guidelines, (ii) will be set forth on the subdivision plats for the various sectors or phases as development proceeds, and (iii) will be subject to the review and approval of the Planning Commission as part of its subdivision approval process as set forth in the 2022 Zoning Code.
- B. Floor Areas. The minimum floor area for Single-Family Units in either the PB or PR-1 Land Use Districts of the Remaining Undeveloped Land shall be 750 square feet.
- C. Building Height Limitations. Building heights for Single-Family Units in the PR-1 Land Use Districts of the Remaining Undeveloped Land shall conform to Section 6.9.5.1.c. of the PUD Ordinance.
- D. Off-Street Parking. The minimum off-street parking requirements for Single-Family Units in the PR-1 Land Use Districts of the Remaining Undeveloped Land shall be two (2) spaces per Single-Family Unit. The minimum off-street parking requirements for Single-Family Units in the PB Land Use Districts of the Remaining Undeveloped Land shall be one (1) space per Single-Family Unit if no dedicated on-street parking is provided. Parking shall only be allowed on paved surfaces specifically approved for such use by the applicable ARC.

5. **Development Criteria for Planned Multifamily Residential (PR-2) Districts in the Developed Areas of Liberty Park.**

- A. Conditional Use. No change is made to the Conditional Use requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- B. Maximum Land Use Density. No change is made to the Maximum Land Use Density requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- C. Minimum Setback/Yards. No change is made to the Minimum Setback/Yard requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- D. Floor Areas. No change is made to the Minimum Floor Area requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- E. Building Height Limitations. No change is made to the maximum building height requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- F. Minimum Lot Width. No change is made to the minimum lot width requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- G. Off-Street Parking. No change is made to the off street requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- H. Service Yards. No change is made to the Service Yards requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- I. Construction Standards. No change is made to the Construction Standards requirements for any of the Developed Areas in the PR-2 Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.

6. **Development Criteria for the Multi-Family Residential Units in PB Land Use Districts in the Remaining Undeveloped Land:**

- A. Minimum Setbacks. Setbacks for all lots or parcels upon which Multi-Family Units in the PB Land Use District in the Remaining Undeveloped Land are to be constructed as set forth in the Design Guidelines and will be set forth on the subdivision plats for the various sectors or phases as development proceeds, and will be subject to the review and approval of the Planning Commission as part of its subdivision approval process as set forth in the 2022 Zoning Code.
- B. Floor Areas. The minimum floor areas for typical multi-family dwelling units in PB Land Use Districts in the Remaining Undeveloped Land shall be 650 square feet per unit. The minimum floor area for efficiency apartments/dwelling units in PB Land Use Districts in the Remaining Undeveloped Land shall be 450 square feet per unit.
- C. Building Height Limitations. Building heights of the Multi-Family Units in the PB Land Use Districts in the Remaining Undeveloped Land shall conform to Section 6.9.5.2.c. of the PUD Ordinance.
- D. Minimum Lot Width. There shall be no minimum lot width so long as such development complies with the setback requirements stated above.
- E. Off-Street Parking. The minimum off-street parking requirements for each Multi-Family Unit development in the PB Land Use Districts in the Remaining Undeveloped Land shall be 1.6 spaces per dwelling unit. Each Multi-Family Unit development in the PB Land Use Districts in the Remaining Undeveloped Land must contain adequate onsite parking with no dedicated on-street parking.
- F. Service Yard. Each Multi-Family Unit development in the PB Land Use Districts in the Remaining Undeveloped Land shall have a service yard or yards, adequate for the handling of waste and garbage and the loading and unloading of vehicles. Such service yards shall (i) be paved, (ii) have access to a street, alley or service road, and (iii) be located as approved by the ARC. The applicable ARC may, depending on various site planning characteristics, site lines and other related factors, require that such service yard or yards be enclosed by a structure with access through a gate, and adequate to conceal from visibility the service yard, equipment and material stored within such structure.

7. **Development Criteria for Planned Office (PO) Districts in the Liberty Park PUD.**

- A. Conditional Use. No change is made to the Conditional Use requirements for any of the PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- B. Maximum Land Use Density. No change is made to the Maximum Land Use Density requirements for any of the PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- C. Minimum Setback/Yards. No change is made to the Minimum Setback/Yard requirements for any of the PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- D. Floor Areas. No change is made to the Minimum Floor Area requirements for any of the PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- E. Building Height Limitations. No change is made to the maximum building height requirements for any of the PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- F. Minimum Lot Width. No change is made to the minimum lot width requirements for any of the PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- G. Off-Street Parking. No change is made to the off street requirements for any of the PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- H. Service Yards. No change is made to the Service Yards requirements for any of the PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- I. Construction Standards. No change is made to the Construction Standards requirements for any of PO Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.

8. Development Criteria for Planned Neighborhood Commercial (PNC) Districts in the Liberty Park PUD.

- A. Conditional Use. No change is made to the Conditional Use requirements for any of the PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- B. Maximum Land Use Density. No change is made to the Maximum Land Use Density requirements for any of the PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- C. Minimum Setback/Yards. No change is made to the Minimum Setback/Yard requirements for any of the PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- D. Floor Areas. No change is made to the Minimum Floor Area requirements for any of the PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- E. Building Height Limitations. No change is made to the maximum building height requirements for any of the PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- F. Minimum Lot Width. No change is made to the minimum lot width requirements for any of the PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- G. Off-Street Parking. No change is made to the off street requirements for any of the PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- H. Service Yards. No change is made to the Service Yards requirements for any of the PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- I. Construction Standards. No change is made to the Construction Standards requirements for any of PNC Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.

9. **Development Criteria for Planned Business (PB) Land Use Districts in the Developed Areas of Liberty Park.**

- A. Principal or Conditional Use. No change is made to the Principal or Conditional Use requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- B. Maximum Land Use Density. No change is made to the Maximum Land Use Density requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- C. Minimum Setback/Yards. No change is made to the Minimum Setback/Yard requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- D. Floor Areas. No change is made to the Minimum Floor Area requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- E. Building Height Limitations. No change is made to the maximum building height requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- F. Minimum Lot Width. No change is made to the minimum lot width requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- G. Parking/Loading and Unloading Areas. No change is made to the parking/loading and unloading requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- H. Service Yards. No change is made to the Service Yards requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.
- I. Construction Standards. No change is made to the Construction Standards requirements for any of the Developed Areas in the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.

10. Development Criteria for the Planned Business District (PB) Land Use Districts in the Remaining Undeveloped Land:

- A. Maximum Land Use Density. No change is made to the Maximum Land Use Density requirements for any of the PB Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.

The maximum land use density of the PB Land Use Districts of the Liberty Park PUD is further subject to the total density limitation of 7,500,000 square feet for office, commercial and retail uses in all of Liberty Park, pursuant to the original Annexation Agreement which is described in the Annexation Amendment.

- B. Minimum Setback/Yard. Setbacks for all lots or parcels within the PB Land Use Districts in the Remaining Undeveloped Land will be as set forth in the Design Guidelines and will be set forth on the subdivision plats for the various sectors or phases as development proceeds, and will be subject to the review and approval of the Planning Commission as part of its subdivision approval process as set forth in the 2022 Zoning Code.
- C. Parking, Loading and Unloading Areas. The minimum requirements for off-street parking, loading and unloading areas for developments in the PB Land Use Districts in the Remaining Undeveloped Land shall be as follows:

- (1) Parking shall be as set forth in Section 3 above for Single-Family Unit developments in the PB Land Use Districts in the Remaining Undeveloped Land (except to the extent such parking is covered by a shared use parking agreement as set forth below) and as set forth in Section 4 above for Multi-Family developments in the PB Land Use Districts in the Remaining Undeveloped Land. Other uses permitted in the PB Land Use Districts in the Remaining Undeveloped Land shall comply with the applicable parking requirements set forth in (3) below (except to the extent such parking is covered by a shared use parking agreement as set forth below). No parking shall be permitted on any street or drive, or any place other than approved parking spaces.
- (2) Except where common loading areas are designated on an approved site plan, loading areas shall not encroach into setback areas or be visible from any street or highway unless specifically approved by the applicable ARC. Loading docks shall be set back and screened to minimize the effect of their appearance from neighboring sites.
- (3) Parking for an establishment may be provided either by spaces located physically within the lot or parcel or by the provision of adjacent or shared parking with cross or shared parking agreements. Developments with cross agreements must provide the minimum number of spaces as herein stipulated when tabulated as a whole or by dedicated on street parking. The Developments with shared parking arrangements (i) shall comply with the

City's shared parking calculations set forth in Table 8.1.1. of the Zoning Code or (ii) may have reduced parking required from those otherwise specified based the review and approval of the recommendations of qualified parking consultant.

- (4) Retail developments require a minimum of four (4) parking spaces per 1,000 square feet of retail space. Non-integer numbers of spaces computed from this relationship shall be rounded to the next higher number;
- (5) Office developments require a minimum of two and one-half (2 ½) parking spaces per 1,000 square feet of office space. Non-integer numbers of spaces computed from this relationship shall be rounded to the next higher number
- (6) Restaurants, cafes, nightclubs or similar recreational or amusement establishments require a minimum of six (6) parking spaces per 1,000 square feet of floor area;
- (7) For all those land uses not covered above or elsewhere in this Amendment Application, the provisions of Article 8, "Regulations for Off-Street Parking" of the City Zoning Ordinance shall apply.

- E. Service Yard. Except where common service yards are designated on an approved site plan, each PB development in the Remaining Undeveloped Land (other than a Single-Family development) shall have a service yard or yards, adequate for the handling of waste and garbage and the loading and unloading of vehicles, or shall have access to a shared or central waste/garbage facility. Such service yards shall (i) be paved, (ii) have access to a street, alley, or service road, (iii) be located to the side or rear of a development and/or building. The applicable ARC may, depending on various site planning characteristics, sight lines and other related factors, require that such service yard or yards be enclosed by a structure with access through a gate, and adequate to conceal from visibility the service yard, equipment and material stored within such structure. Common service yards shall (i) be paved, (ii) have access to a street, alley, or service road, and (iii) be enclosed by a structure approved by the ARC with architecture compatible with the applicable buildings.

11. **Development Criteria for Planned Light Industrial (PI) Land Use District of Liberty Park.** No change is made to the Development Criteria for any of the Planned Light Industrial (PI) Land Use Districts of Liberty Park from that set forth in the existing Liberty Park PUD.

13. Generally Applicable Development Criteria and Land Use Districts

(1) Signage. Development in any land use district within the Remaining Undeveloped Land shall be subject to the applicable signage standards to be set forth in the Design Guidelines.

(2) Sidewalks. Sidewalks will be allowed, but not required, in any land use district within the Liberty Park PUD.

(3) Underground Utilities. To the extent practical, all units, buildings and/or structures constructed in any land use district within the Liberty Park PUD will be served by underground utilities. Infrastructure utilities may be underground or above ground, pursuant to separate agreements with the various utility companies.

(4) Accessory Structures, Fences and Buffer Strips. Any accessory structures, fences and/or buffer strips within any land use district of the Liberty Park PUD shall be governed by the Liberty Park Restrictive Covenants and subject to the review and approval of the ARC pursuant thereto.

(5) Watershed Covenants. Development in any land use district within the Liberty Park PUD shall be subject to the Watershed Covenants.

(6) Multi-Use Trails. Multi-Use trails will be allowed, but not required in the Remaining Undeveloped Land. Sidewalks and multi-use trails will be owned by the applicable Association. Any sidewalks or multi-use trails located within a City right-of-way that is to be dedicated will be subject to an easement in favor of the applicable Associations and its members for the use of such sidewalks and trails.

SECTION 6.9.2.4.h.

PROPOSED OPEN SPACE

The Proposed Open Space Network is shown on Exhibit 6.9.2.4.h.(1) attached hereto. The open space in the Remaining Undeveloped Land will total approximately 150 acres, representing approximately 18% of the Remaining Undeveloped Land and 4% of the overall Liberty Park PUD. The open space in the overall Liberty Park PUD will total approximately 843 acres, representing approximately 23% of the overall Liberty Park PUD.

SECTION 6.9.2.4.i.

AVAILABILITY OF TRANSPORTATION AND UTILITIES

Listed below are the utilities presently serving Liberty Park; however, such providers may change from time to time and other technologies may be developed which may affect the list of utility providers and services for Liberty Park:

1. Water: Birmingham Water Works.
2. Power: Alabama Power Company.
3. Telephone: AT&T and Spectrum.
4. Natural Gas. Spire.
5. Sewer: Enviro Services, LLC.
6. Cable television: Spectrum among other providers.

No regularly scheduled public transportation serves Liberty Park at this time.

SECTION 6.9.2.4.j.

OWNERSHIP AND MAINTENANCE OF COMMON AREAS

No change is made to provisions set forth in the existing Liberty Park PUD regarding streets and common areas within the Developed Areas of Liberty Park. Portions of Liberty Parkway have been dedicated to the City as of the date of this Amendment Application.

All roads *other than* those within Old Overton (which is a gated community with private roads maintained by the applicable Association) within the Remaining Undeveloped Land (including all improvements within the rights-of-way of such roads other than pedestrian walkways (sidewalks/multi-use trails)), may, at LPJV's option, be dedicated to the City upon final completion thereof in accordance with the City's subdivision ordinances and acceptance by the City.

Additionally, LPJV may also transfer and convey to the City, in accordance with the City's subdivision ordinances and the City's acceptance thereof, all of its right, title and interest in and to any other green space, parks, or other similar spaces intended for use by the general public within the Town Center (including, without limitation, the Great Lawn).

All other common areas within the Remaining Undeveloped Land will be privately owned by LPJV and/or various Associations, subject to the provisions of paragraph immediately following below. Funding for the maintenance and repair of such common areas in Remaining Undeveloped Land will be provided through dues, assessments, maintenance charges and other fees paid to the Associations by the members thereof.

SECTION 6.9.2.4.k.**PROTECTIVE COVENANTS, ASSOCIATIONS AND
ARCHITECTURAL REVIEW COMMITTEES**

1. The Remaining Undeveloped Land (or portions thereof) is subject to the following restrictive covenants:

A. As to the commercial areas: Declaration of Protective Covenants for the Commercial Development Area at Liberty Park, recorded as Instrument Number 9307/4579 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended by Supplementary Declaration to the Original Covenants, recorded as Instrument Number 9309/4645 in said Probate Office; as further amended by Amendment No. 1 to the Original Covenants, recorded as Instrument Number 9313/3250 in said Probate Office; as further amended Amendment No. 2 to the Original Covenants, recorded as Instrument Number 9315/6020 in said Probate Office; as further amended by Amendment No. 3 to the Original Covenants, recorded as Instrument Number 9505/1755 in said Probate Office; as further amended by Amendment No. 4 to the Original Covenants, recorded as Instrument Number 9507/2675, and re-recorded as Instrument Number 9508/8221 in said Probate Office; as further amended by Amendment No. 5 to the Original Covenants, recorded as Instrument Number 9509/2804 in said Probate Office; as further amended by Amendment No. 6 to the Original Covenants, recorded as Instrument Number 9709/1114 in said Probate Office; as further amended by Amendment No. 7 to the Original Covenants, recorded as Instrument Number 9805/8300 in said Probate Office; as further amended by Amendment No. 8 to the Original Covenants, s recorded as Instrument Number 9807/0024 in said Probate Office; as further amended by Amendment No. 9 to the Original Covenants, recorded as Instrument Number 9810/3035 in said Probate Office; as further amended by Amendment No. 10 to the Original Covenants, recorded as Instrument Number 9810/4463 in said Probate Office; as further amended by Amendment No. 11 to the Original Covenants, recorded as Instrument Number 9815/9602 in said Probate Office; as further amended by Amendment No. 12 to the Original Covenants, recorded as Instrument Number 200003/0549 in said Probate Office; as amended by Amendment No. 13 to the Original Covenants, recorded as Instrument Number 200108/0736 in said Probate Office; as further amended by Amendment No. 14 to the Original Covenants, which is recorded as Instrument Number 201009/27432 in said Probate Office; as further amended by Amendment No. 15 to the Original Covenants, which is recorded as Instrument Number 2017129486 in said Probate Office and re-recorded as Instrument Number 2017131920 in the Probate Office of Jefferson County, Alabama, which said Amendment No. 15 was amended and restated in the Amended and Restated Fifteenth Amendment dated March 30, 2018, recorded as Inst. # 2018032286 in the Probate Office, which was then vacated, terminated, and declared null and void ab initio by Amendment No. 16 dated May 18, 2018, recorded as Inst. # 2018051538 in the Probate Office; as further amended by Amendment No. 17 dated August 29, 2018, recorded as Inst. # 2018091727 in the Probate Office; as further amended by Amendment No. 18 dated November 16, 2018, recorded as Inst. # 2018118326 in the Probate Office; as further amended by Amendment No. 19 dated August 17, 2021, recorded as Inst. # 2021095644 in the Probate Office, and as further amended by Amendment No. 20 dated March 1,

2022, recorded in Inst. # 2022024428 in the Probate Office (as amended, the “**Commercial Covenants**”).

B. As to the residential areas within The Bray sector of the Remaining Undeveloped Land: The Bray Single-Family Residential Declaration of Covenants, Conditions, and Restrictions, dated September 9, 2022, recorded as Instrument 2022096861 in the Office of the Judge of Probate of Jefferson County, Alabama (as the same may hereafter be amended, the “**Bray Residential Covenants**”).

C. As to the residential areas within Old Overton: Old Overton Ridge Covenants, Conditions, and Restrictions, recorded in Book 9313, Page 8012 in the Office of the Judge of Probate of Jefferson County, Alabama (as amended, the “**Old Overton Covenants**”).

D. All of the land within the Liberty Park PUD is subject to the Declaration of Watershed Protective Covenants for Liberty Park, dated 5/1/91, recorded in Real 4037, page 122, in the Probate Office of Jefferson County, Alabama, as amended by that certain Supplementary Declaration of Watershed Protective Covenants for Liberty Park recorded in Instrument 2017112666, in the Probate Office of Jefferson County, Alabama (as amended, the “**Watershed Covenants**”).

Additional restrictive covenants may be adopted from time to time to govern future development in Liberty Park.

The Developed Areas of Liberty Park remain subject to the restrictive covenants described in the existing Liberty Park PUD, as the same may have been subsequently amended.

2. **Associations**. The following Associations currently exist and are applicable to the Remaining Undeveloped Land (or portions thereof):

A. The Bray Single-Family Residential Property Owners' Association, Inc., an Alabama not-for-profit corporation. This Association provides services to its members in connection with the residential areas known as The Bray located in the PB and PR-1 land use districts of the Remaining Undeveloped Land.

B. Old Overton Single-Family Residential Property Owners' Association, Inc., an Alabama not-for-profit corporation. This Association provides services to its members in connection with the residential areas known as the Old Overton Communities, including those portions of the Remaining Undeveloped Land located within the Old Overton gated community (PR- 1 District).

C. Liberty Park Commercial Development Area Owners' Association, Inc., an Alabama not-for-profit corporation. This Association provides services to its members in connection the commercial, office, and retail areas of Liberty Park (PO, PB, and PNC districts), other than The Urban Center at Liberty Park.

D. Liberty Park Master Owners' Association, Inc., an Alabama not-for-profit corporation. This Association is primarily responsible for maintenance and upkeep of the private roadways and streets within Liberty Park (except the streets within the interior of The Urban Center at Liberty Park. Such streets are maintained by The Urban Center at Liberty Park Owners' Association, Inc.) and certain other common areas as set forth in the Liberty Park Restrictive Covenants.

Additional owners' associations may be created from time to time as the Remaining Undeveloped Land continues to develop.

The Associations described in the existing Liberty Park PUD remain in effect with respect to the Developed Areas of Liberty Park.

3. **Architectural Review and/or Control Committees.**

A. With authority granted by the applicable Liberty Park Restrictive Covenants, the following architectural review committee and architectural control committee (sometimes herein collectively referred to as the "**ARC**") have review and approval rights for all plans relating to development in Liberty Park, as set forth in the Liberty Park Restrictive Covenants. Liberty Park Architectural Review Committee performs such functions as to all property within the Remaining Undeveloped Land.

B. The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the development requirements set forth in any of the Liberty Park Restrictive Covenants. The ARC will provide the City with copies of all written variances approved by the ARC for its records.

C. All of the covenants and related documents listed in this Section 6.9.2.4.k. are private; therefore, the City has no right or obligation to enforce any of such covenants, instruments, and documents. Nothing in this Amendment Application or the approval hereof shall be interpreted to infer any such right or obligation of enforcement insofar as the City is concerned. Non-residential developments are subject to the City's Design Review Board processes after approvals have been obtained from the ARC.

SECTION 6.9.2.4.m.

PLANNED INTERIM USES
WITHIN THE REMAINING UNDEVELOPED LAND

LPJV may make use of the undeveloped land within the PB Land Use District in the Remaining Undeveloped Land until such time as the land or area of said interim or temporary land use is permanently developed, provided such uses will not be detrimental to its planned permanent use. Such planned interim uses may include, without limitation:

1. Plant/landscape nursery(s) for stocking, growing and maintaining plants and necessary landscape equipment, garages, tools, and building(s) to be used in the development of Liberty Park.
2. Construction material storage area(s) to store construction material, including dirt rock, equipment, machinery, etc. LPJV will keep such areas as orderly as possible.
3. Borrow and fill areas for the purpose of mass grading operations on any portion of the Remaining Undeveloped Land and the preparation of lots/areas in the Remaining Undeveloped Land.
4. Information and sales center.

SECTION 6.9.2.4.n.

TRAFFIC STUDY

[ON FILE WITH THE CITY]

SECTION 6.9.2.4.o.

LANDSCAPING CRITERIA

All landscaping within the Remaining Undeveloped Land will be subject to the criteria set forth in the applicable Liberty Park Restrictive Covenants, and rules, regulations and standards relating to landscaping as adopted from time to time by the applicable ARC. The applicable ARC also has the rights of review and approval with respect to any and all landscaping plans in connection with development in all land use districts of the Remaining Undeveloped Land.

Landscaping for non-residential developments are subject to the City's Design Review Board processes after approvals have been obtained from the ARC.

SECTION 6.9.2.4.p.

PROPOSED MODIFICATION OF SUBDIVISION REGULATIONS

**STREET/ SUBDIVISION DESIGN
STANDARDS FOR THE REMAINING UNDEVELOPED LAND**

All roads *other than* those within Old Overton (which is a gated community with private roads maintained by the applicable Association) within the Remaining Undeveloped Land (including all improvements within the rights-of-way of such roads other than pedestrian walkways (sidewalks/multi-use trails)) may be dedicated to the City upon final completion thereof in accordance with the City’s subdivision ordinances and acceptance by the City.

As noted above, roadways, streets and alleys within Old Overton are privately owned and maintained by the applicable Association. The use of such roadways, streets and alleys by the public is granted by recorded easement document. The upkeep and maintenance of such roadways, streets and alleys is the responsibility of various Associations. The street/subdivision design standards and regulations for the private roadways, streets and alleys within Old Overton shall be generally the same as subdivision regulations of the City. However, LPJV may request that the City allow certain road designs that differ from the current Subdivision Regulations of the City. Such differences would typically include such things as reduced rights-of-way, reduced pavement widths, eliminations of curbs and gutters, and variations in inlet types. Such design changes are intended to reduce the effects of the Remaining Undeveloped Land development on the environment and to allow for the reasonable development of topographically difficult land as is typical of many areas of the Remaining Undeveloped Land.

Where differences exist between the design as proposed and City standards, the differences will be noted on the plans submitted for approval before the Planning and Zoning Commission of the City as a part of the subdivision plat approval process (when required). Approval of such differences shall not be unreasonably withheld, assuming adequate provision is made for safety and for the access of emergency vehicles.

The overall development plan for Liberty Park contemplates using alleys to provide access to certain lots for better traffic control, safety and aesthetics.

Approval of the Remaining Undeveloped Land application shall not constitute approval of any such modification, each of which must be submitted to and approved by the Planning and Zoning Commission of the City as part of the subdivision plat approval process.

Typical Standards Employed Within Liberty Park

Street Right-of-Way (Common Area) Widths

Parkways 4 lane	100 feet
Parkways 2 lane	60 feet
Local streets	50 feet
Minor streets	40 feet (minimum)

Cul-de-sacs	96 foot diameter (minimum)
Alleys	20 feet

Notes: Rights of ways may have variable dimensions to accommodate variations in streetscapes due to median widths, walkways, or other improvements.

Street Pavement Widths

Standard street 24 feet of paving with 18” curb and gutter= 27 feet back-to back(b/b) width
 22 feet of paving with 30” valley gutter =27 feet b/b

Minor street width 20 feet of paving with 18” curb and gutter= 23 feet bib

20 feet of paving with 24” valley gutter= 24 feet b/b

20 feet of paving (no edge treatment)

*18 feet of paving plus 24” valley gutter = 22 feet b/b

* This section to be used where topographic constraints call for a reduced pavement and roadway cross-section. In no instance will less than 20' be allowed (measured to the center of the gutter, or to the face of the curb, as applicable).

Parkways 4 lane (2) lanes of 24 feet of paving with 18” curb and gutter = 27 feet b/b

Parkways 2 lane 24 feet of paving with 18” curb and gutter = 27 feet b/b

Bifurcated residential 14 feet of paving with 18” curb and gutter or 24” valley

Streets gutter

Alleys 16 feet of paving with no edge treatment

Cul-de-sac 96 foot diameter to back of gutter or curb (minimum)

Roadway Grades

Maximum roadway grades for roadways within Liberty Park shall normally not exceed 15%. Exceptions to this maximum shall be reviewed on a case by case basis and shall only be allowed where topographic considerations dictate.

IN WITNESS WHEREOF, LPJV has caused this Amendment Application to be executed
as of August 2, 2022.

LIBERTY PARK JOINT VENTURE, LLP
an Alabama limited liability partnership

By: Richard Mullen
Name: Richard Mullen
Title: Its MANAGER

TAB 1

Exhibit 6.9.2.3.c.
Revised Land Use District Map

[See Attached]

- LEGEND**
- a) THE URBAN CENTER AT LIBERTY PARK
 - b) FEDERAL RESERVE BANK OF ATLANTA
 - c) ENCOMPASS HEALTH
 - d) LIBERTY PARK BAPTIST CHURCH
 - e) LIBERTY PARK BAPTIST CHURCH
 - f) LIBERTY PARK BAPTIST CHURCH
 - g) LIBERTY PARK BAPTIST CHURCH
 - h) LIBERTY PARK BAPTIST CHURCH
 - i) LIBERTY PARK BAPTIST CHURCH
 - j) LIBERTY PARK BAPTIST CHURCH
 - k) LIBERTY PARK BAPTIST CHURCH
 - l) LIBERTY PARK BAPTIST CHURCH
 - m) LIBERTY PARK BAPTIST CHURCH
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 - r) LIBERTY PARK BAPTIST CHURCH
 - s) LIBERTY PARK BAPTIST CHURCH
 - t) LIBERTY PARK BAPTIST CHURCH
 - u) LIBERTY PARK BAPTIST CHURCH
 - v) LIBERTY PARK BAPTIST CHURCH
 - w) LIBERTY PARK BAPTIST CHURCH
 - x) LIBERTY PARK BAPTIST CHURCH
 - y) LIBERTY PARK BAPTIST CHURCH
 - z) LIBERTY PARK BAPTIST CHURCH

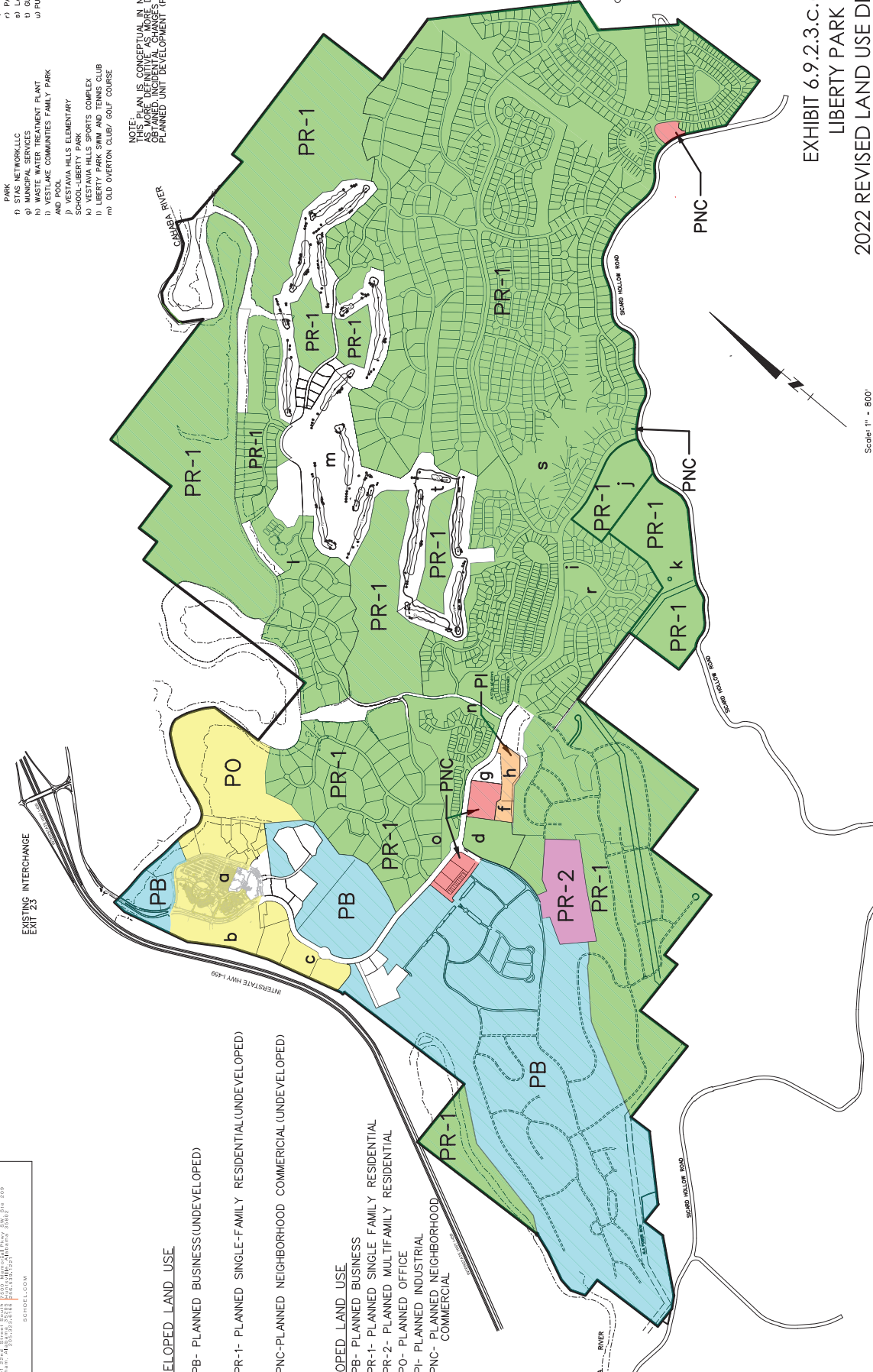
UNDEVELOPED LAND USE
 PB- PLANNED BUSINESS (UNDEVELOPED)
 PR-1- PLANNED SINGLE-FAMILY RESIDENTIAL (UNDEVELOPED)
 PNC- PLANNED NEIGHBORHOOD COMMERCIAL (UNDEVELOPED)

DEVELOPED LAND USE
 PB- PLANNED BUSINESS
 PR-1- PLANNED SINGLE FAMILY RESIDENTIAL
 PR-2- PLANNED MULTIFAMILY RESIDENTIAL
 PO- PLANNED OFFICE
 PI- PLANNED INDUSTRIAL
 PNC- PLANNED NEIGHBORHOOD COMMERCIAL

- n) GATE AT OLD OVERTON CLUB DRIVE- MAIN ENTRANCE
 o) GATE AT FOUNDERS DRIVE
 p) FUTURE GATE
 q) FUTURE GATE
 r) PARK LAKE
 s) LAKE REYNOLDS
 t) GOLF COURSE LAKE
 u) PUBLIC

LEGEND
 a) THE URBAN CENTER AT LIBERTY PARK
 b) FEDERAL RESERVE BANK OF ATLANTA
 c) ENCOMPASS HEALTH
 d) LIBERTY PARK BAPTIST CHURCH
 e) LIBERTY PARK BAPTIST CHURCH
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 y) LIBERTY PARK BAPTIST CHURCH
 z) LIBERTY PARK BAPTIST CHURCH

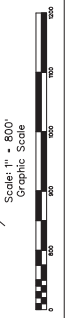
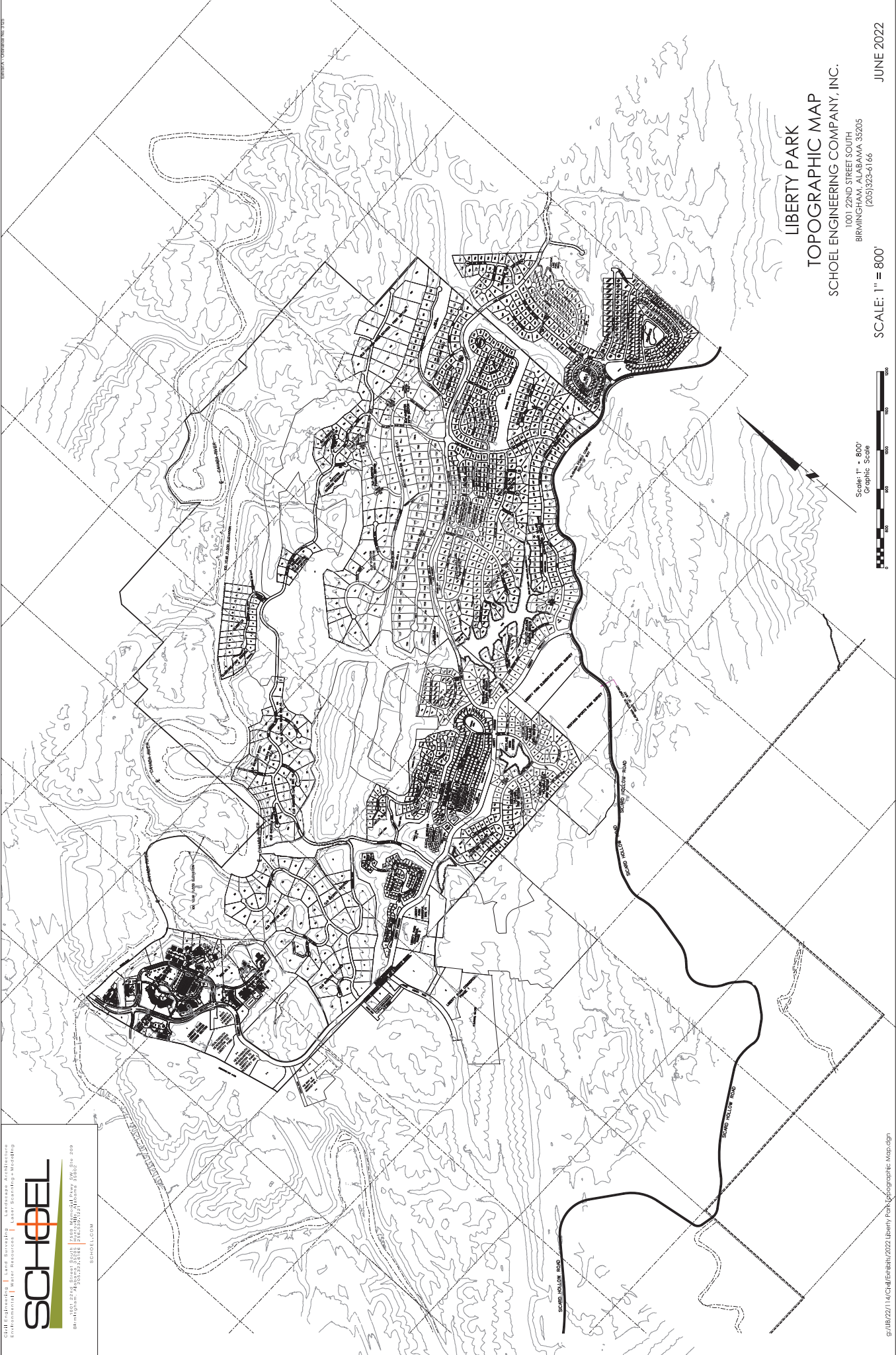
NOTE:
 THIS PLAN IS CONCEPTUAL IN NATURE AND WILL BE UPDATED AS MORE DEFINITIVE AS MORE DEFINITIVE INFORMATION IS PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE.



TAB 2

**Exhibit 6.9.2.3.c.
Revised Site Topographical Map**

[See Attached]

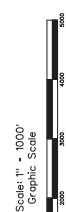
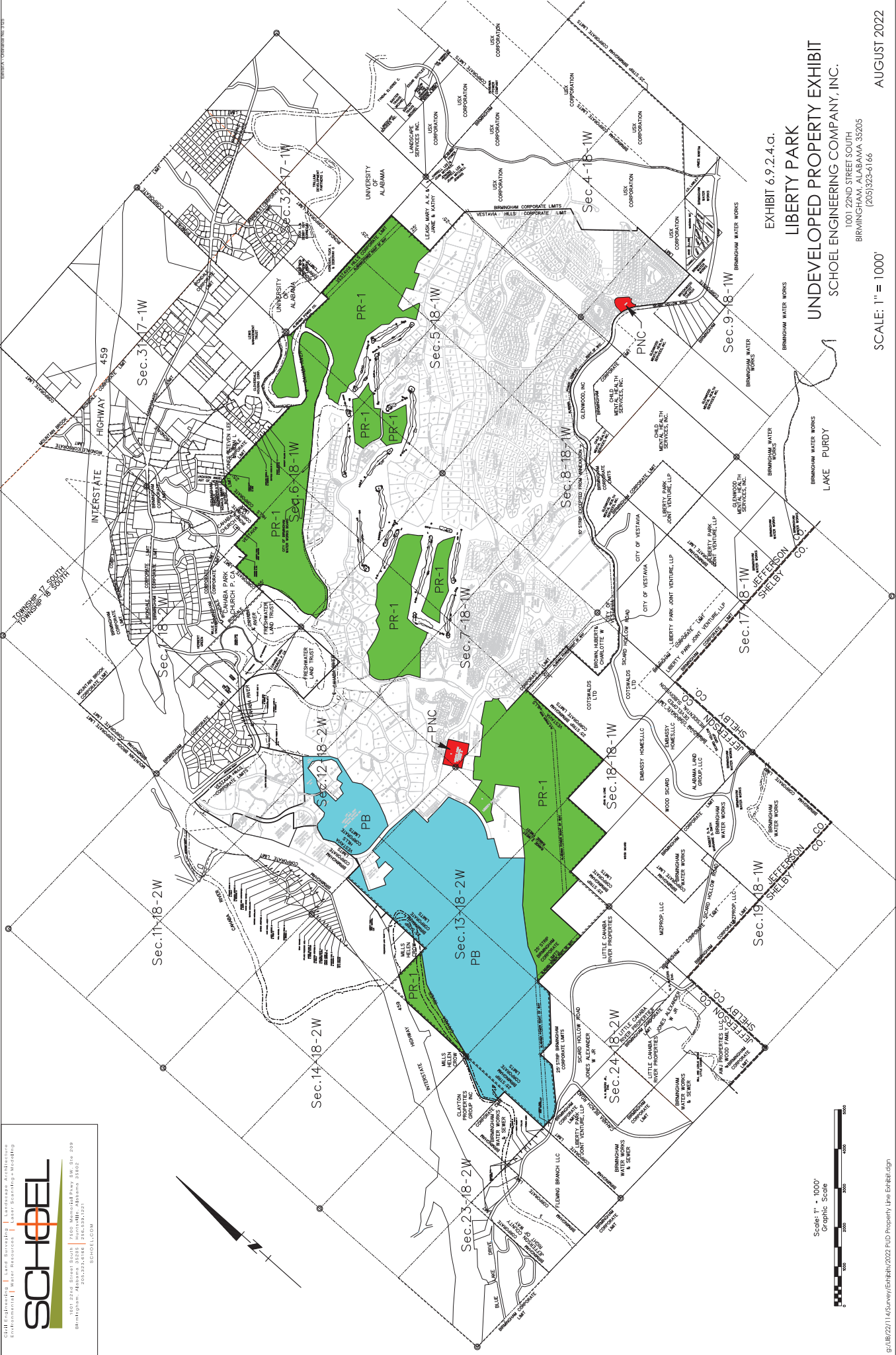


TAB 3

Exhibit 6.9.2.4.a.
Depiction and Legal Description of Remaining Undeveloped Land

[See Attached]

1001 27th Street South
 Birmingham, AL 35205
 205.323.4166 | 205.323.4166
 SCHOEL.COM



Scale: 1" = 1000'
Graphic Scale

EXHIBIT 6.9.2.4.c.

LIBERTY PARK
UNDEVELOPED PROPERTY EXHIBIT
SCHOEL ENGINEERING COMPANY, INC.
 1001 27th Street South
 Birmingham, Alabama 35205
 (205) 323-4166

SCALE: 1" = 1000'

AUGUST 2022

EXHIBIT 6.9.2.4.a.

**LEGAL DESCRIPTION
LIBERTY PARK
UNDEVELOPED PROPERTY**

Lot 1, Liberty Park Joint Venture Survey, as recorded in Map Book 256, Page 69 in the Probate Office of Jefferson County, Alabama.

Lot 1K, Corporate Woods Addition to Liberty Park Resurvey No. 6, as recorded in Map Book 248, Page 46 in the Probate Office of Jefferson County, Alabama.

Lot 1G-A and Lot 1G-B, Corporate Woods Addition to Liberty Park Resurvey No. 5, as recorded in Map Book 230, Page 52 in the Probate Office of Jefferson County, Alabama.

Lot 2, Liberty Park Commercial Phase 1, as recorded in Map Book 192, Page 63 in the Probate Office of Jefferson County, Alabama.

Lot 2, Liberty Park Commercial Phase 2, as recorded in Map Book 194, Page 25 in the Probate Office of Jefferson County, Alabama.

AND the following acreage, broken down by Section, Township and Range:

Section 12, Township 18 South, Range 2 West

That part of the Southwest 1/4 and the Southeast 1/4 being bounded on the North by Liberty Parkway, on the East by Lot 1-C, The Bray at Liberty Park Resurvey No. 1, as recorded in Map Book 252, Page 4 in the Probate Office of Jefferson County, Alabama, and bounded on the East by Iron Drive.

That part of the Southwest 1/4 bounded on the North by Liberty Parkway, bounded on the East by Highwall Drive, and bounded on the West by the Corporate Limits of the City of Birmingham.

Section 13, Township 18 South, Range 2 West

The East 1/2 of the Northwest 1/4, less and except Lots 1-A, 1-B and 1-C, The Bray at Liberty Park Resurvey No. 1, as recorded in Map Book 252, Page 4 in the Probate Office of Jefferson County, Alabama, Highwall Drive, and that portion lying within the Corporate Limits of the City of Birmingham.

That part of the Northeast 1/4 being bounded on the North and East by Iron Drive, Lime Street, and South Liberty Road, and by Lot 3, Liberty Park Commercial Phase 1, as recorded in Map Book 192, Page 63 in the Probate Office of Jefferson County, Alabama. Also, that part of the Northeast 1/4 lying Southeast of said Lot 3, Liberty Park Commercial Phase 1.

The Southwest 1/4, less and except that portion lying within the right-of-way of Interstate Highway I-459 or lying within the Corporate Limits of the City of Birmingham.

The West 1/2 of the Southeast 1/4, less and except that portion lying within the Corporate Limits of the City of Birmingham.

The Northeast 1/4 of the Southeast 1/4.

The Northern 280 feet of the Southeast 1/4 of the Southeast 1/4, less and except that portion lying within the Corporate Limits of the City of Birmingham.

The Western 280 feet of the Southeast 1/4 of the Southeast 1/4, less and except that portion lying within the Corporate Limits of the City of Birmingham.

Section 23, Township 18 South, Range 2 West

That part of the Northeast 1/4 of the Northeast 1/4 lying East of the Centerline of the Cahaba River.

Section 24, Township 18 South, Range 2 West

The Northwest 1/4 of the Northwest 1/4, less and except that portion lying within the Corporate Limits of the City of Birmingham.

The Southwest 1/4 of the Northwest 1/4 lying Northwesterly of a line lying 325 Feet more or less Southeasterly of and parallel to the diagonal of said 1/4 - 1/4 Section, less and except that portion lying within the Corporate Limits of the City of Birmingham.

The Northeast 1/4 of the Northwest 1/4 lying Northwesterly of a line lying 325 Feet more or less Southeasterly of and parallel to the diagonal of said 1/4 - 1/4 Section, less and except that portion lying within the Corporate Limits of the City of Birmingham.

Section 5, Township 18 South, Range 1 West

The West 1/2 of the Northeast 1/4 lying North of Old Overton River Estates First Sector, as recorded in Map Book 208, Page 53 and North of Lot 413-A, Old Overton River Estates First Sector Resurvey No. 1, as recorded in Map Book 244, Page 23, both in the Probate Office of Jefferson County, Alabama, less and except that portion lying within the Corporate Limits of the City of Birmingham. Also, that part of the Southwest 1/4 of the Northeast 1/4 lying between Lot 414 and Lot 413-A of the respective aforementioned record plats.

That part of the Northeast 1/4 lying North of the boundary of Old Overton Club Golf Course and East of the Cahaba River, less and except the North 200 feet, more or less, of the Northwest 1/4 of the Northwest 1/4 (owned by Alabama Power Company), less and except Lot 413-A, Old Overton River Estates First Sector Resurvey No. 1, as recorded in Map Book 244, Page 23 in the Probate Office of Jefferson County, Alabama, and less and except that portion lying within the Corporate Limits of the City of Birmingham.

That part of the Northwest 1/4 lying West of the centerline of the Cahaba River.

That part of the Southwest 1/4 of the Northwest 1/4 lying South and West of the boundary of Old Overton Club Golf Course.

That part of the West 1/2 of the Southwest 1/4 lying West of the boundary of Old Overton Club Golf Course, less and except that part lying within the right-of-way of Old Overton Club Drive.

Section 6, Township 18 South, Range 1 West

That part of the Southeast 1/4 of the Northeast 1/4 being bounded on the North and West by the boundary of Old Overton Club Golf Course.

That part of the Southeast 1/4 of the Northeast 1/4 being bounded on the South by the boundary of Old Overton Club Golf Course and bounded on the North and West by the Cahaba River.

That part of the South 1/2 of the Northeast 1/4 lying North of the centerline of the Cahaba River, less and except that portion lying within the Corporate Limits of the City of Birmingham.

The Northeast 1/4 of the Northeast 1/4 lying South of the centerline of the Cahaba River, less and except that portion lying within the Corporate Limits of the City of Birmingham.

The Northwest 1/4 of the Northeast 1/4 lying East of the centerline of the Cahaba River, less and except that portion lying within the Corporate Limits of the City of Birmingham.

The Southeast 1/4 of the Northwest 1/4 Southeasterly of a line lying 850 feet, more or less, Northwesterly of the diagonal line of said 1/4 - 1/4, less and except that portion lying in the Corporate Limits of the City of Birmingham.

That part of the Southwest 1/4 lying North of the centerline of the Cahaba River, less and except a parcel being 400 feet by 400 feet, more or less, lying in the Northwest corner, and less and except that portion lying in the Corporate Limits of the City of Birmingham

That part of the Northwest 1/4 of the Northwest 1/4 lying North of the centerline of the Cahaba River.

That part of the East 1/2 of the Southeast 1/4 being bounded on the Northwest by the boundary of Old Overton Club Golf Course, bounded on the West by a Resurvey of Old Overton First Sector, as recorded in Map Book 182, Page 57 in the Probate Office of Jefferson County, Alabama, and bounded on the South by the boundary of Old Overton Club Golf Course, less and except that part lying within the right-of-way of Old Overton Club Drive.

Section 7, Township 18 South, Range 1 West

That part of the Northwest 1/4 of the Northwest 1/4 lying North of the centerline of the Cahaba River.

That part of the Northwest 1/4 bounded on the Northwest by Old Overton Ridge Resurvey No. 3, as recorded in Map Book 180, Page 87 in the Probate Office of Jefferson County, Alabama, and the boundary line of Old Overton Club Golf Course, bounded on the Southeast by the boundary line of Old Overton Club Golf Course, Tartan Glen Resurvey No. 1, as recorded in Map Book 184, Page 7 and Tartan Glen, as recorded in Map Book 182, Page 44, both in the Probate Office of Jefferson County, Alabama, and bounded on the East by Old Overton Club Drive.

That part of the Southeast 1/4 of the Northwest 1/4 bounded on the North, West, and South by the boundary lines of Old Overton Club Golf Course.

Two parcels in the Northeast 1/4 both bounded on the Northwest, East, and Southeast by the boundary lines of Old Overton Club Golf Course.

That part of the North 1/2 of the Southwest 1/4 being bounded on the Southeast by Tartan Glen, as recorded in Map Book 182, Page 44 in the Probate Office of Jefferson County, Alabama, and on the Southwest by Old Overton Club Drive.

That part of the South 1/2 of the Southwest 1/4 being bounded on the Northwest by Amended Map Liberty Park Waste Water Treatment Plant Survey, as recorded in Map Book 237, Page 89 in the Probate Office of Jefferson County, Alabama, and by the boundary line of Willow Lake, bounded on the East by Lake Run Drive and by Vestlake Village First Sector - First Addition Resurvey No. 1, as recorded in Map Book 193, Page 47 in the Probate Office of Jefferson County, Alabama, less and except that portion lying within the Corporate Limits of the City of Birmingham.

Section 9, Township 18 South, Range 1 West

That part of the Northwest 1/4 of the Northwest 1/4 bounded on the South by Sicard Hollow Road, bounded on the West by Liberty Park Lane, bounded on the Northeast by Provence Drive, and bounded on the East by Provence – Phase I, as recorded in Map Book 236, Page 40 in the Probate Office of Jefferson County, Alabama, less and except that portion lying within the Corporate Limits of the City of Birmingham.

Section 18, Township 18 South, Range 1 West

That part of the Northwest 1/4 bounded on the West and Northwest by Liberty Park Commercial Phase 1, as recorded in Map Book 192, Page 63, Liberty Park Commercial Phase 2, as recorded in Map Book 194, Page 25, and Amended Map Liberty Park Waste Water Treatment Plant Survey, as recorded in Map Book 237, Page 89, all in the Probate Office of Jefferson County, Alabama, less and except that portion lying within the Corporate Limits of the City of Birmingham.





The Northwest 1/4 of the Southwest 1/4, less and except that portion lying within the Corporate Limits of the City of Birmingham.

TAB 4

Exhibit 6.9.2.4.h.

Proposed Open Space Network

[See Attached]

- KEY**
-  EXISTING RECREATION FACILITY / PARK
 -  PROPOSED RECREATION FACILITY
 -  PROPOSED PARK/TOT LOT
 -  OPEN SPACE

- LEGEND**
- A) THE URBAN CENTER AT LIBERTY PARK
 - B) FEDERAL RESERVE BANK OF ATLANTA
 - C) BAPTIST HEALTH SYSTEMS
 - D) LIBERTY PARK BAPTIST CHURCH
 - E) COLONIAL GRAND APARTMENTS AT LIBERTY PARK
 - F) MORGAN TECHNOLOGY CENTER
 - G) MUNICIPAL SERVICES
 - H) WASTE WATER TREATMENT PLANT AND POOL
 - I) VESTLAKE COMMUNITIES FAMILY PARK
 - J) VESTAVIA HILLS ELEMENTARY
 - K) VESTAVIA HILLS SPORTS COMPLEX
 - L) LIBERTY PARK SWIM AND TENNIS CLUB
 - M) OLD OVERTON CLUB/ GOLF COURSE

- N) GATE AT OLD OVERTON CLUB DRIVE- MAN ENTRANCE
- O) GATE AT FOUNDERS DRIVE
- P) FUTURE GATE
- Q) WILLOW GATE
- R) PARK LAKE
- S) GOLF COURSE
- T) GOLF COURSE LAKE

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND WILL BE UPDATED AS THE PROJECT DEVELOPS. ANY CHANGES OBTAINED UNDER THE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE.

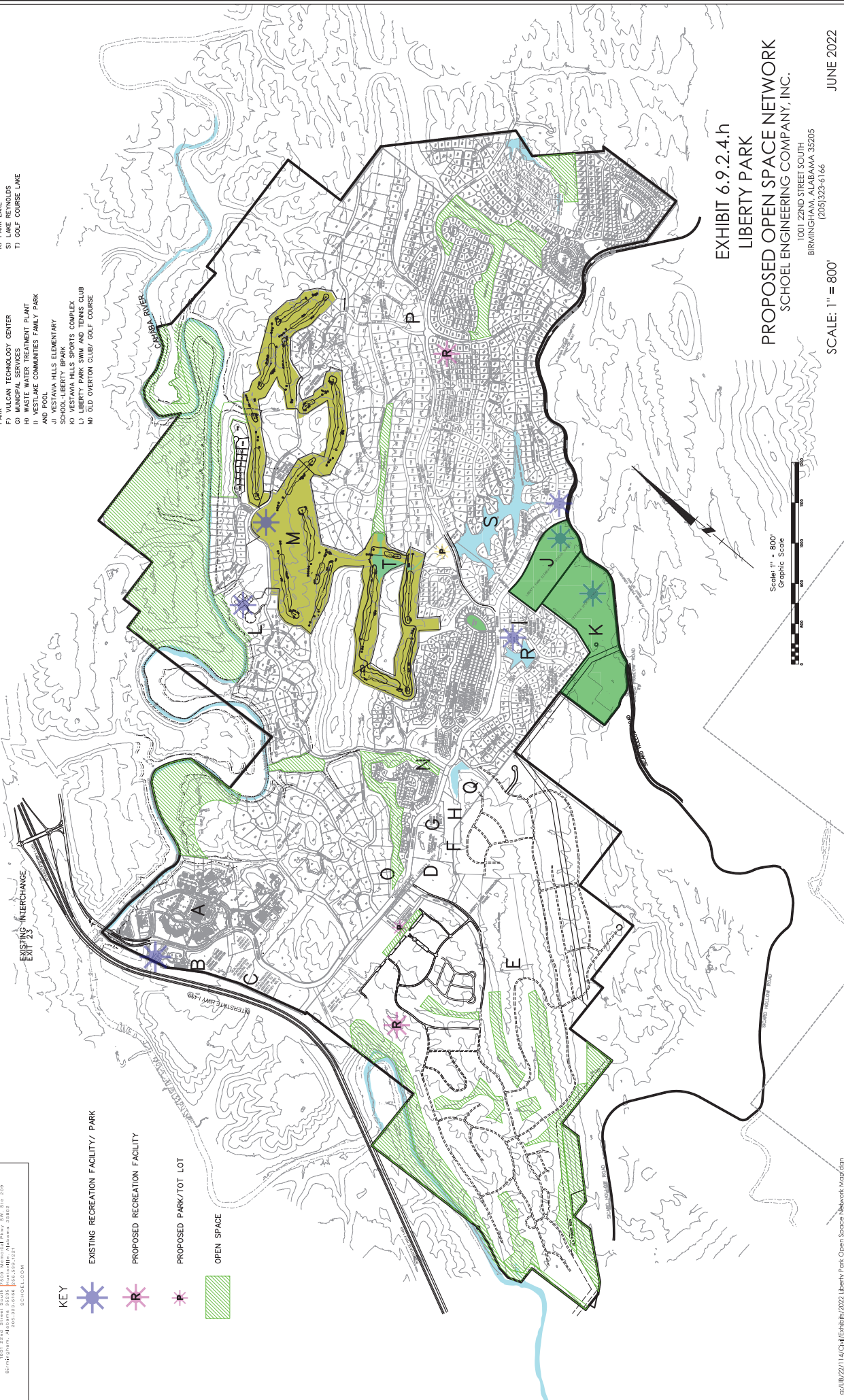


EXHIBIT 6.9.2.4.h
LIBERTY PARK
PROPOSED OPEN SPACE NETWORK
SCHOBEL ENGINEERING COMPANY, INC.
 1001 22ND STREET SOUTH
 BIRMINGHAM, ALABAMA 35205
 (205)323-4166
 SCALE: 1" = 800'
 JUNE 2022