Vestavia Hills
City Council Agenda
September 22, 2025
6:00 PM

1. Call to Order
2. Roll Call
3. Invocation - Huey Davis, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager's Report
8. Councilors' Reports
9. Financial Reports - Zachary Clifton, Deputy Finance Director
10. Approval Of Minutes — September 2, 2025, special meeting minutes; September 2, 2025, special work session minutes and September 9, 2025, regular meeting minutes

Old Business (Public Hearing)

11. Public Hearing - Ordinance Number 3286 - Annexation - 90-Day Final - 2610 Stony Branch Road; William Green, owner
12. Public Hearing - Ordinance Number 3287 - Annexation - 90-Day Final - 2620 Stony Branch Road; William Paul, owner
13. Public Hearing - Ordinance Number 3288 - Rezoning - 2610 and 2620 Stony Branch Road; Rezoning from Jefferson County E-1 to Vestavia HIlls E-2, compatible zoning for annexation; William Green and William Paul, owners
14. Public Hearing - Ordinance Number 3289 - Rezoning - 3112 Sunview Drive; Rezoning from Vestavia Hills R-5 to Vestavia Hills R-4 for an existing home with an approved front setback of 34 feet; Mary Lu Roberts, owner
15. Public Hearing - Ordinance Number 3296 - An Ordinance Accepting a Bid for the City of Vestavia Hills Highway 31 Gateway Sign and Authorizing the Mayor and City Manager to execute any and all agreements for said project

New Business

16. Resolution Number 5589 - A resolution declaring certain personal property as surplus and authorizing the City Manager to dispose/sell said property

17. Resolution Number 5590 - A Resolution appointing a member to the Vestavia Hills Parks and Recreation Board to fulfill an unexpired term

18. Public Hearing - Resolution Number 5591 - A Resolution Accepting Terms For Financing Vehicles And/Or Equipment for FY 2026

New Business Requesting Unanimous Consent (Public Hearing)

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

19. Public Hearing - Ordinance Number 3290 - Pre-zoning - 2560 Rocky Ridge Road; Rezone from Jefferson County C-P (commercial preferred) to Vestavia Hills R-9 (planned residential) for construction of eight (8) single family residences; Hartbrook Development, owner; Brandon Hays, representing

20. Public Hearing - Ordinance Number 3291 - Annexation - 90-day final - 2560 Rocky Ridge Road; Hartbrook Development, Brandon Hays, representing

21. Public Hearing - Resolution Number 5585 - A Resolution vacating a portion of an alley adjacent to 929 Oaklawn Drive and 920 Granbury Road; Chris Burkhalter, owner *(public hearing scheduled for October 27, 2025; 30 day notice given pursuant to Alabama law)*

22. Resolution Number 5586 - A Resolution determining the value of right-of-way vacated by Resolution Number 5585 *(public hearing scheduled for October 27, 2025; notice given pursuant to Alabama law)*

23. Citizens Comments

24. Time Of Adjournment

PUBLIC HEARING PROCEDURES

The following procedures shall be followed for every public hearing of the City Council:

- All comments shall be limited to **3 minutes**. A countdown clock will be provided on the video screens.
- Do not duplicate comments made by previous speakers. For example, if traffic is mentioned as an issue, do not readdress that issue.
- All comments shall be directed to the Mayor and/or presiding officer. Do not address the audience or the applicant.
- Each speaker shall identify himself, including full name and address.

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

If you prefer not to attend a City Council meeting or work session in person, you may participate remotely:

- **Videoconference:** To participate by videoconference, you may access the meeting via Zoom at https://us02web.zoom.us/j/5539517181. When the Zoom.us window opens in your browser, click "Allow" to be placed in a virtual "waiting room." The host will open the meeting and allow all participants to join the meeting 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 "video" 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. Some useful Zoom functions include: microphone Mute/Unmute; Start/Stop Video; and View Participants – opens a pop-out screen that includes the "Raise Hand" icon that you may use to raise a virtual hand.
- **Teleconference:** To participate by telephone, dial 312.626.6799 and enter the meeting ID: 5539517181. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, unmute yourself by pressing *6 on your keypad. 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.

Meetings may be recorded. By participating in the meeting, you are consenting to be recorded.

"Zoom-bombing." 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 terminated 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.

Summary
Financial Report
August 2024-2025

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of August was $45,276,818 which is comprised of the following funds:

General Funds	$35,980,497
Restricted Funds	$9,293,141
Petty Cash	$3,180
Total	**$45,276,818**

2.) The "Financial Overview" for the month and YTD through August is as follows:

Monthly Revenues	$3,419,622	YTD Revenues	$68,013,529
Monthly Expenses	$5,147,843	YTD Expenses	$65,816,065
Monthly Fund Balance	($1,728,221)	YTD Fund Balance	$2,197,465

3.) Comparative Fund Balances:

	YTD	Variance
Actual - 2024-2025	$2,197,465	
Budget - 2024-2025	($1,628,673)	$3,826,138
Last Year - 2023-2024	$4,679,820	($2,482,355)

Note:

The "Actual Fund Balance" is $3,826,138 greater than the "Budgeted Fund Balance" and $2,482,355 less than "Last Year Fund Balance".

Summary
Financial Report
August 2024-2025

	MTD			YTD			Variance	
	Actual	Budget	Last Year	Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES	3,419,622	3,169,544	3,428,154	68,013,529	65,455,718	67,764,027	2,557,811	249,502
EXPENSES	5,147,843	5,182,490	5,348,168	65,816,065	67,084,391	63,084,207	1,268,327	(2,731,857)
FUND BALANCE	(1,728,221)	(2,012,946)	(1,920,014)	2,197,465	(1,628,673)	4,679,820	3,826,138	(2,482,355)
Advalorem - Real	1,792	1,298	3,189	21,413,396	21,237,648	20,953,712	175,748	459,685
Sales Tax	2,455,716	1,935,882	2,467,860	27,440,825	25,726,366	25,783,581	1,714,459	1,657,244
Utility Franchise Fees	234	0	0	2,693,560	2,613,571	2,613,737	79,989	79,822
Business License	44,025	56,399	38,949	4,367,313	4,289,561	4,474,480	77,752	(107,167)
Advalorem - Personal	232,758	215,355	216,054	2,289,970	2,101,470	2,187,546	188,500	102,425

October thru August 2025 (11 months) **2024-2025**

	Actual	Budget Total	Outstanding Bal	% Received	% Outstanding	Verification
Advalorem - Real	21,413,396	21,245,666	167,730	100.79%	-0.79%	100.00%
Sales Taxes	27,440,825	28,094,201	(653,376)	97.67%	2.33%	100.00%
Utility Franchise Fees	2,693,560	2,613,571	79,989	103.06%	-3.06%	100.00%
Business License	4,367,313	4,374,434	(7,121)	99.84%	0.16%	100.00%
Advalorem - Personal	2,289,970	2,319,009	(29,039)	98.75%	1.25%	100.00%

AUGUST	**MTD**			**MTD**	
			Variance	Last Year	Act vs LY
Advalorem - Real	1,792	1,298	494	3,189	(1,397)
Sales Taxes	2,455,716	1,935,882	519,834	2,467,860	(12,144)
Utility Franchise Fees	234	0	234	0	234
Business License	44,025	56,399	(12,374)	38,949	5,076
Advalorem - Personal	232,758	215,355	17,403	216,054	16,704

CITY OF VESTAVIA HILLS
MONTHLY CASH REPORT
"RECONCILED BALANCES"

General Funds	Banking Institutions	APR	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025
General / Operational Funds	Region Bank	4.03%	4,077,735.30	2,844,714.72	1,979,485.71	4,380,644.42	4,836,106.35	24,990,834.56	22,171,177.13	13,955,675.26	16,263,402.43	14,503,397.35	13,930,215.42	8,310,724.96	5,293,844.67
Enhanced Cash Strategy	Region Bank	4.31%	10,418,980.96	10,489,627.78	8,367,221.84	8,499,882.97	8,529,641.86	8,563,732.21	8,607,005.14	8,640,328.91	8,686,461.32	8,687,530.80	8,727,654.93	8,740,123.25	8,792,951.88
Payroll Fund	Region Bank	0.25%	0.00	0.00	0.00	24,133.01	24,133.01	24,133.01	24,133.01	24,133.01	0.00	0.00	0.00	0.00	0.00
Emergency Reserve Fund	PNC Bank	4.25%	20,947,224.55	21,071,036.31	21,070,949.87	21,107,572.98	21,230,188.91	21,316,814.11	21,379,333.55	21,445,489.03	21,519,598.66	21,491,244.88	21,625,812.26	21,666,724.41	21,760,367.46
Court & Corrections Fund	Region Bank	0.25%	114,716.50	112,200.50	137,869.94	98,792.61	91,015.93	143,258.43	101,119.49	134,947.74	128,335.55	117,301.55	156,520.55	128,838.55	133,333.33
American Rescue Plan (COVID-19)	SouthPoint	4.40%	1,773,884.08	1,779,878.81	1,785,177.23	1,790,165.28	1,710,094.74	1,714,675.61	1,718,823.73	1,723,428.05	1,043.47	0.99	0.00	0.00	0.00
Total - Balance			**$37,332,541.39**	**$36,297,458.12**	**$33,340,704.59**	**$35,901,191.27**	**$36,421,180.80**	**$56,753,447.93**	**$54,001,592.05**	**$45,924,002.00**	**$46,598,841.43**	**$44,799,475.57**	**$44,440,203.16**	**$38,846,411.17**	**$35,980,497.34**
Restricted Funds															
Court Cash Bonds	Regions Bank	0.25%	104,646.00	101,421.00	99,551.00	94,182.00	89,272.00	91,082.00	91,652.00	93,552.00	76,156.00	79,856.00	86,776.00	85,746.00	88,626.00
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42
Contractors' Cash Bonds	SouthPoint	0.25%	585,375.54	594,199.62	593,428.25	573,252.03	578,678.21	582,010.47	575,674.35	580,499.93	599,122.39	559,199.24	564,318.97	565,214.37	603,190.75
Confiscated Funds	SouthPoint	1.25%	59,371.06	59,431.89	59,494.81	59,555.77	61,848.74	69,629.47	69,696.24	69,770.23	78,332.20	78,415.36	17,186.77	27,018.35	28,241.59
2013 GOW - QEBC Sinking Fund	Bank of New York	2.35%	1,911,964.89	2,127,191.68	2,127,191.68	2,127,191.68	2,127,191.68	2,127,191.68	2,127,191.68	2,127,191.68	2,321,641.45	2,321,641.45	2,321,641.45	2,321,641.45	2,321,641.45
Lease Escrow Funds	Truist & Robertson		657,763.60	3,967,756.36	3,968,666.45	3,151,303.96	3,152,045.67	2,490,839.60	2,193,074.50	2,193,074.50	2,063,502.61	2,063,502.61	2,063,502.61	2,063,502.61	2,063,502.61
Total Balance			**$7,507,059.51**	**$11,037,938.97**	**$11,036,270.61**	**$10,193,423.86**	**$10,196,974.72**	**$9,548,691.64**	**$9,245,227.19**	**$9,252,026.76**	**$9,326,693.07**	**$9,290,553.08**	**$9,241,364.22**	**$9,251,061.20**	**$9,293,140.82**
Cash on Hand															
Petty Cash - City Depts.			880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00
Petty Cash - Courts/Jail			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	700.00	700.00	700.00	700.00	700.00
Petty Cash - Library			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Vehicle Tags			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total - Petty Cash			**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,180.00**	**$3,180.00**	**$3,180.00**	**$3,180.00**	**$3,180.00**
Grand Total - All Funds			**$44,842,680.90**	**$47,338,477.09**	**$44,380,055.20**	**$46,097,695.13**	**$46,621,235.52**	**$66,305,219.57**	**$63,249,899.24**	**$55,179,108.76**	**$55,928,714.50**	**$54,093,208.65**	**$53,684,747.38**	**$48,100,652.37**	**$45,276,818.16**

Petty Cash Itemization		
City Clerk Dept.	none	
Court Dept.	$700.00	
Finance Dept. & Vehicle Tags	$1,050.00	Tags & City Depts
Fire Dept.	$100.00	City Depts
Inspection Dept.	$30.00	City Depts
Library	$600.00	
Mayor's Office	$200.00	City Depts
Parks & Leisure Services	$300.00	City Depts
Police Dept.	$200.00	City Depts
Public Services	none	
Total	**$3,180.00**	

FINANCIAL SUMMARY REPORT
"AUGUST 2024-2025"

	MONTH OF AUGUST 2025							YEAR-TO- DATE THROUGH AUGUST 2025						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
REVENUE SUMMARY	2024-2025	2024-2025	2023-2024	Actual to Budget		Actual to Last Year		2024-2025	2024-2025	2023-2024	Actual to Budget		Actual to Last Year	
	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
STATE REVENUE	23,454	26,697	74,698	(3,243)	-12.15%	(51,244)	-68.60%	299,337	191,075	228,277	108,262	56.66%	71,059	31.13%
COUNTY REVENUE	244,714	322,336	365,639	(77,622)	-24.08%	(120,925)	-33.07%	23,938,978	23,711,532	23,517,359	227,446	0.96%	421,619	1.79%
CITY REVENUE	3,063,926	2,750,241	2,893,915	313,685	11.41%	170,011	5.87%	42,189,931	40,069,952	42,517,499	2,119,979	5.29%	(327,568)	-0.77%
PARK & RECREATION	87,528	70,270	93,902	17,258	24.56%	(6,374)	-6.79%	1,585,284	1,483,159	1,500,891	102,125	6.89%	84,393	5.62%
TOTAL REVENUES	**3,419,622**	**3,169,544**	**3,428,154**	**250,078**		**(8,532)**		**68,013,529**	**65,455,718**	**67,764,027**	**2,557,811**		**249,502**	
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	943,540	1,073,686	1,483,930	130,146	12.12%	540,390	36.42%	21,155,430	21,332,059	21,626,329	176,629	0.83%	470,899	2.18%
CITY COUNCIL	4,323	5,013	4,323	690	13.76%	(0)	0.00%	74,453	85,423	74,516	10,970	12.84%	63	0.08%
MAYOR & ADMINISTRATION	208,401	209,570	176,531	1,169	0.56%	(31,869)	-18.05%	2,353,911	2,514,070	1,907,706	160,159	6.37%	(446,205)	-23.39%
CITY CLERK	78,860	46,552	46,872	(32,308)	-69.40%	(31,988)	-68.24%	572,098	560,189	504,958	(11,909)	-2.13%	(67,140)	-13.30%
MUNICIPAL COMPLEX	27,510	35,920	38,174	8,410	23.41%	10,665	27.94%	420,428	415,944	369,233	(4,484)	-1.08%	(51,194)	-13.87%
INFORMATION SERVICES	86,844	83,149	75,863	(3,695)	-4.44%	(10,981)	-14.48%	734,165	868,525	786,711	134,360	15.47%	52,546	6.68%
POLICE	1,267,869	1,336,898	1,181,350	69,029	5.16%	(86,519)	-7.32%	13,795,433	14,510,171	12,637,168	714,738	4.93%	(1,158,265)	-9.17%
FIRE	1,177,863	1,174,839	1,125,440	(3,024)	-0.26%	(52,423)	-4.66%	12,793,098	13,169,782	12,155,397	376,685	2.86%	(637,701)	-5.25%
INSPECTION	77,141	80,824	77,346	3,683	4.56%	205	0.27%	848,368	877,624	773,180	29,256	3.33%	(75,188)	-9.72%
PUBLIC SERVICES	480,144	466,388	453,472	(13,756)	-2.95%	(26,672)	-5.88%	5,211,115	5,126,870	4,994,149	(84,245)	-1.64%	(216,966)	-4.34%
PUBLIC LIBRARY	300,358	240,623	226,642	(59,735)	-24.82%	(73,715)	-32.52%	2,809,459	3,049,005	2,663,070	239,546	7.86%	(146,389)	-5.50%
PARKS & LEISURE SERVICES	494,990	429,028	458,224	(65,962)	-15.37%	(36,766)	-8.02%	5,048,108	4,574,729	4,591,792	(473,379)	-10.35%	(456,317)	-9.94%
TOTAL EXPENDITURES	**5,147,843**	**5,182,490**	**5,348,168**	**34,647**		**200,325**		**65,816,065**	**67,084,391**	**63,084,207**	**1,268,327**		**(2,731,857)**	
SURPLUS / (DEFICIT)	**(1,728,221)**	**(2,012,946)**	**(1,920,014)**	**284,725**		**191,793**		**2,197,465**	**(1,628,673)**	**4,679,820**	**3,826,138**		**(2,482,355)**	

Vestavia Hills
City Council Minutes
September 2, 2025
12:00 PM

1. Call to Order

The City Council of Vestavia Hills met in special session on this date at 12:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order, and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, City Councilor Kimberly Cook*, City Councilor Paul Head, City Councilor George Pierce

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Melvin Turner, Finance Director; Zachary Clifton, Asst. Finance Director; Christopher Brady, City Engineer*; Marvin Green, Fire Chief; Umang Patel, Court Director;

3. Invocation - Tom Bryson, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval and Unanimous Consent for the Items of the Agenda

The Mayor opened the floor for a motion for unanimous consent for immediate consideration and action of all items on the agenda as presented.

MOTION: Approval and unanimous consent for immediate consideration and action of all items on the agenda. Motion by: Rusty Weaver. Seconded by: George Pierce.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

6. Guest Recognition

- None

New Business

7. Public Hearing - Resolution Number 5584 - A Resolution to Canvass the votes from the Municipal Election held on August 26, 2025

There being no further discussion, the Mayor called for the question.
MOTION: Approve Resolution Number 5584 as presented. Motion by: Rusty Weaver. Seconded by: George Pierce.

Mr. Patel announced the results of the municipal election held on August 25, 2025. He read the votes as follows:

For the Office of Mayor:

- Richard Cheatwood - 717 votes
- Ashley C. Curry - 4,662 votes

For the Office of Council, Place Number 2:

- Kimberly Cook - 3,496 votes
- Karl Julian - 1,870 votes

For the Office of Council, Place Number 3:

- Brian DeMarco - 1,731 votes
- Jacob Pugh - 1,502 votes
- Michael Vercher - 2,098 votes

Mr. Patel stated that of the provisional votes that were considered by the Jefferson County Board of Registrars, the reports show that two votes were to be counted. These ballots were opened and the results reported as follows:

- For the Office of Mayor:
  - Richard Cheatwood - 1 vote
  - Ashley C. Curry - 1 vote
  -
- For the Office of Council, Place Number 2:
  - Kimberly Cook - 0 votes
  - Karl Julian - 2 votes
- For the Office of Council, Place Number 3:
  - Brian DeMarco - 1 vote
  - Jacob Pugh - 1 vote
  - Michael Vercher - 0 votes

The Mayor stated that an amendment needed to be made to the Resolution in order to incorporate the new votes into the vote tallies which resulted as follows:

For the Office of Mayor:

- Richard Cheatwood - 718 votes
- Ashley C. Curry - 4,663 votes

For the Office of Council, Place Number 2:

- Kimberly Cook - 3,496 votes
- Karl Julian - 1,872 votes

For the Office of Council, Place Number 3:

- Brian DeMarco - 1,732 votes
- Jacob Pugh - 1,503 votes
- Michael Vercher - 2,098 votes

MOTION: Amend Resolution Number 5584 with provisional vote totals as detailed above. Motion by: Rusty Weaver. Seconded by: George Pierce.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

There being no further discussion, the Mayor called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

8. Adoption of Certificate of Election - Ashley C. Curry, Mayor

MOTION: Approve the certificate of election of Ashley C. Curry, Mayor. Motion By: Rusty Weaver. Seconded By: George Pierce.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

9. Adoption of Certificate of Election - Kimberly Cook, City Council, Place No. 2

MOTION: Approve the certificate of election of Kimberly Cook, Council Place Number 2. Motion By: Rusty Weaver. Seconded By: George Pierce.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

10. Time of Adjournment

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 12:20 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk

Vestavia Hills
City Council Minutes
September 2, 2025
12:30 PM

1. Call to Order

The City Council of Vestavia Hills met in special work session on this date at 12:30 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order, and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, City Councilor Kimberly Cook, City Councilor Paul Head, City Councilor George Pierce

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Melvin Turner, Finance Director; Zachary Clifton, Asst. Finance Director; Lori Beth Kearley, Public Works Director; Christopher Brady, City Engineer; Jamie Lee, Director of Parks and Leisure Services; Taneisha Tucker, Director of Library in the Forest; Marvin Green, Fire Chief; Umang Patel, Court Director; Dillon Watts, Building Safety; Sam Knight, Building Safety; Darrin Estes, IT Director; James Randall, HR Director; Sandi Wilson, Parks and Recreation Superintendent; Daniel Tackett, Asst. Library Director; Stephen Michael, VHFD Logistics; Scott Ferrell, VHFD; Michael Keller, VHPD

City Manager Proposed FY26 Budgets

Mr. Downes stated that he delivered the proposed budget to the City Council in August and now this work session is to address any concerns or recommendations of the City Council. The budget was also made available online. In addition to that, the administration opened a Vestavia Hills Listens topic for public input, but no comments were received.

Mr. Downes gave a brief overview of the proposed budget and each department head presented their department goals and what they look forward to in the upcoming

year.

Mrs. McCulley highlighted the strategic plan priorities and actions for 2025 and explained the exhibit that was provided to the City Council. Mrs. Cook asked about funding for sand volleyball courts and Mr. Downes explained there's some funding for two courts.

Mrs. Cook asked about increased funding for code enforcement efforts. Mrs. McCulley explained that is an expansion of GoEnforce, which assists the compliance officers with their duties and helps to move records to the courts if enforcement through courts is needed. This also includes training and continuing to get the most from the platform. Mr. Pierce stated that the compliance officers try to gain compliance without going to court. Mrs. McCulley stated that this allows them to harness all the information so it provides consistency and historical records.

Dillon Watts presented for Building Safety, and gave performance metrics, goals and areas of interest of the department for FY26. Mr. Pierce asked how the inspection times vary compared to sister cities. Mr. Watts stated that they are meeting deadlines and provide online access, so he believes the City is ahead of other cities.

Rebecca Leavings, City Clerk, went over the City Clerk and Council budgets, giving performance metrics, goals and areas of interest of the departments for FY26. She stated extra funding is provided for required Council members' training and that, otherwise, her department didn't request any increases.

Zachary Clifton, Deputy Finance Director, went over the metrics, goals and areas of interest for the Finance department for FY26.

Chief Marvin Green went over the metrics, goals and areas of interest for the VHFD, including preparing for the delivery of two engines to accommodate an increase in call volume, while maintaining the ISO 1 rating. He gave an update on the new fire facility located in Mountain Brook. Mayor Curry thanked the VHFD for maintaining the ISO 1 rating. Mrs. Cook asked how the round-about had impacted response times in that area. Chief Green stated it is too soon to know, but during construction it was a constraint.

James Randall, Human Resources, gave the metrics, goals and areas of interest for human resources. Mr. Pierce asked how many employees punch a time clock. Mr. Randall explained. Mr. Downes explained there are some, and the new UKG system that Mrs. McCulley mentioned would allow more consistency in timekeeping.

Darrin Estes, IT Director, presented his metrics, goals and areas of interest for IT. The Mayor asked if there are many hacking attempts on City systems. Mr. Estes stated our systems get hit every day. Mrs. Cook asked how AI will impact services. Mr. Estes explained. Mr. Downes explained that one of the goals for the next year would be to embrace innovation, including AI, etc., while making sure it is providing reliable information. Mrs. Cook requested that the Council be kept informed about plans for the City to use AI.

Taneisha Tucker, Library Director, presented her metrics, goals and areas of interest for the Library. Mrs. Cook asked if library employees are under the City HR department. Mrs. Tucker stated that her employees do utilize the HR Department.

Mr. Downes elaborated that library employees are not classified under the Personnel Board of Jefferson County. Mr. Downes explained the studies needed to determine the feasibility of fundraising for a satellite library at Pine Ridge. Mrs. Cook asked about the cost of the Makerspace Director promotion. Mrs. Tucker estimated about $4,000.

Umang Patel, Court Director, explained his metrics, goals and areas for the Municipal Court including the integration of a QR code and new ways to acces online court information.

Jamie Lee, Director of Parks and Leisure Services, gave the performance metrics, the goals and areas of interest for parks and recreation. He highlighted the increase in the numbers of athletic patrons and teams, both youth and adult programs. Discussion ensued on the maintenance of park areas. Mrs. Cook asked about providing customer satisfaction surveys for patrons renting facilities. Mrs. McCulley explained that she met with Mr. Lee to develop an online survey for facility renters. Although it is not yet implemented, it will be soon.

Police Chief Shane Ware explained the metrics, goals and areas of interest for the VHPD. He explained that this is the second year of full implementation for the take-home vehicles and stated they are now in the maintenance phase. He emphasized a huge increase in compliance officer calls from 700 to over 1100. He discussed crime data in the City. He stated one of their major goals is the development of an east side public safety precinct and training facility. Also, the implementation of new drone technology for real-time crime fighting, and replacing aging law enforcement safety equipment. They also hope to increase the ranks of Master Patrol Officers who gain certification. The Mayor commended VHPD on the MPO program and indicated he could not understand why other agencies do not participate. Mrs. Cook celebrated the fact that the City has had the economic growth to support paying for these programs and equipment. Discussion ensued regarding the increase in code compliance reports. Chief Ware indicated the number includes follow-up calls. So far, the city is able to keep up and abate nuisances.

Lori Beth Kearley, Public Services Director, highlighted the metrics, goals and interests of the department including paving that exceeds the previous year's paving. To date this year, the city has completed 6.5 miles and will start the final phase of 1.5 miles for a total of just over 8 miles for FY25. The FY26 target is 9 miles, including the final part of the Massey Road project. Stormwater target is 4,000 linear feet for stormwater improvement projects, including pipe lining and rehabilitation, and more in-house projects. Mrs. Kearley highlighted projects for the Southern Gateway landscaping and signage, Liberty Parkway/Urban Center traffic signal construction, Rocky Ridge Road turn lane project, finishing the roundabout and pedestrian bridge. Mrs. Kearley explained the successful launch of the Cartegraph Asset Management system and the benefits of the system. This tool was used for the first time when evaluating the goals for next year, making use of the new dashboard information. Mr. Pierce asked how the Cahaba Heights location is working for the city shop. Mrs. Kearley stated it works well.

Mr. Downes answered any follow-up questions of the Council for any closing comments/questions.

Adjournment

There being no further business, the Mayor adjourned the meeting at 2:59 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk

Vestavia Hills
City Council Minutes
September 8, 2025
6:00 PM

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, City Councilors Kimberly Cook, Paul Head, and George Pierce

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Melvin Turner, Finance Director; Zachary Clifton, Asst. Finance Director; Lori Beth Kearley, Public Works Director; Christopher Brady, City Engineer; Marvin Green, Fire Chief; Keith Blanton, Building Safety Official*; Umang Patel, Court Director*; Taneisha Tucker, Library Director*

3. Invocation - Butch Williams, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval Of The Agenda

The Mayor opened the floor for a motion to approve the agenda as presented.

MOTION: Approve the agenda as presented. Motion By: George Pierce. Seconded By: Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

The following candidates introduced themselves and asked for support in the September 23, 2025 runoff election:

- Brian DeMarco, candidate, Council, Place Number 3;
- Michael Vercher, candidate, Council, Place Number 3.

- Mr. Pierce welcomed Tyler Kime representing the Vestavia Hills Chamber of Commerce.
- Mrs. Cook welcomed Elizabeth Lawrence of the Vestavia Hills Library Foundation.
- Christopher Gerety was also in attendance representing the Library Board.

7. City Manager's Report

- Mr. Downes announced that just within the last hour he received an email from Gov. Ivey's office announcing that the City has just been awarded a federal award of $760,000 for the Greendale Road sidewalk project. He stated that this is the largest award for a sidewalk project that the City has ever received. He thanked the employees responsible for submitting and being awarded such a grant.

8. Councilors' Reports

- Mrs. Cook reported that the School Board approved their FY26 budget at their meeting held this afternoon. She encouraged everyone to watch the video that the Board has produced which describes the new budget and priorities.
- Mr. Pierce announced that he will be attending the Chamber of Commerce luncheon tomorrow at the Vestavia Country Club.
- Mr. Pierce stated that Chaplain Williams has always encouraged eateries in the City to favor first responders when they visit their businesses. He stated that the VHPD is commonly honored, but asked businesses to also recognize the VHFD.
- Mayor Curry announced the Patriot Day commemoration ceremony will be held at the Civic Center, September 11, at 8:30AM, honoring the first responders to the 911 tragedy in New York. The Mayor stated that since 911, more first responders have died than were killed that day due to lasting complications from hazardous smoke and dust. He encouraged everyone to attend this ceremony to honor all who gave the ultimate sacrifice.
- Mayor Curry stated that on October 2, the city will celebrate its 75th anniversary. He invited everyone to help celebrate this milestone.
- Mr. Head announced that the Parks and Recreation Board will meet on Tuesday, September 16, 2025.
- Mr. Weaver announced that there will be no Planning and Zoning Commission meeting this month due to no requests.

9. Approval Of Minutes - August 25, 2025 regular meeting minutes

The Mayor announced that the minutes of the August 25, 2025, regular meeting are being presented for approval. He opened the floor for a motion.

MOTION: Approve the minutes of the August 25, 2025, regular meeting as presented. Motion By: Kimberly Cook. Seconded By: George Pierce.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

10. Proclamation - Constitution Week - September 17-23, 2025

The Mayor presented a Proclamation designating September 17-23, 2025, as "Constitution Week." Mr. Downes read the Proclamation aloud and the Mayor presented it to representatives from the Daughters of the American Revolution:

- Cindi Akins, Cahawba Chapter;
- Sharon Bambert, Birminghma Territory Chapter;
- Ann Allen, Princess Sehoy Chapter;
- Claire Tower, General Sumter Chapter.

11. Proclamation - September 2025 as National Suicide Prevention Month

The Mayor presented a Proclamation designating September 2025 as "Suicide Prevention Month." Mr. Downes read the Proclamation aloud and the Mayor presented it to Nick Tyler, Meesha Emmett of the American Foundation for Suicide Prevention.

Mayor Curry stated that the statistics for veteran suicide are alarming.

Mr. Tyler thanked the Mayor and Council for the proclamation and assistance in calling for awareness of this very important issue. In Alabama, suicide is the second leading cause of death, which is also alarming. The national suicide hotline is now 9-8-8.

Old Business (Public Hearing)

12. Public Hearing - Ordinance Number 3285 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2025 Until September 30, 2026

MOTION: Approve Ordinance Number 3285 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

Mr. Downes stated this was fully discussed in the work session last week.

Mrs. Cook thanked the department heads for their hard work in formulating the budget, presentating it to the Council.

The Mayor opened the floor for a public hearing.

Mr. Pierce stated that the Council struggled with making budget several years ago, and the first responders had substandard equipment. He stated this is a great accomplishment to be able to do this budget today and provide the much needed services and equipment.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

13. Public Hearing - Resolution Number 5579 - A Resolution Authorizing An Increase In Salary And Wages For Employees

MOTION: Approve Resolution Number 5579 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

The Mayor stated this is a 2% raise for departments other than public safety and 3.5% for public safety. Mr. Downes explained.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

14. Public Hearing - Resolution Number 5580 - A Resolution accepting dedication of right-of-way on the portion of Wooten Drive located adjacent to 3917 Wooten Drive

MOTION: Approve Resolution Number 5580 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

Mr. Downes stated that this is some prescriptive right-of-way that is being developed and offered for dedication.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

15. Public Hearing - Resolution Number 5582 - A Resolution dedicating the streets in the Forest Creek Subdivision to the City of Vestavia Hills

MOTION: Approve Resolution Number 5582 as presented. Motion by: Kimberly Cook. Seconded by: Paul Head.

Mr. Downes stated that this is a new subdivision and the developer is offering it for dedication.

Mrs. Cook noted that Engineering said the streets are in good condition.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul

Head, George Pierce.
No: None. Abstain: None. Motion passed.

16. Public Hearing - Ordinance 3292 - An Ordinance Granting a Franchise Agreement to Uniti Fiber GulfCo, LLC and Authorizing the Mayor and City Manager to Execute the Agreement

MOTION: Approve Ordinance Number 3292 as presented. Motion by: Paul Head. Seconded by: Kimberly Cook.

Mr. Downes explained this is for fiber optic installation, which is under the new franchise ordinance. A representative from this company is present tonight in case there are questions.

Discussion ensued on the company repairing any areas they disturb. The representative stated there are no immediate plans for buildout as this takes over some existing services.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, stated that he has noticed CSpire has come in and made people mad with installation and then just quit. Now, there is a new kid in town to dig it all back up. He stated the conduit already exists. Why don't they work together to utilize the existing conduit.

The representative stated that these companies do different services for different areas.

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

17. Public Hearing - Ordinance Number 3294 - An Ordinance Accepting a Bid for City of Vestavia Hills Right-of-Way Mowing and Maintenance and authorizing the Mayor and City Manager to execute any and all agreements for said service

MOTION: Approve Ordinance Number 3294 as presented. Motion by: Paul Head. Seconded by: Kimberly Cook.

The Mayor stated that every three years this service must be re-bid. This year the city had very healthy competition and the most responsible bidder was Turf Management. He stated that the bid was well below what was budgeted.

Mrs. Cook asked about the quality of services they have provided.

Mr. Downes stated, when there is an issue, they are responsive. The contract is clear on what the City expects.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

18. Public Hearing - Ordinance Number 3295 - An Ordinance Accepting a Bid for Grounds Mowing and Landscape Maintenance within the City of Vestavia Hills and authorizing the Mayor and City Manager to execute and deliver all agreements needed for said service

MOTION: Approve Ordinance Number 3295 as presented. Motion by: Paul Head. Seconded by: George Pierce.

Mr. Downes stated that this is another three-year bid and Turf Management is the recommended winner.

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

Mr. Pierce asked how the prices compare against the previous bids. Mr. Downes stated one was below the last bid and one was slightly above.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

New Business

19. Resolution Number 5588 - A Resolution appointing election officers for the municpal runoff election to be held on September 23, 2025

MOTION: Approve Resolution Number 5588 as presented. Motion by: Kimberly Cook. Seconded by: Paul Head.

Mayor Curry explained that this Resolution appoints the poll workers for the September 23, 2025 municipal runoff election.

There being no further discussion, the Mayor called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

20. Public Hearing - Resolution Number 5587 - A Resolution dedicating the streets in the Magnolia Cove Subdivision known as Magnolia Cove Road and authorizing the City Manager to execute documents needed for calling the bond on said street

MOTION: Approve Resolution Number 5587 as presented. Motion by: Kimberly Cook. Seconded by: Paul Head.

Mr. Downes stated that this subdivision was annexed after most of it had been developed. He stated in this subdivision, the developer did not finish the surfaces of the

street so the City is having to call the bond to finish the street. The bond amount is $100,100 which almost finishes the street. However there is some aditional maintenance that calls for a little more funding to finish.

Discussion ensued in that it took seven years to get to this point. Mrs. Cook requested the city analyze the process for estimating the amount of bonds for streets in subdivisions.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

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

21. Public Hearing - Ordinance Number 3286 - Annexation - 90-Day Final - 2610 Stony Branch Road; William Green, owner

22. Public Hearing - Ordinance Number 3287 - Annexation - 90-Day Final - 2620 Stony Branch Road; William Paul, owner

23. Public Hearing - Ordinance Number 3288 - Rezoning - 2610 and 2620 Stony Branch Road; Rezoning from Jefferson County E-1 to Vestavia HIlls E-2, compatible zoning for annexation; William Green and William Paul, owners

24. Public Hearing - Ordinance Number 3289 - Rezoning - 3112 Sunview Drive; Rezoning from Vestavia Hills R-5 to Vestavia Hills R-4 for an existing home with an approved front setback of 34 feet; Mary Lu Roberts, owner

25. Public Hearing - Ordinance Number 3296 - An Ordinance Accepting a Bid for the City of Vestavia Hills Highway 31 Gateway Sign and Authorizing the Mayor and City Manager to execute any and all agreements for said project

26. Citizens Comments

- David Harwell, 1803 Catala Road, discussedthe Magnolia Cove bond. He stated that he doesn't believe that is a large enough bond. He also asked why there was no detail on the bidders for these contracts as there needs to be more than one, and why is that detail not in the packet?
    - Mr. Downes explained the Magnolia Cove paving and indicated that the resolution has tabulation sheets on each of them as there were six bids on each contract that are in the agenda packet.
    - Mr. Pierce asked about driveway spanners. Mrs. Kearley stated there is no official ordinance on driveway spanners, but that Schoel Engineering did develop a standard for spanners which is being recommended. However, many times these are installed and no one is aware of it, and it has to be

addressed after the fact. Discussion ensued as to whether an Ordinance is needed to address this issue.

- Donald Harwell, 1357 Willoughby Road, stated that Willoughby Road was repaved last year. He stated the last time it was resurfaced, it wasn't milled and left a huge drop-off and that's when spanners were installed on their drives.

27. Time Of Adjournment

There being no further business, Mr. Head made a motion to adjourn. The Mayor adjourned the meeting at 7:05 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc: Ryan Farrell, Asst. Fire Chief
Christopher Brady, City Engineer
Lori Beth Kearley, Public Services Director

RE: Public Hearing - Ordinance Number 3286 - Annexation - 90-Day Final - 2610 Stony Branch Road; William Green, owner

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Background:
The properties located at 2610 and 2620 Stony Branch Road were annexed via the Overnight method with the condition that a turnaround be created on the properties to allow for a fire apparatus to turn around. The owners reported that the improvements were made and the Fire Marshal and City Engineer reported approving the improvements. The rezoning and 90-day annexation periods are expiring, and the properties are being presented for 90-day finals and compatible rezonings.

Recommendation:
Improvements were inspected and approved by the City Engineer and the Fire Marshal

Fiscal Impact:
na

Attachments:
1. Ordinance 3286

ORDINANCE NUMBER 3286

ANNEXING CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, on the 23rd day of June, 2025, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2610 Stony Branch Road
Lot 1, Stony Branch Subdivision
William Gregory Green, owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 22nd day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

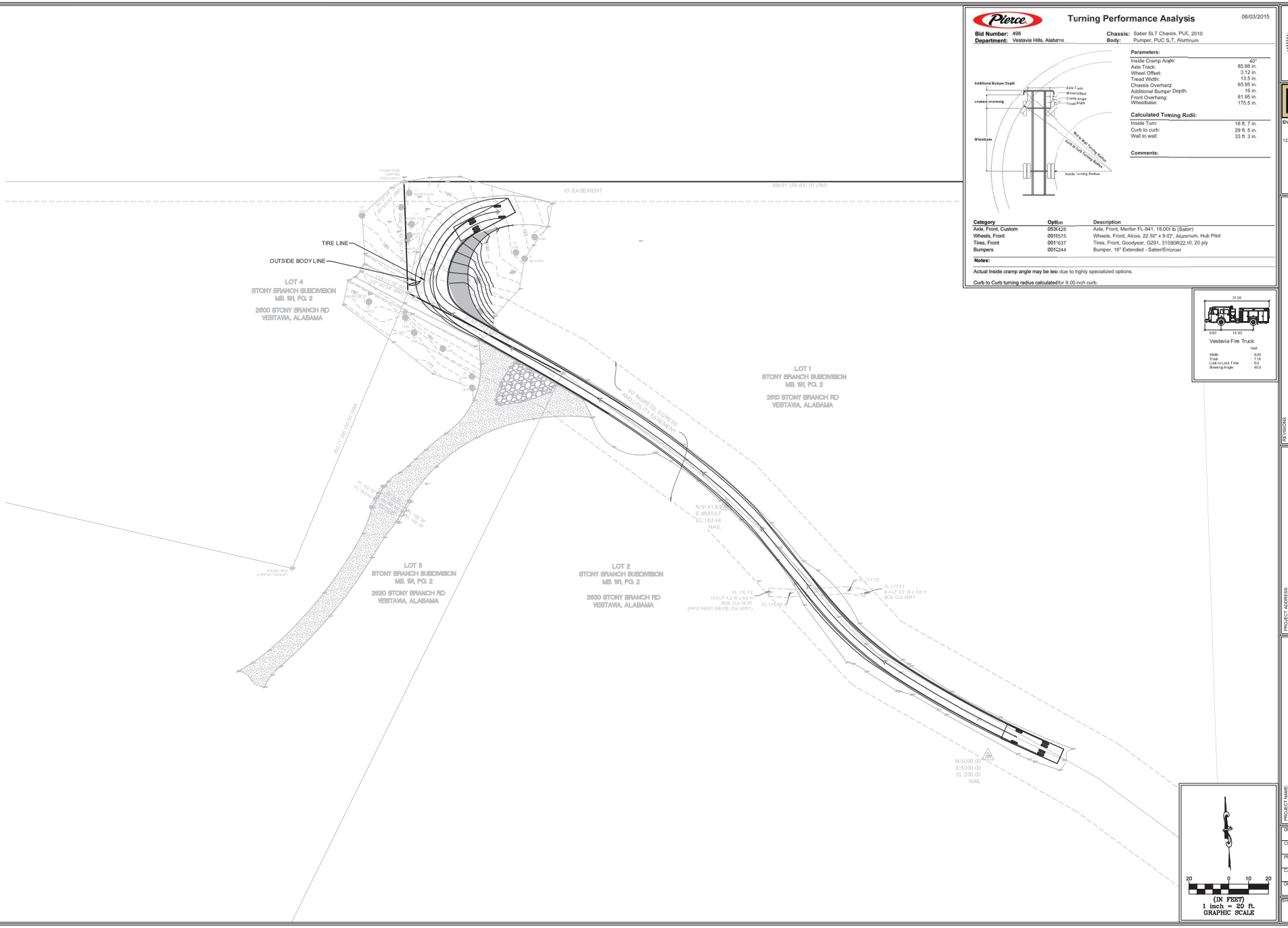
CERTIFICATION:

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 3286 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of September, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

2610 Stony Branch Road
CALDWELL MILL RD
MAGNOLIA WAY
Subject Property
MAGNOLIA CV
MAGNOLIA RDG
STONY BRANCH RD
BLUE JAY RD
SQUIRE LN
DOLLY RIDGE RD
CARDINAL CIR
ST JOSEPH RD
JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, FPA, USDA



Pierce

Turning Performance Analysis

06/03/2015

Bid Number: 498
Department: Vestavia Hills, Alabama

Chassis: Saber SLT Chassis, PUC, 2010
Body: Pumper, PUC S,T, Aluminum

Parameters:

Inside Cramp Angle:	40°
Axle Track:	85.86 in.
Wheel Offset:	3.12 in.
Tread Width:	13.5 in.
Chassis Overhang:	65.95 in.
Additional Bumper Depth:	16 in.
Front Overhang:	81.95 in.
Wheelbase:	175.5 in.

Calculated Turning Radii:

Inside Turn:	16 ft. 7 in.
Curb to curb:	29 ft. 5 in.
Wall to wall:	33 ft. 3 in.

Comments:

Category	Option	Description
Axle, Front, Custom	0533428	Axle, Front, Meritor FL-941, 18,000 lb (Sabir)
Wheels, Front	0011675	Wheels, Front, Alcoa, 22.50" x 9.0", Aluminum, Hub Pilot
Tires, Front	0011637	Tires, Front, Goodyear, G291, 315/80R22.l0, 20 ply
Bumpers	0012244	Bumper, 16" Extended - Saber/Enforcer

Notes:

Actual Inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

Vestavia Fire Truck

	feet
Width	: 8.00
Track	: 7.16
Lock to Lock Time	: 6.0
Steering Angle	: 40.0

ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158

FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8960

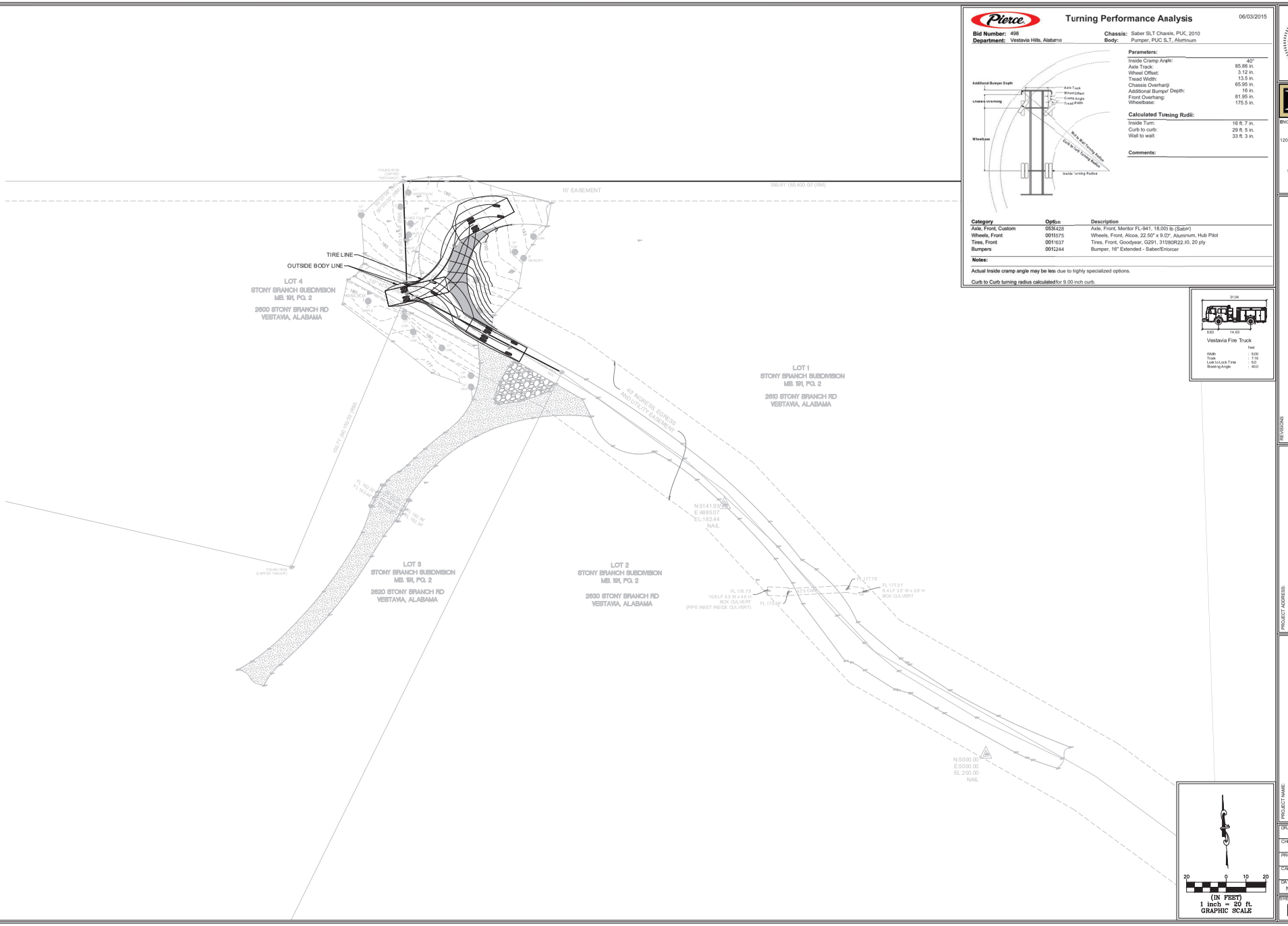
REVISIONS

PROJECT ADDRESS: STONY BRANCH RD
VESTAVIA HILLS, ALABAMA

SHEET TITLE: VESTAVIA FIRE DEPT.
AUTO TURN - FOWARD

PROJECT NAME: STONY BRANCH SUBDIVISION

DRAWN BY: JCS
CHECKED BY: WHL
PROJECT No.: PAUL0001
CAD FILE: AUTOTURN.dwg
DATE: NOVEMBER 26, 2024
SHEET NO.: EXB1.0



Turning Performance Analysis

06/03/2015

Bid Number: 498
Department: Vestavia Hills, Alabama

Chassis: Saber SLT Chassis, PUC, 2010
Body: Pumper, PUC S,T, Aluminum

Parameters:

Inside Cramp Angle:	40°
Axle Track:	85.86 in.
Wheel Offset:	3.12 in.
Tread Width:	13.5 in.
Chassis Overhang:	65.95 in.
Additional Bumper Depth:	16 in.
Front Overhang:	81.95 in.
Wheelbase:	175.5 in.

Calculated Turning Radii:

Inside Turn:	16 ft. 7 in.
Curb to curb:	29 ft. 5 in.
Wall to wall:	33 ft. 3 in.

Comments:

Category	Option	Description
Axle, Front, Custom	0533428	Axle, Front, Meritor FL-941, 18,000 lb (Sabir)
Wheels, Front	0011675	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot
Tires, Front	0011637	Tires, Front, Goodyear, G291, 315/80R22.l0, 20 ply
Bumpers	0012244	Bumper, 16" Extended - Saber/Enforcer

Notes:

Actual Inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

Vestavia Fire Truck

	feet
Width	: 8.00
Track	: 7.16
Lock to Lock Time	: 6.0
Steering Angle	: 40.0

ALABAMA LICENSED No. 27002 PROFESSIONAL ENGINEER WILLIAM H. LOVELESS III

EDG

ENGINEERING DESIGN GROUP

PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158

FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8960

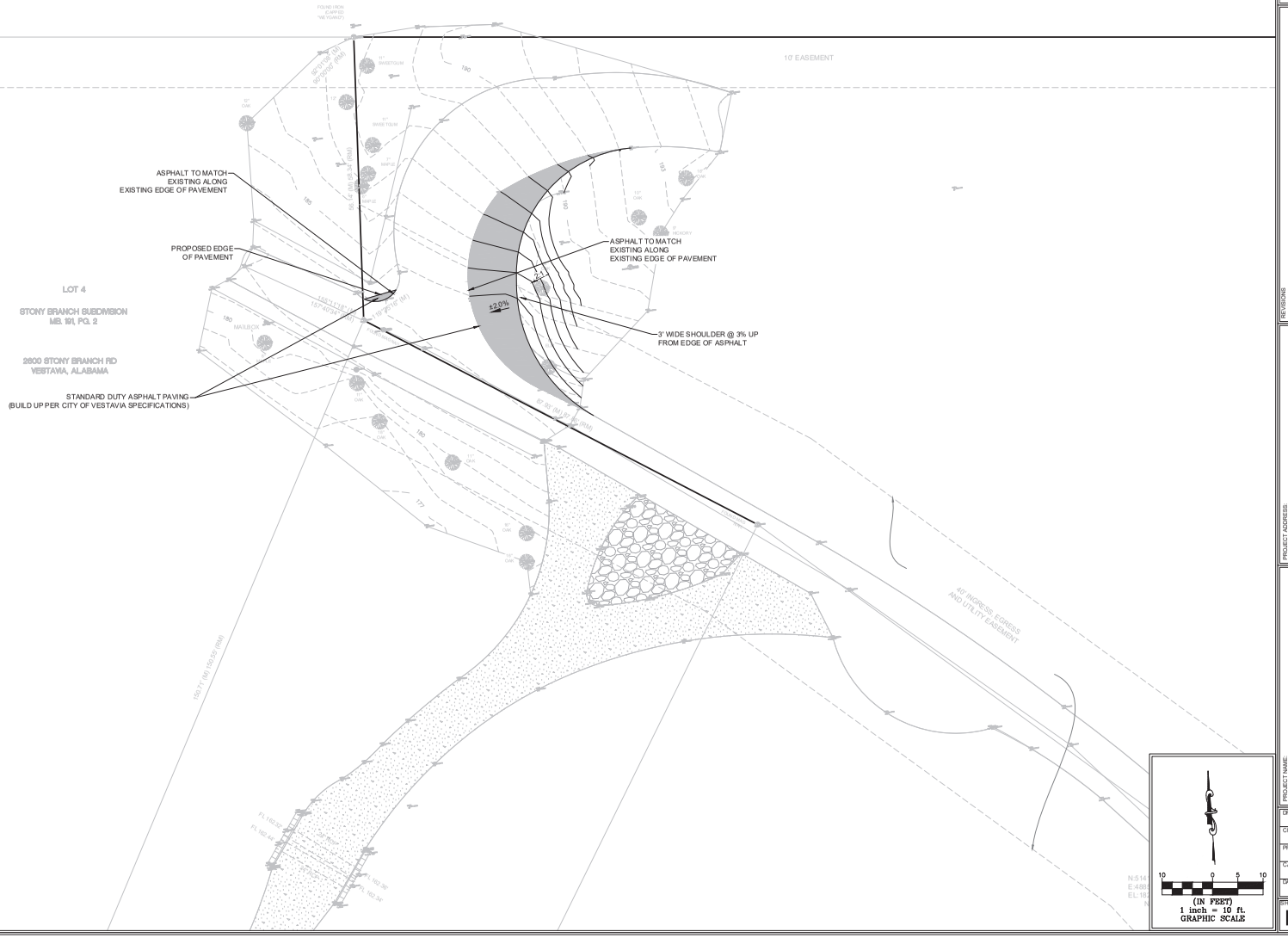
REVISIONS

PROJECT ADDRESS
STONY BRANCH RD
VESTAVIA HILLS, ALABAMA

SHEET TITLE
VESTAVIA FIRE DEPT.
AUTO TURN-REVERSE

PROJECT NAME
STONY BRANCH
SUBDIVISION

DRAWN BY: JCS
CHECKED BY: WHL
PROJECT No.: PAUL0001
CAD FILE: AUTOTURN.dwg
DATE: NOVEMBER 26, 2024
SHEET NO.: EXB1.1



ALABAMA LICENSED PROFESSIONAL ENGINEER No. 27002 JAMES H. LOVVORN

EDG

ENGINEERING DESIGN GROUP

PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158

FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8960

REVISIONS

PROJECT ADDRESS: STONY BRANCH RD VESTAVIA HILLS, ALABMA

SHEET TITLE: GRADING EXHIBIT

PROJECT NAME: STONY BRANCH SUBDIVISION

DRAWN BY: JCS
CHECKED BY: WHL
PROJECT No.: PAUL0001
CAD FILE: AUTOTURN.dwg
DATE: NOVEMBER 26, 2024
SHEET NO.: EXB1.2

Annexation Committee Petition Review

Property: 2610 Stony Branch Rd

Owners: William Green

Date: 5/29/2025

1. The property in question is contiguous to the city limits.
   Yes ✓ No _____ Comments: _____
   _____.

2. The land use of the petitioned property is compatible with land use in the area.
   Yes ✓ No _____ Comments: _____
   _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
   Yes ✓ No _____ Comments _____
   _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
   Yes _____ No ✓ Comments Private Drive
   Rec. Imp. as approved by City Engineer

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of $991,400. Meets city criteria: Yes ✓ No ____
   Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes ✓ No _____
   Number of total homes 4 Number in city 2

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
   Agreed to by petitioner: Yes ✓ No _____ Comment _____
   _____

Property: 2610 Stony Branch Rd

8. A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of $ N/A will be paid to offset costs associated with the annexation.
Yes ✓ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials.
Yes ✓ No _____ Comment _____

10. Are there any concerns from city departments?
Yes _____ No ✓ Comments: _____
Imp to be completed prior to 90 day annex

11. Information on children: Number in family N/A; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

12. Board of Education comments/concerns: N/A

Other Comments: _____

George Pierce
Chairman

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

Millage Multiplier		
0.02055	Ad valorem to City General Fund:	20.55 mills
0.02875	City BOE portion:	28.75 mills
0.0151	District 20 School:	15.1 mills
0.0082	Countywide School:	8.2 mills
0.05205	Ad valorem to Schools (TOTAL):	52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	2610 Stony Branch Dr	**Property Address**		
====>	$ 991,400	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$99,140.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$2,037.33	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$2,850.28	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$4,887.60	**Total County remits to City for split with BOE**	CITY	
$1,497.01	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$812.95	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$2,037.33	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$5,160.24	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$7,197.56	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

PARCEL #:	**28 00 28 2 001 041.001**	**[111-A0]**	Baths: **4.5**	H/C Sqft: **3,723**
OWNER:	WINGETT REBECCA D (50% INT) & GREEN WILLIAM GREGOR..	**18-012.0**	Bed Rooms: **4**	Land Sch: **A114**
ADDRESS:	2610 STONY BRANCH RD BIRMINGHAN AL 35243	Land: **294,400**	Imp: **697,000**	Total: **991,400**
LOCATION:	2610 STONY BRANCH RD AL 35243	Acres: **0.000**	Sales Info: **05/15/2023**	**$61,200**

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	X
EXEMPT CODE:	6-6	DISABILITY CODE:	X
MUN CODE:	01 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$1,007,800.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$294,400
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
BLDG 001	111	$697,000
TOTAL MARKET VALUE **[APPR. VALUE: $991,400]**:		$991,400

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	$99,140	$644.41	$99,140	$644.41	$0.00
COUNTY	3	1	$99,140	$1,338.39	$99,140	$1,338.39	$0.00
SCHOOL	3	1	$99,140	$812.95	$99,140	$812.95	$0.00
DIST SCHOOL	3	1	$99,140	$0.00	$99,140	$0.00	$0.00
CITY	3	1	$99,140	$0.00	$99,140	$0.00	$0.00
FOREST	3	1	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	1	$99,140	$505.61	$99,140	$505.61	$0.00
SPC SCHOOL2	3	1	$99,140	$1,665.55	$99,140	$1,665.55	$0.00

ASSD. VALUE: $99,140.00 **$4,966.91** **GRAND TOTAL: $0.00**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2023052775	5/15/2023
2016109726	10/12/2016
200717-20522	12/06/2007
9802-4407	02/09/1998

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		$0.00
	2023		$0.00
	2022		$0.00
	2021		$0.00
11/4/2020	2020	GREEN WILLIAM GREGORY	$3,738.56
2/3/2020	2019	WINGETT REBECCA	$3,781.69
10/25/2018	2018	WINGETT REBECCA D	$3,545.17
10/27/2017	2017	GREEN WILLIAM	$3,545.17
10/21/2016	2016	WILLIAM GREEN	$3,545.17
11/24/2015	2015	GREEN WILLIAM G	$3,545.17
10/14/2014	2014	-	$3,505.09
11/27/2013	2013	-	$3,505.09
11/5/2012	2012	MED-SURVEY LLC	$3,505.09
20111014	2011	***	$3,544.68
20101018	2010	***	$3,544.68
20091113	2009	***	$3,544.68
20081210	2008	***	$3,604.29
20071121	2007	***	$4,002.96
20070212	2006	***	$3,012.34
20051130	2005	***	$1,489.94
20041207	2004	***	$1,489.94

Fire Department Comments

- Fire Hydrant at the gate is adequate
- Road narrows to 10 feet or less past the gate (14 feet required)
- Adequate turn around lacking
- 2610
    - Driveway is greater than 150 feet from the roadway. The drive surface would need to be assessed by an engineer to ensure they would support the weight of suppression apparatus. Access off of the private road is tight and should be evaluated through a turn study. A Turn study is also necessary to ensure adequate turn around.

- 2620
    - Driveway is greater than 150 feet from the roadway. The culvert and drive surface would need to be assessed by an engineer to ensure they would support the weight of suppression apparatus. Turn study would also necessary to ensure adequate turn around.
- 2630
    - No specific access comments

Aug 6, 2024

ANX-24-7

Board of Education Review

Annexation Application

Status: Complete

Assignee: Scott Brown

Became Active: Jul 19, 2024

Completed: Jul 23, 2024

Applicant

William Green
greggreen1@me.com
2610 STONY BRANCH RD
BIRMINGHAM, AL 35243-2034
205-907-1689

Primary Location

2610 STONY BRANCH RD
VESTAVIA HILLS, AL 35243

Owner:

William Gregory Green
2610 STONY BRANCH RD Stony Branch Rd Vestavia Hills, AL 35243-2034

Comments

Scott Brown, Jul 23, 2024
No objection

Aug 6, 2024

ANX-24-7

Engineering/Public Works Review

Annexation Application

Status: Complete

Assignee: Christopher Brady

Became Active: Jul 19, 2024

Completed: Aug 2, 2024

Applicant

William Green
greggreen1@me.com
2610 STONY BRANCH RD
BIRMINGHAM, AL 35243-2034
205-907-1689

Primary Location

2610 STONY BRANCH RD
VESTAVIA HILLS, AL 35243

Owner:

William Gregory Green
2610 STONY BRANCH RD Stony Branch Rd Vestavia Hills, AL 35243-2034

Comments

Christopher Brady, Aug 2, 2024

See Engineering Review and Recommendations attached. This includes the following:

- Publicly accessible vehicular turnaround at end of Stony Branch outside of private gate.
- Confirm availability of private garbage pickup.
- Review of drainage culverts for structural stability.

ANX-24-7

Annexation Application

Status: Active

Submitted On: 6/4/2024

Primary Location

2610 STONY BRANCH RD
VESTAVIA HILLS, AL 35243

Owner

William Gregory Green
Stony Branch Rd 2610 STONY BRANCH RD Vestavia Hills, AL 35243-2034

Applicant

William Green
205-907-1689
greggreen1@me.com
2610 STONY BRANCH RD
BIRMINGHAM, AL 35243-2034

Owner Information

Owner's Name*

William Gregory Green and Rebecca Dyar Wingett

Owner Mailing Address Inc. City, State, Zip*

2610 Stony Branch Rd, Birmingham, AL 35243

Property Information

Address of Property to be annexed?*

2610 Stony Branch Rd, Birmingham, AL
35243 35243

Legal Description of Property to be Annexed*

Parcel ID: 28 00 28 2 001 041.001
STONY BRANCH SUB 28-28-2
Book: 191, Page 2
Township: 18S
Section: 28
Block: 001 (not found, but extracted from Parcel #)
Lot: 1

Lot 1, according to the Map and Survey of Stony Branch Subdivision, as recorded in Map Book 191, Page 2, in the Office of the Judge of Probate of Jefferson County, Alabama. Subject to and together with a non-exclusive 40 foot easement for ingress and egress and public utilities as shown by record plat.

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 28 2 001 041.001

County Zoning Classification

Zoning: E-1 - ESTATE

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH E-2 Estate

Desired Zoning Classification

VH E-2 Estate

Is this a single-family residence with no additional development?*

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

Property value, conform to neighbors on Stony Branch Rd., adjacent Blue Jay Rd. and Magnolia Ridge, desire school zoning in Vestavia Hills Elementary Dolly Ridge where daughter teaches (Amy Stuckey). Property co-owner Rebecca Wingett retired from 25 years at Vestavia Hills High School (name was Rebecca Patterson). City services. Both property owners are elderly and property is ideal for families with school age children (5 BR, 4.5 Baths).

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

Adult children, both attended Vestavia schools.

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

–

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information

Attachments

Owner's Notarized Affidavit REQUIRED
Resolution page 8 3 signatures 20240528.pdf
Uploaded by William Green on Jun 4, 2024 at 10:35 AM

"As Built" survey of property (if available)
2610 Green.Wingett_2630 Kuckens_2620 Paul.png
Uploaded by William Green on Jun 4, 2024 at 12:24 PM

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)	**DESCRIPTION OF PROPERTY**
William A Paul / Karen Paul	Lot 3 Block ____ Survey Stony Branch Subdivision MAP BOOK 191, page 2
William G Green / Rebecca Wingett	Lot 1 Block ____ Survey Stony Branch Subdivision Map Book 191, page 2
Edward Kuchan / Gloria Kuchan	Lot 2 Block ____ Survey STONY BRANCH SUBDIVISION MAP BOOK 191, page 2

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson **COUNTY**

William G. Green being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Signature of Certifier

Subscribed and sworn before me this the 28 day of May, 2024.

DANIEL S SEGUIN NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public

My commission expires: 4/20/2026

PARCEL #:	**28 00 28 2 001 041.001**	**[111-A0]**	Baths: **4.5**	H/C Sqft: **3,723**
OWNER:	WINGETT REBECCA D (50% INT) & GREEN WILLIAM GREGOR..	**18-012.0**	Bed Rooms: **4**	Land Sch: **A114**
ADDRESS:	2610 STONY BRANCH RD BIRMINGHAN AL 35243	Land: **294,400**	Imp: **713,400**	Total: **1,007,800**
LOCATION:	2610 STONY BRANCH RD AL 35243	Acres: **0.000**	Sales Info: **05/15/2023**	**$61,200**

LAND COMPUTATION

		Code	Acerage	Square Foot	Market Value	CU. Value
A114	3	111 HOUSEHOLD UNITS	1.84	80150.4	$294,400.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: STONY BRANCH SUB 28-28-2 MAP BOOK: 191 PAGE: 2
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: SECONDARY BLOCK: 0
PRIMARY LOT: 1 SECONDARY LOT: 0

METES AND BOUNDS: LOT 1 STONY BRANCH SUBDIVISION PB 191 PG 2

SALES INFORMATION

5/15/2023	$61,200.00	2 **BOOK:**2023 **PAGE:**052775	Land & Building	WINGETT REBECCA D (50% INT) & GREEN WILLIAM GREGORY (50%)
10/12/2016	$0.00	2 **BOOK:**2016 **PAGE:**109726	Land & Building	WINGETT REBECCA D (57.42% INT) & GREEN WILLIAM GREGORY (42.58%)
2/1/1998	$149,000.00	1 **BOOK:**9802 **PAGE:**004407	Land	

ORDINANCE NUMBER 3287

ANNEXING CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, on the 23rd day of June, 2025, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2620 Stony Branch Road
Lot 3, Stony Branch Subdivision
William and Karen Paul, owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 22nd day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

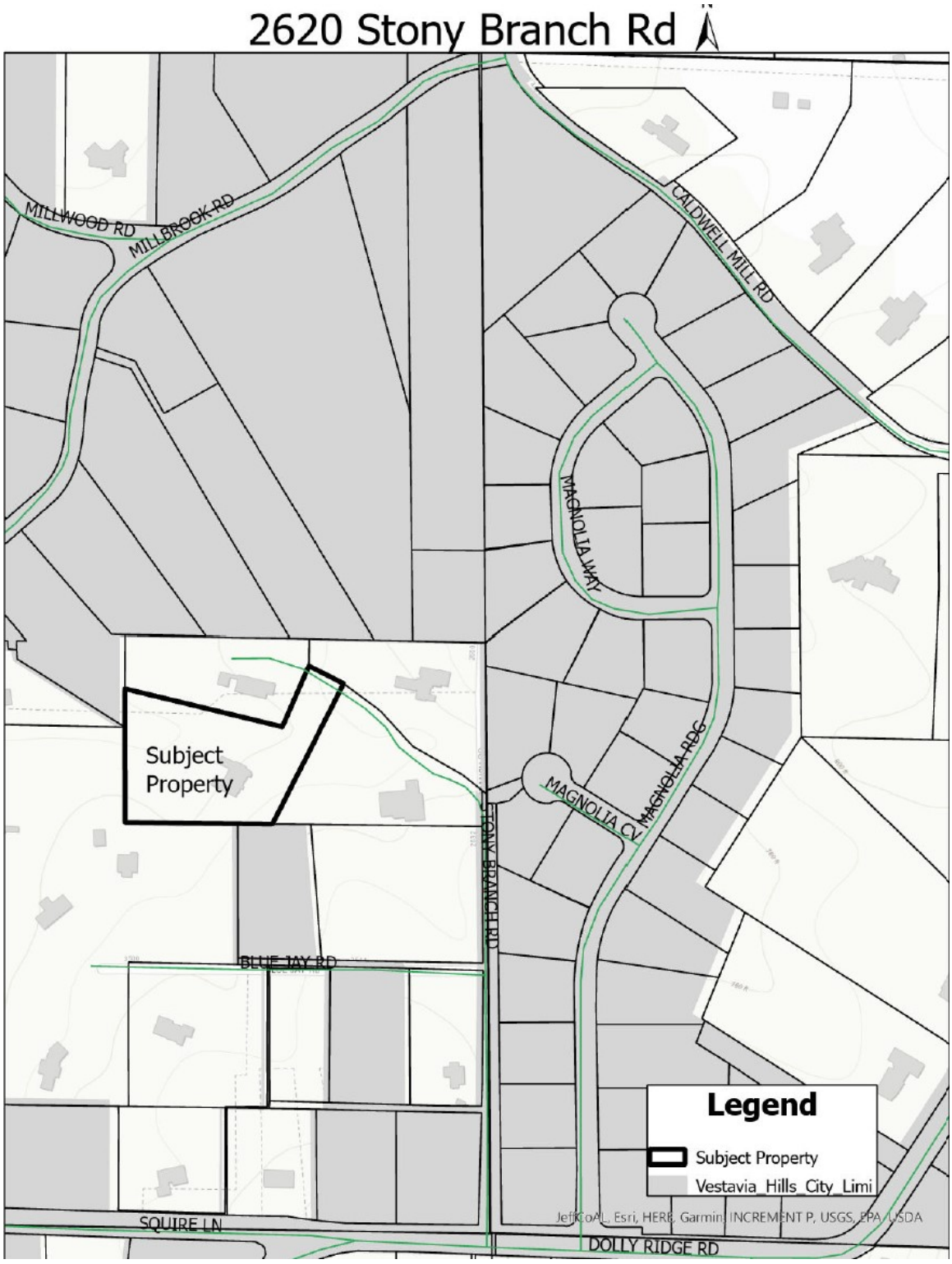
Rebecca Leavings
City Clerk

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 3287 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of September, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk


2620 Stony Branch Rd
MILLWOOD RD
MILLBROOK RD
CALDWELL MILL RD
MAGNOLIA WAY
MAGNOLIA RDG
MAGNOLIA CV
Subject Property
STONY BRANCH RD
BLUE JAY RD
SQUIRE LN
DOLLY RIDGE RD
Legend
Subject Property
Vestavia_Hills_City_Limi
Jeff Co AL, Esri, HERE, Garmin, INCREMENT P, USGS, FPA, USDA

Annexation Committee Petition Review

Property: 2620 Stony Branch Rd

Owners: Wm & Karen Paul

Date: 5/29/2025

1. The property in question is contiguous to the city limits.
   Yes ✓ No _____ Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
   Yes ✓ No _____ Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
   Yes ✓ No _____ Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
   Yes _____ No ✓ Comments Private Drive
   Imp rec. & approved by City Eng.

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of $801,000. Meets city criteria: Yes ✓ No ____
   Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes ✓ No _____
   Number of total homes 4 Number in city 2

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
   Agreed to by petitioner: Yes ✓ No _____ Comment _____

Property: 2620 Stony Branch Rd

8. A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of $ 0/0 will be paid to offset costs associated with the annexation.
Yes ✓ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials.
Yes ✓ No _____ Comment _____

10. Are there any concerns from city departments?
Yes ✓ No _____ Comments: Imp of drive to be completed by 90-day planner

11. Information on children: Number in family N/A; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

12. Board of Education comments/concerns: _____
N/A

Other Comments: _____

George Pierce
George Pierce
Chairman

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

Millage Multiplier		
0.02055	Ad valorem to City General Fund:	20.55 mills
0.02875	City BOE portion:	28.75 mills
0.0151	District 20 School:	15.1 mills
0.0082	Countywide School:	8.2 mills
0.05205	Ad valorem to Schools (TOTAL):	52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	**2620 Stony Branch Dr**	**Property Address**		
====>	**$ 801,000**	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$80,100.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$1,646.06	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$2,302.88	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$3,948.93	**Total County remits to City for split with BOE**	CITY	
$1,209.51	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$656.82	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$1,646.06	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$4,169.21	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$5,815.26	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

PARCEL #:	**28 00 28 2 001 041.003**	**[111-B+]**	Baths: **2.5**	H/C Sqft: **4,036**
OWNER:	PAUL WILLIAM A & KAREN B	**18-012.0**	Bed Rooms: **3**	Land Sch: **A114**
ADDRESS:	2620 STONY BRANCH RD BIRMINGHAM AL 35243-2034	Land: **213,600**	Imp: **587,400**	Total: **801,000**
LOCATION:	2620 STONY BRANCH RD AL 35243	Acres: **0.000**	Sales Info: **01/11/2022**	**$622,750**

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	X
EXEMPT CODE:	3-2	DISABILITY CODE:	
MUN CODE:	01 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$816,000.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$213,550
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
POOL GUNITE 60	29G0600	$48,800
BLDG 001	111	$538,600
TOTAL MARKET VALUE **[APPR. VALUE: $801,000]**:		$800,950

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	$67,900	$441.35	$67,900	$441.35	$0.00
COUNTY	3	1	$67,900	$916.65	$2,000	$27.00	$889.65
SCHOOL	3	1	$67,900	$556.78	$0	$0.00	$556.78
DIST SCHOOL	3	1	$67,900	$0.00	$0	$0.00	$0.00
CITY	3	1	$67,900	$0.00	$0	$0.00	$0.00
FOREST	3	1	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	1	$67,900	$346.29	$0	$0.00	$346.29
SPC SCHOOL2	3	1	$67,900	$1,140.72	$0	$0.00	$1,140.72

ASSD. VALUE: $67,900.00 **$3,401.79** **GRAND TOTAL: $2,933.44**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2022005147	1/11/2022
201512300105507	10/23/2015
201218-4296	9/28/2012
200407-1709	05/11/2004
9806-8276	05/21/1998

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/26/2024	2024		$2,933.44
12/19/2023	2023	KAREN PAUL	$2,933.44
11/11/2022	2022	KAREN PAUL	$2,933.44
10/17/2021	2021	KAREN PAUL	$2,688.41
12/14/2020	2020	KAREN PAUL	$2,688.41
11/8/2019	2019	PAUL WILLIAM A & KAREN B	$2,497.41
10/25/2018	2018	WILUAM A PAUL KAREN PAUL	$2,938.96
10/12/2017	2017	WILLIAM A PAUL KAREN PAUL	$2,938.96
11/4/2016	2016	PAUL KAREN B	$2,938.96
10/27/2015	2015	WILLIAM A PAUL KAREN PAUL	$2,938.96
10/20/2014	2014	-	$2,903.89
10/22/2013	2013	-	$2,489.06
1/16/2013	2012	PAUL WILLIAM A & NANCY J	$2,488.57
20111216	2011	***	$2,579.76
20101201	2010	***	$2,579.76
20091212	2009	***	$2,579.76
20081212	2008	***	$2,623.33
20071205	2007	***	$2,607.30
20061209	2006	***	$2,564.21
20051116	2005	***	$2,461.52
20041206	2004	***	$2,309.70

- Fire Hydrant at the gate is adequate
- Road narrows to 10 feet or less past the gate (14 feet required)
- Adequate turn around lacking
- 2610
    - Driveway is greater than 150 feet from the roadway. The drive surface would need to be assessed by an engineer to ensure they would support the weight of suppression apparatus. Access off of the private road is tight and should be evaluated through a turn study. A Turn study is also necessary to ensure adequate turn around.

- 2620
    - Driveway is greater than 150 feet from the roadway. The culvert and drive surface would need to be assessed by an engineer to ensure they would support the weight of suppression apparatus. Turn study would also necessary to ensure adequate turn around.
- 2630
    - No specific access comments

Aug 6, 2024

ANX-24-6

Fire Department Review

Annexation Application

Status: Complete

Assignee: Ryan Farrell

Became Active: Jul 19, 2024

Completed: Aug 2, 2024

Applicant

William Paul
ap253@aol.com
2620 Stony Branch Road
Birmingham, AL 35243
205-266-5728

Primary Location

2620 STONY BRANCH RD
VESTAVIA HILLS, AL 35243

Comments

Ryan Farrell, Aug 2, 2024

Comments added as an attachment

William Paul, Aug 2, 2024

We have had Fire trucks at 2620 before. Additionally, when we built a swimming pool we had multiple dump truck loads of dirt come over the culvert/bridge @ 2620 to build up the back yard and large dump trucks of gunite to build the pool come over the culvert/bridge @ 2620 without incident.

Aug 6, 2024

ANX-24-6

Board of Education Review

Annexation Application

Status: Complete

Assignee: Scott Brown

Became Active: Jul 19, 2024

Completed: Jul 23, 2024

Applicant

William Paul
ap253@aol.com
2620 Stony Branch Road
Birmingham, AL 35243
205-266-5728

Primary Location

2620 STONY BRANCH RD
VESTAVIA HILLS, AL 35243

Comments

Scott Brown, Jul 23, 2024

No objection

Aug 6, 2024

ANX-24-6

Engineering/Public Works Review

Annexation Application

Status: Complete

Assignee: Christopher Brady

Became Active: Jul 19, 2024

Completed: Aug 2, 2024

Applicant

William Paul
ap253@aol.com
2620 Stony Branch Road
Birmingham, AL 35243
205-266-5728

Primary Location

2620 STONY BRANCH RD
VESTAVIA HILLS, AL 35243

Comments

Christopher Brady, Aug 2, 2024

See Engineering Review and Recommendations attached. This includes the following:

- Publicly accessible vehicular turnaround at end of Stony Branch outside of private gate.
- Confirm availability of private garbage pickup.
- Review of drainage culverts for structural stability.

William Paul, Aug 2, 2024

*Our trash/garbage pick up is through Amwaste. 2620 and 2630 have curbside pick up. 2610 already receives back door pick up. *We have had Fire trucks at 2620 before. Additionally, when we built a swimming pool we had multiple dump truck loads of dirt come over the culvert/bridge @ 2620 to build up the back yard and large dump trucks of gunite to build the pool come over the culvert/bridge @ 2620 without incident.

ANX-24-6

Annexation Application

Status: Active

Submitted On: 5/31/2024

Primary Location

2620 STONY BRANCH RD
VESTAVIA HILLS, AL 35243

Owner

Applicant

William Paul
205-266-5728
ap253@aol.com
2620 Stony Branch Road
Birmingham, AL 35243

Owner Information

Owner's Name*

William A. Paul, Karen B. Paul

Owner Mailing Address Inc. City, State, Zip*

2620 Stony Branch Road, Jefferson County, 35243

Property Information

Address of Property to be annexed?*

2620 Stony Branch Road, Jefferson county, 35243

Legal Description of Property to be Annexed*

Lot 3, Stony Branch Subdivision, Map Book 191, page 2

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 28 2 001 041.003

County Zoning Classification

JC E-1

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH E-2

Desired Zoning Classification

VH E-2

Is this a single-family residence with no additional development?*

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

1. Desire Vestavia city services. 2. Will improve property value

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

No children living on property

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

No

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information

Attachments

Owner's Notarized Affidavit REQUIRED
Vestavia Affidavit.pdf
Uploaded by William Paul on May 31, 2024 at 3:12 PM

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority that we are the owners of said property requesting annexation:

SIGNATURES:

William A. Paul _____ Lot 3 Blk _____ Survey Stony Branch Subdivision MAP BOOK 191, page 2

_____ Lot _____ Blk _____ Survey 2620 Stony Branch Road

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

STATE OF ALABAMA

Jefferson COUNTY

William A. Paul being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of the owners of the property to be annexed by this petition.

William A. Paul
Signature of Certifier

Subscribed and sworn before me on this 31 day of May, 2024.

Kiersten Michelle Fish
Notary Public

My Commission Expires: 8/27/2027.

KIERSTEN MICHELLE FISH NOTARY PUBLIC ALABAMA STATE AT LARGE

PARCEL #:	**28 00 28 2 001 041.003**	**[111-B+]**	Baths: **2.5**	H/C Sqft: **4,036**
OWNER:	PAUL WILLIAM A & KAREN B	**18-012.0**	Bed Rooms: **3**	Land Sch: **A114**
ADDRESS:	2620 STONY BRANCH RD BIRMINGHAM AL 35243-2034	Land: **213,600**	Imp: **602,400**	Total: **816,000**
LOCATION:	2620 STONY BRANCH RD AL 35243	Acres: **0.000**	Sales Info: **01/11/2022**	**$622,750**

LAND COMPUTATION

		Code	Acerage	Square Foot	Market Value	CU. Value
A414	3	111 HOUSEHOLD UNITS	1.53	66646.8	$53,550.00	
A114	3	111 HOUSEHOLD UNITS	1	43560	$160,000.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: STONY BRANCH SUB 28-28-2
SUB DIVISON2:

MAP BOOK: 191 PAGE: 2
MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK:
PRIMARY LOT: 3

SECONDARY BLOCK: 0
SECONDARY LOT: 0

METES AND BOUNDS: LOT 3 STONY BRANCH SUBDIVISION PB 191 PG 2

SALES INFORMATION

1/11/2022	$622,750.00	2	**BOOK:**2022 **PAGE:**005147	Land & Building	PAUL WILLIAM A & KAREN B
10/23/2015	$100.00	2	**BOOK:**2015 **PAGE:**12300105507	Land & Building	PAUL WILLIAM A & KAREN B
5/1/2004	$539,000.00	1	**BOOK:**200407 **PAGE:**001709	Land & Building	
5/1/1998	$169,000.00	1	**BOOK:**9806 **PAGE:**008276	Land	

ORDINANCE NUMBER 3288

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 E-1 TO VESTAVIA HILLS E-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-1 (estate low-density residential) to Vestavia Hills E-2 (estate low-density residential):

2610 and 2520 Stony Branch Road
Lots 1 and 3, Stony Branch Subdivision
William Green and William Paul, owner(s)

APPROVED and ADOPTED this the 22nd day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

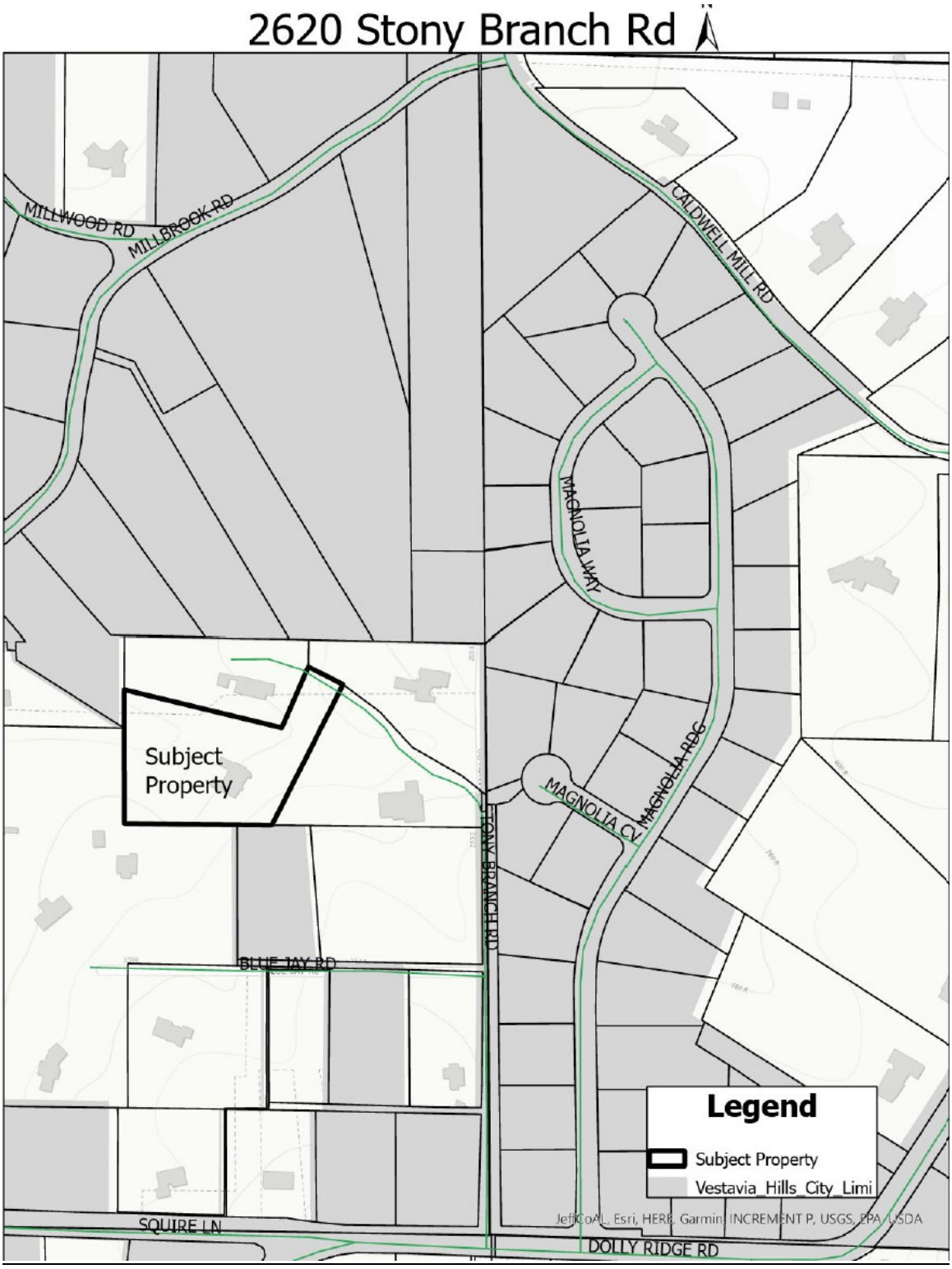
CERTIFICATION:

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 3288 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of September, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

2610 Stony Branch Road
CALDWELL MILL RD
MAGNOLIA WAY
Subject Property
MAGNOLIA CV
MAGNOLIA RDG
STONY BRANCH RD
BLUE JAY RD
SQUIRE LN
DOLLY RIDGE RD
CARDINAL CIR
ST JOSEPH RD
JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA


2620 Stony Branch Rd
MILLWOOD RD
MILLBROOK RD
CALDWELL MILL RD
MAGNOLIA WAY
MAGNOLIA RDG
MAGNOLIA CV
Subject Property
TONY BRANCH RD
BLUE JAY RD
SQUIRE LN
DOLLY RIDGE RD
Legend
Subject Property
Vestavia_Hills_City_Limi
Jeff Co AL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

Case Number:	RZ-25-5	Representative:	same as above
Owner Name:	William & Karen and William & Rebecca Green	Rep. Address:	
Owner Address:	2620 Stony Branch Road Birmingham, AL, 35243 and 2610 Stony Branch Rd.		

Project Address:	2610 and 2620 Stony Branch Road
Legal Description:	Lots 1 and 3 Stony Branch
Parcel ID Number:	
Current Zoning:	Jefferson County E-1
Requested Zoning:	Vestavia Hills E-2
Intended Purpose:	Annexation into Vestavia Hills

P&Z Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 2610 & 2620 Stony Branch Rd. from Jefferson County E-1 to Vestavia Hills E-2.
Second was by Mr. Honeycutt. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes	Mr. Vercher – yes
Mr. Romeo – yes	Mr. Weaver– yes
Mr. Blackenburg – yes	Mr. Sykes– yes
Mr. Honeycutt– yes	Ms. Cochran-yes

Motion carried.

Date of P&Z Meeting: August 14, 2025

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair

Issued by: Conrad Garrison, City Planner

Rezoning Application

RZ-25-5

Submitted On: Jun 30, 2025

Applicant

William Paul
205-266-5728
@ ap253@aol.com

Primary Location

2620 STONY BRANCH RD
VESTAVIA HILLS, AL 35243

Additional Locations

2610 STONY BRANCH RD, VESTAVIA HILLS AL 35243

User Advisory

Property Information

Subject Property Address

2620 Stony Branch Road

Tax Parcel ID Number

--

Legal Description

--

Existing Parking Spaces

--

Proposed Parking Spaces

--

Submission Date

06/24/2025

Type of Project

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification

Jefferson County E-1

To Requested Zoning Classification

Vestavia Hills R-2

For the Intended Purpose of:

Annexation into Vestavia Hills

Acreage of Subject Property

2.5 acres

Acreage of Property to be Disturbed

0

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).

true

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

William Paul

Company Name

--

Owner Address City State Zip

2620 Stony Branch Road Birmingham, AL, 35243

Owner's Phone Number

2052665728

Email Address of Owner

ap253@aol.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.

true

Owner Representative/Responsible Party

same as above

Company Name

--

Contact Email of Responsible Party

--

Mailing Address of Responsible Party

--

Phone No. of Responsible Party

--

Email Address of Responsible Party

--

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

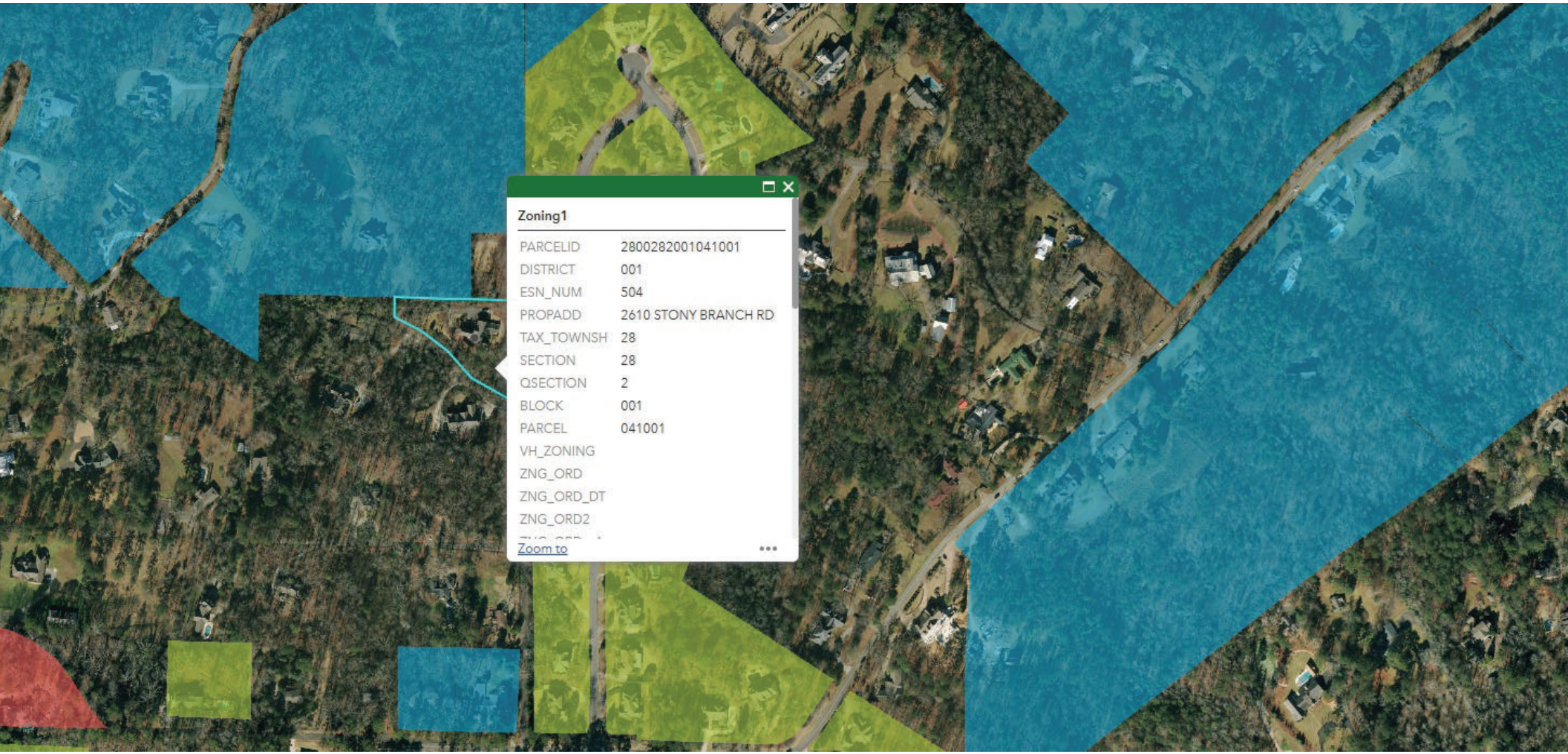
--

Phone Number

--

Email

--


Zoning1
PARCELID 2800282001041001
DISTRICT 001
ESN_NUM 504
PROPADD 2610 STONY BRANCH RD
TAX_TOWNSH 28
SECTION 28
QSECTION 2
BLOCK 001
PARCEL 041001
VH_ZONING
ZNG_ORD
ZNG_ORD_DT
ZNG_ORD2
Zoom to

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Conrad Garrison, City Planner

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3289 - Rezoning - 3112 Sunview Drive; Rezoning from Vestavia Hills R-5 to Vestavia Hills R-4 for an existing home with an approved front setback of 34 feet; Mary Lu Roberts, owner

---

Background:
This property currently has a home existing on it. It's owned by the owner of the adjacent apartments and is built at a 34' front setback as the property is shallow in depth. The property owner was concerned that the current zoning would not allow her to replace her home should it need to be demolished and rebuilt. This request is to rezone to a single-family zoning classification with an approval of a front setback of 34' in lieu of the required 40' front.

Recommendation:
P&Z Commission unanimously recommended rezoning approval with the adjustment of a 34' approved front setback

Fiscal Impact:

na

Attachments:

1. Ordinance Number 3289

ORDINANCE NUMBER 3289

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-5 TO VESTAVIA HILLS R-4

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-5 (multi-family residential) to Vestavia Hills R-4 (medium density residential):

3112 Sunview Drive
Mary Lu Roberts, owner(s)

More particularly described as follows:

Part Of The SW 1/4 Of The SE 1/4 Of Section 15, Township 18, Range 2 West, Jefferson County, Alabama, More Particularly Described As Follows: Begin At The Northwest Corner Of Said SW 1/4 Of SE 1/4; Thence Run Southwardly Along The West Line Of Said 1/4-1/4 Section For A Distance Of 524.14 Feet; Thence Turn An Angle To The Left Of 85 Degrees 30 Minutes And Run Southwardly For A Distance Of 256 Feet; Thence Turn An Angle 85 Degrees 30 Minutes And Run Southwardly And Parallel With The West Line Of Said 1/4-1/4 Section For A Distance Of 144.8 Feet To A Point On The North Right Of Way Line Of A Public Road, Said Point Being The Point Of Beginning Of The Tract Here Described; Thence Turn An Angle Of 180 Degrees And Run Northwardly And Parallel With The West Line Of Said 1/4-1/4 Section For A Distance Of 144.8 Feet; Thence Turn An Angle To The Right Of 94 Degrees 30 Minutes And Run Eastwardly For A Distance Of 108 Feet; Thence Turn An Angle To The Right Of 85 Degrees 30 Minutes And Run Southwardly And Parallel With The West Line Of Said 1/4-1/4 Section For A Distance Of 120 Feet, More Or Less, To A Point On Said North Right Of Way Line Of Public Road; Thence Run Westwardly Along Said North Right Of Way Line For A Distance Of 108.4 Feet, More Or Less, To The Point Of Beginning.

BE IT FURTHER ORDAINED that said property has a home currently existing on the property and this rezoning would be to allow it to rebuild should it ever need rebuilding. Therefore, the City Council also approves that, in case of any extensive

renovations or rebuilding, that the front setback remain reduced from the required 40 feet to the existing 25feet (see attached as-built survey); and

APPROVED and ADOPTED this the 22nd day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

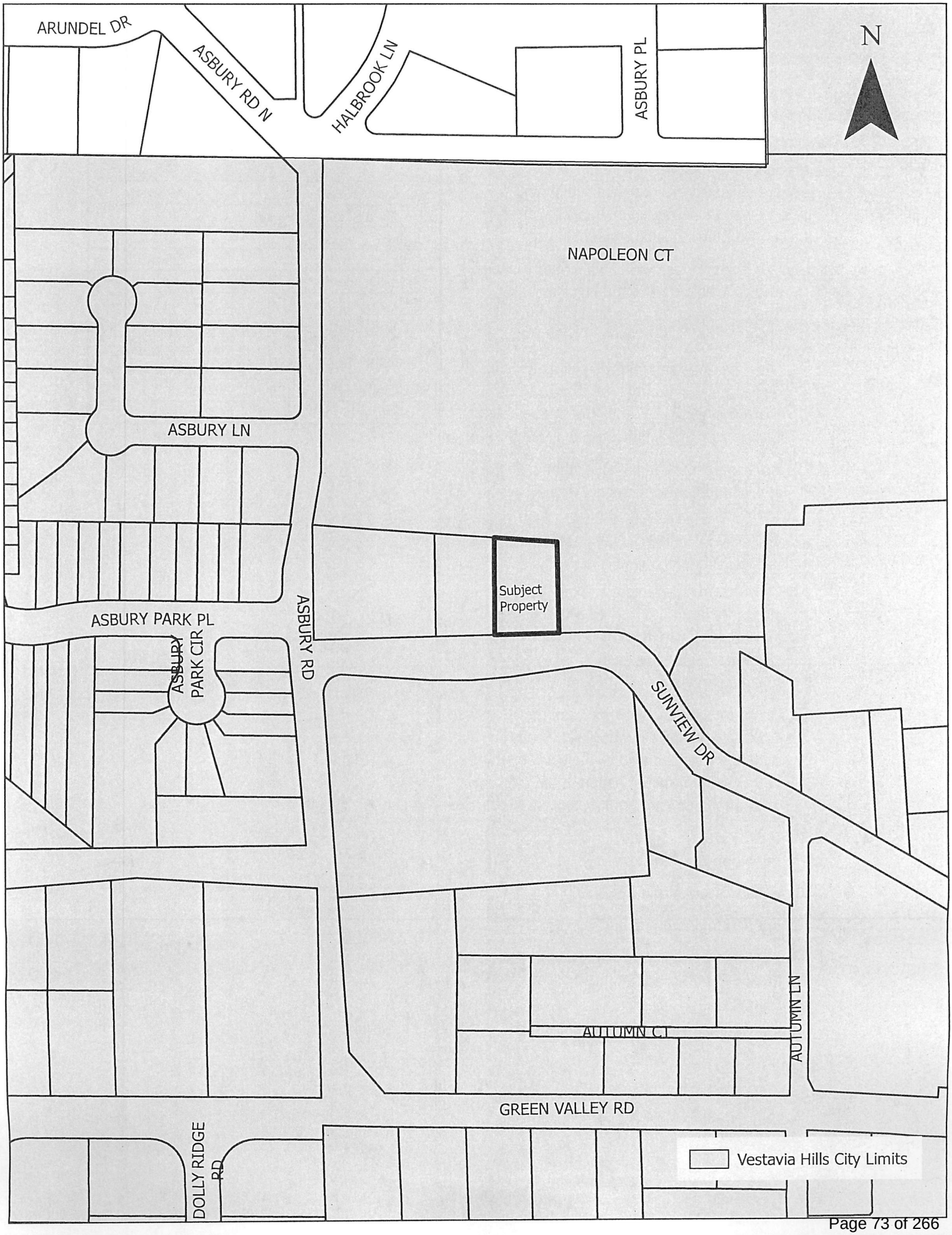
Rebecca Leavings
City Clerk

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 3289 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of September, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk


ARUNDEL DR
ASBURY RD N
HALBROOK LN
ASBURY PL
N
NAPOLEON CT
ASBURY LN
Subject Property
ASBURY PARK PL
ASBURY PARK CIR
ASBURY RD
SUNVIEW DR
AUTUMN CT
AUTUMN LN
GREEN VALLEY RD
DOLLY RIDGE RD
Vestavia Hills City Limits

City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

Case Number: RZ-25-4

Owner Name: Mary Lu Roberts

Owner Address: 3112 Sunview Drive Vestavia AL 35243

Representative:

Rep. Address:

Project Address:	3112 Sunview Drive
Legal Description:	COM NE INTER OF SUNVIEW DR & ASHBURY RD TH E 250 FT TO POB TH N 144.8 FT TH SE 108 FT TH S 120 FT TH W 108.4 FT TO POB SECT 15 TWSP 18S RANGE 2W
Parcel ID Number:	28 00 15 4 009 016.001
Current Zoning:	R5 MULTIFAMILY
Requested Zoning:	R4 RESIDENTIAL with Approval of a Front Setback of 25 ft. for the Existing House
Intended Purpose:	homeowner wishes to change zoning for insurance purposes; Homeowner also requests approval of alternate front setback at 25' for the existing home.

P&Z Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 3112 Sunview Dr. from Vestavia Hills R-5 to Vestavia Hills R-4 with a 25' front setback.
Second was by Mr. Blackenburg. Motion was carried on a roll call; vote as follows:

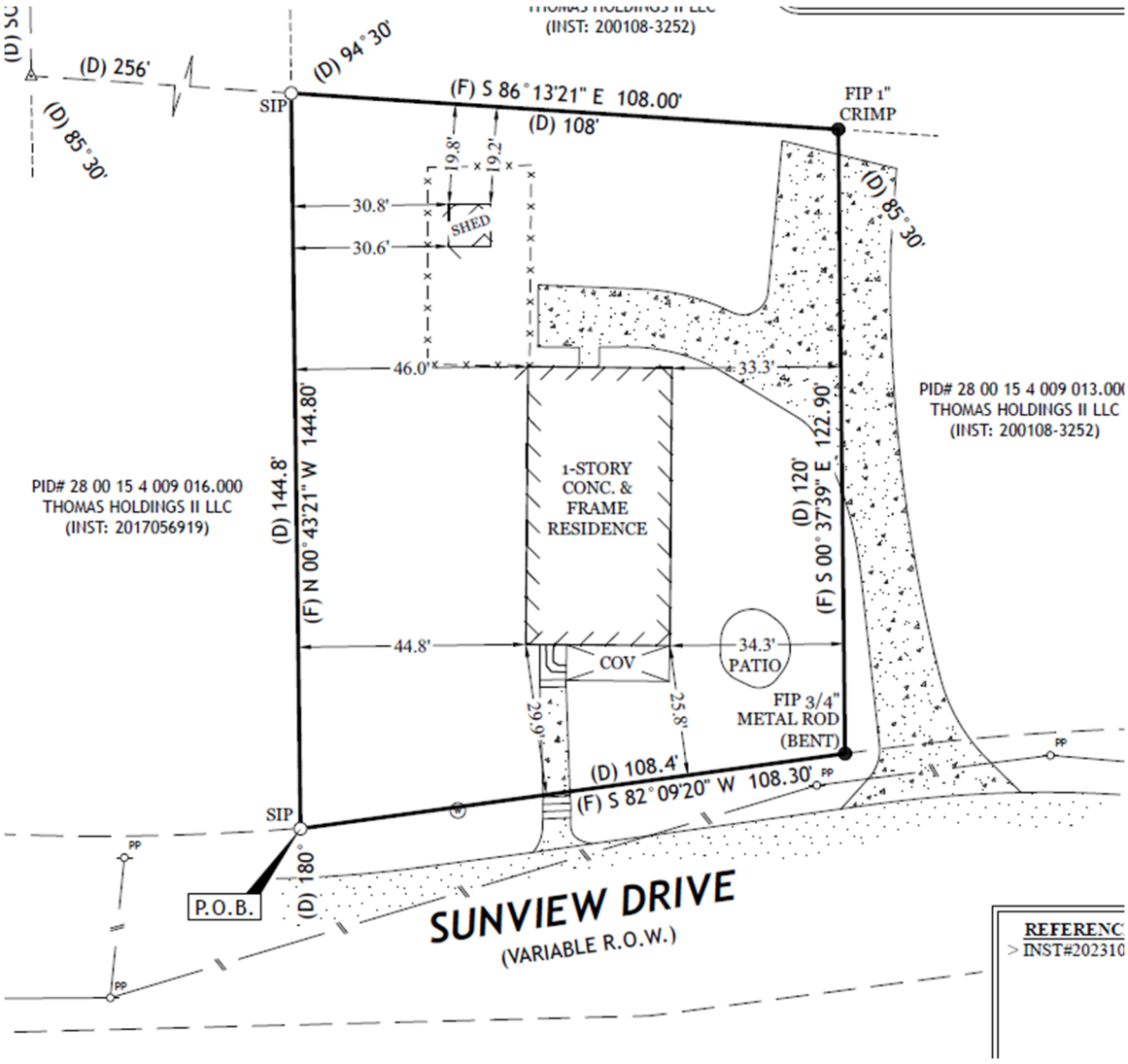
Mr. Farrell – yes	Mr. Vercher – yes
Mr. Romeo – yes	Mr. Weaver– yes
Mr. Blackenburg – yes	Mr. Sykes– yes
Mr. Honeycutt– yes	Ms. Cochran-yes

Motion carried.

Date of P&Z Meeting: August 14, 2025

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair

Issued by: Conrad Garrison, City Planner


(INST: 200108-3252)
(D) 256'
(D) 94°30'
(D) 85°30'
SIP
(F) S 86°13'21" E 108.00'
(D) 108'
FIP 1" CRIMP
19.8'
19.2'
30.8'
30.6'
SHED
(D) 85°30'
46.0'
33.3'
PID# 28 00 15 4 009 013.000
THOMAS HOLDINGS II LLC
(INST: 200108-3252)
PID# 28 00 15 4 009 016.000
THOMAS HOLDINGS II LLC
(INST: 2017056919)
(D) 144.8'
(F) N 00°43'21" W 144.80'
1-STORY CONC. & FRAME RESIDENCE
(D) 120'
(F) S 00°37'39" E 122.90'
44.8'
COV
34.3' PATIO
29.9'
25.8'
FIP 3/4" METAL ROD (BENT)
(D) 108.4'
(F) S 82°09'20" W 108.30'
PP
SIP
P.O.B.
(D) 180°
SUNVIEW DRIVE
(VARIABLE R.O.W.)
REFERENC
INST#202310

From: Mary Roberts
To: Conrad Garrison
Subject: [External] amendment to application for rezoning 3112 Sunview Drive
Date: Tuesday, July 8, 2025 11:56:24 AM

Hi Conrad
Please update the application for rezoning on my house to R-4 instead of R-1. I want to rezone the house so that I can be able to rebuild the house should any reason the house is destroyed. All setbacks can remain the same and no variances will be necessary.
Let me know if you need any further information.
Sincerley

Mary Lu Roberts
Chateau Orleans Realty Company
O 205-967-1140
3125 Napoleon Ct,
Vestavia, AL 35243

Rezoning Application

RZ-25-4

Submitted On: Jun 25, 2025

Applicant

MARY LU ROBERTS
205-902-2325
@ corealty@att.net

Primary Location

3112 SUNVIEW DR
VESTAVIA HILLS, AL 35243

User Advisory

Property Information

Subject Property Address

3112 Sunview Drive

Tax Parcel ID Number

28 00 15 4 009 016.001

Legal Description

COM NE INTER OF SUNVIEW DR & ASHBURY RD TH E 250 FT TO POB TH N 144.8 FT TH SE 108 FT TH S 120 FT TH W 108.4 FT TO POB SECT 15 TWSP 18S RANGE 2W

Existing Parking Spaces

--

Proposed Parking Spaces

--

Submission Date

06/25/2025

Type of Project

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification

R5 MULTIFAMILY

To Requested Zoning Classification

R1 RESIDENTIAL

For the Intended Purpose of:

homeowner wishes to change zoning for insurance purposes

Acreage of Subject Property

1

Acreage of Property to be Disturbed

0

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).

true

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

Mary Lu Roberts

Company Name

--

Owner Address City State Zip

3112 Sunview Drive Vestavia AL 35243

Owner's Phone Number

205-902-2325

Email Address of Owner

corealty@att.net

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.

true

Owner Representative/Responsible Party

--

Company Name

--

Contact Email of Responsible Party

--

Mailing Address of Responsible Party

--

Phone No. of Responsible Party

--

Email Address of Responsible Party

--

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

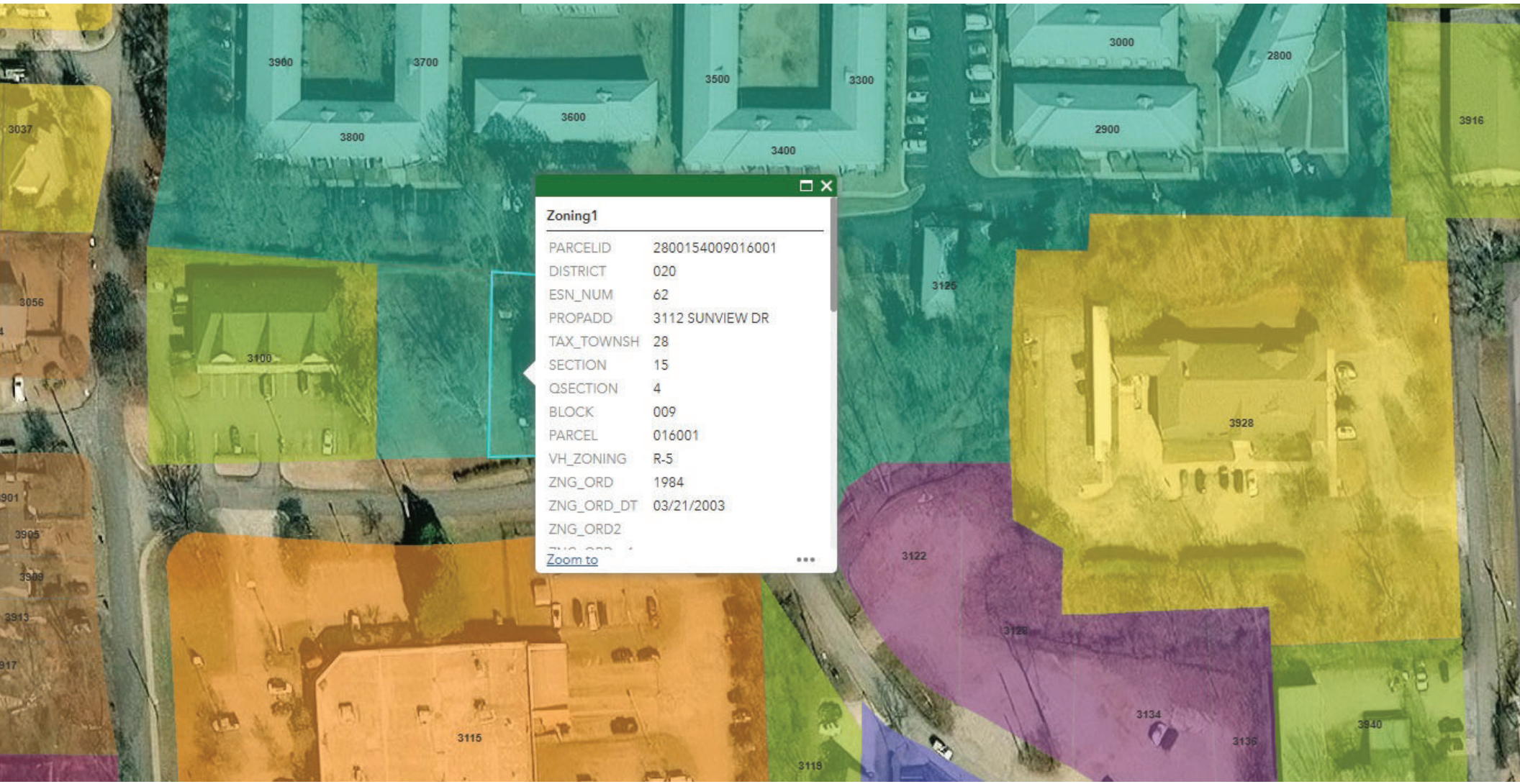
--

Phone Number

--

Email

--


Zoning1
PARCELID 2800154009016001
DISTRICT 020
ESN_NUM 62
PROPADD 3112 SUNVIEW DR
TAX_TOWNSH 28
SECTION 15
QSECTION 4
BLOCK 009
PARCEL 016001
VH_ZONING R-5
ZNG_ORD 1984
ZNG_ORD_DT 03/21/2003
ZNG_ORD2
Zoom to
3960
3700
3500
3300
3000
2800
3600
3800
3400
2900
3916
3037
3125
3056
3100
3928
3122
3905
3909
3913
3917
3115
3126
3134
3136
3940
3119

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Ethan Fisher, City Engineer

Cc: Lori Beth Kearley, Public Services Director
Christopher Brady, City Engineer

RE: Public Hearing - Ordinance Number 3296 - An Ordinance Accepting a Bid for the City of Vestavia Hills Highway 31 Gateway Sign and Authorizing the Mayor and City Manager to execute any and all agreements for said project

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Background:
The Highway 31 Gateway project is part of Strategic Plan Priority Area 1. This project is a step in the phased beautification of Highway 31. Improvements are planned for both sides of Highway 31 at the Columbiana Road Intersection and I-65 off-ramp. The improvements include a large Vestavia Hills Gateway Sign, landscaping upgrades, and smaller monument sign. The civil plans may be accessed by clicking the following link: https://www.dropbox.com/scl/fi/ys78hcrw5wq0fetxxwije/Civil-plans.pdf?rlkey=lxthdm38sy41x3i4u0ur23njz&st=m87155xk&dl=0

Recommendation:

After review of the submitted bids, engineering recommends awarding the construction contract to Gillespie Construction LLC.

Fiscal Impact:
The construction and construction administration costs are budgeted in the approved FY26 budget.

Attachments:
1. Ordinance 3296
2. BidWorksheet - Highway 31 Gateway - Signed
3. Vestavia Bid Proposal Form
4. contract documents

ORDINANCE NUMBER 3296

AN ORDINANCE ACCEPTING A BID FOR SOUTHERN GATEWAY SIGNAGE FOR THE CITY, AUTHORIZING THE EXECUTION AND DELIVERY OF THE CONSTRUCTION CONTRACT DOCUMENTS BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS "OWNER," AND GILLESPIE CONSTRUCTION, LLC, AS "CONTRACTOR."

THIS ORDINANCE NUMBER 3296 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 27th day of October, 2025.

WITNESSETH THESE RECITALS:

WHEREAS, on August 13, 2025 at 10:00 a.m., the City of Vestavia Hills, Alabama publicly read aloud bids submitted for southern gateway signage for the City of Vestavia Hills ("the Project"); and

WHEREAS, two bids were received and read, a tabulation which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3296 as if written fully therein; and

WHEREAS, the Engineering Department submitted a memorandum dated September 3, 2025 recommending acceptance of the bid package submitted by Gillespie Construction, LLC pursuant to the attached proposal, a copy of which is marked as Exhibit B and is attached to and incorporated into this Ordinance Number 3296 for a budget estimated at $1,175,886.00; 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 Engineering 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 Gillespie Construction, as detailed in Exhibit B is attached and recommended by the City Manager and the Engineering Department 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 Gillespie Construction, LLC, 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 City's FY25 Capital 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 22nd day of September, 2025.

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 #3296 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of September, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of July, 2025.

Rebecca Leavings
City Clerk

Highway 31 Gateway Sign (#9754106)
Owner: Vestavia Hills AL, City of
Solicitor: Vestavia Hills AL, City of
08/13/2025 10:00 AM CDT

						Engineer Estimate		Gillespie Construction LLC		Taylor & Miree Construction, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid							$50,000.00		$1,175,886.00		$1,347,405.00
	Base Bid	1	Base Bid (Without allowances)	LS	1			$1,123,261.00	$1,123,261.00	$1,291,780.00	$1,291,780.00
	Contingency Allowance	A	Fixed Allowance (Do not change)	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Quantity Allowance	B	Quantity allowance for use as directed by engineer.	Cu Yd	75			$35.00	$2,625.00	$75.00	$5,625.00
Base Bid Total:							$50,000.00		$1,175,886.00		$1,347,405.00

Reviewed By:

City Engineer

PROPOSAL FORM

To: Vestavia Hills AL, City of Date: 8/13/25

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned,

Gillespie Construction, LLC
(Legal name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of

WORK: City of Vestavia Hills – Highway 31 Gateway Sign, in

accordance with Drawings and Specifications, dated, July 14, 2025, prepared by TTL, Inc.

10 Inverness Center Parkway, Suite 350, Hoover, AL 35242, Architect.

The Bidder, which is organized and existing under the laws of the State of Alabama,

having its principal offices in the City of Jasper, Walker County

is: ✓ a Corporation ____ a Partnership ____ an individual ____ (other)____,

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles and business addresses of its Officers:

Ron Gillespie - Member 8 4525 Hwy 5
Jasper, AL 35503

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto; and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1 through 1 inclusively.

ALABAMA IMMIGRATION LAW COMPLIANCE: The Bidder acknowledges by initials RG that he/she will comply with H.B. 56 - Alabama Immigration Law Compliance.

BASE BID: For construction complete as shown and specified, the sum of One million, One hundred Seventy five thousand, Eight hundred eighty Six 0/100 Dollars ($ 1,175,886.00)

ALLOWANCES: See Attachment A

BID SECURITY: Required, attach completed Bid Bond

BIDDER'S ALABAMA LICENSE:
State License for General Contracting: 47928 (License Number) Unlimited (Bid Limit) Concrete, drainage, culverts, sign. (Type(s) of Work)

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder Gillespie Construction, LLC

Mailing Address 4565 Hwy 5 Jasper, AL 35503

* **By (Legal Signature)** _____ *(Seal)*

* Name & Title (print) Ron Gillespie

Telephone Number 205-295-5263

Email Address ehenson@gillespieconstruction.net

* If other than an individual proprietor, or an above-named member of the Partnership, or the above-named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

ATTACHMENT A - ALLOWANCES

ALLOWANCES

Item A: Contingency allowance for use as directed by the Engineer

A. Contingency allowance of $50,000 shall be included in the base bid.

Item B: Quantity allowance for use as directed by the Engineer.

A. Quantity allowance of 75 CY shall be included in the base bid.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Sample

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

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3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

Sample

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☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Sample

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Sample

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

_____ % _____

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Sample

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Sample

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

Sample

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

Sample

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AIA® Document G705™ – 2001

List of Subcontractors

PROJECT: *(Name and address)*

DATE:

TO ARCHITECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

FROM CONTRACTOR: *(Name and Address)*

CONTRACTOR'S PROJECT NUMBER :

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name	Address/Phone	Superintendent

Sample

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.
/
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(1918531894)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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Certification of Document's Authenticity

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I, Nadine Sisson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:17:28 on 02/19/2013 under Order No. 5044494851_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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_____

(Signed)

_____

(Title)

_____

(Dated)

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DRAFT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

City of Vestavia Hills - Highway 31 Gateway Sign
1493 Montgomery Highway
Vestavia Hills, AL 35216

THE OWNER:
(Name, legal status and address)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

THE ARCHITECT:
(Name, legal status and address)

TTL, Inc.
10 Inverness Center Parkway, Suite 350
Hoover, AL 35242

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

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forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

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have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will

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similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

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Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

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change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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User Notes: (1650678393)

STATE OF ALABAMA

JEFFERSON COUNTY

FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND
GENERAL CONDITIONS BY AND BETWEEN OWNER AND CONTRACTOR

WITNESSETH THIS FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND GENERAL CONDITIONS, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and _____, as "Contractor", made and entered into on this the _____ day of _____, 2022.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," and _____, as "Contractor," have executed and delivered a Construction Contract (being "AIA Document A101-2017") and General Conditions (being "AIA Document A201-2017") on this date; and

WHEREAS, the Owner and Contractor wish to amend the Construction Contract and General Conditions by the execution and deliveryof this First Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Contractor hereby mutually and expressly amend the Construction Contract and General Conditions as set forth below.

Notwithstanding anything contained in the Construction Contract and General Conditions to the contrary, the Owner and Contractor agree to modify, add and/or delete the following terms, provisions, limitations and conditions to said Construction Contract and General Conditions:

A. **PUBLIC WORKS PROJECT:** The following language is hereby added to Article 2 on page 1 of the contract:

> "The Owner and Contractor agree that the work described in Article 2 on page 1 of the contract is a public works project as defined by Title 39-2-1(6), *Code of Alabama, 1975,* and that the Public Works law of Alabama set forth in Title 39-1-1, et seq., *Code of Alabama, 1975,* applies to this contract."

B. **PERFORMANCE BOND AND PAYMENT BOND:** The following language is hereby added to Section 11.1.2 on page 30 of the General Conditions:

> "**1**. Before commencing the work, Contractor shall execute and deliver a Performance Bond using AIA Document A312-2010, with penalty equal to one hundred percent (100%) of the amount of the contract price ($_____).

2. Before commencing the work, Contractor shall execute and deliver a Payment Bond using AIA Document A312-2010 payable to the City of Vestavia Hills, Alabama executed in the amount of the contract price of ($_____) with the obligation that the Contractor shall promptly make all payments to persons supplying labor, materials or supplies for or in the prosecution of the work provided in the contract and for the payment for reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond.

3. The Performance Bond and the Payment Bond referred to in sections 1 and 2 above shall be executed and delivered all in accordance with the requirements of the Alabama Public Works Law set forth at Title 39-1-1(a), *Code of Alabama, 1975."*

C. REQUIREMENT FOR ARCHITECT: The following language is hereby added to Section 2.3.2 on page 11 of the General Conditions,

"The Architect shall be selected by the Owner all in accordance with Title 34-2-30 and Title 34-2-32(c), *Code of Alabama, 1975."*

D. REQUIREMENT FOR ENGINEERS: The following language is hereby added as Section 2.3.7 on page 12 of the General Conditions,

"Any and all engineers selected by the Contractor, any subcontractor or the Owner shall be selected all in accordance with the requirements of Title 34-11-10, *Code of Alabama, 1975.*"

E. REQUIREMENT OF LICENSED GENERAL CONTRACTOR: The following language is hereby added to Section 3.1.1 on page 12 of the General Conditions as follows,

"The Contractor represents and warrants that it is properly licensed by the State of Alabama as required by Title 34-8-1(a), *Code of Alabama, 1975.*

F. LIMITS OF INSURANCE COVERAGES: The following language is hereby added to Section 11.1.1 on page 30 of the General Conditions:

"**LIMITS OF INSURANCE COVERAGES**: The insurance policy limits for the insurance coverages referred to in Article 11 of the General Conditions shall be as follows:

11.1.1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE:

1. Worker's 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 that the Contractor 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

11.1.1. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance ("CGL"), written on an ISO Occurrence Form (current edition of ISO CG 00 01 as of the date of Advertisement of 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, blasting and explosion, collapse of structures, underground damage, 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 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 City of Vestavia Hills, Alabama, as Owner, and its public officials and employees, and its agents, consultants and employees as additional insureds (the "Indemnitees"), and state that this coverage shall be primary insurance for the additional insureds. Evidence that Contractor's insurance is primary with respect to any coverages available to the Indemnitees shall be provided in the form of an endorsement to the Contractor's CGL policy. Evidence that the Indemnitees have been named as additional insureds shall be provided by endorsements equivalent to ISO CG 2010 or CG 2033 and CG 2037.

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

11.1.1. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance 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 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, its public officials and employees, and its agents, consultants and employees as additional insureds.

11.1.1. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Umbrella Liability Insurance shall provide coverage limits excess of the Commercial General Liability, Commercial Business Automobile Liability and the Employers' Liability coverage limits, on a follow-form basis, 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.

11.1.1. BUILDER'S RISK INSURANCE: The Builder's Risk Policy shall be provided by the Contractor.

11.1.1. SUBCONTRACTOR'S INSURANCE:

1. Worker's Compensation and Employer's Liability Insurance: The Contractor shall require each Subcontractor to obtain and maintain statutory Workers' Compensation Insurance and adequate Employer's Liability Insurance covering all employees working on the jobsite.

2. Liability Insurance: The Contractor shall require each Subcontractor to obtain and maintain adequate Commercial General Liability and Automobile Liability Insurance coverages equal to those of the Prime Contractor. Such coverages shall be in effect at all times that the Subcontractor is performing Work under the Contract.

3. Enforcement Responsibility: The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor, shall, upon request, provide the Owner acceptable evidence of insurance for any Subcontractor.

11.1.1. TERMINATION OF OBLIGATION TO INSURE: Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

1. Products and Completed Operations, The obligation to carry Products and Completed Operations coverage specified under subparagraph B(2) shall remain in effect for at least the time period established by applicable state law for bringing actions based on defective construction or design claims.

2. All Other Insurance. The obligation to carry their insurance coverages specified above shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

11.1 The Contractor shall, at the Contractor's own expense, provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit until such materials are permanently attached to the Work.

The insurance required herein is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment."

G. **ADDITIONAL INSUREDS**: Section 11.1.5 is hereby added on page 31 of the General Conditions, which shall read in words and figures as follows:

> "**SECTION 11.1.5 ADDITIONAL INSUREDS**: The Contractor shall cause all of the insurance policy coverages described in Article 11 of the General Conditions of the Construction Contract and hereinabove (except for the Worker's Compensation coverages) to include:
>
> **1**. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and/or performance of the work; and
>
> **2**. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations and/or performance of the work; and
>
> **3**. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds.
>
> **4**. Contain no exclusions of the additional insureds relative to job accidents; and
>
> **5**. The policies must be on an 'occurrence' basis."

H. **SALES TAXES**: Section 3.6 on page 14 of the General Conditions is hereby amended to read as follows:

> "The Contractor and the Owner shall avoid the payment of sales, use and similar taxes by using the process outlined in Act Number 2013-205 now codified at Title 40-9-14.1, *Code of Alabama, 1975."*

I. **MATERIALMEN'S LIENS:** Section 2.1.2 on page 11 of the General Conditions is hereby amended to read in words and figures as follows:

> "Anything contained in the Contract and/or General Conditions to the contrary notwithstanding, including specifically but not limited to, Sections 2.12, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 10.4 and 15.2.8, the Contractor and Owner specifically agree that claims for unpaid labor, materials or supplies for this public works project shall be resolved by the requirements and process set forth in Title 39-1-1(b), *Code of Alabama, 1975."*

J. **INDEPENDENT CONTRACTOR:** Section 3.3.4 is hereby added to page 13 of the General Conditions and shall read as follows:

> "The Contractor is an independent contractor for the purposes of this contract. Nothing contained in the contract shall be construed to mean that the Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama."

K. **CHANGE ORDERS:** The following language is hereby added to the General Conditions on page 22 as Section 7.2.2:

> "Anything contained herein to the contrary notwithstanding, the guidelines, which provide criteria for approving change orders to an existing public works contract are set forth in an opinion issued to the Alabama State Building Commission on June 15, 1979 by the State of Alabama Attorney General. Contractor and Owner agree that said opinion sets forth the guidelines for determining whether or not a proposed change order is legally justified. The Owner, its Architect and legal advisor shall sign any and all change order justifications."

L. **COMPLIANCE WITH ALL LAWS:** The following section 3.7.4 is hereby added to the General Conditions on page 14 thereof:

> **"GENERAL COMPLIANCE WITH ALL LAWS:** Contractor shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Contract Between City and Contractor, including specifically, but not limited to Ordinance Numbers 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018."

M. **MUNICIPALITIES CANNOT INDEMNIFY AND HOLD HARMLESS THIRD PARTIES:** Sections 10.3.3 and 10.3.6 on page 30 of the General Conditions are hereby deleted in their entireties.

N. **IMMIGRATION**: The following section 16.1 is hereby added to the General Conditions on page 39 thereof:

> "**IMMIGRATION**: By signing this 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 Contract and shall be responsible for all damages resulting therefrom."

O. **BOYCOTT LIMITATIONS**: The following section 16.2 is hereby added to the General Conditions on page 39 thereof:

> "**COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than $15,000.00. The Contractor 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."

P. **RETAINAGE:** The following language is added to Section 5.1.7.1 of the Construction Contract:

(1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

(2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of materials stored for the Work; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

Q. **MISCELLANEOUS**: Article 18 entitled "Miscellaneous" is hereby added to the General Conditions:

"**ARTICLE 18. MISCELLANEOUS**:

(a) **Non Waiver**: The failure of the Owner to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, 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 agreement shall not be valid unless in writing and signed by the parties hereto. This agreement 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 Registered Mail to the parties' last known address.

(d) **Governing Law**: This agreement 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) **Construction of Terms:** 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.

(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 Owner and Contractor 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) **Entire Agreement**: This written contract contains the entire agreement between the Owner and the Contractor.

R. **CONTRACT DOCUMENTS:** The following language is hereby added to Article 1 on page 2 of the Contract:

> "The contract documents described above shall also include the following:
>
> 1. AIA Document A312-2010 Performance Bond.
>
> 2. AIA Document A312-2010 Payment Bond.
>
> 3. This First Addendum to the Contract and General Conditions."

S. **RATIFY CONTRACT AND GENERAL CONDITIONS:** Article 17 is hereby added to the General Conditions to read in words and figures as follows:

> "The Owner and Contractor hereby ratify and reconfirm the terms, provisions, limitations and conditions of the contract documents that were not modified or otherwise amended by this First Addendum to Construction Contract."

IN WITNESS WHEREOF, the Owner and Contractor have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the day first above written.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:

_____

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 _____ whose name as _____ of _____, is signed to the First Addendum to Construction Contract and General Conditions who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

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 Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing First Addendum to Construction Contract and General Conditions and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 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 First Addendum to Construction Contract and General Conditions and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

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

_____
Notary Public

My Commission Expires:
_____
SEAL

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc: Shane Ware, Police Chief
Umang Patel, Court Director
Michael Swann, Building Maintenance
Lori Beth Kearley, Public Services Director
Marvin Green, Fire Chief
Steven Michael, Captain

RE: Resolution Number 5589 - A resolution declaring certain personal property as surplus and authorizing the City Manager to dispose/sell said property

---

Background:
This Resolution Number 5589 would be to surplus certain Vestavia Hills Police Department rifles.

The rifle information is listed below:

- Colt: LEO94816 ---- Aimpoint: W3917586
- Colt: LEO94374 ---- Aimpoint: W3917531
- Colt: LEO95130 ---- Aimpoint: W3917532
- Colt: LEO94769 ---- Aimpoint: W3917540

- Colt: LE107652 ---- Aimpoint: W3917519
- Bushmaster: BF1458701 ---- Aimpoint: W3917530
- Bushmaster: BF1459846 ---- Aimpoint: W3917543
- Bushmaster: BF1459827 ---- Aimpoint: W3917542

Public Services Vehicles:

2018 Ford F-450
Department – Public Services
VIN – 1FD0W4GT9JEB41428
Mileage – 76,419 .

2019 Ford Explorer
Department – Building Safety
VIN – 1FM5K8B89KGA92510
Mileage – Last updated mileage is 69,331. This vehicle is currently still being driven until new lease gets delivered.

Fire Department Vehicles:
2013 Pierce Saber
VIN 4P1CS01A0DA013790

2012 Chevrolet Tahoe
VIN 1GNLC2E04CR177408

2017 Ford Explorer
VIN 1FM5K8AT2HGB71211

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Resolution 5589

RESOLUTION NUMBER 5589

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 5589 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 22nd day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT A

VHPD Rifles to be disposed of:

- Colt: LEO94816 ---- Aimpoint: W3917586
- Colt: LEO94374 ---- Aimpoint: W3917531
- Colt: LEO95130 ---- Aimpoint: W3917532
- Colt: LEO94769 ---- Aimpoint: W3917540
- Colt: LE107652 ---- Aimpoint: W3917519
- Bushmaster: BF1458701 ---- Aimpoint: W3917530
- Bushmaster: BF1459846 ---- Aimpoint: W3917543
- Bushmaster: BF1459827 ---- Aimpoint: W3917542

Rebecca Leavings

From: Michael A. Swann
Sent: Tuesday, September 16, 2025 10:56 AM
To: Rebecca Leavings
Cc: Kay Russom
Subject: Surplus and Title Check

Below are the details for two COV units that are needing surplus. They both are going to be sold by Enterprise and swapped for a new lease unit.

2018 Ford F-450
Department – Public Services
VIN – 1FD0W4GT9JEB41428
Mileage – 76,419

2019 Ford Explorer
Department – Building Safety
VIN – 1FM5K8B89KGA92510
Mileage – Last updated mileage is 69,331. This vehicle is currently still being driven until new lease gets delivered.

Please check and see if we have the titles on file.

Thank you so much!

MICHAEL A SWANN
Building Maintenance/Fleet Coordinator | City of Vestavia Hills
205.978.3160 | Cell 205.704.9594
vhal.org

From: Steven R. Michael
To: Umang Patel
Subject: Surplus items
Date: Wednesday, September 17, 2025 8:37:23 AM
Attachments: image001.png

The following items are the ones that need to be sold

2013 Pierce Saber VIN 4P1CS01A0DA013790 CITY ASSET NUMBER 16157
2012 Chevrolet Tahoe VIN 1GNLC2E04CR177408 CITY ASSET NUMBER 1228
2017 Ford Explorer VIN 1FM5K8AT2HGB71211 CITY ASSET NUMBER 18007

STEVEN R. MICHAEL
Logistics Officer | City of Vestavia Hills
205.978.0105 | Fax 205.978.0205
vhal.org

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Resolution Number 5590 - A Resolution appointing a member to the Vestavia Hills Parks and Recreation Board to fulfill an unexpired term

---

Background:
Justin Palmore was appointed to the Vestavia Hills Parks and Recreation in 2023. Because of a relocation, Mr. Palmore has resigned from the Parks and Recreation Board leaving an unexpired term. This Resolution will be to appoint Mitch Bevil to the Board for the remainder of Mr. Palmore's term.

Recommendation:
na

Fiscal Impact:
na

Attachments:
1. Resolution 5590

RESOLUTION NUMBER 5590

APPOINTING A MEMBER TO THE VESTAVIA HILLS PARKS AND RECREATION BOARD

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

WHEREAS, Justin Palmore was appointed as a member of the City of Vestavia Hills Parks and Recreation Board on December 11, 2023; and

WHEREAS, Mr. Palmore has tendered his resignation from the Board to due relocating; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to appoint Mitch Bevil to fulfill the remainder of the appointment; and

WHEREAS, the appointment shall be effective immediately upon adoption and approval, and shall expire December 31, 2028.

APPROVED AND ADOPTED this the 22nd day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
FINANCE DEPARTMENT
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Jeff Downes, City Manager

Cc: Melvin Turner, III, Finance Director

RE: Resolution Number 5591 - A Resolution Accepting Terms For Financing Vehicles And/Or Equipment for FY 2026

Background:
The City of Vestavia Hills ("Governmental Entity") has previously determined to undertake a project for the purchase of various vehicles & equipment (the "Project") and the Officer of the Governmental Entity responsible for financial affairs of the Governmental Entity (the "Finance Officer") has now presented a proposal for the financing of such Project.

Recommendation:
The Finance Officer recommends the financing terms from Trustmark Bank as attached.

Fiscal Impact:
Budgeted in FY 2026

Attachments:

1. Resolution 5591
2. SummaryofProposals-FY2026

RESOLUTION NUMBER 5591

A RESOLUTION APPROVING FINANCING TERMS FOR CITY VEHICLES AND/OR EQUIPMENT THROUGH TRUSTMARK BANK

WHEREAS, The City of Vestavia Hills ("Governmental Entity") has previously determined to undertake a project for the purchase of various vehicles & equipment (the "Project") and the Officer of the Governmental Entity responsible for financial affairs of the Governmental Entity (the "Finance Officer") has now presented a proposal for the financing of such Project.

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

1. The Governmental Entity hereby determines to finance the Project through Trustmark Bank, in accordance with the proposals obtained by the Finance Officer as detailed in Exhibits attached to and incorporated into this Resolution Number 5591 as though written fully therein; and
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Governmental Entity are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as said bank may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Governmental Entity officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the document's final form.

4. The Governmental Entity shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations under the Financing Documents. The Governmental Entity hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Governmental Entity intends that the adoption of this resolution will be a declaration of the Governmental Entity's official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the said bank financing described above. The Governmental Entity intends that funds that have been advanced, or that may be advanced, from the Governmental Entity's general fund, or any other Governmental Entity fund related to the Project, for Project costs may be reimbursed from the financing proceeds.
6. The officers of the Governmental Entity and any person or persons designated and authorized by any officer of the Governmental Entity to act in the name and on behalf of the Governmental Entity, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the Governmental Entity such other acts, to pay or cause to be paid on behalf of the Governmental Entity such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Governmental Entity such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the Governmental Entity, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the plan of financing contemplated by the Financing Documents, (b) carry into effect the intent of the provisions of this resolution and the Financing Documents, and (c) demonstrate the validity of the Financing Documents, the absence of any pending or threatened litigation with respect to the Financing Documents and the plan of financing contemplated by the Financing Documents, and the exemption of interest on the interest payment obligations under the Financing Documents from federal and State of Alabama income taxation.

7. All prior actions of Governmental Entity officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

ADOPTED and APPROVED this the 22nd day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

SEAL

CITY OF VESTAVIA HILLS
VEHICLES and EQUIPMENT
"LEASE/PURCHASE PROPOSALS"
FISCAL 2025-2026

Description	Loan Amount	Terms	Trustmark Bank	Cogent Bank	PNC Bank, NA	Robertson Banking Co.
Vehicles	n/a	Rates - 3 yrs	n/a	n/a	n/a	n/a
Patol Vehicles & Equipment	$1,517,193	Rates - 5 yrs	3.65%	3.53%	3.67%	3.87%
Heavy Equipment	$712,000	Rates - 7 yrs	3.70%	3.91%	3.71%	3.97%
TOTAL LEASE/LOAN AMOUNT	$2,229,193					
Fees			$0.00	$500.00	$5,000.00	$700.00
Combined Percentage Total			7.35%	7.44%	7.38%	7.84%
Ranking			1	2	3	4

Description	Loan Amount	Terms	Pinnacle Bank - Vestavia Hills	Peoples Bank of Alabama	Community Bank of Miss.	SouthPoint Bank
Vehicles	n/a	Rates - 3 yrs	n/a	n/a	n/a	n/a
Heavy Vehicles & Equipment	$1,517,193	Rates - 5 yrs	4.50%	4.65%	4.89%	4.85%
Heavy Equipment	$712,000	Rates - 7 yrs	4.75%	4.75%	4.89%	5.00%
TOTAL LEASE/LOAN AMOUNT	$2,229,193					
Fees			$1,650.00	$500.00	$0.00	$0.00
Combined Percentage Total			9.25%	9.40%	9.78%	9.85%
Ranking			5	6	7	8

Description	Loan Amount	Terms	Regions Bank
Vehicles	n/a	Rates - 3 yrs	n/a
Heavy Vehicles & Equipment	$1,517,193	Rates - 5 yrs	4.96%
Heavy Equipment	$712,000	Rates - 7 yrs	5.09%
TOTAL LEASE/LOAN AMOUNT	$2,229,193		
Fees			$1,500.00
Combined Percentage Total			10.05%
Ranking			9

Financial Institutions/Banks - Submitted Proposals

BANKS		PROPOSALS' RANKING VEHICLE & EQUIPMENT LEASE/PURCHASE	Ranking	Rate	Fees	Total Cost
1	Bancorp South	Trustmark Bank	1	7.35%	$0.00	$248,994.57
2	CB&S Bank	Cogent Bank	2	7.44%	$500.00	$250,325.65
3	Cadence Bank	PNC Bank, NA	3	7.38%	$5,000.00	$255,116.30
4	Cogent Bank	Robertson Banking Company	4	7.84%	$700.00	$266,538.01
5	Community Bank	Pinnacle Bank - Vestavvia Hills	5	9.25%	$1,650.00	$316,310.50
6	First Horizon Bank	Peoples Bank of Alabama	6	9.40%	$500.00	$321,562.79
7	Flagstar Public Funding	Community Bank of Mississippi	7	9.78%	$0.00	$335,335.60
8	Magnolia Bank	SouthPoint Bank	8	9.85%	$0.00	$336,771.89
9	Millennial Bank	Regions Bank	9	10.05%	$1,500.00	$345,572.30
10	Morgan Stanley					
11	Oakworth Capital Bank	FISCAL YEAR 2025-2026				
12	PNC Bank, NA					
13	Peoples Bank					
14	Pinnacle Bank-Vestavia Hills					
15	Pinnacle Financial Partners					
16	Regions Bank					
17	Renasant Bank					
18	Robertson Banking Company					
19	ServisFirst Bank					
20	SouthPoint Bank					
21	SouthState Bank					
22	The Bancorp Bank					
23	Truist Bank					
24	Trustmark Bank					

CITY OF VESTAVIA HILLS
PLANNING & ZONING
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Conrad Garrison, City Planner

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3290 - Pre-zoning - 2560 Rocky Ridge Road; Rezone from Jefferson County C-P (commercial preferred) to Vestavia Hills R-9 (planned residential) for construction of eight (8) single family residences; Hartbrook Development, owner; Brandon Hays, representing

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Background:
This request is for annexation and construction of eight (8) single-family homes. The property is currently zoned JC C-P (commercial preferred) for office use. There are existing covenants on the property restricting the commercial use and any development on the property. The covenants void if the property is ever rezoned to another zoning classification. A Draft of the restrictive covenants for the subdivision are included.

Recommendation:
The request has been reviewed by the P&Z Commission with unanimous approval for recommendation with the stipulation that the subdivision be built

substantially as shown in the preliminary plat attached and that final covenants be submitted at the final plat hearing.

Fiscal Impact:
na

Attachments:
1. Ordinance 3290
2. Brookhaven covenants draft
3. Rezoning protest

ORDINANCE NUMBER 3290

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 C-P TO VESTAVIA HILLS R-9

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 C-P (commercial preferred) to Vestavia Hills R-9 (planned residential district):

2560 Rocky Ridge Road
Hartbrook Development LLC, owner(s)

More particularly described as follows:

> Beginning at the NW corner of the NE ¼ of the tffl ¼ of Section 32, Township 18 South, Range 2 West in Jefferson County, Alabama, run South along West line of said quarter-quarter section 997.78 feet to the point of beginning, thence run South along said West line 102.29 feet, thence turning an angle to the left of 73 degrees 40' and run Southeasterly 703.64 feet to an intersection with the Westerly line of Rocky Ridge Road, said point of intersection being 25' West of the center line of said road, thence turning an angle to the left of 79 degrees 2' and run Northeasterly along said westerly line of said road 100 feet; thence turning an angle to the left of 100 degrees 48' and run Westerly 751.43 feet to the point of beginning.

BE IT FURTHER ORDAINED that said development be constructed substantially as described in plans attached to and incorporated into this Ordinance Number 3290 as if written fully therein with a maximum number of eight (8) single family detached homes pursuant to the attached preliminary plat and that private restrictive covenants be presented to the Planning and Zoning Commission at presentation of the final plat; and

This ordinance number 3290 shall become effective immediately upon adoption and approval following publishing/publication as required by Alabama law.

APPROVED and ADOPTED this the 13th day of October, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

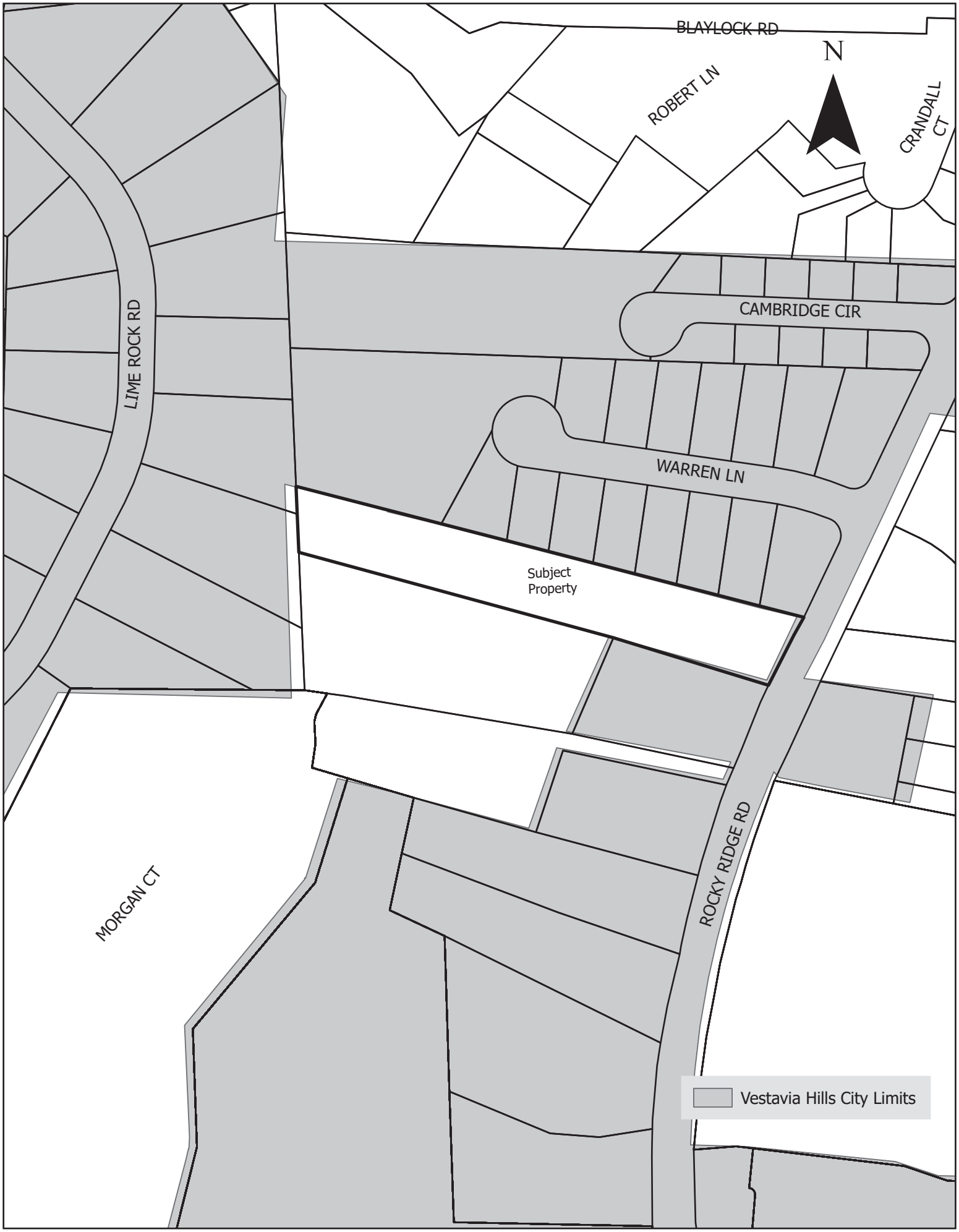
Rebecca Leavings
City Clerk

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 3290 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 13th day of October, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk


BLAYLOCK RD
N
ROBERT LN
CRANDALL CT
CAMBRIDGE CIR
LIME ROCK RD
WARREN LN
Subject Property
ROCKY RIDGE RD
MORGAN CT
Vestavia Hills City Limits

City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

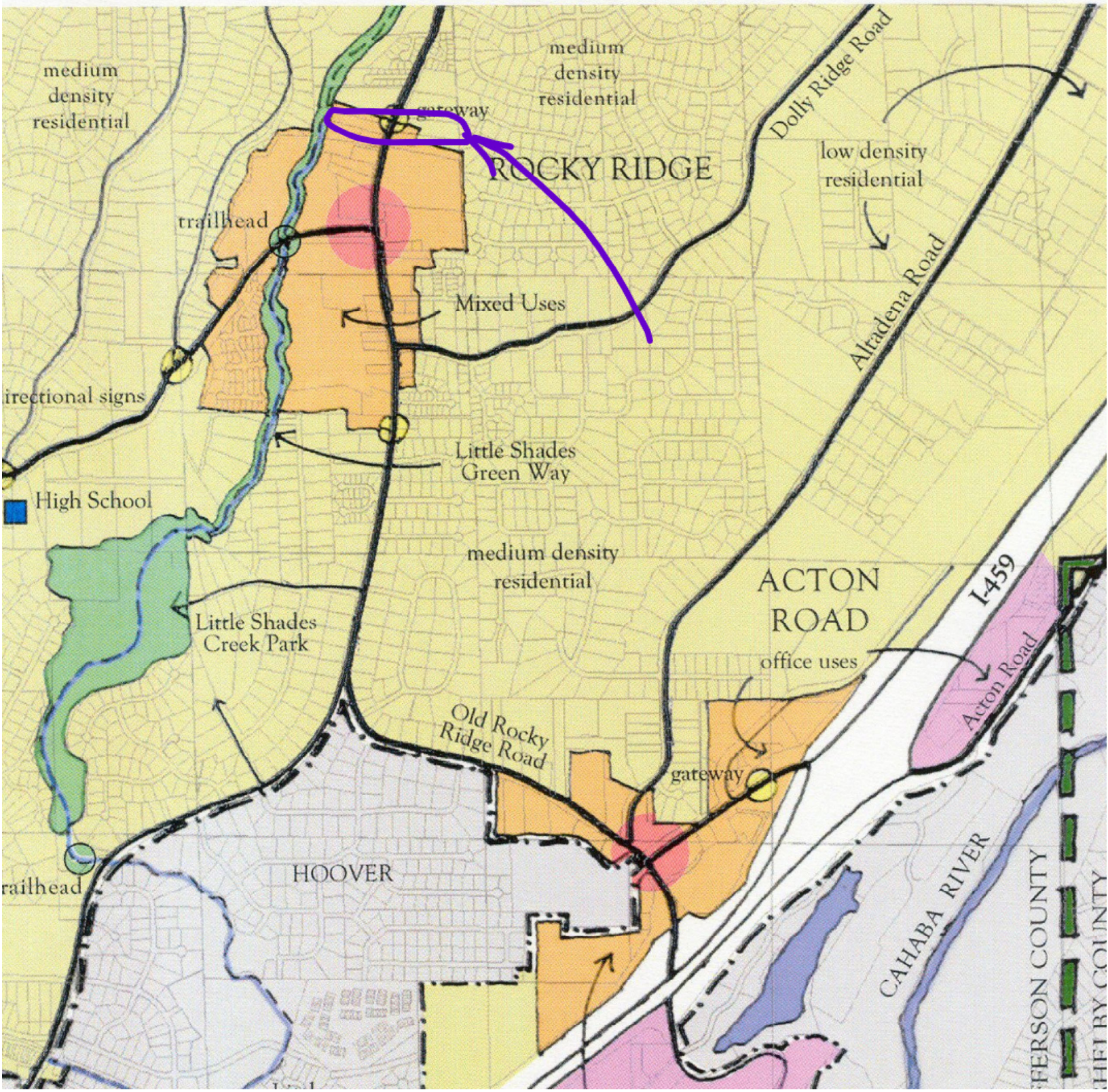
Case Number:	RZ-25-6	Representative:	Brandon Hays
Owner Name:	Hartbrook Development LLC	Rep. Address:	1280 Moores Mill Road, Ste. 209, Auburn, AL 36830
Owner Address:	1280 Moores Mill Road, Suite 209, Auburn, AL 36830		

Project Address:	2560 Rocky Ridge Road
Legal Description:	Beginning at the Northwest corner of the NE¼ of the tffl ¼ of Section 32, Township 18 South, Range 2 West in Jefferson County, Alabama, run South along West line of said quarter-quarter section 997. 78 feet to point of beginning; thence run South along said West line 102.29 feet. thence turning an angle to the left of 73°40' and run Southeasterly 703.64 feet to an intersection with the Westerly line of Rocky Ridge Road, said point of intersection being 25 feet West of the center line of said road, thence turning an angle to the left of 79°2' and run Northeasterly along said Westerly line of said road 100 feet; thence turning an angle to the left of 100°58' and run Westerly 751.43 feet to the point of beginning.
Parcel ID Number:	28 00 32 2 002 033.000
Current Zoning:	County CP Preferred Commercial
Requested Zoning:	R9
Intended Purpose:	New development of eight (8) single-family detached cottages. 2200-2400 sq. ft.

P&Z Recommendation:	MOTION Mr. Weaver made a motion to recommend Rezoning for 2560 Rocky Ridge Rd. from Jefferson County CP to Vestavia Hills R-9 conditioned on the materials presented and all CC&R's being submitted at the time of final plat. Second was by Mr. Farrell. Motion was carried on a roll call; vote as follows: Mr. Farrell – yes Mr. Vercher – yes Mr. Romeo – yes Mr. Weaver– yes Mr. Blackenburg – yes Mr. Sykes– yes Mr. Honeycutt– yes Ms. Cochran-yes Motion carried.

Date of P&Z Meeting:	August 14, 2025

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


medium density residential
medium density residential
ROCKY RIDGE
Dolly Ridge Road
low density residential
trailhead
Mixed Uses
Altadena Road
irectional signs
Little Shades Green Way
High School
medium density residential
ACTON ROAD
I-459
Little Shades Creek Park
office uses
Acton Road
Old Rocky Ridge Road
gateway
HOOVER
CAHABA RIVER

Rezoning Application

RZ-25-6

Submitted On: Jul 10, 2025

Applicant

Brandon Hays
205-568-0551
@ brandon@hartbrookdev.com

Primary Location

2560 ROCKY RIDGE RD
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL 35243

User Advisory

Property Information

Subject Property Address

2560 Rocky Ridge Road

Tax Parcel ID Number

28 00 32 2 002 033.000

Legal Description

Beginning at the Northwest corner of the NE¼ of the tffl ¼ of Section 32, Township 18 South, Range 2 West in Jefferson County, Alabama, run South along West line of said quarter-quarter section 997. 78 feet to point of beginning; thence run South along said West line 102.29 feet. thence turning an angle to the left of 73°40' and run Southeasterly 703.64 feet to an intersection with the Westerly line of Rocky Ridge Road, said point of intersection being 25 feet West of the center line of said road, thence turning an angle to the left of 79°2' and run Northeasterly along said Westerly line of said road 100 feet; thence turning an angle to the left of 100°58' and run Westerly 751.43 feet to the point of beginning.

Existing Parking Spaces

--

Proposed Parking Spaces

--

Submission Date

07/10/2025

Type of Project

New Residential Subdivision

Action Requested:

From Existing Zoning Classification

County

To Requested Zoning Classification

R9

For the Intended Purpose of:

New development of eight (8) single-family detached cottages. 2200-2400 sq. ft.

Acreage of Subject Property

1.62 acres

Acreage of Property to be Disturbed

1.14

Setbacks

Front

10

Back

10

Side

5

Open Space

0.78

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).

true

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

Hartbrook Development LLC

Company Name

--

Owner Address City State Zip

1280 Moores Mill Road, Suite 209, Auburn, AL 36830

Owner's Phone Number

205-568-0551

Email Address of Owner

brandon@hartbrook.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.

true

Owner Representative/Responsible Party

Brandon Hays

Company Name

Hartbrook

Contact Email of Responsible Party

brandon@hartbrook.com

Mailing Address of Responsible Party

1280 Moores Mill Road, Ste. 209, Auburn, AL 36830

Phone No. of Responsible Party

205-568-0551

Email Address of Responsible Party

brandon@hartbrook.com

Project Engineer Information (if applicable)

Name

Josh Mura

Company

Samford Group

Mailing Address

2449 Moores Mill, Suite 120, Auburn, AL 36830

Phone Number

706-834-7379

Email

josh@samfordgroupllc.com

BROOKSTONE MANOR

2560 ROCKY RIDGE ROAD
VESTAVIA HILLS, AL 35243

PARCEL NUMBER: 2800322002033000

ADEM PERMIT: TBD

CONTACT INFORMATION

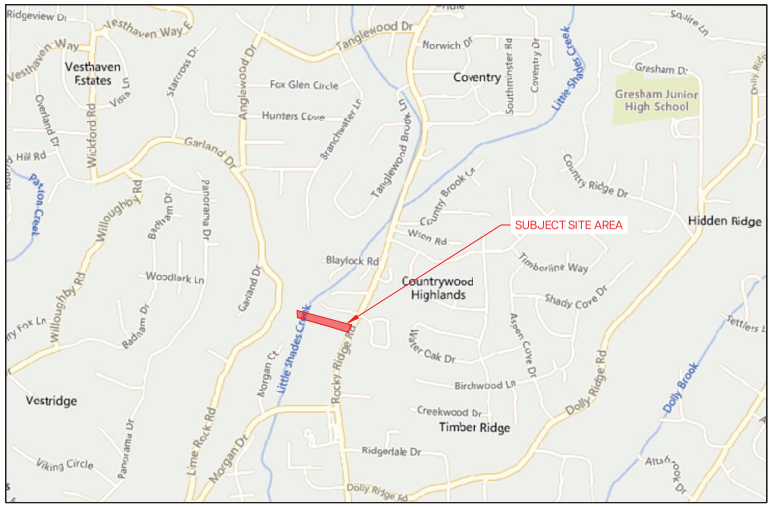
CIVIL ENGINEER:	HAYES EIFORD, PE SAMFORD GROUP, LLC 1230 RUTH WAY AUBURN, AL 36830 PHONE: 229-221-8908 EMAIL: HAYES@SAMFORDGROUPLLC.COM
SURVEY:	JASON E. BAILEY BAILEY LAND GROUP 4121 SMOKEY ROAD ALABASTER, AL 35007 PHONE: 205-978-0080
OWNER/DEVELOPER:	BRANDON HAYS HARTBROOK DEVELOPMENT 1280 MOORES MILL ROAD, SUITE 209, AUBURN, AL 36830 PHONE: 205-568-0551

UTILITY INFORMATION

WATER :	BIRMINGHAM WATER WORKS 3600 1ST AVE. NORTH BIRMINGHAM, ALABAMA 35222 PHONE: 205-244-4186
SEWER:	JEFFERSON COUNTY ENVIRONMENTAL SERVICES 716 RICHARD ARRINGTON JR. BLVD NORTH, SUITE A 300 BIRMINGHAM, AL 35203 PHONE: 205-325-5496

JURISDICTIONAL INFORMATION

PLANNING :	CITY OF VESTAVIA HILLS 1032 MONTGOMERY HIGHWAY VESTAVIA HILLS, AL 35216 PHONE: 205-978-0131
JEFFERSON COUNTY STREET ACCESS:	JEFFERSON COUNTY ROADS AND TRANSPORTATION 716 RICHARD ARRINGTON JR. BLVD. N BIRMINGHAM, AL 35203 PHONE: 205-325-5141
FIRE MARSHALL:	VESTAVIA HILLS FIRE DEPARTMENT 1032 MONTGOMERY HIGHWAY VESTAVIA HILLS, AL 35216 CHRIS VINES, FIRE MARSHALL 205.978.0224



VICINITY MAP

SITE INFORMATION:	
SITE AREA	
TOTAL SITE AREA:	1.62 AC.
TOTAL UNDISTURBED AREA:	0.48 AC.
OPEN SPACE AREA:	0.78 AC.
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF VESTAVIA HILLS
PROP. ZONING:	R-9
LOT SUMMARY	
TOTAL PROPOSED LOTS :	8 LOTS
TYP. LOT SIZE:	43' X 72' (3,096 SF)
PROPOSED LOT DENSITY:	4.94 DU/AC
SETBACKS:	
FRONT SETBACK:	10 FT.
GARAGE SETBACK:	18 FT.
REAR SETBACK:	10 FT.
SIDE SETBACK	5 FT.

Sheet List Table	
SHEET NUMBER	SHEET TITLE
C-0.0	COVER SHEET
C-0.1	GENERAL NOTES
1 OF 1	SURVEY
C-1.0	DEMO PLAN
C-2.0	EROSION PLAN PH1
C-2.1	EROSION PLAN PH2
C-2.2	EROSION PLAN PH3
C-2.3	EROSION PLAN NOTES
C-3.0	SITE PLAN
C-4.0	GRADING PLAN
C-4.1	POND DETAILS
C-5.0	SEWER PLAN
C-6.0	WATER PLAN
C-7.0	ROAD PROFILES
C-8.0	SIGHT DISTANCE PROFILES
C-9.0	CONSTRUCTION DETAILS
C-9.1	CONSTRUCTION DETAILS
L-1.0	LANDSCAPE PLAN

SAMFORD GROUP, LLC.
2449 MOORE'S MILL ROAD
SUITE 120
AUBURN, AL 36830

SAMFORDGROUPLLC.COM

DESCRIPTION:

DATE:

REV:

BROOKSTONE MANOR
2560 ROCKY RIDGE ROAD
VESTAVIA HILLS, JEFFERSON COUNTY, AL 35243

THESE DOCUMENTS ARE THE PROPERTY OF SAMFORD GROUP, LLC. ANY DISTRIBUTION OR USE BEYOND THE INTENT WITHOUT WRITTEN CONSENT IS A VIOLATION OF COPYRIGHT LAWS.

SEAL:

ALABAMA LICENSED No. 53032 PROFESSIONAL ENGINEER HAYES EIFORD

Authorized By: Gregory H. Biford Jr.
Alabama License Number: 53032

811

DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

NORTH ARROW = N/A

SCALE = N/A

JOB NUMBER:	005
DATE:	7/10/2025

SHEET TITLE:

COVER SHEET

C-0.0

GENERAL NOTES:

1. ALL EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST. CONTRACTOR MUST HAVE EXISTING UTILITIES LOCATED BY UNDERGROUND LINE LOCATORS AS WELL AS FIELD VERIFIED BY ONSITE PERSONNEL PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO SAMFORD GROUP, LLC. IMMEDIATELY.
2. EXISTING UTILITIES TO REMAIN MAY BE LOCATED WITHIN PROPOSED DEMOLITION AREAS. CONTRACTOR SHALL USE EXTREME CAUTION WHILE WORKING IN THESE AREAS TO ENSURE NO UTILITY SERVICE INTERRUPTIONS TO FACILITIES THAT REMAIN IN OR TO ADJACENT PROPERTIES.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ADJACENT PROPERTIES AND IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS ON OR OFF SITE DUE TO THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. CONTRACTOR SHALL VERIFY SITE BOUNDARY AND EXISTING TOPOGRAPHY. NOTIFY SAMFORD GROUP, LLC. OF ANY DISCREPANCIES PRIOR TO SUBMITTING PRICES OR ORDERING MATERIALS.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT ALL BENCHMARKS AND PROPERTY CORNERS. ANY REPLACEMENT WILL BE AT THE CONTRACTOR'S EXPENSE.
6. ALL PERMITS MUST BE IN-HAND PRIOR TO CONSTRUCTION.
7. BOUNDARY INFORMATION PROVIDED BY THE OWNER AND PERFORMED BY BAILEY LAND GROUP
8. TOPOGRAPHIC INFORMATION WAS PERFORMED VIA GIS FORMAT.

SITE DEMOLITION NOTES:

9. CONTRACTOR SHALL COORDINATE WITH OWNER AND THE UTILITY PROVIDER PRIOR TO THE DISCONNECTING OR REMOVAL OF ANY UTILITY SERVICE TO THE EXISTING BUILDINGS. ALL UTILITIES TO BE REMOVED ARE TO BE CAPPED OR PLUGGED OR TERMINATED ACCORDING TO THE UTILITY OWNERS REQUIREMENTS.
10. REFER TO UTILITY PLANS FOR PROPOSED UTILITY INSTALLATION AND REMOVAL.
11. REFER TO SITE PLANS FOR ADDITIONAL INFORMATION RELATING TO PAVING, CURB, SIDEWALKS, REMOVE EXISTING CURBS AS NEEDED TO INSTALL PROPOSED IMPROVEMENTS.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL, RELOCATION OR PROTECTION OF ALL ABOVE AND BELOW GROUND EXISTING IMPROVEMENTS THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS UNLESS NOTED.
13. ALL DEMOLITION AND CONSTRUCTION DEBRIS SHALL BE TRANSPORTED AND DISPOSED OF AT LEAST WEEKLY IN A LEGAL AND APPROVED MANNER.
14. ALL EXISTING PAVING, CURB, HARDSCAPE, ETC. SHALL BE SAW CUT AT THE LIMITS OF REMOVAL IN ORDER TO PROVIDE A CLEAN EDGE. EXISTING PAVING AT EDGE SHALL BE MILLED BACK A MINIMUM OF 1.5' TO ENSURE SMOOTH TRANSITION.

SITE LAYOUT NOTES:

1. ALL HANDICAP RAMPS, SIGNS, SYMBOLS, AND PAINTED ISLANDS AND ACCESS ROUTES MUST CONFORM TO THE LATEST ADA REQUIREMENTS.
2. THE MAXIMUM SLOPE IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2.0% GRADE IN ANY DIRECTION. SLOPE IN THE DIRECTION OF TRAVEL IN ALL HANDICAP ACCESS ROUTES SHALL NOT EXCEED 5.0% GRADE AND 2.0% CROSS SLOPE.
3. ALL DIMENSIONS AND COORDINATES SHOWN ARE TO THE BACK OF CURB, OR TO THE EDGE OF SURFACING UNLESS OTHERWISE NOTED. ALL STRIPING TO BE PER THE LATEST EDITION OF THE MUTCD UNLESS NOTED OTHERWISE.
4. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING ELEVATIONS OF ALL AT-GRADE STRUCTURES AND UTILITIES TO REMAIN IN VALVE BOXES, MANHOLES, INLETS, VAULTS, ETC) TO MATCH PROPOSED FINISHED GRADES.

GRADING NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING COMPACTION TESTING.
2. ALL TOPSOIL SHALL BE STRIPPED WITHIN THE PROPOSED LIMITS OF GRADING AND SHALL BE STOCKPILED ON-SITE IN AN APPROVED LOCATION FOR LATER USE WITH ANY EXCESS TO BE DISPOSED OF OFF-SITE ONCE ALL LANDSCAPED AREAS HAVE BEEN BROUGHT TO FINISH GRADE UNLESS OTHERWISE NOTED ON THE PLANS.
3. SUBGRADE SHALL BE PROOF ROLLED WITH A HEAVILY LOADED DUMP TRUCK AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING FILL. ANY AREAS SHOWING SIGNS OF PUMPING, RUTTING, OR ANY UNSUITABLE (ORGANIC, SOFT, WET, LOOSE) MATERIAL FOUND IN PLACE SHALL BE UNDERCUT AND REPLACED, OR MOISTURE CONDITIONED AND COMPACTED TO THE SPECIFIED DENSITY AND MOISTURE CONTENT LISTED BELOW.
4. ALL EXPOSED SUBGRADE SHALL BE SCARIFIED TO A MINIMUM DEPTH OF [12"] MOISTURE CONDITIONED, AND RECOMPACTED, AS NEEDED TO ACHIEVE THE SPECIFIED DENSITY AND MOISTURE CONTENT LISTED BELOW, UNLESS OTHERWISE DETERMINED BY A GEOTECHNICAL ENGINEER.
5. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT PREPARED SUBGRADE AND RESTORE TO PROJECT SPECIFICATIONS IF DAMAGED OR COMPROMISED DUE TO INCLEMENT WEATHER AND/OR CONSTRUCTION TRAFFIC.
6. FILL MATERIAL SHALL HAVE THE FOLLOWING PROPERTIES: VIRTUALLY FREE OF ORGANICS, NO ROCK FRAGMENTS GREATER THAN [4"] WITHIN [4'] OF FINISH GRADE, LIQUID LIMIT NOT EXCEEDING [50], PLASTICITY INDEX NOT EXCEEDING [30], AND A MAXIMUM DRY DENSITY OF NO LESS THAN[100PCF] AS DETERMINED BY [ASTM D-698, STANDARD] [ASTM D-1557, MODIFIED] PROCTOR
7. PLACE FILL MATERIAL IN [8" MAXIMUM LOOSE LIFTS AND COMPACT TO REQUIREMENTS LISTED BELOW.
8. COMPACTION TESTS SHALL BE TAKEN AT THE RECOMMENDATION OF THE ON-SITE GEOTECHNICAL ENGINEER, BUT AT A MINIMUM EVERY 2,500 SQUARE FEET OF AREA PER 8" LIFT.
9. FILL MATERIAL TO BE WITHIN [+2.0%] OF OPTIMUM MOISTURE CONTENT AT THE TIME OF COMPACTION, UNLESS OTHERWISE DETERMINED BY A GEOTECHNICAL ENGINEER.
10. MINIMUM COMPACTION REQUIREMENTS ARE EXPRESSED BELOW AS A PERCENTAGE OF THE MATERIAL'S MAXIMUM DRY DENSITY AS DETERMINED BY [ASTM D-698, STANDARD] [ASTM D-1557, MODIFIED] PROCTOR.

*STRUCTURAL AREAS INCLUDE ZONES OF INFLUENCE AROUND THE BUILDING, PAVEMENT AREAS, FILL SLOPES, ETC.

11. COMPACTION WITHIN LIMITED SPACES (I.E. MANHOLES, INLETS, UTILITY TRENCHES) SHOULD BE BACKFILLED AND COMPACTED SYSTEMATICALLY, AT THE DIRECTION OF THE ON-SITE GEOTECHNICAL ENGINEER. STONE BACKFILL SHALL BE INSTALLED IN 12" MAXIMUM LOOSE LIFTS AND COMPACTED WITH 6-8 PASSES OF A VIBRATORY COMPACTOR.
12. CLEARING LIMITS SHALL BE 5' OUTSIDE OF ALL PROPOSED GRADED AREAS OR NOT BE BEYOND THE PROPERTY LINES WHICHEVER IS LESS.
13. NO GRADING OFF-SITE OR IN ANY ROAD RIGHT-OF-WAY WITHOUT PROPER APPROVALS AND PRIOR NOTIFICATION.
14. COORDINATE THE SEQUENCING OF ALL GRADING OPERATIONS WITH THE EROSION CONTROL PLAN.
15. THE MAXIMUM SLOPE IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2.0% GRADE IN ANY DIRECTION. SLOPE IN THE DIRECTION OF TRAVEL IN ALL HANDICAP ACCESS ROUTES SHALL NOT EXCEED 5.0% GRADE AND 2.0% CROSS SLOPE.
16. ALL GRADING ADJACENT TO EXISTING OR PROPOSED BUILDINGS SHALL BE SLOPED AWAY FROM THE STRUCTURES AT A MINIMUM OF 1.0% GRADE. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM THE STRUCTURES. NOTIFY JMJ GROUP OF ANY DISCREPANCIES.
17. PROPOSED GRADES INDICATED ON THIS PLAN ARE TO FINISH GRADE. THE CONTRACTOR SHALL MAKE SUBGRADE ADJUSTMENTS FOR TOPSOIL, PAVING, BUILDING PAD, ETC.
18. ALL PROPOSED STORM INLETS (GRATES, CURB, YARD, AREA DRAINS) SHALL BE LOCATED AT THE LOWPOINTS. GRADING SHALL BE TO DIRECT RUNOFF TO THESE INLETS. NOTIFY JMJ GROUP OF ANY DISCREPANCIES.
19. STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY SAMFORD GROUP, LLC. OF ANY DISCREPANCIES.
20. FILL SLOPES SHOULD BE BENCHED INTO THE EXISTING SLOPES AND SHOULD BE COORDINATED WITH THE ONSITE GEOTECHNICAL ENGINEER FOR BENCH DETAILS (HEIGHT AND DEPTH OF BENCH INTO THE SLOPE)
21. A GEOTECHNICAL REPORT HAS NOT BEEN PROVIDED BY THE OWNER. CONTRACTOR TO OBTAIN GEOTECHNICAL REPORT PRIOR TO CONSTRUCTION. CONTRACTOR TO REVIEW THIS REPORT, VISIT THE SITE AND COMPLETE ANY ADDITIONAL EXPLORATIONS THAT IT FEELS NECESSARY IN ORDER TO PROVIDE A SATISFACTORY BID.
22. ALL STABILIZATION AND UNDERCUT & REPLACEMENT WILL BE HANDLED WITH A QUANTITY ALLOWANCE WITH UNIT PRICE BEING PROVIDED ON THE BID PROPOSAL FORM TO BE INCLUDED IN THE BASE BID.

    THE UNIT PRICE FOR "UNDERCUTTING" SHALL INCLUDE ALL COST ASSOCIATED WITH REMOVING UNSUITABLE SOIL FROM BELOW THE ESTABLISHED SUBGRADE ELEVATION, OFF-SITE DISPOSAL AND REPLACING WITH MATERIAL CONFORMING TO THE PROJECT SPECIFICATIONS AND COMPACTED TO PROJECT REQUIREMENTS. THE BASIS FOR MEASUREMENT WILL BE BASED ON A BEFORE AND AFTER CROSS SECTION SURVEY OF THE AREA IN QUESTION. NO TRUCK COUNTS WILL BE ALLOWED. MEASUREMENTS WILL BE VERIFIED BY THE OWNER'S ON-SITE GEOTECHNICAL ENGINEER.
23. UNSUITABLE MATERIAL REFERS TO MATERIAL THAT IS NOT SUITABLE FOR BUILDING OR PAVEMENT SUPPORT FOR REASONS ASSOCIATED WITH MATERIAL PROPERTIES, SUCH AS HIGHLY PLASTIC SOILS, "FAT" CLAYS, ORGANICS, AND OLD FILL MATERIAL WHICH IS OTHERWISE SUITABLE, BUT ABOVE THE OPTIMUM MOISTURE AND REQUIRES MOISTURE CONDITIONING PRIOR TO USE AS ENGINEERED FILL SHALL NOT BE CONSIDERED AS "UNSUITABLE".
24. DEWATERING SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. PREVENT SURFACE WATER AND GROUND WATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRADES, AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. PROTECT SUBGRADES FROM SOFTENING, UNDERMINING, WASHOUT, AND DAMAGE BY RAIN OR WATER ACCUMULATION. REROUTE SURFACE WATER RUNOFF AWAY FROM EXCAVATED AREAS. DO NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. DO NOT USE EXCAVATED TRENCHES AS TEMPORARY DRAINAGE DITCHES. INSTALL A DEWATERING SYSTEM TO KEEP SUBGRADES DRY AND CONVEY GROUND WATER AWAY FROM EXCAVATIONS. MAINTAIN UNTIL DEWATERING IS NO LONGER REQUIRED. IF GROUNDWATER DEWATERING IS REQUIRED, CONTRACTOR IS TO OBTAIN ANY PERMITS AS MAY BE REQUIRED PRIOR TO DISCHARGE OF EFFLUENT FROM DEWATERING.
25. WHERE ROCK IS ENCOUNTERED WITHIN 18" OF THE PAVING SUBGRADE AND 36" OF THE BUILDING SUBGRADE, SUITABLE MATERIAL SHALL BE REPLACED TO THE PROPOSED SUBGRADE ELEVATION.
26. GRADING ADJACENT TO THE BUILDING SHALL BE COORDINATED WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR FOUNDATION WALLS, STEM WALLS, DRAINS, AND OTHER CONDITIONS. THE CONTRACTOR SHALL NOTIFY SAMFORD GROUP, LLC. OF ANY DISCREPANCIES.

STORM DRAINAGE NOTES:

1. ALL EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST. CONTRACTOR MUST HAVE EXISTING UTILITIES LOCATED BY UNDERGROUND LINE LOCATORS AS WELL AS FIELD VERIFIED BY ONSITE PERSONNEL PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO SAMFORD GROUP, LLC. IMMEDIATELY.
2. ALL EXISTING IMPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE REMOVED UNLESS SPECIFICALLY NOTED, "TO REMAIN".
3. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO ANY DEMOLITION REGARDING ITEMS TO BE SALVAGED, RECYCLED, AND REUSED. CONTRACTOR SHALL REMOVE ITEMS TO BE SALVAGED WITH EXTREME CAUTION TO PREVENT DAMAGE. CONTRACTOR SHALL TURN ALL SALVAGED ITEMS OVER TO OWNER
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ADJACENT PROPERTIES AND IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS ON OR OFF SITE DUE TO THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL STORM PIPE MATERIALS TO SAMFORD GROUP, LLC. PRIOR TO INSTALLATION AND/OR FABRICATION.
6. ALL PROPOSED STORM INLETS (GRATES, CURB, YARD, AREA DRAINS) ARE TO BE LOCATED AT THE LOWPOINTS. GRADING SHALL BE TO DIRECT RUNOFF TO THESE INLETS. NOTIFY SAMFORD GROUP, LLC. OF ANY DISCREPANCIES.
7. STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY SAMFORD GROUP, LLC. OF ANY DISCREPANCIES.
8. THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED STORM PIPE GRADES AND POINTS OF CONNECTION PRIOR TO INSTALLATION. SAMFORD GROUP, LLC. SHALL BE NOTIFIED OF ANY DEVIATIONS PRIOR TO CONSTRUCTION.
9. PROPOSED STORM PIPES 30" AND LESS SHALL BE BEDDED IN 4" OF CRUSHED AGGREGATE AND STORM PIPES 36" AND GREATER SHALL BE BEDDED IN A 6" OF CRUSHED AGGREGATE.
10. ALL RIP RAP SHALL BE **[ALABAMA DEPT. OF TRANSPORTATION (ALDOT)]** STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
11. ALL STORM MANHOLES SHALL BE **HANSON CONCRETE OR APPROVED EQUAL** PRECAST CONE, RISER, AND BASE SECTIONS WITH GASKETED JOINTS MEETING **ALDOT SPECIAL DRAWING # MH-42-1-2.**
12. ALL SLOPE PAVED HEADWALLS SHALL BE PER **ALDOT SPECIAL DRAWING # HW-414-SP.**
13. ALL FLARED END SECTIONS SHALL BE PER **ALDOT SPECIAL DRAWING # FE-619.**
14. ALL IMPACT DISSIPATING HEADWALLS SHALL BE PER **ALDOT SPECIAL DRAWING #ID-421.**
15. ALL SINGLE AND DOUBLE WING CURB INLETS SHALL BE PER **ALDOT SPECIAL DRAWING # I-421-S, TYPE S3** FOR 15" TO 30" STORM PIPES AND **TYPE S4** FOR 36" TO 5-4" STORM PIPES.
16. ALL YARD INLETS SHALL BE **HANSON CONCRETE OR** APPROVED EQUAL PRECAST INLET BOXES 3-1" x 3-1" OR 4'2 x 4'-2" DEPENDING ON MAXIMUM PIPE DEFLECTIONS. YARD INLET TOP TO BE PRECAST WITH A RING AND COVER ACCESS PROVIDED THROUGH THE TOP.
17. ALL ROADSIDE DITCH INLETS SHALL BE PER **ALDOT SPECIAL DRAWING # I-421-C.**
18. ALL CONCRETE COLLARS SHALL BE PER **ALDOT SPECIAL DRAWING # CC-530.**
19. ALL BURIED JUNCTION BOXES SHALL BE PER **ALDOT SPECIAL DRAWING # JB-620-B OR TB-620-C** DEPENDING ON FILL HEIGHT.
20. PROVIDE **[4" PVC SCHEDULE 40, 4" DIP CL 350]** GRAVITY DRAIN LINE FROM ALL BELOW GRADE UTILITY VAULTS TO THE NEAREST STORM DRAINAGE INLET OR DAYLIGHT AT GRADE.

EROSION CONTROL NOTES:

1. SITE EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS.
2. SAMFORD GROUP, LLC. SHALL BE RESPONSIBLE FOR OBTAINING A "NOTICE OF INTENT"(NOI) FROM ADEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MONITORING, INSPECTIONS, ETC. TO ENSURE THE OWNER THAT THE SITE IS AT ALL TIMES IN ACCORDANCE WITH ADEM RULES & REGULATIONS. DOCUMENTATION OF INSPECTIONS BY A QCI, OR QC.P. SHALL BE MAINTAINED BY THE CONTRACTOR AND PROVIDED TO THE OWNER AT HIS/HER REQUEST. ANY AND ALL FEES, FINES, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING THE CONSTRUCTION PROCESS AND UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL EROSION CONTROL INSTALLATION AND MAINTENANCE SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER
4. EROSION CONTROL DEVICES SHOWN ON THESE PLANS ARE AT MINIMUM. ADDITIONAL DEVICES SHALL BE INSTALLED AS REQUIRED TO PREVENT SILTATION, EROSION AND/OR OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS.
5. EROSION CONTROL DEVICES SHALL INCLUDE, BUT NOT LIMITED, TO THE FOLLOWING DEVICES: SILT FENCING, BRUSH BERMS, SEDIMENT BASINS, DETENTION PONDS, STRAW WATTLES, CHECK DAMS, FILTER BERMS, JUTE MATTING, VEGETATIVE FILTER STRIPS, TURF REINFORCEMENT MAT, DIVERSION BERMS, ETC.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES IN GOOD OPERATING CONDITION DURING ALL LAND DISTURBING ACTIVITIES. THIS RESPONSIBILITY SHALL INCLUDE THE CLEANUP AND/OR REPAIRS TO THE DEVICES AT NO ADDITIONAL COST TO THE OWNER.
7. EROSION CONTROL DEVICES SHALL BE MONITORED AND MAINTAINED UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED AND AFTER EACH RAINFALL GREATER THAN 0.75 INCHES IN A 24 HOUR PERIOD. ANY WIND GUSTS GREATER THAN 25 MPH, AND ANY SUSTAINED WINDS GREATER THAN 20 MPH IN A 24 HOUR PERIOD.
8. AFTER ALL LAND DISTURBANCE ACTIVITIES HAVE CEASED AND AFTER ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED, THE EROSION CONTROL DEVICES SHALL BE REMOVED BY THE CONTRACTOR AND THE AREA CLEANED AND DRESSED.
9. DEWATERING OPERATIONS MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR POLLUTION TO ADJACENT PROPERTIES, STREAMS, DITCHES, OR PUBLIC ROADWAYS.
10. A GRAVELED ACCESS DRIVE OF SUFFICIENT SIZE SHALL BE AT EACH SITE ENTRANCE/EXIT TO PREVENT TRACKING OF DIRT AND SEDIMENT ONTO PUBLIC OR PRIVATE ROADWAYS. IF SEDIMENT REACHES THE ROADWAY, THEN IT MUST BE CLEANED AT THE END OF EACH WORKDAY.
11. ALL LAND DISTURBANCE ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE EXPOSURE OF BARE AREAS AT ANY ONE TIME.
12. ALL DISTURBED AREAS LEFT INACTIVE FOR MORE THAN 13 DAYS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH **ALDOT SPECIFICATIONS SECTION 652 AND 656.**
13. ALL PREVIOUSLY GRADED AREAS SHALL RECEIVE 4 INCHES OF TOPSOIL AND PERMANENT GRASSING UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
14. PRIOR TO SITE CLEARING, ALL PERIMETER SILT FENCING, BRUSH BERMS, ETC. AND GRAVELED ACCESS DRIVES SHALL BE INSTALLED.
15. ALL EXISTING STREAMS, DITCHES, ETC. SHALL BE PROTECTED FROM SEDIMENTS AND SILTS BY SILT FENCING, WATTLES, BRUSH BERMS, ETC.
16. WATTLES OR SILT FENCING SHALL BE INSTALLED AT ALL INLETS UPON THE COMPLETION OF EACH INLET **AS INSTALLED**
17. RIP RAP SHALL BE PLACED AT EACH HEADWALL IMMEDIATELY FOLLOWING CONSTRUCTION OF EACH HEADWALL.
18. GEOTEXTILE SHALL BE PLACED ON ALL 2:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN [SC150] OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
19. GEOTEXTILE SHALL BE PLACED ON ALL 3:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN [S150] OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
20. GEOTEXTILE SHALL BE PLACED ON ALL DITCH BOTTOMS & (1') UP EACH SIDE. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN [SC150] OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.

UTILITY NOTES:

1. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO ANY DEMOLITION REGARDING ITEMS TO BE SALVAGED, RECYCLED, AND REUSED. CONTRACTOR SHALL REMOVE ITEMS TO BE SALVAGED WITH EXTREME CAUTION TO PREVENT DAMAGE. CONTRACTOR SHALL TURN ALL SALVAGED ITEMS OVER TO OWNER.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR COMPLETING ALL UTILITY SERVICES (WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, CABLE TV) FROM THE POINT THE RESPECTIVE UTILITY COMPANY COMPLETES THEIR WORK TO THE POINT OF CONNECTION AT THE BUILDING.
3. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, ETC. PLANS FOR ALL PROPOSED UTILITY POINTS OF CONNECTION AT THE BUILDING. NOTIFY JMJ GROUP OF ANY DISCREPANCIES.
4. GRAVITY SEWER SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY JMJ GROUP OF ANY DISCREPANCIES.
5. THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED GRAVITY SEWER PIPE GRADES AND POINTS OF CONNECTION PRIOR TO INSTALLATION. JMJ GROUP SHALL BE NOTIFIED OF ANY DEVIATIONS PRIOR TO CONSTRUCTION.
6. WATER MAINS 4 INCHES IN DIAMETER AND GREATER SHALL BE **DIP(CL 350)** AND WATER MAINS LESS THAN 3 INCHES IN DIAMETER SHALL BE **TYPE "K" COPPER** UNLESS OTHERWISE INDICATED ON THE PLANS.
7. WATER MAINS AND SERVICES SHALL BE A MINIMUM OF 10 FEET HORIZONTAL AND 2 FEET VERTICAL FROM ALL SANITARY SEWER MAINS AND LATERALS.
8. WATER MAINS AND SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL UTILITY COMPANY'S REQUIREMENTS. ALL MAINS AND SERVICES SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER UNLESS OTHERWISE INDICATED ON PLANS.
9. ALL SANITARY SEWER MAINS AND LATERALS SHALL BE **PVC C900 (CL 150 DR-18)** UNLESS OTHERWISE REQUIRED BY THE LOCAL UTILITY COMPANY.
10. ALL UNDERGROUND (ELECTRICAL, TELEPHONE AND CABLE TV) SHALL BE INSTALLED IN PVC CONDUIT OR CONCRETE ENCASED DUCT BANK WITH PULL WIRE MEETING THE LOCAL UTILITY COMPANY'S REQUIREMENTS. INFORMATION SHOWN ON CIVIL DRAWINGS FOR REFERENCE ONLY. REFER TO ELECTRICAL PLANS FOR SPECIFIC INFORMATION.
11. GAS SERVICE SHALL BE PER THE LOCAL UTILITY COMPANY'S REQUIREMENTS. INFORMATION SHOWN ON CIVIL DRAWINGS FOR REFERENCE ONLY. COORDINATE WITH MECHANICAL ENGINEER AND UTILITY COMPANY.
12. UTILITY TRENCHES SHALL BE BACKFILLED WITH COMPACTED FILL PLACED IN 6 INCH LOOSE LIFTS. FILL SHALL BE COMPACTED TO 98% STANDARD PROCTOR AND OPTIMUM MOISTURE CONTENT WITHIN ±2.0%.
13. WHEN INSTALLING UTILITIES IN EXISTING PAVED AREAS OR IN AREAS WHERE SOILS ARE CONSIDERED UNSUITABLE FOR BEDDING OR BACKFILLING, UTILITY TRENCHES SHALL BE BACKFILLED FULL DEPTH WITH CRUSHED AGGREGATE.
14. WHERE UTILITIES ARE TO BE INSTALLED IN AREAS OF EXISTING (PAVING, HARDSCAPE, SIDEWALKS, ETC.) CONTRACTOR SHALL SAWCUT AND REMOVE EXISTING (PAVING, HARDSCAPE, SIDEWALK, ETC.) AND REPLACE IN LIKE KIND AND RESTRIPE AS NECESSARY. BACKFILL TRENCH FULL DEPTH WITH STONE.
15. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING ELEVATIONS OF ALL AT-GRADE STRUCTURES AND UTILITIES TO REMAIN (VALVE BOXES, MANHOLES, INLETS, VAULTS, ETC) TO MATCH PROPOSED FINISHED GRADES.
16. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TAMPER SWITCHES AND ASSOCIATED CONDUIT, WIRING, ETC ON FIRE SERVICE POST INDICATOR VALVES AND VALVES IN PIT MOUNTED FIRE BACKFLOW PREVENTOR ASSEMBLIES. COORDINATE WITH FIRE PROTECTION AND ELECTRICAL PLANS.
17. PROVIDE 4" PVC SCHEDULE 40 GRAVITY DRAIN LINE FROM ALL BELOW GRADE UTILITY VAULTS TO THE NEAREST STORM DRAINAGE INLET OR DAYLIGHT AT GRADE.

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE LATEST EDITION AND REVISION OF PART VI OF THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE APPROVED TRAFFIC CONTROL PLAN FOR ALL CONSTRUCTION WITHIN WORK AREAS SHOWN AND DESCRIBED IN PART VI OF THE MUTCD.
2. PERMANENT ROADWAY SIGNS OR TEMPORARY CONSTRUCTION SIGNS WHICH ARE NOT APPLICABLE OR INAPPROPRIATE FOR THE CURRENT CONDITIONS SHALL BE COVERED OR REMOVED.
3. THE DIMENSIONS SHOWN OR DESCRIBED FOR LOCATING CONSTRUCTION SIGNS ARE NOMINAL. THE ACTUAL DIMENSIONS SHALL BE ADJUSTED TO BEST FIT LOCAL CONDITIONS AND PROVIDE MAXIMUM VISIBILITY.
4. IF TRAFFIC CONTROL DEVICES ARE NECESSARY FOR PROPER WARNING AND TRAFFIC CONTROL AFTER SUNSET, THEN AS A MINIMUM, TYPE "B" WARNING LIGHTS SHALL BE PLACED ON THE FIRST WARNING SIGN AND CHANNELIZING DRUM AND TYPE "A" REFLECTIVE SHEETING SHALL BE REQUIRED ON ALL SIGNS.
5. HAZARDOUS CONDITIONS ON OPEN ROADWAYS SUCH AS PAVEMENT DROP-OFFS IN EXCESS OF 2", CONSTRUCTION MATERIALS, VEHICLES, OR EQUIPMENT STORED OR PLACED WITHIN THE ROADWAY RIGHT-OF-WAY, AND OPEN TRENCHES ACROSS OR NEAR THE ROADWAY SHALL NOT BE ALLOWED UNLESS THE CONTRACTOR IS ON SITE AND WORKING, AND PROPER TRAFFIC CONTROL MEASURES ARE BEING TAKEN.
6. THE CONTRACTOR SHALL KEEP OPEN ROADWAYS CLEAN AND FREE OF CONSTRUCTION DEBRIS, DIRT, LOOSE GRAVEL OR OTHER MATERIAL THAT MAY CAUSE HAZARDOUS DRIVING CONDITIONS.
7. TRAFFIC CONTROL DEVICES SHALL MEET THE STANDARD MATERIAL AND INSTALLATION REQUIREMENTS SPECIFIED IN THE CURRENT EDITION OF THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
8. ROADWAYS AND DRIVEWAYS SHALL REMAIN OPEN DURING CONSTRUCTION. CHANNELIZING DEVICES SHALL BE PLACED AT 10' ON CENTER ALONG MINIMUM 20' RADII TO CHANNELIZE TRAFFIC INTO AND OUT OF INTERSECTING ROAD AND DRIVES WITHIN AREAS WHERE CHANNELIZING DEVICES ARE REQUIRED. TEMPORARY REGULATORY SIGNS SUCH AS STOP SIGNS AND YIELD SIGNS SHALL BE PLACED AS NECESSARY FOR PROPER TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.

SAMFORD GROUP

SAMFORD GROUP, LLC.
2449 MOORE'S MILL ROAD
SUITE 120
AUBURN, AL 36830

SAMFORDGROUP.LLC.COM

REV.	DATE	DESCRIPTION

BROOKSTONE MANOR

2560 ROCKY RIDGE ROAD
VESTAVIA HILLS, JEFFERSON COUNTY, AL 35243

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SEAL:

ALABAMA LICENSED PROFESSIONAL ENGINEER No. 53032 ENGINEER GREGORY H. HAYES

Authorized By: Gregory H. Elford Jr.
Alabama License Number: 53032

811 Call Before You Dig

DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

NORTH ARROW

0' 15' 30' 60'
SCALE: 1" = 30'

JOB NUMBER:	005
DATE:	7/10/2025

SHEET TITLE:

GENERAL NOTES

C-0.1

NOTES:

1. Field work for this survey was completed on 09/22/2023.
2. All easements and rights-of-way of which the surveyor had knowledge at the time of the survey have been shown. The surveyor has made no investigation or search for easements or record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
3. The bearing base for this survey is based on NAD83, Alabama State Plane Coordinate System (West Zone) as determined by RTK GPS observations with correction provided by the ALDOT VRS CORS network.
4. According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Vestavia Hills, Jefferson County, Alabama (Community Number N/A), Map Number 01073C0567J, Effective Date 9/24/2021, this site lies within Zone X defined as "Areas determined to be outside the 0.2% chance floodplain." Zone X (Shaded) defined as "0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile." Zone AE defined as "With BFE (Base Flood Elevation) or Depth." and Regulatory Floodway.
5. No underground utilities were located as part of this survey.

LEGAL DESCRIPTION: INSTR# 2021-122832

Beginning at the Northwest corner of the NE ¼ of the NE ¼ of Section 32, Township 18 South, Range 2 West in Jefferson County, Alabama, run South along the West line of said quarter-quarter section 997.78 feet to point of beginning, thence run South along said WEst line 102.29 feet, thence turning an angle to the left o 73°40' and run Southeasterly 703.64 feet to an intersection with the Westerly line of Rocky Ridge Road, said point of intersection being 25 feet West of the centerline of said road, thence turning an angle to the left of 79°2' and run Northeasterly along said Westerly line of said road 100 feet, thence turning an angle to the left of 100°58" and run Westrly 751.43 feet to the point of beginning.

SURVEYOR'S STATEMENT

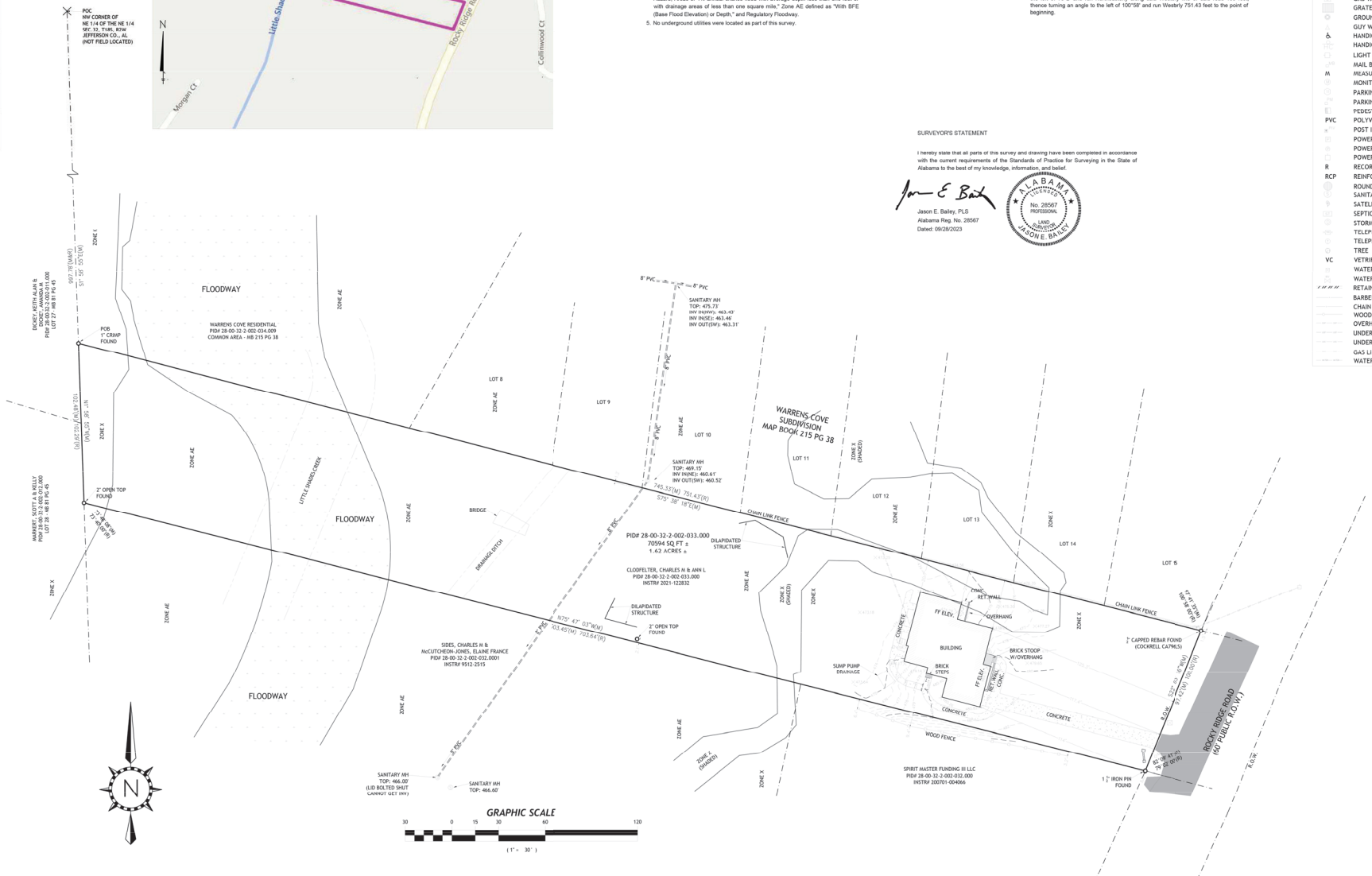
I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jason E. Bailey, PLS
Alabama Reg. No. 28567
Dated: 09/28/2023

ALABAMA No. 28567 PROFESSIONAL LAND SURVEYOR JASON E. BAILEY

LEGEND

	AIR CONDITIONER
	BENCHMARK
	BOLLARD
	CLEAN OUT
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED PLASTIC PIPE
	DOWNSPOUT
DIP	DUCTILE IRON PIPE
	ELECTRIC BOX
	FIBER OPTIC MARKER
	FIRE DEPT CONNECTION
	GAS METER
	GAS REGULATOR
	GAS VALVE
	GRATE INLET
	GROUND LIGHT
	GUY WIRE
	HANDICAPPED
	HANDICAPPED SIGN
	LIGHT STANDARD
	MAIL BOX
M	MEASURED
	MONITORING WELL
	PARKING COUNT
	PARKING METER
	PEDESTRIAN SIGNAL
PVC	POLYVINYL CHLORIDE PIPE
	POST INDICATOR VALVE
	POWER METER
	POWER MANHOLE
	POWER POLE
R	RECORDED
RCP	REINFORCED CONCRETE PIPE
	ROUND GRATE INLET
	SANITARY MANHOLE
	SATELLITE DISH
	SEPTIC TANK
	STORM MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TREE
VC	VETRIFIED CLAY PIPE
	WATER METER
	WATER VALVE
	RETAINING WALL
	BARBED WIRE FENCE
	CHAIN LINK FENCE
	WOOD FENCE
	OVERHEAD POWER
	UNDERGROUND POWER
	UNDERGROUND COMM
	GAS LINE
	WATER LINE



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DRAWN BY: SB
CHECKED BY: JEB
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DATE: 09/28/2023

PROJECT: 2560 ROCKY RIDGE ROAD
VESTAVIA HILLS, ALABAMA 35243

CLIENT: FLOOD-CON
209 OXMOOR CIRCLE, SUITE 710, HOMEWOOD, AL 35209

TITLE: PROPERTY BOUNDARY SURVEY & TOPOGRAPHIC SURVEY

BAILEY LAND GROUP
LAND SURVEYING & ENGINEERING
4121 Smokey Road
Alabaster, AL 35007
P: 205.978.0080 F: 205.624.3334
www.baileylandgroup.com
CA: AL-8891S

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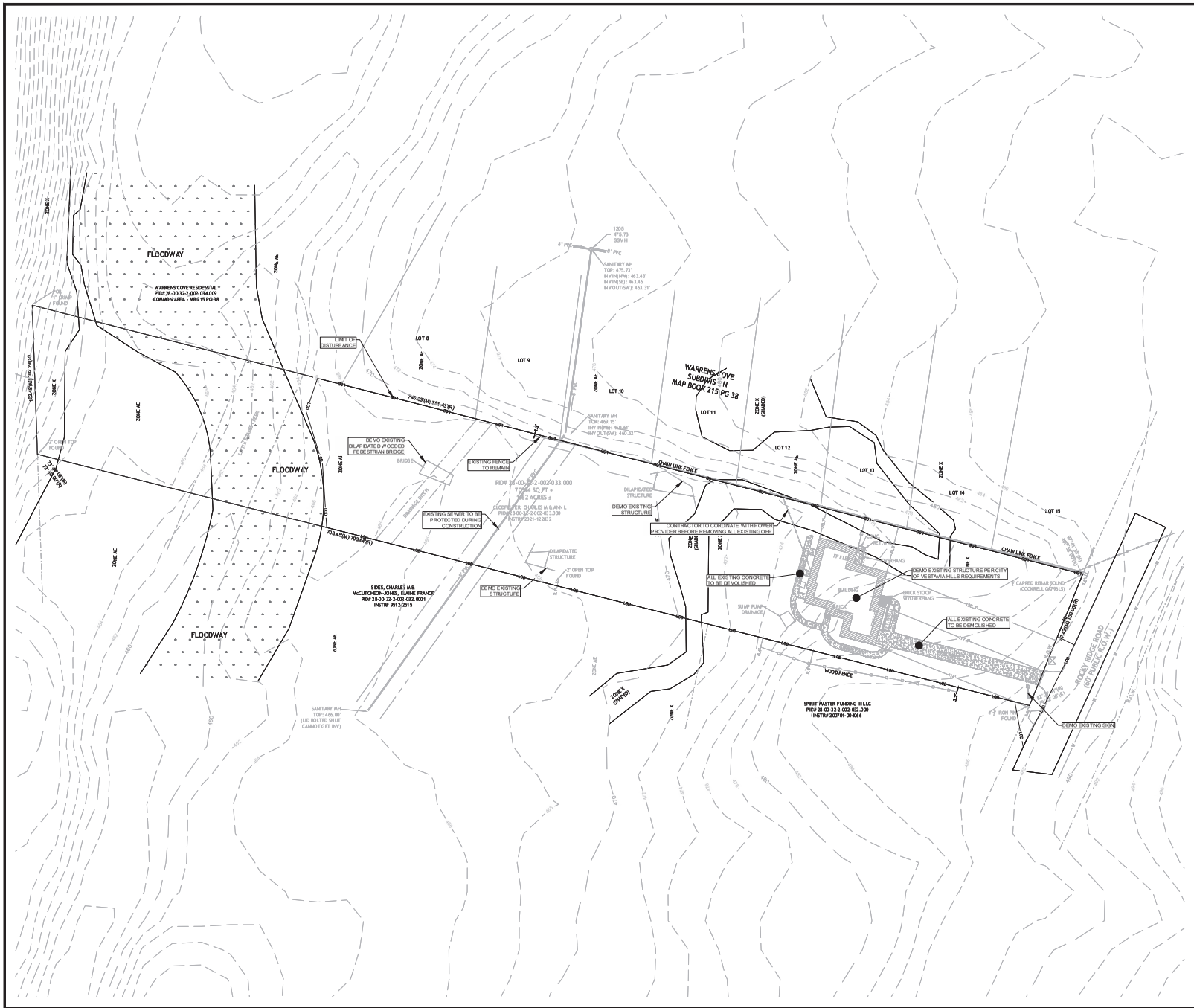
Feb 17, 2025 - 1:41pm Scott Blasingame



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BROOKSTONE MANOR

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No. 53032
GREGORY HAYES ELFORD JR.

Authorized By: Gregory H. Elford Jr.
Alabama License Number: 53032

811 Alabama One Call

DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

NORTH ARROW

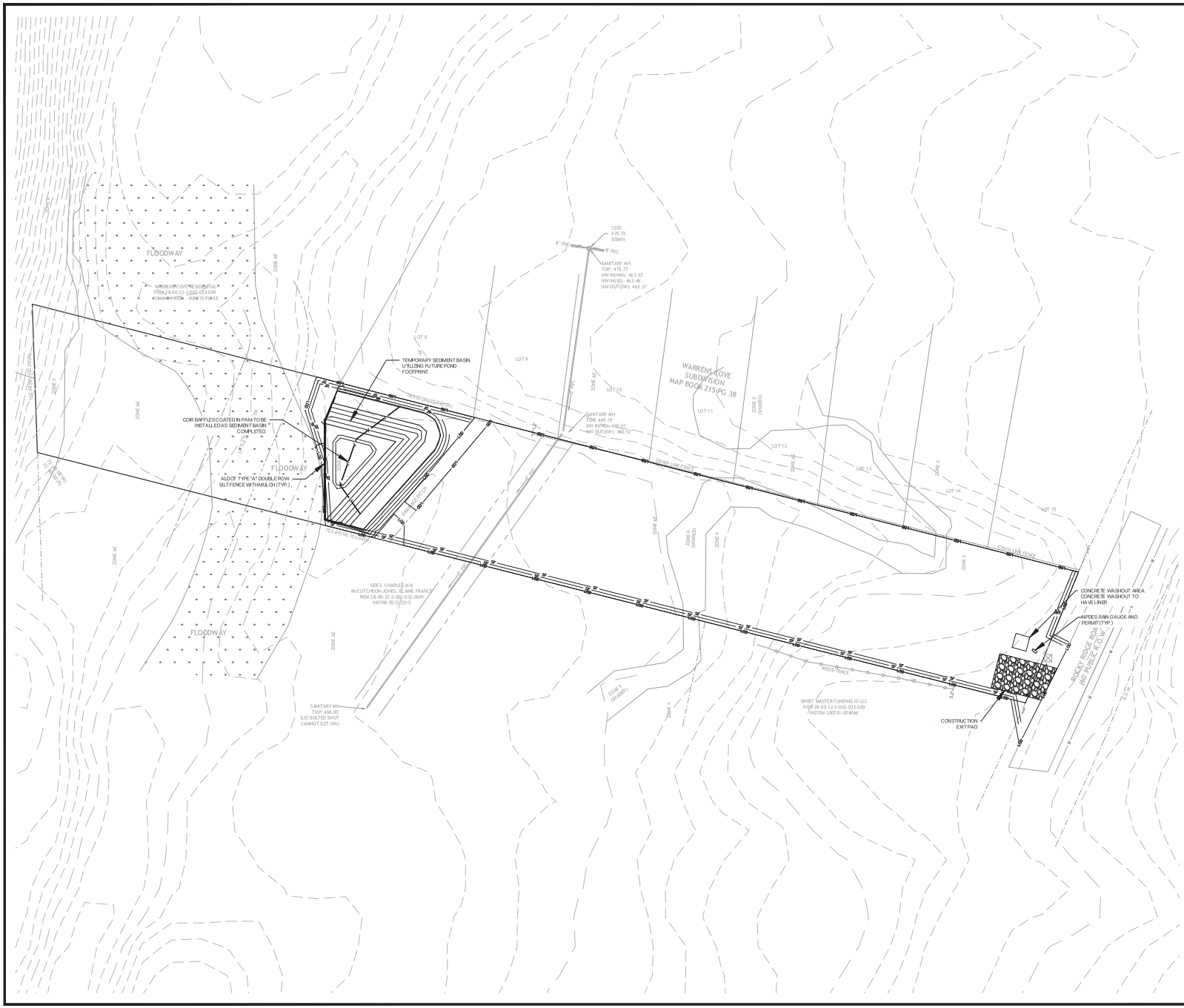
0 15' 30' 60'
SCALE: 1" = 30'

JOB NUMBER:	005
DATE:	7/10/2025

SHEET TITLE:

DEMO PLAN

C-1.0



EROSION CONTROL NOTES:

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SHEET LEGEND

- RIP-RAP OUTLET PROTECTION
- INLET PROTECTION
- TEMPORARY SEDIMENT BASIN
- COIR BAFFLE
- CONSTRUCTION ENTRANCE PAD
- ALDOT TYPE 'A' SILT FENCE
- EROSION CONTROL BLANKETS
- ROCK CHECK DAMS

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DRAWN BY:	JM
DESIGNED BY:	JM
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SCALE & NORTH ARROW:

NORTH ARROW

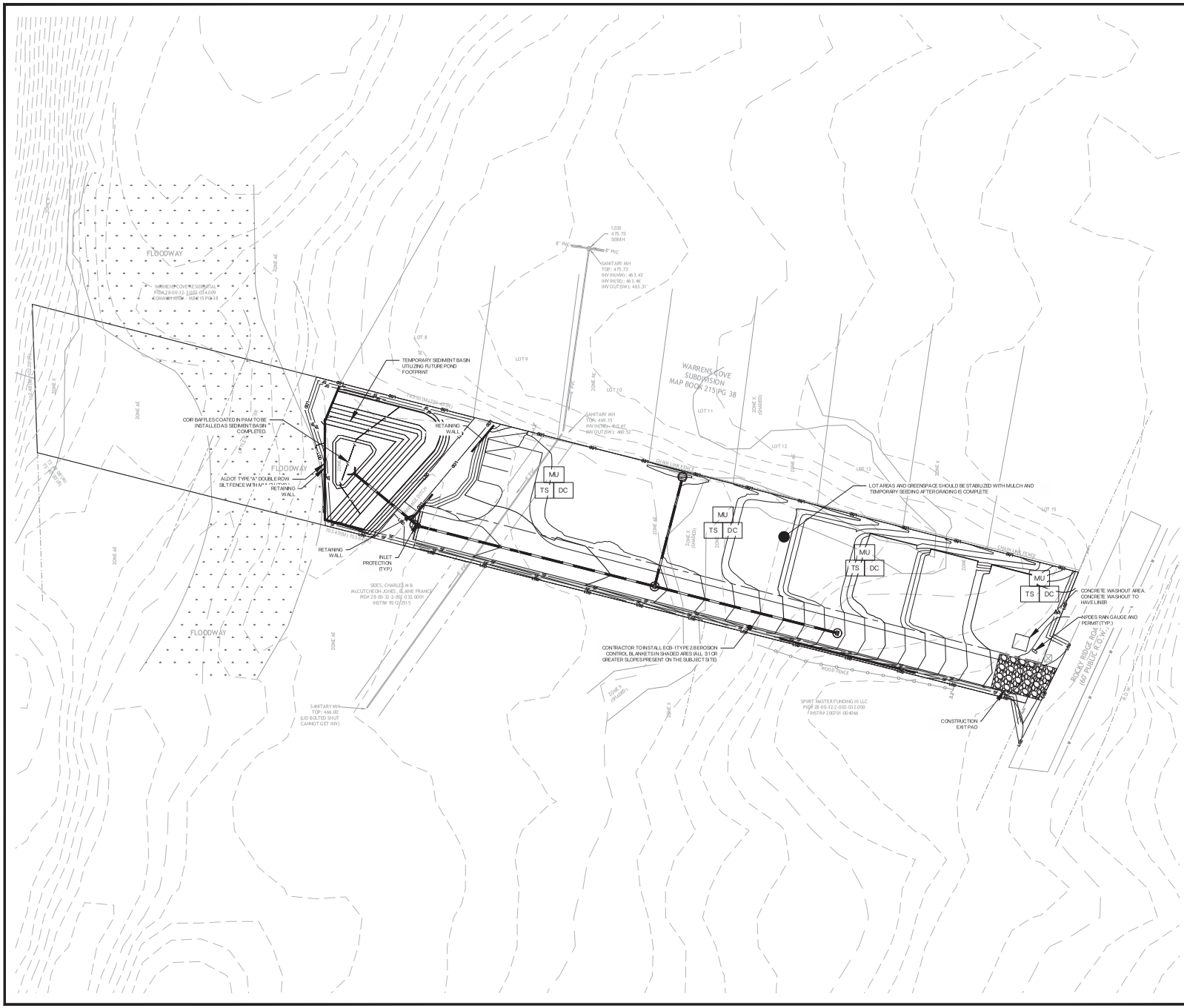
0 15 30 60
SCALE: 1" = 30'

JOB NUMBER:	005
DATE:	7/10/2025

SHEET TITLE:

EROSION PLAN PH1

C-2.0



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Authorized By: Gregory H. Biford Jr.
Alabama License Number: 53032

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DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

NORTH ARROW

0' 15' 30' 60'

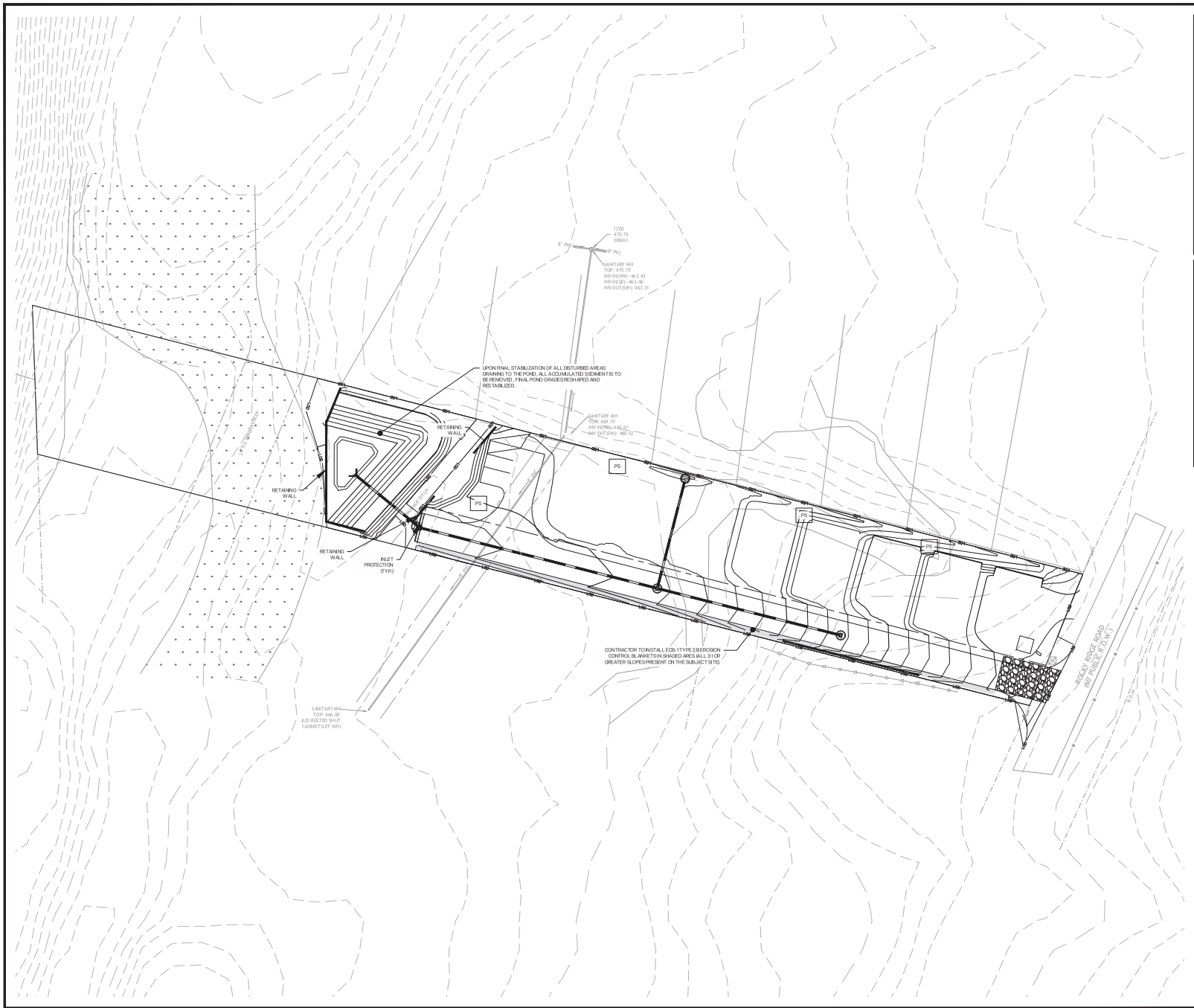
SCALE: 1" = 30'

JOB NUMBER:	005
DATE:	7/10/2025

SHEET TITLE:

EROSION PLAN PH2

C-2.1



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NORTH ARROW

0 15 30 60
SCALE: 1" = 30'

JOB NUMBER:	005
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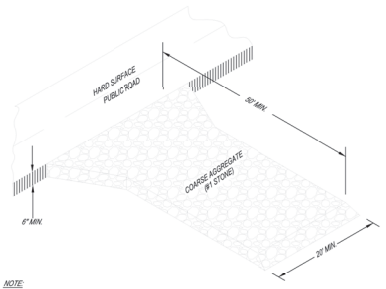
SHEET TITLE:

EROSION PLAN PH3

C-2.2

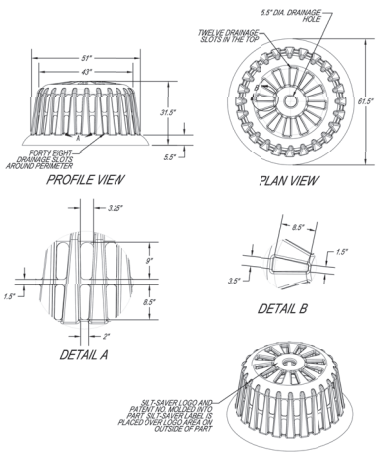
CONSTRUCTION EXIT PAD (CEP)



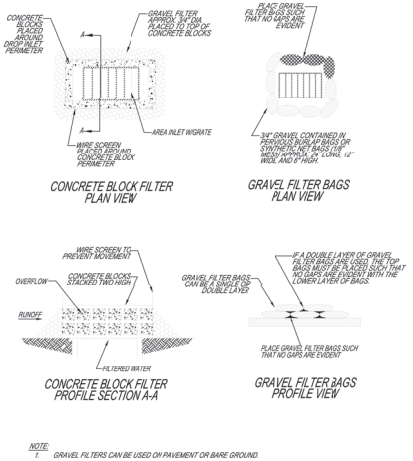
NOTE:
1. INSTALL GEOTEXTILE FABRIC UNDER THE #1 STONE TO EXTEND THE LIFE OF THE ENTRANCE.

SILT-SAVER ROUND FRAME

P/N SS-100

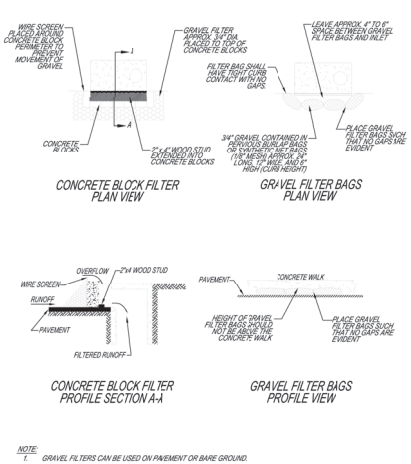


TYPICAL EXCAVATED DROP INLET PROTECTION (EIP)



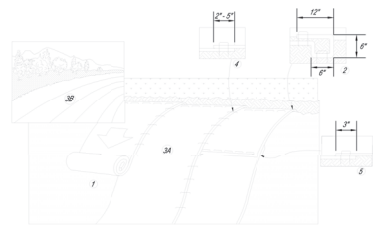
NOTE:
1. GRAVEL FILTERS CAN BE USED ON PAVEMENT OR BARE GROUND.

TYPICAL CURB INLET GRAVEL FILTER



NOTE:
1. GRAVEL FILTERS CAN BE USED ON PAVEMENT OR BARE GROUND.

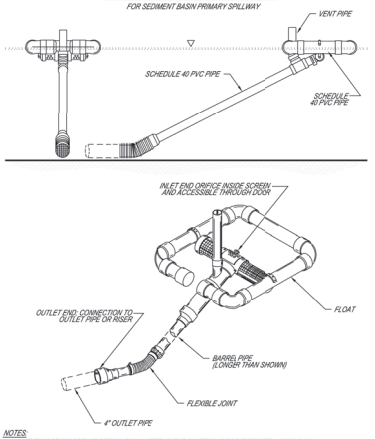
SLOPE INSTALLATION



NOTES:
1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPs), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECPs IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RECPs EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECPs WITH A ROW OF STAPLES/STAKES APPROXIMATELY 1" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF RECPs BACK OVER SEED AND COMPACTED SOIL. SECURE RECPs OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RECPs.
3. ROLL THE RECPs (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. RECPs WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECPs MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT 3 SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECPs MUST BE STAPLED WITH APPROXIMATELY 2" - 5" OVERLAP DEPENDING ON RECPs TYPE.
5. CONSECUTIVE RECPs SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE APPROXIMATE 3", OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE RECPs WIDTH.
6. IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE RECPs.
7. RECPS SHALL BE IDENTIFIED AND DESIGNED ACCORDING TO THE CLASSIFICATION DESIGNATION GIVEN IN TABLES ECB-1, ECB-2, ECB-3, AND ECB-4 OF THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS (LATEST EDITION).

"SKIMMER" OUTLET STRUCTURE

FOR SEDIMENT BASIN PRIMARY SPILLWAY



NOTES:
1. THE MOST IMPORTANT DESIGN PARAMETER IS THE CONTROL OF ORIFICE SIZE, WHICH CAN CONTROL THE DESIRED DEWATERING TIME. THE LONGER THE DEWATERING TIME, THE BETTER THE QUALITY OF WATER DISCHARGED FROM THE SEDIMENT BASIN.
2. SKIMMER DESIGN BY: W. FAIRCLOTH, PATENT # 5,820,751
3. SKIMMER SHALL BE DESIGNED IN ACCORDANCE WITH THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS (LATEST EDITION).

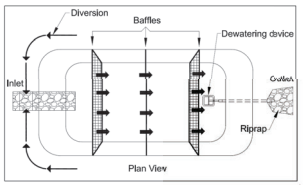


Figure SBN-1 Porous Baffles in a Sediment Basin
(modified from the North Carolina Erosion and Sediment Control Planning and Design Manual.)

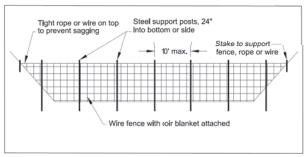


Figure SBN-2: Cross-Section of a Porous Baffle in a Sediment Basin.
Note: there is no weir because the water flows through the baffle material.
(from North Carolina Erosion and Sediment Control Planning and Design Manual.)

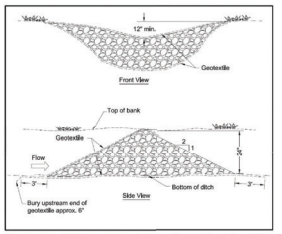


Figure CD-1 Profile and Cross-Section of Typical Rock Check Dams

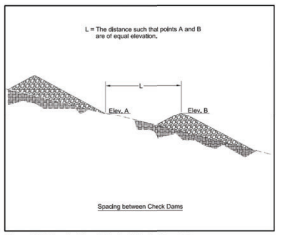


Figure CD-2 Profile of Typical Rock Check Dams

Table TS-1 Commonly Used Plants for Temporary Cover[1]

Species	Seeding Rate/AC PLS[2]	North	Central	South
		Seeding Dates		
Millet, Browntop or German	40 lbs	Apr1-Aug 1	Apr1- Aug 15	Apr 1-Aug 15
Rye	3 bu	Sep 1-Nov 15	Sep 15-Nov 15	Sep 15-Nov 15
Ryegrass	30 lbs	Aug 1-Sep 15	Sep 1-Oct 15	Sep 1-Oct 15
Sorghum-Sudan Hybrids	40 lbs	May 1-Aug 1	Apr 15-Aug 1	Apr 1-Aug 15
Sudangrass	40 lbs	May 1-Aug 1	Apr 15-Aug	Apr 1-Aug 15
Wheat	3 bu	Sep 1-Nov 1	Sep 15-Nov 15	Sep 15-Nov 15
Common Bermudagrass	10 lbs	Apr 1-July 1	Mar 15-July 15	Mar 1-July 15
Crimson Clover	10 lbs	Sept 1-Nov 1	Sept 1-Nov 1	Sept 1-Nov 1

1 DO NOT USE Seeding Rates as part of a mixture
2 PLS means Pure Live Seed and is used to adjust seeding rates. For example, to plant 10 lbs PLS of a species with germination of 80% and purity of 90%, PLS= 0.8 X 0.9 = 72%. 10lbs PLS = 10/0.72 = 13.9 lbs of the species to be planted.

Table DC-1 Spray-on Adhesives for Dust Control on Mineral Soil

Material	Water Dilution (adhesive:water)	Type of Nozzle	Apply Gal/Ac
Anionic Asphalt Emulsion	7:1	Coarse Spray	1,200
Latex Emulsion	12.5:1	Fine Spray	235
Resin in Water	4:1	Fine Spray	300

SAMFORD GROUP

SAMFORD GROUP, LLC.
2449 MOORE'S MILL ROAD
SUITE 120
AUBURN, AL 36830

SAMFORDGROUPLLC.COM

REV.	DATE	DESCRIPTION

BROOKSTONE MANOR
2560 ROCKY RIDGE ROAD
VESTAVIA HILLS, JEFFERSON COUNTY, AL 35243

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SEAL:

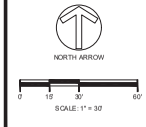
Authorized By: Gregory H. Elford Jr.
Alabama License Number: 53032

811

DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

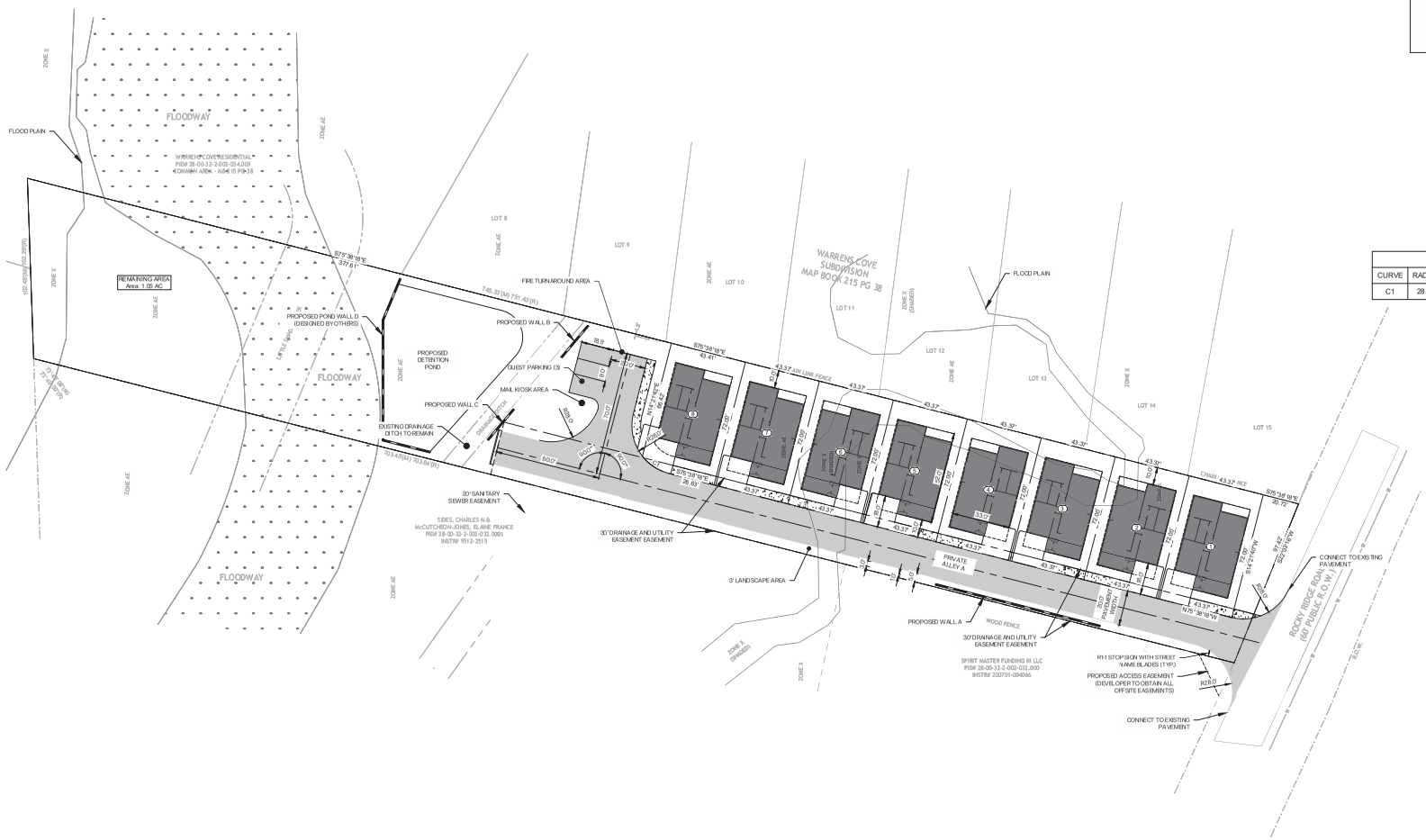


JOB NUMBER:	005
DATE:	7/10/2025

SHEET TITLE:

EROSION PLAN NOTES

C-2.3


FLOOD PLAIN
FLOODWAY
ZONE X
ZONE AE
WARRENS COVE RESIDENTIAL
PID# 28-00-32-2-002-034.009
COMMON AREA - MAP 15 PG 38
REMAINING AREA
Area: 1.05 AC
PROPOSED POND WALL D
(DESIGNED BY OTHERS)
PROPOSED
DETENTION
POND
FIRE TURNAROUND AREA
PROPOSED WALL B
GUEST PARKING (3)
MAIL KIOSK AREA
PROPOSED WALL C
EXISTING DRAINAGE
DITCH TO REMAIN
DRAINAGE DITCH
20' SANITARY
SEWER EASEMENT
SIDES, CHARLES M &
McCUTCHEON-JONES, ELAINE FRANCE
PID# 28-00-32-2-002-032.0001
INST# 9512-2515
30' DRAINAGE AND UTILITY
EASEMENT EASEMENT
3' LANDSCAPE AREA
PRIVATE
ALLEY A
PROPOSED WALL A
WOOD FENCE
30' DRAINAGE AND UTILITY
EASEMENT EASEMENT
SPIRIT MASTER FUNDING III LLC
PID# 28-00-32-2-002-033.000
INST# 20070I-004066
R1-1 STOP SIGN WITH STREET
NAME BLADES (TYP.)
PROPOSED ACCESS EASEMENT
(DEVELOPER TO OBTAIN ALL
OFF SITE EASEMENTS)
CONNECT TO EXISTING
PAVEMENT
ROCKY RIDGE ROAD
(60' PUBLIC R.O.W.)
WARRENS COVE
SUBDIVISION
MAP BOOK 215 PG 38
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
FLOOD PLAIN
S79°38'18"E
377.61'
S79°38'18"E
43.37'
43.37' MIN LIVING SPACE
S25°38'18"E
26.83'
S25°38'18"E
30.72'
S20°38'18"E
30.72'
N15°38'18"W
60.00'
R50.00'
R50.00'
N74°21'42"E
49.45'
S74°21'42"W
49.45'
CHORD 43.37' RCE
N74°21'42"E
49.45'
S20°38'18"E
30.72'
N15°38'18"W
30.72'
N74°21'42"E
49.45'
S74°21'42"W
49.45'
S20°38'18"E
30.72'
N15°38'18"W
30.72'
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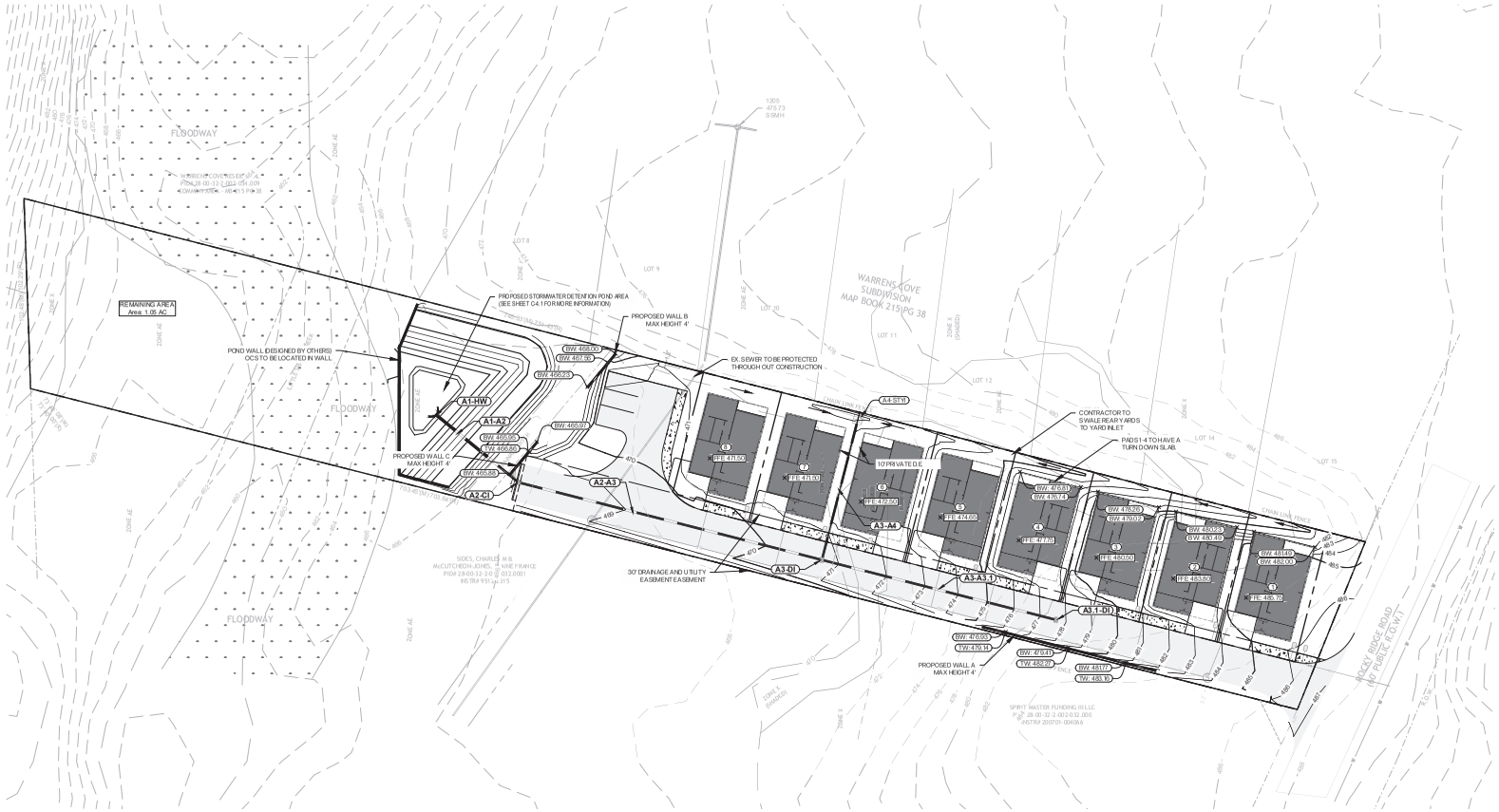
N15°38'18"W
30.72


REMAINING AREA
Area 1.05 AC
POND WALL DESIGNED BY OTHERS)
OCSTO BE LOCATED IN WALL
PROPOSED STORMWATER DETENTION POND AREA
(SEE SHEET C4.1 FOR MORE INFORMATION)
PROPOSED WALL B
MAX HEIGHT 4'
PROPOSED WALL C
MAX HEIGHT 4'
EX. SEWER TO BE PROTECTED
THROUGH OUT CONSTRUCTION
A1-HW
A1-A2
A2-A3
A2-CI
A3-A4
A3-DI
A3.1-DI
A4-STYI
A3-A3.1
BW: 468.00
IW: 467.90
BW: 468.25
BW: 468.04
BW: 468.05
IW: 467.95
BW: 468.05
IW: 467.85
BW: 470.03
IW: 469.93
BW: 469.41
IW: 469.31
BW: 469.00
IW: 468.90
BW: 468.77
IW: 468.67
BW: 468.53
IW: 468.43
BW: 468.39
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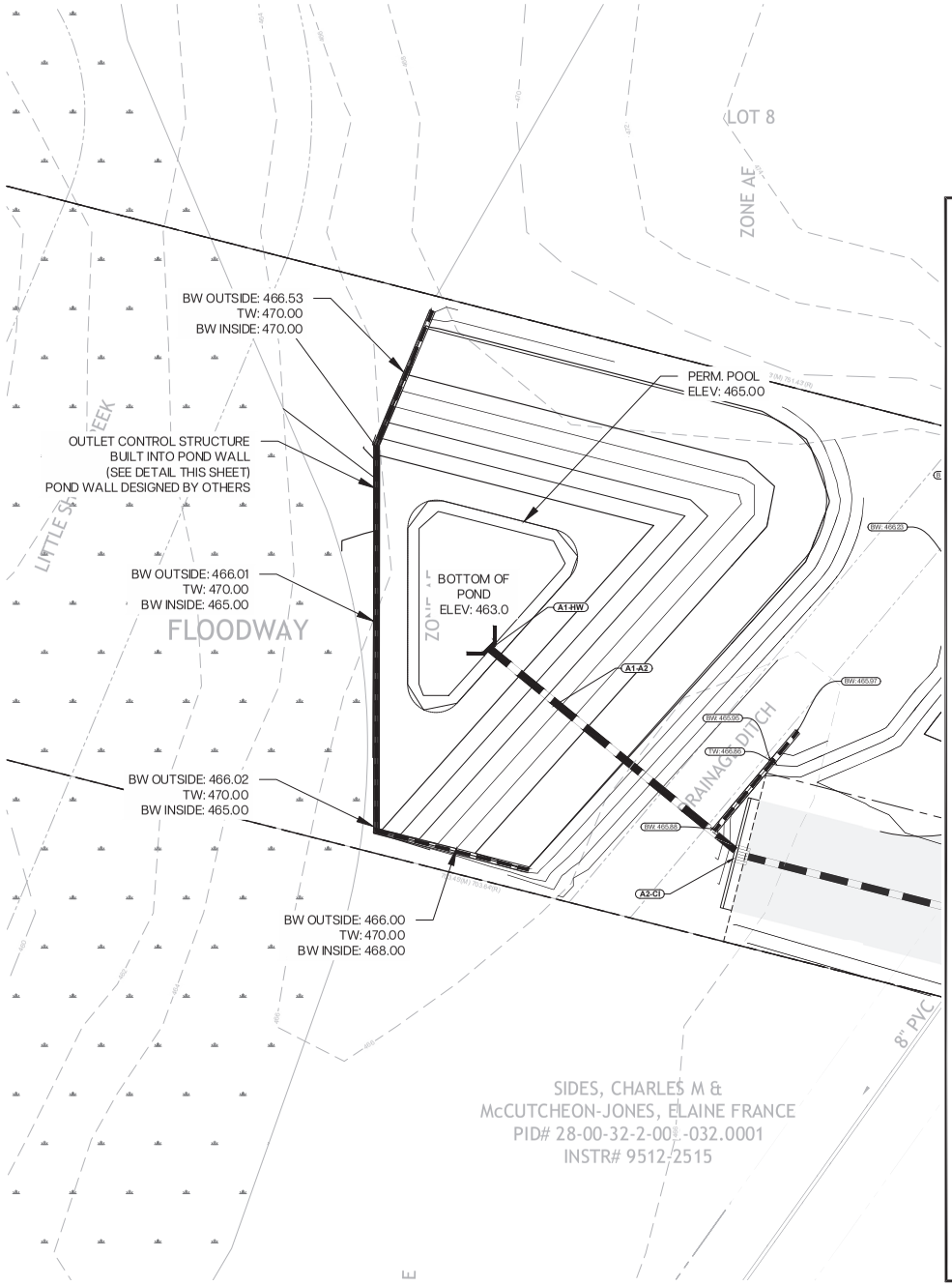
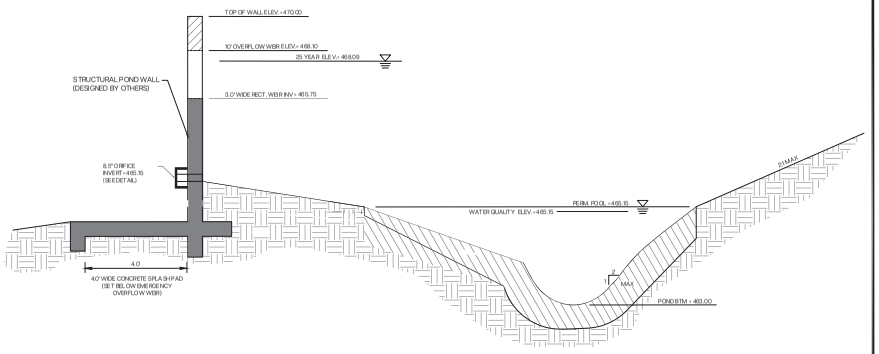
BW: 468.05
IW: 467.95
BW: 468.05
IW: 467.95

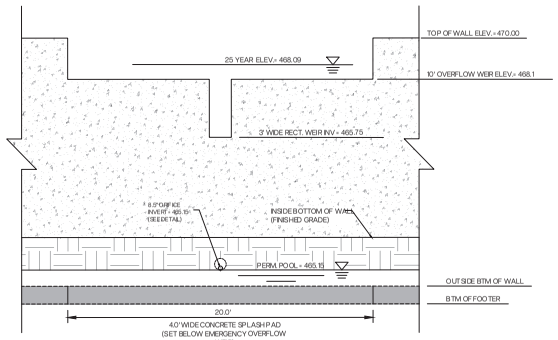


OCS / POND CROSS SECTION



OCS FRONT VIEW

(FROM INSIDE OF POND, NTS)



WALLED DAM WET DETENTION POND OCS DETAIL

SAMFORD GROUP

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SUITE 120
AUBURN, AL 36830

SAMFORDGROUPLLC.COM

DESCRIPTION:

DATE:

REV.

BROOKSTONE MANOR

2560 ROCKY RIDGE ROAD

VESTAVIA HILLS, JEFFERSON COUNTY, AL 35243

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SEAL:

ALABAMA LICENSED PROFESSIONAL ENGINEER
No. 53032
GREGORY HAYES ELFORD

Authorized By: Gregory H. Elford Jr.
Alabama License Number: 53032

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DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

NORTH ARROW

0' 5' 10' 20'

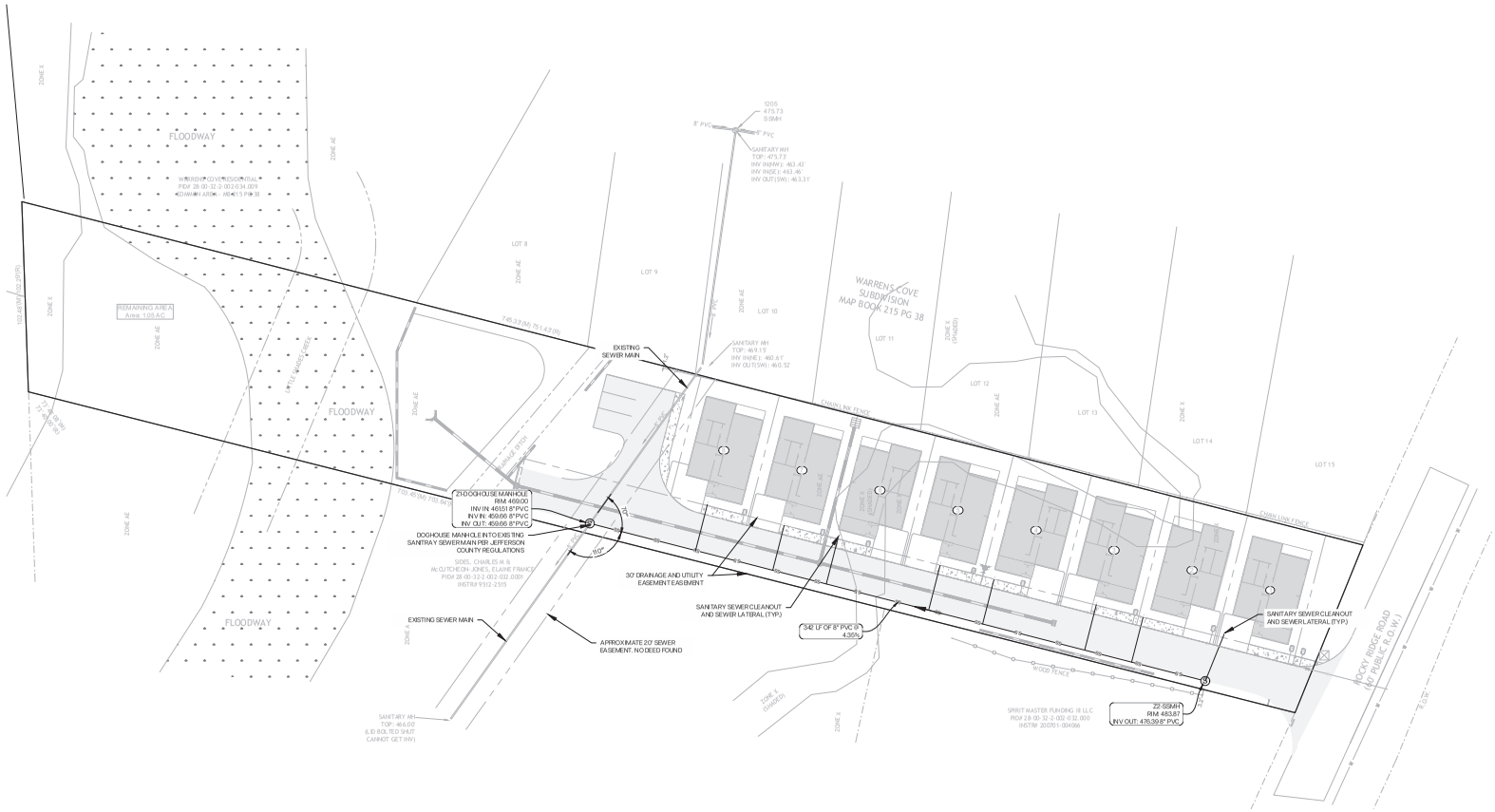
SCALE: 1" = 10'

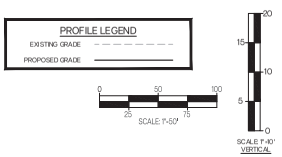
JOB NUMBER:	005
DATE:	7/10/2025

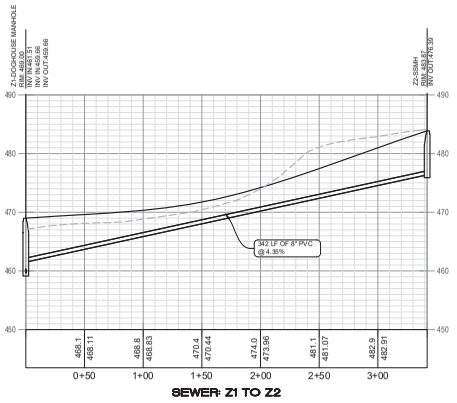
SHEET TITLE:

POND DETAILS

C-4.1







SEWER: Z1 TO Z2

GRADING NOTES

CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY GRADING ACTIVITIES AND NOTIFY SAMFORD GROUP IF DISCREPANCIES ARE ENCOUNTERED BETWEEN THE CONSTRUCTION DRAWINGS AND FINDINGS IN THE FIELD.

SAMFORD GROUP, LLC
2449 MOORE'S MILL ROAD
SUITE 120
AUBURN, AL 36830
SAMFORDGROUPLLC.COM

NO.	DATE	DESCRIPTION

BROOKSTONE MANOR

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Alabama License Number: 53032

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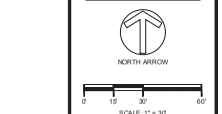
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:



JOB NUMBER:	005
DATE:	7/10/2025

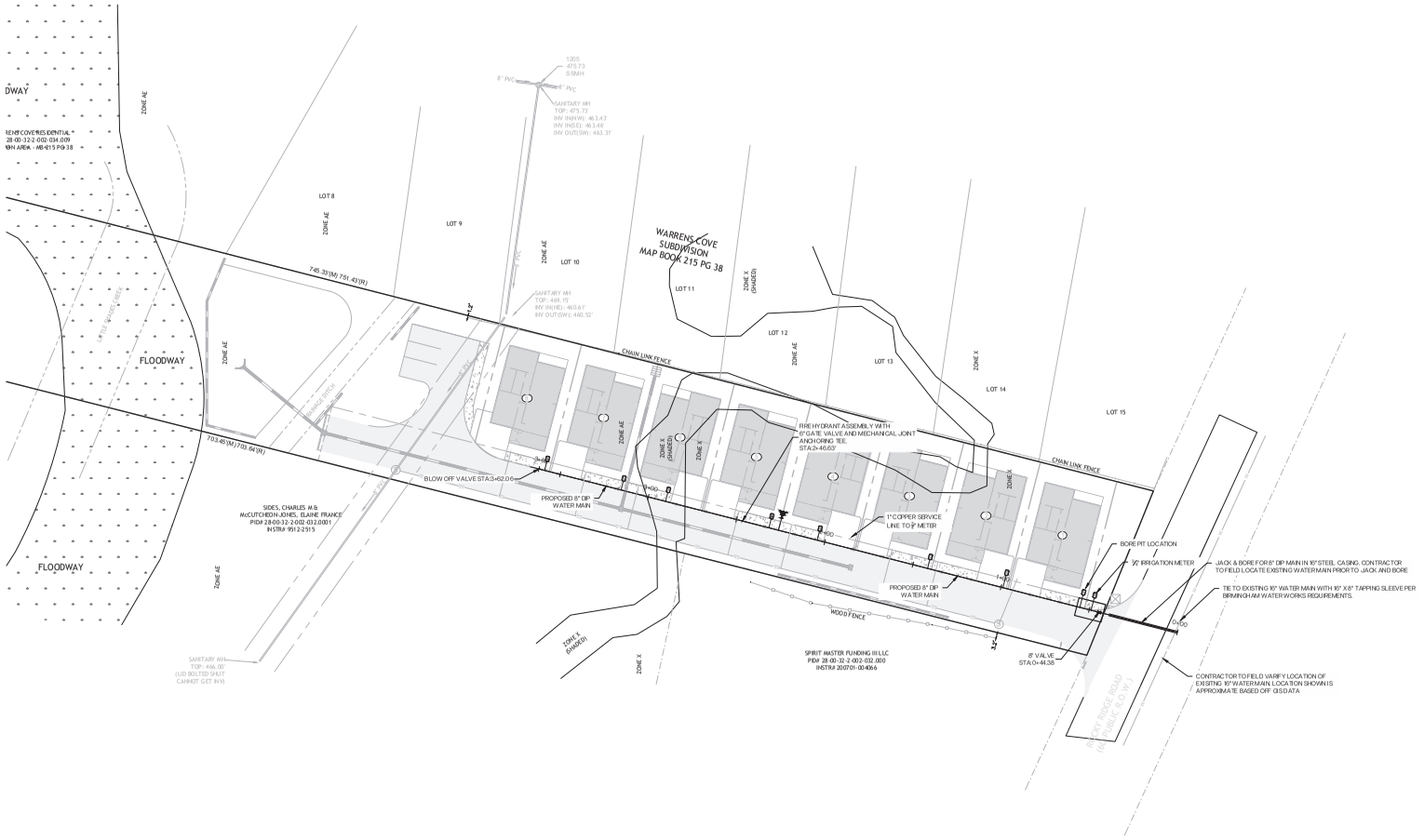
SHEET TITLE:

SEWER PLAN

C-5.0

GRADING NOTES

CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY GRADING ACTIVITIES AND NOTIFY SAMFORD GROUP IF DISCREPANCIES ARE ENCOUNTERED BETWEEN THE CONSTRUCTION DRAWINGS AND FINDINGS IN THE FIELD.



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Authorized By: Gregory H. Elford Jr.
Alabama License Number: 53032

DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

NORTH ARROW

0' 15' 30' 60'
SCALE: 1" = 30'

JOB NUMBER:	005
DATE:	7/10/2025

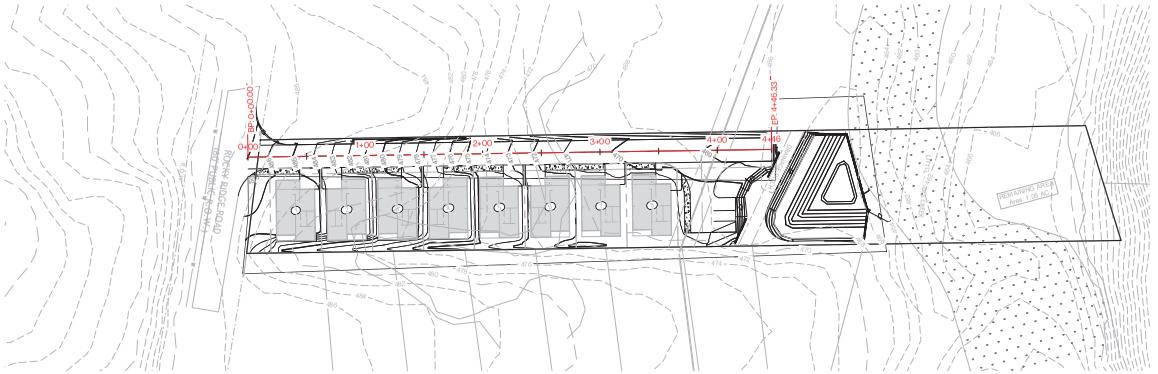
SHEET TITLE:

WATER PLAN

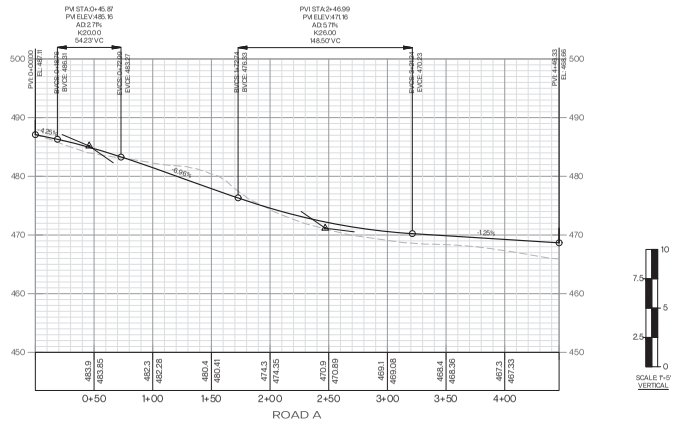
C-6.0

ROAD DESIGN SPEEDS:

ALLEYS 15 MPH



ROAD A
-20' PAVEMENT WIDTH
-15 MPH DESIGN SPEED
-1" WEARING SURFACE (424A) PLACED LATER
-2" ASPHALT BINDER (424B)
-6" CRUSHED AGGREGATE BASE (825B)



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No. 53032
GREGORY HAYES ELFORD

Authorized By: Gregory H. Elford Jr.
Alabama License Number: 53032

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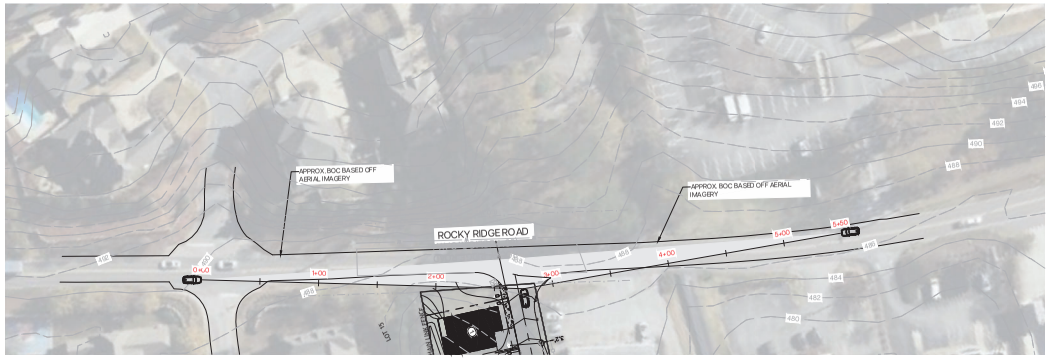
REVIEWED BY:	JM

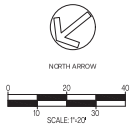
JOB NUMBER:	005
DATE:	7/10/2025

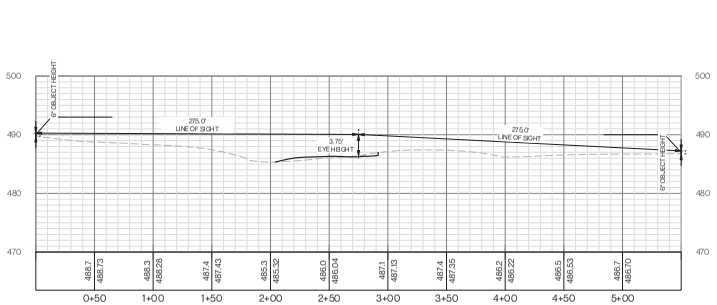
SHEET TITLE:

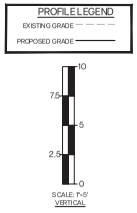
ROAD PROFILES

C-7.0









ROAD A INTERSECTION WITH ROCKY RIDGE RD

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SUITE 120
AUBURN, AL 36830

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REV	DATE	DESCRIPTION

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ALABAMA LICENSED PROFESSIONAL ENGINEER No. 53032 GREGORY HAYES ELFORD JR.

Authorized By Gregory H. Elford Jr.
Alabama License Number: 53032

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DESIGN TEAM:

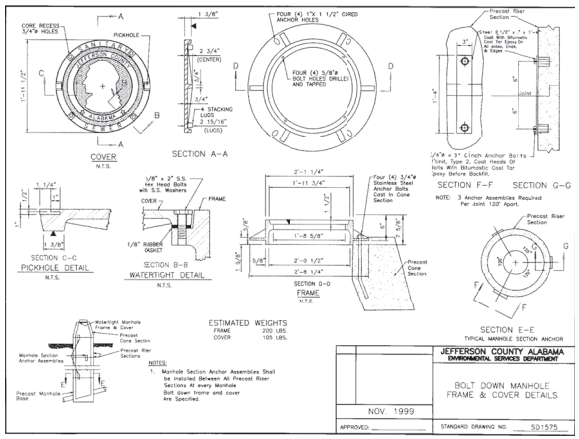
DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

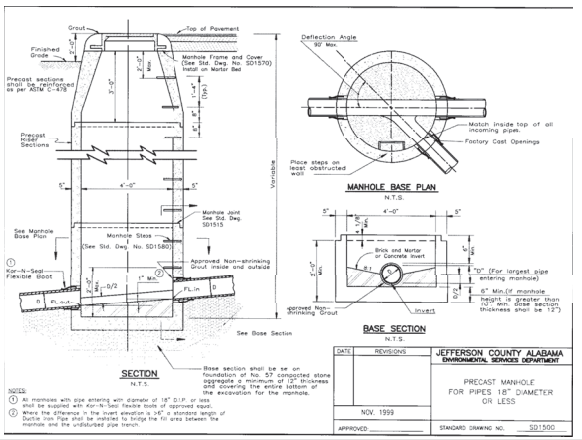
JOB NUMBER:	005
DATE:	7/10/2025

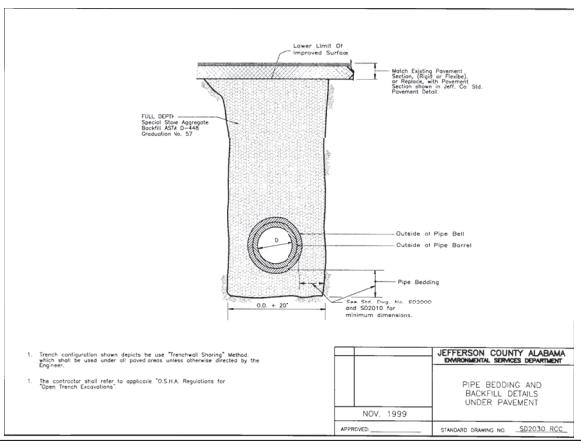
SHEET TITLE:

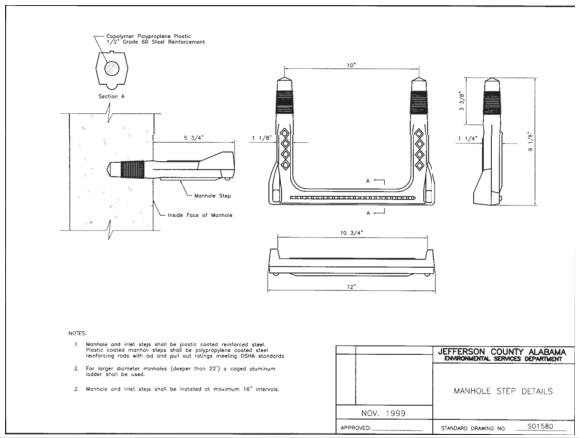
SITE DISTANCE PROFILES

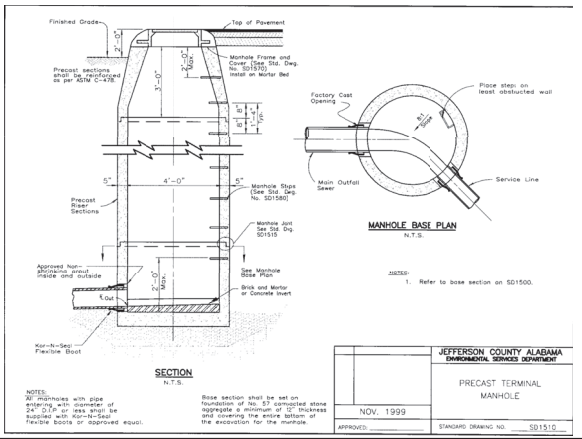
C-8.0

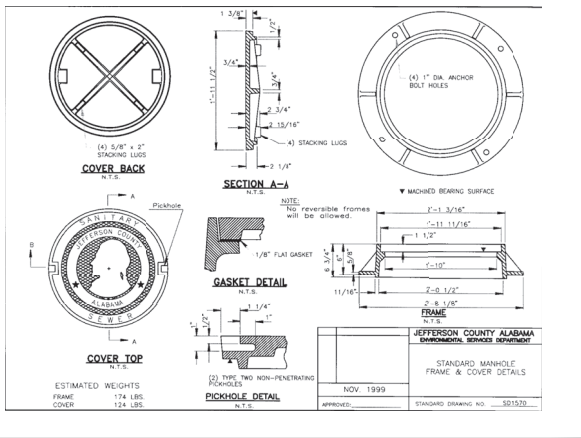


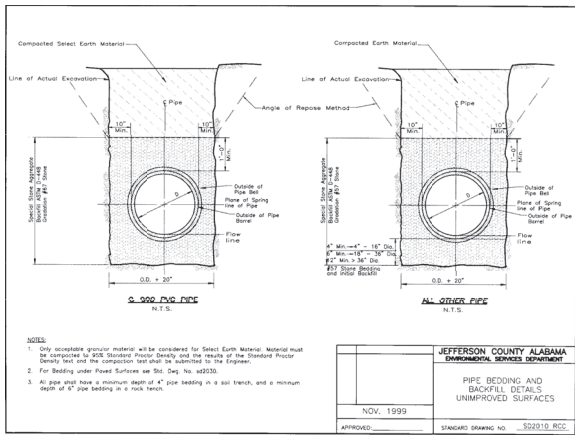


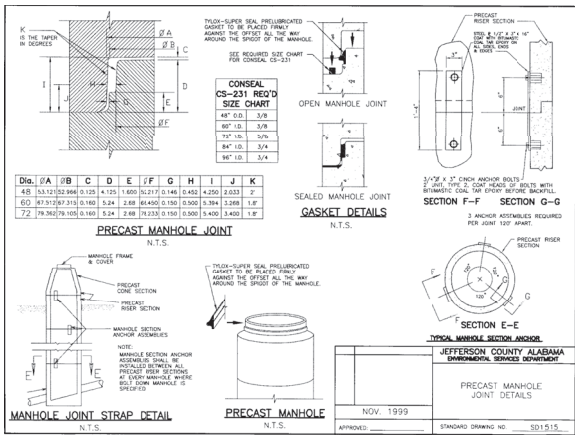


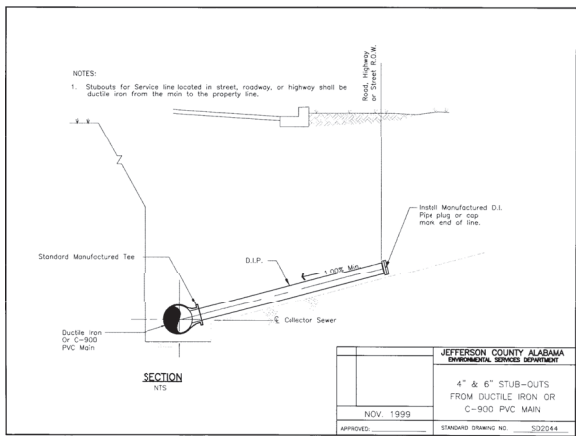












SAMFORD GROUP
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2449 MOORE'S MILL ROAD
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SEAL:
DETAILS ARE FOR INFORMATIONAL PURPOSE ONLY

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DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

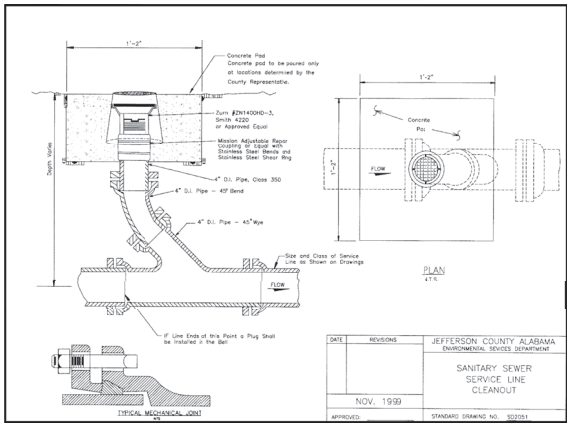
NORTH ARROW

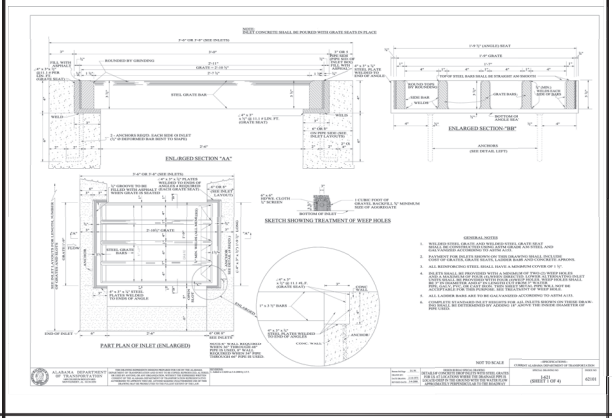
0 15' 30' 60'
SCALE: 1" = 30'

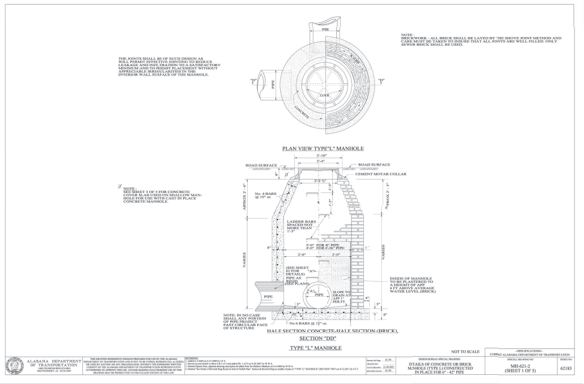
JOB NUMBER:	005
DATE:	7/10/2025

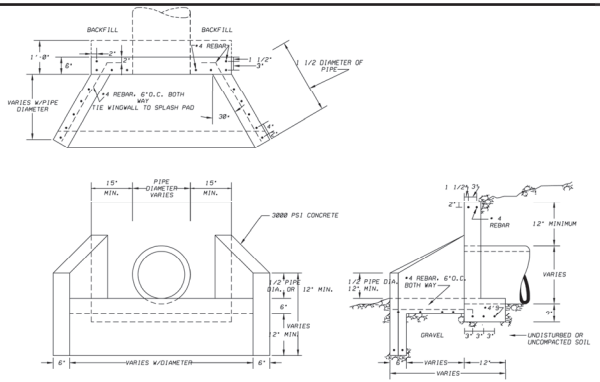
SHEET TITLE:
CONSTRUCTION DETAILS

C-9.0

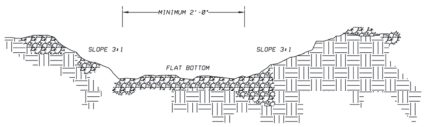








STANDARD HEADWALL



TYPICAL DRAINAGE DITCH

SAMFORD GROUP

SAMFORD GROUP, LLC.
2449 MOORE'S MILL ROAD
SUITE 120
AUBURN, AL 36830
SAMFORDGROUPLLC.COM

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BROOKSTONE MANOR

2560 ROCKY RIDGE ROAD
VESTAVIA HILLS, JEFFERSON COUNTY, AL 35243

THESE DOCUMENTS ARE THE PROPERTY OF SAMFORD GROUP, LLC. ANY DISTRIBUTION OR USE BEYOND THEIR INTENT WITHOUT WRITTEN CONSENT IS A VIOLATION OF COPYRIGHT LAWS

SEAL:
DETAILS ARE FOR INFORMATIONAL PURPOSE ONLY

811 ALABAMA ONE-CALL

DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

NORTH ARROW

DETAILS ARE NOT DRAWN TO SCALE

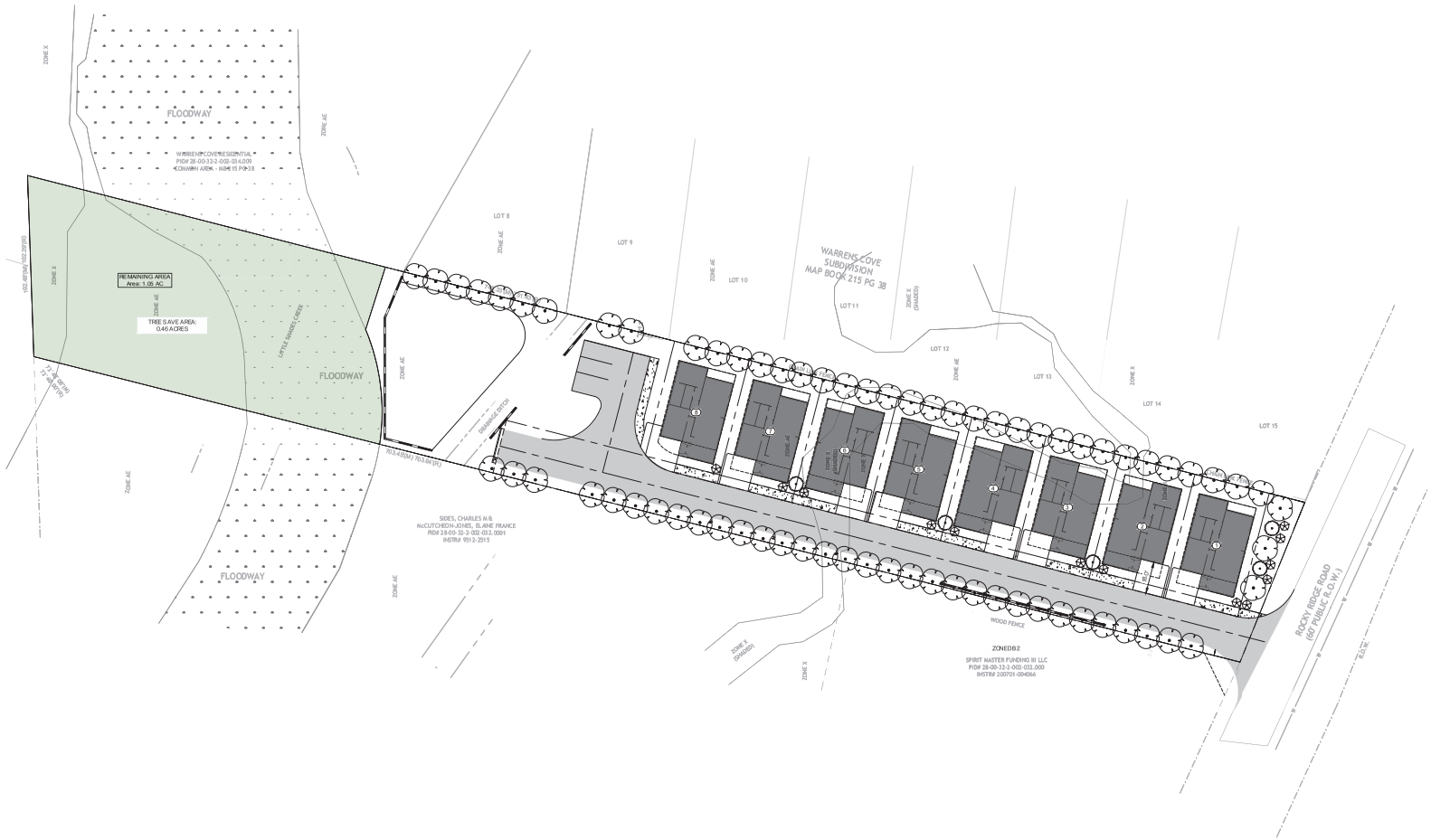
JOB NUMBER:	005
DATE:	7/10/2025

SHEET TITLE:
CONSTRUCTION DETAILS

C-9.1

PLANT SCHEDULE

TREE TYPE	QTY
2-2.5" CALIPER SHADE TREE	71
1.25-1.5" CALIPER UNDERSTORY TREE	5
SHRUB TYPE	**QTY**
MEDIUM EVERGREEN SHRUB	13



SAMFORD GROUP

SAMFORD GROUP, LLC
2449 MOORE'S MILL ROAD
SUITE 120
AUBURN, AL 36830

SAMFORDGROUPLLC.COM

REV	DATE	DESCRIPTION

BROOKSTONE MANOR

2560 ROCKY RIDGE ROAD

VESTAVIA HILLS, JEFFERSON COUNTY, AL 35243

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SEAL:

ALABAMA LICENSED No. 53032 PROFESSIONAL ENGINEER GREGORY HAYES ELFORD

Authorized By: Gregory H. Elford Jr.
Alabama License Number: 53032

811 Know what's below. Call before you dig.

DESIGN TEAM:

DRAWN BY:	JM
DESIGNED BY:	JM
REVIEWED BY:	JM

SCALE & NORTH ARROW:

NORTH ARROW

0' 15' 30' 60'

SCALE: 1" = 30'

JOB NUMBER:	005
DATE:	7/10/2025

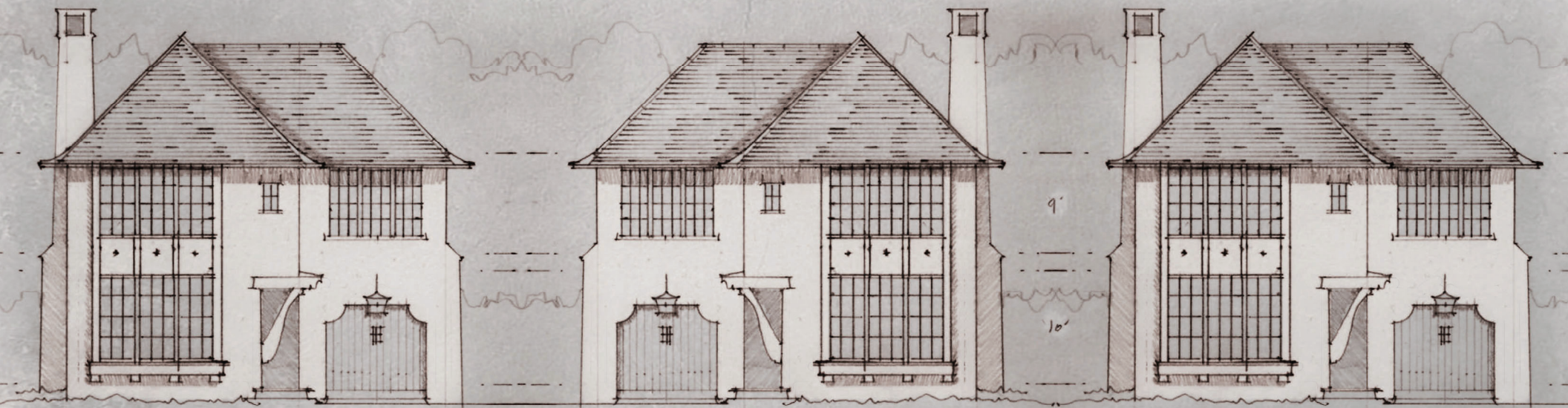
SHEET TITLE:

LANDSCAPE PLAN

L-1.0

LONG & LONG

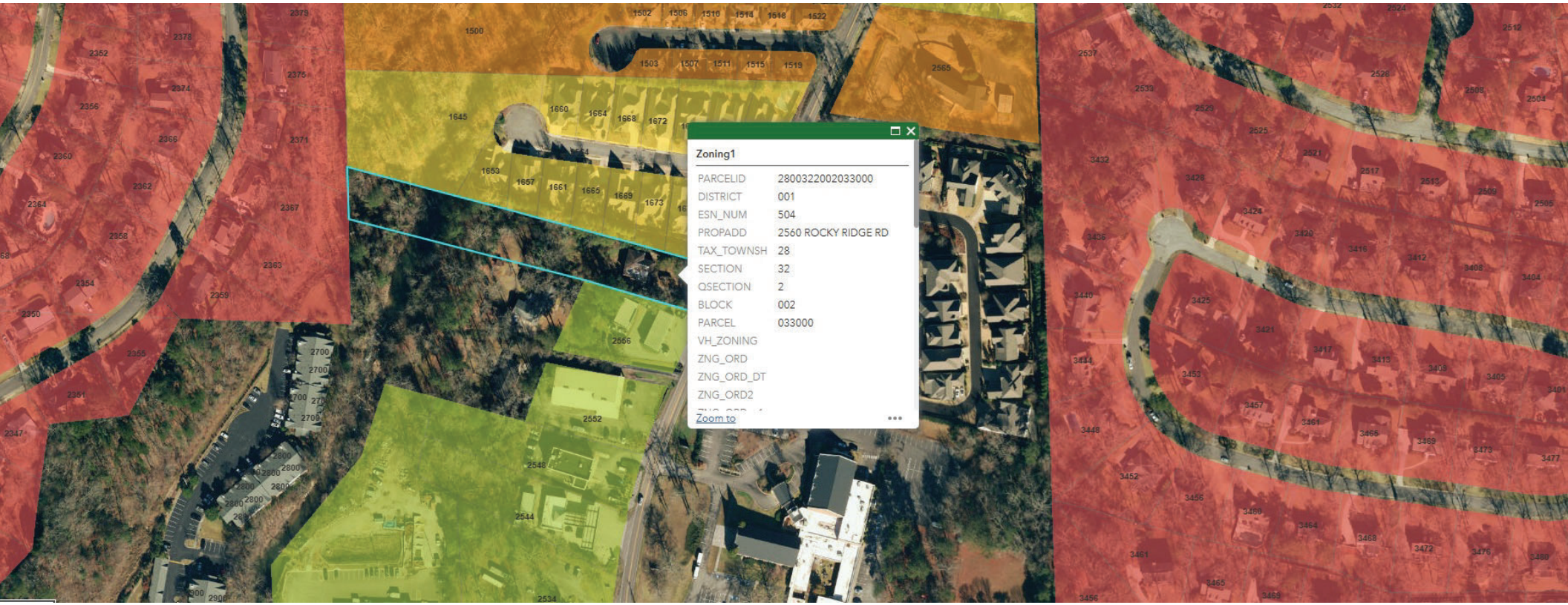
DESIGN



Entry Elevation

ROCKY RIDGE ROAD

VESTAVIA HILLS , ALABAMA


Zoning1
PARCELID 2800322002033000
DISTRICT 001
ESN_NUM 504
PROPADD 2560 ROCKY RIDGE RD
TAX_TOWNSH 28
SECTION 32
QSECTION 2
BLOCK 002
PARCEL 033000
VH_ZONING
ZNG_ORD
ZNG_ORD_DT
ZNG_ORD2
Zoom to

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
BROOKHAVEN COTTAGES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the ___ day of September, 2025 by **Hartbrook Development LLC**, an Alabama limited liability company (the "Developer").

RECITALS:

WHEREAS, Developer is the owner of the Property, as described in Section 1.21 below, and desires to own, develop, improve, and sell the Property for residential and ancillary purposes, subject to certain easements, covenants, conditions, restrictions, requirements, and obligations in order to protect the value and desirability of the Property and to have a flexible and reasonable method for the administration and maintenance of the Property; and

WHEREAS, Developer has heretofore caused, or shall cause, the Association, as defined in Section 1.03 below, to be formed as an Alabama nonprofit corporation for the purposes of managing and maintaining the Common Areas, as defined in Section 1.07 below, establishing annual budgets for maintaining the Common Areas and paying all costs and expenses incurred by the Association in connection therewith, making Assessments, as defined in Section 1.02 below, and otherwise taking all action which the Association is authorized to undertake hereunder.

NOW, THEREFORE, Developer and Consenting Owner does hereby declare that all of that certain real property situated in Jefferson County, Alabama, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference and referenced to as the Property herein, shall be held, developed, improved, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, covenants, conditions, restrictions, charges, liens, and regulations, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title, or interest in any portion of the Property described in Exhibit A attached hereto and any of the Additional Property, as described in Section 1.01 below (but only to the extent Developer submits any portion of the Additional Property to the terms and provisions of this Declaration), and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE I
DEFINITIONS

As used throughout this Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.01 **Additional Property**. The term "Additional Property" shall mean and refer to any real property and any Improvements situated thereon lying adjacent to or in close proximity with the Property (but which does not presently comprise any part of the Development) which Developer may from time to time submit and add to the provisions of this Declaration pursuant to the provisions of Section 2.02 below. The Additional Property may also include additional Common Areas.

1.02 **Assessment**. The term "Assessment" shall mean the annual, special, and individual assessments and any other charges assessed against an Owner by the Association pursuant to Article VII hereof.

1.03 **Association**. The term "Association" shall mean BROOKHAVEN COTTAGES ASSOCIATION INC., an Alabama nonprofit corporation.

1.04 **Board**. The term "Board" shall mean and refer to the Board of Directors of the Association and their duly elected successors as may be provided in the Certificate of Formation and Bylaws.

1.05 **Bylaws**. The term "Bylaws" shall mean and refer to the bylaws of the Association, as the same may be amended from time to time.

1.06 **Certificate of Formation**. The term "Certificate of Formation" shall mean and refer to the Certificate of Formation of the Association and all amendments thereto.

1.07 **Common Areas**. The term "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas shall include the Lots labeled "open space" on any recorded subdivision plat, as well as any other areas or Improvements on or within the Development which are designated as Common Areas by Developer from time to time. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses, or benefits therein or to the use thereof.

1.08 **Common Expenses**. The term "Common Expenses" shall mean and refer to all expenditures made or incurred by or on behalf of the Association, including, without limitation, those expenses described in Section 7.04(e) below, together with all funds assessed for the creation or maintenance of reserves pursuant to the provisions of this Declaration.

1.09 **Declaration**. The term "Declaration" shall mean and refer to this **Declaration of Covenants, Conditions, and Restrictions for Brookhaven Cottages**, and all amendments thereto.

1.10 **Developer**. The term "Developer" shall mean **Hartbrook Development LLC**, its successors and assigns.

1.11 **Development**. The term "Development," with an initial capital letter, shall mean and refer to the Property and all Improvements thereon and any of the Additional Property submitted to the provisions of this Declaration pursuant to Section 2.02 hereof.

1.12 **Governmental Authority**. The term "Governmental Authority" shall mean any and all city, county, state, and federal governmental or quasi-governmental agencies, bureaus, departments, divisions, or regulatory authorities having jurisdiction over any portion of the Development.

1.13 **Improvement**. The term "Improvement," with an initial capital letter, shall mean and refer to all Cottages, any building, structure, or device constructed, erected, or placed upon any Lot or Common Area which in any way affects the exterior appearance of any Lot, Cottage, or Common Area. Improvements shall include, by way of illustration and not limitation, buildings, foundations, covered patios, underground utilities, driveways, walkways, paving, curbing, parking areas, landscaping, fences, screening, walls, signs, and any other artificial or man-made changes or alterations to the natural condition of any Lot or Cottage. "Improvements" shall also mean any grading, any excavation, or fill, the volume of which exceeds eight (8) cubic yards.

1.15 **Institutional Mortgagee**. The term "Institutional Mortgagee" shall mean and refer to any federal or state chartered bank, trust company, life insurance company, federal or state savings and loan association, real estate investment trust, or other recognized lending institution which normally and customarily engages in the business of making mortgage loans and shall include any institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, which holds a first mortgage on any Lot or Cottage which has been duly and properly recorded in the Probate Office of Jefferson County, Alabama.

1.16 **Lot**. The term "Lot" shall mean and refer to any portion of the Property which is identified as a lot on any subdivision plat recorded and that is subject to this Declaration. Upon the submission of any Additional Property, the lots making up the Additional Property shall be included in the definition.

1.17 **Mortgage**. The term "Mortgage," with an initial capital letter, shall mean and refer to any mortgage, deed of trust, or other security device encumbering a Lot or Cottage or any interest therein and which shall have been duly and properly recorded in the Probate Office of Jefferson County, Alabama.

1.18 **Mortgagee**. The term "Mortgagee," with an initial capital letter, shall mean and refer to the holder of any Mortgage and shall include any Institutional Mortgagee.

1.19 **Occupant**. The term "Occupant" shall mean and include any Owner, the family members, guests, tenants, agents, servants, employees, and invitees of any Owner and their respective family members, guests, tenants, agents, servants, employees, invitees, and any other person who occupies or uses any Cottage within the Development. All actions or omissions of any Occupant are and shall be deemed the action or omission of the Owner of such Cottage.

1.20 **Owner**. The term "Owner," with an initial capital letter, shall mean and refer to the record owner, including Developer, of fee simple title to any Lot or Cottage whether a corporation, limited liability company, partnership, proprietorship, association, or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or Cottage at the foreclosure sale held with respect to the foreclosure of such Mortgage, or (ii) any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot or Cottage solely by virtue of a lease, contract, installment contract, or other agreement.

1.21 **Property**. The term "Property," with an initial capital letter, shall mean and refer to that certain real property situated in Jefferson County, Alabama, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

1.22 **Subdivision Plat**. The term "Subdivision Plat" with an initial capital letter, shall initially mean and refer to the subdivision plat referenced in Exhibit "A" attached hereto and expressly incorporated herein by this reference.

1.23 **Cottage**. The term "Cottage" with an initial capital letter, shall mean and refer to Improvements constructed on any Lot which is intended to be used for residential dwelling.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION

2.01 **General Declaration**. Developer hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens, and regulations of this Declaration and the Property, any part thereof and each Lot, Cottage, and Common Area thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon, and otherwise used, improved, and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens, and regulations shall run with the land and shall be binding upon and inure to the benefit of Developer and upon all Owners and Occupants of the Property and any Lot, Cottage, and Common Area thereof.

2.02 **Additional Property**. Developer reserves the right, in its sole and absolute discretion, at any time and from time to time during the pendency of this Declaration, to add and submit any Additional Property to the provisions of this Declaration and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Declaration by Developer, then any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by Developer in the manner required for the execution of deeds and recorded in the Probate Office of Jefferson County, Alabama, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Owner, Occupant, or Mortgagee of any Lot or Cottage) and shall (a) refer to this Declaration stating the book and page number in the Probate Office of Jefferson County, Alabama, where this Declaration is recorded, (b) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof, (c) contain an exact description of such Additional Property and (d) state such other or different covenants, conditions, and restrictions as the Developer, in its sole discretion, shall specify to regulate and control the use, occupancy, and improvement of such Additional Property. From and after the date on which an amendment to this Declaration is recorded in the Probate Office of Jefferson County, Alabama, submitting any Additional Property to the terms and provisions of this Declaration, the number of votes in the Association shall be increased by the number of Lots or Cottages within the Additional Property which are added and submitted to the Declaration so that there shall continue to be one vote in the Association per Lot or Cottage within the Development. In no event shall Developer be obligated to submit any Additional Property to the provisions of this Declaration or to impose any of the covenants, conditions, or restrictions set forth in this Declaration upon any real property owned by Developer situated adjacent to or in close proximity with the Development. Notwithstanding anything provided in this Declaration to the contrary, (1) the provisions of this Section 2.02 may not be abrogated, modified, rescinded, supplemented, or amended, in whole or in part, without the prior

written consent of Developer, and (2) the rights reserved by Developer pursuant to this Section 2.02 shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless Developer, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to Section 2.02 of this Declaration.

2.03 **Mutuality of Benefit and Obligation**. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Lot and Cottage within the Property and are intended to create mutual, equitable servitudes upon and in favor of each Lot and Cottage, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot or Cottage within the Development, and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors, and assigns.

2.04 **Development of Property**. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot in the Development, to make improvements and changes to all Common Areas and to all Lots or Cottages owned by Developer, including without limitation, (i) installation and maintenance of any Improvements in or to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Cottages owned by Developer or of the Common Areas, and (iii) installation and maintenance of any water, sewer, and any other utility systems and facilities within the Common Areas.

2.05 **Subdivision Plat.** Developer reserves the right to record, modify, amend, revise, and otherwise add to, at any time and from time to time, the Subdivision Plat setting forth such information as Developer may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of all Lots, utility easements, drainage easements, access easements, and set back line restrictions. Any such subdivision plats or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such subdivision plat were specifically incorporated into this Declaration. Notwithstanding anything provided to the contrary in this Declaration, Developer may at any time or from time to time divide, redivide, combine and/or resubdivide any Lots owned by Developer.

ARTICLE III
EASEMENTS

3.01 **Grant of Nonexclusive Easements to Owners**. Subject to the terms and conditions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board, Developer does hereby grant to each Owner and Occupant the nonexclusive right, privilege, and easement of access to and the use and enjoyment of the Common Areas in common with Developer, and all other Owners and Occupants. The easement and rights granted pursuant

to this Section 3.01 are and shall be permanent and perpetual, are nonexclusive, are appurtenant to, and shall pass and run with title to each Lot and Cottage.

3.02 **Reservation of Easements with Respect to Common Areas.**

(a) Easement Upon Common Areas. Developer does hereby establish and reserve, for itself, the Association, and their respective agents, employees, contractors, representatives, invitees, successors, and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, under, through, and upon all of the Common Areas for the purpose of (i) constructing Cottages and other Improvements in and to any Lots and Cottages, (ii) installing, maintaining, repairing, and replacing any other Improvements to the Property or to the Common Areas, and (iii) doing all other things reasonably necessary and proper in connection therewith; provided, however, that in no event shall Developer have any obligation to undertake any of the foregoing. In addition to the other rights and easements established and reserved herein and regardless of whether Developer continues to own any portion of the Property, Developer hereby establishes and reserves for itself and its heirs and assigns, a permanent and perpetual, nonexclusive easement to have access, ingress to, and egress from and the right and privilege to use and enjoy the Common Areas and all Improvements thereon for such purposes as Developer deems appropriate; provided, however, that Developer should not exercise such rights so as to unreasonably interfere with the rights of the Owners to use the Common Areas.

(b) Changes in Common Areas. Developer does hereby establish and reserve unto itself and its successors and assigns the permanent right to change, modify, and realign the boundaries of any of the Common Areas. Developer further reserves the right, but shall not have any obligation, to convey by quitclaim deed to the Association at any time and from time to time any portion of the Property or any Improvements thereto to be utilized as Common Areas, as Developer, in its sole discretion, may determine.

3.03 **Reservation of Easement for Drainage and Utilities**. Developer does hereby establish and reserve for itself and the Association and their respective successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, under, through, and upon all portions of the Property which are reasonably necessary for the purpose of installing, routing, channeling, erecting, replacing, relocating, maintaining, and operating all waterflow and utilities necessary or convenient for the use of any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water, and sewer services, storm drains and sewers, drainage systems, swales, water routing facilities, retention ponds, lines, pipes, conduits, equipment, machinery, and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide proper flow of water over the Property as well as any utility service to any portion of the Development. The easements

established and reserved herein shall include the right, but not the obligation, to cut and remove trees, undergrowth, and shrubbery, to grade, excavate, or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation, and replacement of all such utility services and the systems, equipment, and machinery used to provide the same. Notwithstanding anything provided in this Section 3.03 to the contrary, the utilization of any of the easements and rights established and reserved pursuant to this Section 3.03 shall not unreasonably interfere with the use or occupancy of any Cottage.

3.04 **Reservation of Maintenance Easement**. Subject to the terms and provisions of Section 6.02(b) below, Developer does hereby establish and reserve for the Association and its agents, employees, successors, and assigns a permanent and perpetual right and easement to enter upon any Lot or Cottage for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire, safety, and appearance with the Development; provided, however, that such easement shall not impose any duty or obligation upon Developer or the Association to perform any of the foregoing actions.

3.05 **Reservation of Environmental Easement**. Developer does hereby establish and reserve for itself, the Association, and their respective agents, employees, heirs, successors, and assigns a permanent and perpetual right and easement on, over, across, and upon all Lots and all unimproved portions of any Cottage for the purpose of taking any action necessary to effect compliance with any watershed, soil erosion, or environmental rules, regulations, and procedures from time to time promulgated or instituted by any Governmental Authorities or the Board. The easement and right established and reserved herein shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to take any other action which may be required in order to satisfy the requirements of any Governmental Authorities. Except in the case of an emergency situation or a perceived emergency situation, the exercise by Developer or the Association of the rights reserved in this Section 3.03 shall not unreasonably interfere with the use or occupancy of any Cottage situated on any Lot.

3.06 **Reservation of Sidewalk/Walkway Easement**. Developer does hereby establish and reserve for itself, the Association, each Owner, and their respective agents, employees, heirs, successors, and assigns a permanent and perpetual right and easement on, over, across, and upon all the sidewalks and walkways located on the Lots.

ARTICLE IV
ASSOCIATION

4.01 **Membership**. The Owner of each Lot or Cottage shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Cottage; provided, however, that: (a) Developer shall be deemed a member of the Association and shall have one (1) vote for each Lot or Cottage owned by Developer in the Development; (b) in the event any Lot or Cottage is owned by more than one (1) person, then the Owner of such Lot shall, designate only one (1) representative to serve as a member of the Association who shall exercise all voting rights attributable to the Lot or Cottage owned by such Owner; and (c) no Mortgagee shall become a member of the Association until such time, if at all, that the Mortgagee becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot or Cottage is vested in Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Cottage (other than by a Mortgage as security for the payment of an obligation) shall automatically include the transfer of all membership rights and obligations of such Owner in the Association with respect to the Lot or Cottage transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments, or other evidence of such membership. Membership or the rights and benefits in the Association may not be transferred, assigned, conveyed, or otherwise alienated in any manner separate and apart from the ownership of a Lot or Cottage. Each member of the Association shall at all times comply with the provisions of this Declaration, the Certificate of Formation, the Bylaws, and all rules and regulations which may from time to time be adopted by the Board or the members of the Association.

4.02 **Board**. The Board shall have the rights and duties set forth in the Certificate of Formation and the Bylaws. Developer hereby retains and shall have the right to appoint or remove, with or without cause, any member or members of the Board and any officer or officers of the Association until such time as Developer no longer is the Owner of any portion of the Property. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Cottage, vests in Developer such authority to appoint and remove members of the Board and officers of the Association as provided by this Section 4.02.

4.03 **Voting Rights**. Subject to the rights reserved to Developer in the Certificate of Formation and Bylaws and the rights of the Association to suspend any Owner's voting rights or privileges in the Association pursuant to Section 10.01 below, the Owner of each Lot or Cottage shall be entitled to one (1) vote in any matters submitted to the members of the Association for approval. Such voting rights shall continue to apply to each Lot or Cottage upon the addition of any of the Additional Property to this Declaration. Each Owner, by acceptance of a deed or other

conveyance to a Lot or Cottage, consents and agrees to the dilution of his voting interest in the Association by virtue of the resubdivision of any Lot by Developer or the submission of any Additional Property to the terms of this Declaration. In no event, whether as a result of there being multiple ownership interests in any Lot or Cottage or otherwise, shall more than one vote be allowed for any one Lot or Cottage. Fractional voting shall not be permitted. For purposes of this Section 4.03, Developer shall be deemed to be the Owner of and entitled to all voting rights attributable to any Lots or Cottages owned by Developer.

4.04 **Duties and Powers of Association**. In addition to the rights, duties, responsibilities and obligations of the Association otherwise set forth in this Declaration, the Association shall have the power to do, cause to be done, and otherwise perform or cause to be performed any of the duties and powers set forth in the Certificate of Formation and the Bylaws. The Association may exercise any other right or privilege granted to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. In the event of any conflict, ambiguity, or inconsistency between the *Code of Alabama*, this Declaration, the Certificate of Formation, the Bylaws, or any rules and regulations adopted by the Association, then the provisions of the *Code of Alabama*, this Declaration, the Certificate of Formation, the Bylaws, and any rules and regulations adopted by the Association, in that order, shall prevail and each Owner, by acceptance of a deed or other conveyance to a Lot or Cottage, covenants and agrees to vote in favor of and execute any amendments as may be necessary to remove or alleviate any such conflict, ambiguity, or inconsistency. The powers of the Association shall include, but not be limited to, (i) the power to purchase one or more Lots and/or Cottages and any other real or personal property, whether tangible or intangible, and to hold, lease, mortgage, sell, and otherwise convey the same, (ii) subject to the provisions of this Section 4.04, the right to own and hold title to any of the Common Areas, and Improvements located within or with on any Common Areas, as well as the right to borrow money for the purpose of acquiring additional Common Areas, for constructing, repairing, maintaining, or improving the Common Areas or any portion thereof or for providing any of the services authorized herein, (iii) subject to the provisions of this Section 4.04, the right to give Mortgages or other security instruments encumbering all or any part of the Common Areas as security for any loan obtained by the Association; provided, however, that the lien and encumbrance of any such Mortgage shall be subject and subordinate to all of the rights, interests, privileges, easements, licenses, and options reserved or established herein for the benefit of Developer, the Association, and all Owners and Occupants, (iv) the right to grant and accept easements, (v) the right to dedicate or transfer fee simple title to all or any portion of the Common Areas to any Governmental Authority; provided, however, that except as provided in Section 8.03 below, the dedication or transfer of title to any of the Common Areas must be approved by a majority of those Owners present in person or by proxy at a duly held meeting of the Association

called for such purpose, and (vi) the right to arrange with any of the Governmental Authorities or any public or private utilities or others, for the furnishing of trash collection, water, sewer, and/or security services for the Common Areas and/or the Lots and Cottages. For so long as Developer shall own any portion of the Property, the Association shall not, without the consent of Developer, borrow money or pledge, mortgage, encumber, sell, or otherwise convey any interest it may have in the Common Areas. Except as otherwise specifically provided to the contrary herein, in the Certificate of Formation or in the Bylaws, the powers and authority granted to the Association may be exercised by the Board, acting through the officers of the Association, without further consent or action on the part of the Owners.

4.05 **Agreements**. Subject to the conditions, restrictions, and other provisions of this Declaration, all agreements, actions, and determinations lawfully authorized by the Board shall be binding upon all Owners, their heirs, executors, personal representatives, administrators, successors, and assigns and all others having any interest in the Development. In performing its responsibilities hereunder, the Association, through the Board, shall have the right and authority to delegate to such persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of any portion of the Development, whether such personnel are furnished or employed directly by the Association or by independent contract with the Association. All costs and expenses incurred incident to the employment of a manager of the Development or any of the Common Areas shall be a Common Expense. During the term of any such management agreement entered into by the Association with a third party, such manager may, if authorized by the Board, exercise all the powers and shall be responsible for the performance of all of the duties of the Association, excepting any of such powers or duties specifically and exclusively reserved to the Board or the officers of the Association by the Declaration, the Certificate of Formation, or the Bylaws. Such manager may be an individual, corporation, or other legal entity and may be bonded in such manner as the Board may require, with the costs of such bond to be a Common Expense. In addition to the foregoing, the Association may pay for and the Board may hire and contract for such legal and accounting services as are necessary or desirable in connection with the operation of the Development, or the enforcement of this Declaration, the Certificate of Formation, the Bylaws, or any rules and regulations of the Association.

4.06 **Management by Developer or its Affiliates**. Developer or any affiliate thereof may be employed as the manager of the Association and the Development for so long as Developer owns any portion of the Property, at such compensation and on such terms as would be usual, customary, and obtainable in an arms-length transaction with any third party providing comparable

services for any real estate development in the southeastern United States of the size, quality, and nature of the Development. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Cottage, shall be deemed to ratify the provisions of this Section 4.06 and specifically be deemed to have approved any such management agreement entered into by the Association and Developer or any affiliate thereof.

4.07 **Rules and Regulations**. The Board may establish and enforce reasonable rules and regulations governing the use of all Lots, Cottages, and Common Areas. Without limiting the foregoing, the Board may adopt rules and regulations which shall govern the use of any of the Common Areas, the enforcement of all of the terms and provisions of this Declaration, and any rules and regulations adopted by the Board and such other matters. Copies of such rules and regulations shall be binding upon all Owners and Occupants until and unless such rule or regulation is specifically overruled, cancelled, or modified by the Board or by the majority vote of the total votes of the Association at any regular or special meeting of the Association; provided, however, that no such rules or regulations may be overruled, cancelled, or modified unless such action is also approved by Developer for so long as Developer owns any portion of the Property.

4.08 **Indemnification.** The Association shall and does hereby indemnify, defend, and agree to hold each and every officer, agent, representative, and member of the Board harmless from and against any and all expenses, including court costs and reasonable attorney's fees, suffered, paid, or incurred by any such officer, agent, representative, or member of the Board in connection with any action, suit, or other proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative, or member of the Board. The officers, agents, representatives, and members of the Board shall not be liable for any mistake in judgment, negligence, or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives, and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall and does hereby indemnify, defend, and agree to forever hold each such officer, agent, representative, and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative, or member of the Board may be entitled, including anything provided to the contrary contained in the Certificate of Formation or the Bylaws. The Association shall maintain adequate general liability insurance and officers and director's liability insurance in order to fulfill its obligations under this Section 4.08 and the costs of such insurance shall constitute a Common Expense.

4.09 **Initial Contribution**. Each Owner shall pay an initial contribution to the Association in the amount of **One Thousand Dollars ($1,000.00)** upon the transfer or purchase of a Lot or Cottage. This initial contribution shall be paid upon the transfer or sale of a Lot or Cottage by the transferee or purchaser, as the case may be, of the Lot or Cottage. This initial contribution is in addition to the Assessments described herein.

ARTICLE V
ARCHITECTURAL STANDARDS

5.01 The Development is is intended to remain harmonious as to landscaping and design of all Cottages and other Improvements on any Lot, including the color scheme, finish, proportions, and style of architecture. Accordingly, no improvement may be constructed on any Lot and no alterations or additions may be made to any Cottage without the prior written consent of the Board. In the event any of the provisions of this Article V are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees, or contractors of any Owner or Occupant, then the Association shall have the right, at their option, to (a) enjoin any further construction on any Lot and require the removal or correction of any work in place which does not comply with the provisions hereof or plans and specifications approved by the Association for such alteration and/or (b) through their designated agents, employees, representatives, and independent contractors, enter upon such Lot and take all action necessary to extinguish such violation or breach. All costs and expenses incurred by the Association in enforcing any of the provisions of this Article V, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in the correction of nonconforming work, the completion of uncompleted work, or in any judicial proceeding, together with any other costs or expenses incurred by the Association in causing any Owner or such Owner's contractors, agents, or invitees to comply with the terms and provisions of this Article V, shall be paid by such Owner, shall constitute an individual Assessment to such Owner pursuant to Section 8.06 below and, if the same is not paid when due, shall be subject to the lien provided for in Section 8.09 below and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Association set forth herein shall not be deemed exclusive of any other rights and remedies which the Association may exercise at law or in equity or any of the enforcement rights specified herein.

5.02 **Use Restrictions**. Except as otherwise provided to the contrary herein, each Lot and Cottage shall be used for single-family residential purposes only and no trade or business of any kind may be carried on in or from any Lot or Cottage; provided, however, that Developer may maintain and carry on such activities as may be reasonably required, convenient, or incidental to

the construction, improvement, and sale of Lots and/or Cottages. The use of any portion of a Cottage as an office by an Owner shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic. The leasing or rental of a Cottage for residential purposes only shall not be considered a violation of this covenant.

5.03 **Underground Utilities**. All utility lines, pipes, conduits, and wiring for electrical, gas, telephone, water, sewer, cable television, security, and any other utility service for any portion of the Property shall be installed and maintained below ground. Notwithstanding the foregoing, the electrical power lines of Alabama Power Company to the transformers may be located above ground and on power poles.

5.04 **Landscaping**. The Association shall maintain all landscaping and sidewalks within the Development, and no Owner or Occupant may plant additional flowers, trees, bushes, hedges or shrubbery planting, nor any vegetable, herb, or similar gardens, without the prior written consent of the Association. Notwithstanding the foregoing, each Owner shall be required to replace any flowers, trees, bushes, hedges or shrubbery located on a Lot that is dead or diseased. No bird baths, fountains, reflectors, flagpoles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses, or other fixtures and accessories shall be placed or installed within any Lot, unless approved by the Association. Seasonal or holiday decoration (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot as soon as such holiday passes. The Association shall install, maintain and pay the expenses of an irrigation system for all landscaping within the Development.

5.05 **Roofing**. Maintenance and replacement of the roofing shingles of each Cottage shall remain uniform, and no Owner or Occupant shall alter same without the prior written consent of the Association. Repair or replacement of roofing shingles shall conform to existing roof. No projection of any type, including but not limited to solar or other energy collection panel, equipment, or device, shall be installed or maintained on any Lot, including, without limitation, the roof of any Cottage without the prior written consent of the Association.

5.06 **Exterior Lighting**. Replacement of exterior light bulbs are the responsibility of Owners of a Lot or Cottage, however, no additional exterior lighting for any Cottage, including without limitation, free standing lighting and utility (e.g., flood) lights, may be installed, without the prior written consent of the Association.

5.07 **Exterior Materials and Finishes**. The exterior building material and finishes for each Cottage in the Development are intended to remain harmonious. Accordingly, no change may be made to any exterior colors, including, without limitation, the color of roof shingles, brick, stone, stucco, wood, trim, cornices, eaves, railings, doors, and shutters without the prior written consent of the Association.

5.08 **Parking**. All automobiles owned or used by the Owner or Occupant of any Cottage and their respective family members shall be parked within the parking area depicted on the Subdivision Plat. Each Lot shall have at least 2 parking spaces to ensure adequate parking for Owners and Owner's temporary guests and invitees. There shall be no on-street parking. Guest parking is available at the end of the Private Drive. No Owner's temporary guests may leave their vehicle parked in a guest parking space for more than two days. The Board shall have the right from time to time to promulgate rules and regulations governing parking within the Development, including the right to assess fines for violations of such rules and regulations.

5.09 **Fences**. Fences shall be permitted only as approved by the Board. No fences shall be allowed in front yards. If fencing is approved it must be of the type of material (including the color thereof) and located as authorized by the Board. As it is intended that no Lot or any portion thereof will be enclosed, no fence shall be constructed on any Lot without the prior written approval of the Association.

5.10 **Windows, Window Treatments, and Doors**. The Developer intends to construct each Cottage with uniform doors and windows, which will provide a harmonious design within the Development, and no alteration or replacement thereof shall be permitted without the prior written approval of the Association. No burglar bars, screen doors or metal doors with glass fronts (e.g. storm doors) may be installed without the prior written consent of the Association. Reflective glass shall not be permitted on the exterior of any Cottage, and no foil or other reflective material shall be installed on any windows or used for sunscreens, blinds, shades, or other purposes. Appropriate window treatments shall be used on all windows and the view of same from the exterior of the Cottage must be neutral color (e.g. white, off-white, cream). Sheets, bed linens, blankets, and paper or plastic bags are not appropriate window treatments.

5.11 **Mailboxes**. The initial mailbox shall be provided by the Developer and contain only the address of the Lot. Any replacement mailbox is the responsibility of the Owner and shall be identical to the initial mailbox supplied by the Developer in all respects and requirements, including location thereof, unless otherwise approved by the Association.

5.12 **Utility Meters and HVAC Equipment**. All electrical, gas, telephone, and cable television meters, to the extent practicable, shall be located at the rear of all Cottages. All exterior heating, ventilating, and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear of a Cottage and no window mounted heating or air conditioning units or window fans shall be permitted.

5.13 **Satellite Dishes and Antennae**. No satellite, radio antenna, radio receiver, or other similar device or aerial shall be attached to or installed on any Lot or any other portion of the Development, unless the type and location of same is approved by the Association.

5.14 **Outdoor Furniture, Recreational Facilities, and Clotheslines.** No furniture, children's toys, swing sets, jungle gyms, trampolines or other recreational equipment shall be placed, kept, installed, maintained, or located in or on the front yards of any Lot. Basketball backboards shall not be affixed to the Cottage without the prior written consent of the Association. Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot. No clothing, rugs, or other items shall be hung or allowed to remain on any railing, fence, or wall.

5.15 **Pets and Animals**. No animals, livestock, birds, or poultry of any kind shall be kept, raised, or bred by any Owner upon any Lot, Cottage, or other portion of the Development; provided, however, that not more than two (2) dogs or cats (or a combination of one dog and one cat) may be kept and maintained on a Lot so long as they are not kept for breeding or commercial purposes. The limitation on the number of animals in the preceding sentence shall apply to unattended animals kept outside of the Cottage. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. No structure or area for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Lot without the prior written consent of the Association, as to size, type and location. Each Owner shall be liable to the Association for the costs of repairing any damage to the landscaping within the Development caused by the pet or animal of such Owner or Occupant. The Board shall have the right from time to time to promulgate rules and regulations governing keeping pets within the Development, including the right to assess fines for violations of such rules and regulations.

5.16 **Trash, Rubbish, and Nuisances**.

(a) No trash, garbage, rubbish, or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Cottage which would render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using, occupying, or owning any other Lots or Cottages within the Development. Noxious or offensive activities shall not be carried on, in or from any Lot or Cottage or in any part of the Common Areas, and each Owner and Occupant shall refrain from any act or use of a Lot or Cottage which would cause disorderly, unsightly, or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Development or be in violation of any law, statute, ordinance, rule, regulation, or requirement of any Governmental Authority. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed upon any Lot or Cottage or other portion of the Development. Any Owner or Occupant or any of the respective family members, guests, invitees, servants, agents, employees,

or contractors of such Owner or Occupant who dumps, places, or allows trash or debris to accumulate on his Lot, Cottage, or on any other portion of the Development shall be liable to the Association for all costs incurred by the Association to remove the same.

(b) Trash, garbage, and any other refuse or waste shall not be kept on any Lot or Cottage except in sanitary containers. Trash cans and containers shall at all times be kept at the side of or inside a Cottage and shall be screened from view from streets and adjacent Lots and Cottages by appropriate landscaping or fencing. On trash collection days, each Owner or Occupant of a Cottage shall be required to take their trash container to a common location established by the Developer at the end of the street on which the Cottage is located for collection. Said Owner or Occupant of a Cottage must retrieve the trash container and return the same to the Cottage within twenty-four (24) hours of the trash collection.

5.17 **Recreational Vehicles and Machinery and Equipment**.

(a) Mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, motorized carts and all-terrain vehicles, lawn mowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery, or equipment shall not be stored or allowed to remain on any Lot or Cottage unless the same is placed, stored, and maintained within a wholly-enclosed structure, with roofing and doors, on such Lot or Cottage. The Common Areas shall not, unless expressly permitted by the Association, be utilized for the storage of any of the foregoing vehicles, recreational vehicles, machinery, or equipment.

(b) Each Lot contains adequate off-street parking (i.e., parking areas located solely within the property lines of such Lot). Vehicles shall not be parked on any landscaped or natural areas of a Lot. Roadside or street side parking is prohibited.

(c) Any vehicle which is inoperable shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any vehicle, machinery, or equipment of any kind upon or within any Lot or Cottage or within any portion of the Common Areas, except (i) for minor service work or emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Development.

(d) The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the keeping, storage, parking, operation, use, or maintenance of mobile homes, tractors, equipment, machinery, trailers (with or without wheels), motor homes, trucks (other than pick-up trucks), commercial vehicles of any type, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles, motorized go-carts, and other forms of transportation.

5.18 **Signage**. No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any Lot or Cottage or elsewhere on any portion of the Property. Notwithstanding the foregoing (a) the restrictions set forth in this Section 5.20 shall not be applicable to Developer or to any signs erected during the construction of any Cottage on a Lot, and (b) Developer and the Association shall have the right, but not the obligation, to erect and maintain reasonable and appropriate signs on any portions of the Common Areas and within those easement areas established in Article III above. Developer may display such signs as it deems necessary and appropriate to promote the development and sales of the Cottages therein, and provided further that one "for rent" or "for sale" sign may be placed on the Lot without permission from the Association.

5.19 **Above Ground Tanks and Wells**. No exposed above-ground tanks for the storage of fuel, water, propane or any other substances shall be located on any Lot or Cottage or within any of the Common Areas. No private water wells may be drilled or maintained.

5.20 **Temporary Structures**. No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, tree house, or other outbuilding or structure of any kind shall be permitted, constructed, installed, or allowed to remain on any Lot or Cottage; provided, however, that the foregoing shall not be deemed to prohibit temporary structures for social functions as may be permitted by the rules and regulations of the Board.

5.21 **Compliance with Governmental Regulations**. Each Owner and Occupant shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, requirements, and code provisions of the Governmental Authorities.

5.22 **Additional Regulations**. In addition to the restrictions set forth in this Declaration, the (a) Board shall have the right, in its sole discretion, from time to time and at any time to adopt additional or more specific requirements and restrictions governing the Improvement and use of any Lot or Cottage, and (b) the Board shall have the right from time to time and at any time to adopt, modify, and amend such rules and regulations as the Board, in its sole discretion, determines to be in the best interests of all Owners, which rules and regulations shall be binding on all Owners, Lots, and Cottages.

5.23 **Variances.** The Association, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to the provisions of Article V above and this Article VI with respect to any Lot. Any variance request submitted to the Association shall be in writing.

5.24 **Enforcement and Remedies**. In the event any of the provisions of this Article V are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees, or contractors of any Owner

or Occupant, then the Association shall have the right, at its option, to (a) enjoin such violation or noncompliance and/or (b) through their designated agents, employees, representatives, and independent contractors enter upon such Lot and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Association in enforcing any of the provisions of this Article V, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Association in connection therewith (i) shall be paid by such Owner who has violated or breached any of the provisions of this Article V, (ii) shall constitute an individual Assessment to such Owner pursuant to Section 7.06 below and, (iii) if the same is not paid when due, shall be subject to the lien provided for in Section 7.09 below, and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of Association set forth herein shall not be deemed exclusive of any other rights and remedies which the Association may exercise at law or in equity or any of the enforcement rights specified herein.

ARTICLE VI
RESPONSIBILITIES

6.01 **Responsibilities of Owners**.

(a) Unless specifically identified herein as being the responsibility of the Association, the maintenance and repair of all Lots, Cottages, and all Improvements situated thereon or therein shall be the responsibility of the Owner. Each Owner shall be responsible for maintaining his or its Lot or Cottage, as the case may be, in a neat, clean, and sanitary condition, both inside and outside of any Cottages or Improvements thereto; provided, however, that no exterior changes, alterations, or Improvements shall be made to any Lot or Cottage without first obtaining the prior written approval of the same from the Association.

(b) No Owner shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Cottage or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Association or (ii) do any work which, in the reasonable opinion of the Association would jeopardize the soundness and safety of any other Cottage within the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every case obtaining the prior written approval of the Association.

6.02 **Responsibilities of Association**.

(a) Except as may be otherwise provided herein to the contrary, the Association shall, to the extent it has received sufficient sums from the Owners through Assessments be responsible to maintain and keep in good repair and condition all portions of the Common Areas, maintain and keep in good repair and condition the sidewalks in the Development, and maintain landscaping of each Lot. Said responsibility shall include only the maintenance of the landscaped areas, including all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon any Lot. Each Owner shall be responsible for the replacement of any lawns, trees, shrubs, hedges, grass, and other landscaping that is dead or diseased, with any replacement being approved by the Board. The Association shall not be liable for injuries or damage to any person or property (1) caused by the elements, act of God, or any Owner or other person, (2) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property caused by rain or other surface water which may leak or flow from any landscaped area maintained by the Association, or (3) resulting from thief, burglary, or other illegal entry onto any Lot. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association or from any action taken by the Association to comply with any requirements of the Governmental Authorities..

(b) In the event that the Board of the Association determines that (i) any maintenance, cleaning, repair, or replacement for which the Association is responsible hereunder is caused by the willful or negligent act of an Owner or Occupant, or their respective family members, guests, servants, employees, invitees, or contractors, and the costs of such maintenance, cleaning, repair, or replacement are not paid in full from insurance proceeds, if any, received by the Association with respect thereto, then, in either event, the Association, in addition to the exercise of any of the rights and remedies set forth in this Declaration, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth in reasonable detail what action is deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fifteen (15) day period, to commence such maintenance, cleaning, repair, or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure by any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an individual Assessment to such Owner, and shall be subject to the lien and foreclosure rights granted pursuant to Section 7.09 below.

ARTICLE VII
ASSESSMENTS

7.01 **Assessments and Creation of Lien**. Each Owner of a Lot or Cottage (other than Developer), by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association the following, which are collectively referred to herein as "Assessments": (a) the annual assessment of the Association for the Development, as established and to be collected as provided in Section 7.04 below, (b) special assessments, to be established and collected as provided in Section 7.05 below, and (c) individual assessments against any particular Lot or Cottage which are established or assessed pursuant to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Cottage in accordance with the provisions herein. All Assessments, together with late charges and interest as provided in Section 7.09(a) below, and all court costs and attorneys' fees incurred by the Association to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon each Lot or Cottage for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 7.09(c) below. Each Owner shall be personally liable for the payment of all Assessments coming due while he is the Owner of a Lot or Cottage and his grantee shall take title to such Lot or Cottage subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, as defined in Section 7.09(a) below, court costs, and attorneys' fees incurred with respect thereto by the Association, shall also be a personal obligation of the person who was the Owner of the Lot or Cottage at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Cottage, all of the co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. All Assessments shall be payable in all events without offset, diminution, or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu thereof with respect to any Lot, Cottage, Common Areas, or any other portion of the Development.

7.02 **Purpose**. The annual and special assessments provided for herein shall be used for the general purposes of promoting the safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Development and otherwise for the general upkeep and maintenance of the Development, including, specifically, the Common Areas and any Improvements thereto, all as may be more specifically authorized from time to time by the Board.

7.03 **Uniform Rate of Assessments**.

(a) Both annual and special assessments, as described in Sections 7.04 and 7.05 below, shall be assessed against each Lot in the Development at a uniform rate, with the Owner of each Lot being required to pay his pro rata portion of such annual and/or special assessments, as determined by a fraction, the numerator of which shall be the total Lots owned by such Owner and the denominator of which shall be the total number of Lots in the Development at the time such annual or special assessment is levied. Each Lot shall be subject to equal annual and special assessments.

(b) Notwithstanding anything provided in Section 7.03(a) above to the contrary, in the event any Additional Property is added to the Development, then the Lots within the Additional Property shall be subject to the same annual or special assessments then being paid by the Owners of all other Lots in the Development, subject to proration as provided in Section 7.08 below.

7.04 **Computation of Annual Assessments**.

(a) Notwithstanding anything provided to the contrary in this Declaration, the initial annual assessment for each Lot in the Development shall be **One Thousand Five Hundred Dollars and No/100 Dollars ($1,500.00).** The foregoing shall not limit or restrict any special Assessments levied pursuant to Section 7.05 below (with the approval of a majority of the Owners as provided therein) or any individual Assessments levied in accordance with the provisions of Section 7.06 below.

(b) Commencing with the fiscal year of the Association beginning on January 1, 2024 (i.e., from January 1, 2024 through December 31, 2024 which period is hereinafter referred to as the "Base Year") and annually thereafter, the Board of the Association shall determine and approve annually an annual budget covering the estimated Common Expenses for the Development for the upcoming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The amount set forth in such budget shall constitute the aggregate amount of annual Assessments for the then applicable year and each Owner shall pay his pro rata share of the same as provided in Section 8.03 above. A copy of the budget setting forth the amount of annual Assessments to be levied against the Lots and Cottages for the following year shall be delivered to each Owner.

(c) In the event the budget for any year after the Base Year results in the Owners being liable for the payment of annual Assessments the increase of which exceed (without regard to proration or adjustment as provided in Section 7.08 below) the greater of either (i) ten percent (10%) of the annual Assessments payable for the entire immediately preceding calendar year or

(ii) the percentage increase in the United States Consumer Price Index or any successor index thereto for January of the current year over the index for January of the Base Year then the budget and the amount of the annual Assessments shall be presented for approval of the Owners at the annual meeting of the Association and must be approved by the vote of a majority of the Owners who are voting in person or by proxy at such meeting. In the event the amount of the annual Assessments does not exceed the limitations set forth above or until such time as a majority of the Owners have approved such increase in the amount of the annual Assessments, then the budget approved by the Board for the then current fiscal year shall be implemented, subject to the restrictions and limitations set forth above on the amount of increase in annual Assessments.

(d) If any budget or the amount of annual Assessments collected by the Association at any time proves to be inadequate or insufficient for any reason to fully pay all costs and expenses of the Association and all Common Expenses, then the Board may call a meeting of the Association for the purpose of approving special Assessments as provided in Section 7.07(b) below. If the actual amount of annual Assessments collected in any one year exceeds the actual costs incurred for Common Expenses for such year, the excess shall be retained by the Association as a reserve for subsequent years Common Expenses.

(e) The Common Expenses to be funded by the annual Assessments may include, but shall not be limited to, the following:

(i) Salaries, fringe benefits, and other compensation paid and out-of-pocket expenses reimbursed by the Association for its employees, agents, officers, members of the Board, and any third-party contractors;

(ii) Management fees and expenses of administration, including legal and accounting fees, incurred by the Association;

(iii) Utility charges for any utilities serving any of the Common Areas and charges for other common services for the Development;

(iv) The costs of any insurance policies purchased for the benefit of the Association as required or permitted by this Declaration, including, without limitation, fire, flood, and other hazardous coverage, public liability coverage and such other insurance coverage as the Board determines to be in the best interest of the Association, including errors and omissions insurance, directors and officers liability insurance, and any other liability insurance coverage for the benefit of the Association, the members of the Board, any officers, employees, agents, or representatives of the Association;

(v) The expenses of maintaining, operating, repairing, and replacing any

portions of the Common Areas for which the Association is responsible;

(vi) All other fees, costs, and expenses incurred by the Association in accordance with the terms and provisions of this Declaration or which the Board, in its sole discretion, determines to be appropriate to be paid by the Association, including, without limitation, taxes and governmental charges not separately assessed against Lots or Cottages; and

(vii) The establishment and maintenance of a reasonable reserve fund or funds (1) for inspections, maintenance, repair, and replacement of any portions of the Common Areas for which the Association is responsible to inspect, maintain, repair, or replace on a periodic basis, (2) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board; and

(viii) The maintenance, repair, and replacement of all landscaped areas, including all lawns, water for all lawn irrigation, shrubs, hedges, grass, and other landscaping situated within or upon any Lot.

7.05 **Special Assessments**. In addition to the annual Assessments authorized in Section 7.04 above and the special Assessments authorized in Sections 8.01(b) and 8.03(a)(i) below, the Board of the Association may levy in any year special Assessments for Common Expenses or any extraordinary costs incurred by the Association; provided, however, that any such special Assessments (other than special assessments levied pursuant to Sections 8.01(b) and 8.03(a)(i) below) shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at the meeting called for the purpose of adopting special Assessments pursuant to the provisions of Section 7.07 below. The Board may make such special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion, extend beyond the then fiscal year in which said special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each Owner in accordance with the provisions of Section 7.03 above.

7.06 **Individual Assessments**. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by any Owner or Occupant, or the respective family members, agents, guests, servants, employees, invitees, or contractors of any Owner or Occupant, shall be specially assessed against such Owners and their respective Lots or Cottages. The individual assessments provided for in this Section 7.06 shall be levied by the Board and the

amount and due date of such assessment shall be specified by the Board in a notice to such Owner. The provisions of this Section 7.06 shall apply, without limitation, to any individual assessments levied pursuant to any other provision hereof.

7.07 **Notice of Meetings and Quorum**.

(a) Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized in this Article VII shall be sent to all Owners not less than ten (10) days nor more than fifty (50) days in advance of such meetings. With respect to annual meetings, the presence in person or by proxy of Owners entitled to cast over 50% of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement but the required quorum at the subsequent meeting shall be the presence in person or by proxy of Owners entitled to cast at least one-third ($^1/_3$) of the total votes of the Association. At such time as a quorum is obtained, the vote of a majority of the Owners who are voting in person or by proxy at such meeting shall be required to approve any matter in which all of the members of the Association are entitled to vote, including any increase in the amount of annual Assessments in excess of the limitations specified in Section 7.04(c) above.

(b) With respect to all other meetings of the members of the Association, including, specifically, meetings pursuant to which special Assessments are to be levied upon each Lot or Cottage pursuant to Section 7.05 above, there shall be no specific requirement establishing a quorum and the vote of a majority of the Owners who are voting in person or by proxy at any such special meeting shall be binding on all of the members of the Association.

7.08 **Date of Commencement of Assessments**. The annual Assessments provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a person other than Developer. The annual Assessment shall be prorated for the year based on the day on which the Lot or Cottage is conveyed to a person other than the Developer according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Cottage is conveyed, and shall be due and payable in such manner and on such schedule as may be established from time to time by the Board of the Association. Notwithstanding anything provided herein to the contrary, Developer shall not be responsible for the payment of Assessments on any Lots which it owns in the Development.

7.09 **Effect of Non-Payment; Remedies of the Association**.

(a) Each Owner of a Lot or Cottage is and shall be deemed to covenant and agree to pay to the Association all Assessments provided for herein. In the event any Assessments or any portion thereof are not paid when due the same shall be subject to a late charge in an amount

determined and uniformly applied by the Board from time to time and the Owner of such Lot or Cottage shall be deemed in default herewith. In the event any Assessment or any portion thereof is not paid within thirty (30) days after the due date of the same, then the unpaid portion of the Assessment shall accrue simple interest at the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to said Owner by law (the "Applicable Rate") from and after the thirtieth (30th) day from the due date until the same is paid in full. In the event the Association employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from any Owner, such Owner shall be required to pay all attorneys' fees, court costs, and all other expenses paid or incurred by the Association. The lien and equitable charge upon each Lot or Cottage for Assessments as provided above shall also include all late charges, interest at the Applicable Rate and all attorneys' fees, court costs, and all other expenses paid or incurred by the Association in attempting to collect any unpaid Assessments.

(b) In the event any Assessments or other amounts due to the Association are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the Association, acting through its Board or through any of its officers or authorized representatives, may undertake any or all of the following remedies:

(i) The Association may commence and maintain a suit at law against an Owner to enforce such charges and obligations for Assessments, and any such judgment rendered in any such action shall include the late charge and interest at the Applicable Rate, as specified in Section 7.09(a) above, together with attorneys' fees, court costs, and all other expenses paid and incurred by the Association in collecting such unpaid Assessments; and/or

(ii) The Association may enforce the lien created pursuant to Section 7.01 above in the manner hereinafter provided.

(iii) The Association may revoke access to the pool, clubhouse and amenities area.

(c) There is hereby created a continuing lien on each Lot and Cottage, with power of sale, which secures the payment to the Association of any and all Assessments levied against or upon such Lot or Cottage, all late charges and interest at the Applicable Rate assessed pursuant to Section 7.09(a) above and all attorneys' fees, court costs, and all other expenses paid or incurred by the Association in collecting any Assessments. If any Assessments remain unpaid for more than sixty (60) days, then the Association, through its Board or any officer or authorized representative thereof, may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute

a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is not paid in full within ten (10) days after the giving of such demand or, even without giving demand, the Association may file a claim of lien and perfect its lien against the Lot or Cottage of such delinquent Owner, which claim shall be executed by any member of the Board or any officer of the Association, containing the following information, and be recorded in the Probate Office of Jefferson County, Alabama:

(i) The name of the delinquent Owner;

(ii) The legal description and street address of the Lot or Cottage upon which the lien claim is made;

(iii) The total amount claimed to be due including late charges, interest at the Applicable Rate, collection costs, and attorneys' fees incurred to date and a statement, if applicable, that such charges and costs shall continue to accrue and be charged until full payment has been received; and

(iv) A statement that the claim of lien is made by the Association pursuant to this Declaration and is claimed against such Lot or Cottage in an amount equal to that stated therein.

The lien provided for herein shall be in favor of the Association, shall be for the benefit of all other Owners (other than those Owners in default), and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey, and sell any such Lot or Cottage. Each Owner, by acceptance of a deed to any Lot or Cottage, shall be deemed to (1) grant to and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant to and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive any objection to the enforcement and foreclosure of the lien created herein, and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

7.10 **Subordination of Lien**. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Lot or Cottage in the Development is and shall be subordinate to the lien of any Mortgage held by an Institutional

Mortgagee, but only to the extent that the Mortgage held by any such Institutional Mortgagee is recorded in the Probate Office of Jefferson County, Alabama prior to the filing of a claim of lien by the Association pursuant to Section 7.09(c) above. When an Institutional Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot or Cottage, then such Institutional Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for any Assessments or other charges incurred prior to the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Institutional Mortgagee was recorded in the Probate Office of Jefferson County, Alabama, prior to the filing of a claim of lien by the Association pursuant to Section 7.09(c) above, but (b) be liable for all Assessments and other charges levied, assessed, or incurred with respect to such Lot or Cottage from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot or Cottage has been foreclosed from the personal obligation to pay all Assessments and any other charges levied, assessed, or incurred by the Association, and the Association shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by an Institutional Mortgagee on such Owner's Lot or Cottage.

7.11 **Certificates**. The Association or any officer or authorized representative thereof shall, upon request and at such reasonable charges as may from time to time be adopted by the Board, furnish to any Owner a certificate in writing setting forth whether the Assessments for which such Owner is responsible have been paid and, if not paid, the outstanding amount due and other costs and expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Assessments stated therein.

ARTICLE VIII
CASUALTY, CONDEMNATION, AND INSURANCE

8.01 **Damage or Destruction to Lots and Cottages**. In the event of any fire or other casualty which damages or destroys any portion of any Lot or any Improvement thereon, then the Owner of such damaged Lot or Improvement shall promptly repair and otherwise restore such Lot or Improvement to the condition to which the same existed immediately prior to such fire or other casualty. Any such restoration or repair shall be commenced within one hundred eighty (180) days following the occurrence of such fire or other casualty.

8.02 **Condemnation of Lots or Cottages**. In the event that all or any portion of a Lot is taken as a result of, in lieu of, or in anticipation of the exercise of the right of eminent domain, condemnation, or by private purchase in lieu thereof, then, to the extent practicable, the Owner of such Lot shall promptly repair, reconstruct, rebuild, and otherwise restore the remaining portions of the Lot as nearly as practicable to the condition to which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to all of the terms and

conditions set forth herein and all then applicable rules, regulations, statutes, and ordinances of the Governmental Authorities. In the event the restoration of such Lot is impracticable or would otherwise violate any of the terms and provisions of this Declaration, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot and any remaining Improvements thereon in a clean, orderly, safe, and sightly condition.

8.03 **Damage or Destruction to Common Areas**.

(a) In the event of any damage or destruction to any of the Common Areas by fire or other casualty, then, subject to the terms and provisions of this Article VIII, the Association shall promptly repair, replace, and restore the damaged portions of the Common Areas to the condition to which they existed immediately prior to such fire or other casualty.

(b) Notwithstanding anything provided in Section 8.04(a) above, in the event the amount of insurance proceeds, if any, recovered as a result of such damage or destruction is insufficient to fully repair, replace, and restore the damaged portions of the Common Areas, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same pursuant to Sections 7.05 and 7.07 above, which such special Assessments shall be in an amount sufficient to provide funds to pay the remaining costs necessary to repair, replace, or restore the Common Areas to the condition as existed immediately prior to such fire or other casualty. Such special Assessments shall be levied against each Owner equally as provided in Section 7.03 above. Further special Assessments may be made by the Board, without the necessity of a vote of the Owners approving or disapproving the same, at any time during or upon completion of any such repair, replacement, or restoration of the Common Areas if funds are insufficient to cover the costs of such repair or restoration. Any and all insurance proceeds received by the Association on account of any damage to or destruction of any of the Common Areas or any sums paid to the Association under or by virtue of such special Assessments shall be held by and for the benefit of the Association and shall be disbursed by the Association in payment for the costs of such repair or restoration in such manner as may be determined by the Board. In no event shall the Owner or Mortgagee of any Lot or Cottage be entitled to any portion of the proceeds of insurance payable as a result of the damage to or destruction of any portion of the Common Areas.

8.04 **Condemnation of Common Areas**.

(a) In the event of the taking of all or any portion of any of the Common Areas as a result of, in lieu of, or in anticipation of the exercise of the right of eminent domain,

condemnation, or by private purchase in lieu thereof, then the award from such taking or sale in lieu thereof shall be paid to the Association and shall be disbursed or held as follows:

(i) To the extent the Common Areas subject to such taking can either be restored or replaced, then, to the extent practicable, the Board of the Association is hereby empowered, authorized, and directed to take such action, including the purchase of any remaining lands within the Development or the utilization of any other Common Areas within the Development, to restore, rebuild, or replace, as the case may be, those portions of the Common Areas subject to such taking. If the award is insufficient to fully defray the cost of such repair or replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board of the Association may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same pursuant to Sections 7.05 and 7.07 above, which such special Assessments shall be in an amount sufficient to provide funds to pay the remaining costs of repair, restoration, or reconstruction. Such special Assessments shall be levied against each Owner as provided in Section 7.03 above. Further special Assessments may be made by the Board without the necessity of a vote of the Owners approving or disapproving the same, at any time during or upon the completion of any such repair, replacement, or restoration of the Common Areas if the award received as a result of such taking is insufficient to pay the costs of such repair or restoration.

(ii) To the extent the Common Areas subject to such taking cannot be restored or replaced or additional lands within the Development cannot be purchased by the Association in order to repair, replace, or restore the Common Areas so taken or if the Board shall determine that the portions of the Common Areas so taken should not be replaced or restored, then in any such event, the net award from such taking shall be retained by and for the benefit of the Association.

(b) If any portion of the award from any taking remains after restoration or replacement of any of the Common Areas, the remainder of such award shall be retained by and for the benefit of the Association, without any claim thereto by any Owner. Except as specifically provided in Section 8.05(c) below, no Owner or Mortgagee of any Lot or Cottage shall be entitled to any portion of the award made to the Association as a result of the taking of any portion of the Common Areas.

(c) If such taking or sale in lieu thereof includes all or any part of a Lot or Cottage and also includes any part of the Common Areas, then the award from such taking shall be equitably apportioned in accordance with the decision of a court of competent jurisdiction and such award shall be disbursed separately to the Association and to the Owners so affected by such

taking; provided, however, that the Owners of any Lot or Cottage which is subject to any such taking and the Board may mutually agree on the amount of such apportionment, which mutual agreement shall be binding on all Owners.

8.05 **Insurance**.

(a) Each Owner shall be solely responsible for obtaining and maintaining public liability, property damage, title, and all other types of insurance with respect to his Lot and Cottage. The Board may require all Owners to carry public liability insurance with respect to their respective Lots and Cottages and to furnish copies or certificates thereof to the Association. Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lot, does hereby waive and release Developer, the Association, the Board, and their respective agents, employees, representatives, partners, shareholders, members, officers, and directors, from any and all liabilities or damage covered by (or which should be covered by) fire and casualty (e.g., homeowner's and/or builder's risk) insurance and general liability insurance which any Owner maintains, even if such loss or damage has been caused by the fault or negligence of any of the foregoing persons or parties.

(b) The Board shall have the authority to obtain and maintain in effect at all times such public liability insurance coverage covering any damage or injury caused by the negligence of the Association, its Board, and all members, officers, agents, and employees thereof, in such amounts, with such insurance carriers, at such costs, and with such deductibles as the Board, in its sole discretion, may deem necessary or desirable.

(c) The Board shall have the right and authority to obtain workman's compensation insurance, employer's liability insurance, and all other types of insurance required by law, including, without limitation, errors and omissions and directors and officers liability insurance coverage, in such amounts, with such insurance carriers, at such costs, and with such deductibles as the Board, in its sole discretion, may determine.

(d) The cost of insurance coverage authorized hereunder and written in the name of the Association shall be a Common Expense. To the extent the same may be obtained at a nominal cost, all such policies shall contain a waiver of subrogation clause pursuant to which the insurer waives any claims against the Association, the members of the Board, and all officers, agents, and employees of the Association.

ARTICLE IX
TERM AND AMENDMENTS

9.01 **Term**. The terms, covenants, conditions, and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors, and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after thirty (30) years from the date hereof, an agreement executed by the Owners of at least two-thirds ($^2/_3$) or more of the Lots or Cottages within the Development agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Jefferson County, Alabama; provided, however, that the rights of way and easements established, granted, and reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

9.02 **Amendment by Developer**. For so long as Developer owns any portion of the Property, Developer may amend this Declaration by a written instrument filed and recorded in the Probate Office of Jefferson County, Alabama, without obtaining the approval of any Owner or Mortgagee; provided, however, that except as otherwise provided in Section 9.04 below, (a) in the event any amendment proposed by Developer materially and adversely affects the title to any Lot or Cottage not owned by Developer, then such amendment shall be valid only upon the written consent thereto of the Owner of such Lot or Cottage affected thereby, or (b) in the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Institutional Mortgagee(s) affected thereby. Any amendment made pursuant to this Section 9.02 shall be certified by Developer and shall be effective upon recording of the same in the Probate Office of Jefferson County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Cottage, and each Mortgagee, by acceptance of a Mortgage on any Lot or Cottage, agrees to be bound by all amendments permitted by this Section 9.02 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent to the amendment of this Declaration or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule, or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Cottages, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Cottage, or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Cottages within the Development.

9.03 **Amendments by Association**. Amendments to this Declaration, other than those authorized by Section 9.02 above, shall be proposed and adopted by the Association in the

following manner:

(a) At any annual or special meeting of the members of the Association, an amendment to this Declaration may be proposed by either the Board or by any Owners present in person at such meeting. Any such proposed amendment must be approved by the Owners holding at least two-thirds ($^2/_3$) of the total votes in the Association; provided, however, that (i) any amendment which materially and adversely affects the security, title, or interest of any Institutional Mortgagee must be approved by such Institutional Mortgagee, (ii) during any period in which Developer owns any portion of the Property, then Developer must approve such proposed amendment, and (iii) to the extent the proposed amendment affects any of the matters described in Section 9.04 below, then the provisions of Section 9.04 below shall be applicable to such proposed amendment.

(b) Any and all amendments which have been approved in accordance with the provisions of Section 9.03(a) above shall be executed by all parties whose consent to the same is required, including the Owners holding at least two-thirds ($^2/_3$) of the total votes in the Association; provided, however, that in the alternative, the sworn statement of the President of the Association stating unequivocally that the agreement of the requisite number of Owners was lawfully obtained may be attached to and incorporated into such amendment without joinder of any Owners. Any such amendment shall be effective upon recording of the same in the Probate Office of Jefferson County, Alabama.

9.04 **Restrictions on Amendment**. Notwithstanding anything provided in the Declaration to the contrary, in no event may any amendment to any provisions of this Declaration which require Developer's consent or approval be effective unless the same is consented to in writing by Developer. The consent of Developer to any such proposed amendment may be withheld in the sole discretion of Developer, with or without any reason.

ARTICLE X
ENFORCEMENT

10.01 **Authority and Enforcement**. In addition to all other rights contained in this Declaration, in the event any Owner or Occupant or their respective agents, contractors, or invitees violates any of the provisions of this Declaration, the Certificate of Formation, the Bylaws, or any rules and regulations adopted by the Board from time to time, the Board shall have the power to (i) impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot and Cottage and shall be a personal obligation of such Owner which is guilty of such violation, (ii) suspend an Owner's right to vote in the Association, or (iii) suspend an Owner's or Occupant's right (and the right of such Owner's or Occupant's family members, guests, and

tenants) to use any of the recreational facilities located in or upon the Common Areas, and the Board shall have the power to impose all or any combination of any of the foregoing sanctions. Any such suspension of rights may be for the duration of the infraction.

10.02 **Procedure**. In the event any of the terms or provisions of this Declaration, the Certificate of Formation, the Bylaws, or any rules and regulations of the Association are violated by any Owner or Occupant, or the respective agents, contractors, or invitees of any Owner or Occupant, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights pursuant to Section 10.01 above unless written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violations which demand shall specify:

(a) The alleged violation;

(b) The action required to abate such violation; and

(c) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Certificate of Formation, the Bylaws, or any of the rules and regulations of the Association may result in the imposition of sanctions. The foregoing procedure shall only be applicable to the enforcement rights specified in Section 10.01 above and shall not apply to the exercise of any of the rights and remedies specified in any other section or provision of this Declaration.

10.03 **Nonexclusive Remedies**. Notwithstanding anything provided to the contrary in this Declaration, the authority, enforcement, and procedural rights set forth in this Article X are in addition to and shall not be deemed to limit the other rights and remedies set forth in this Declaration or which the Association, acting through the Board, would have the right to exercise at law or in equity.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 **Control by Developer**. **NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY IN THIS DECLARATION, THE CERTIFICATE OF FORMATION, THE BYLAWS OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATING TO THE DEVELOPMENT, DEVELOPER HEREBY RETAINS THE RIGHT TO APPOINT AND REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF THE ASSOCIATION AND ANY OFFICER OR OFFICERS OF THE ASSOCIATION AS PROVIDED BY AND FOR THE PERIOD OF TIME SET FORTH IN SECTION 4.02**

ABOVE. Each Owner, by acceptance of a deed or other conveyance of any interest in a Lot or Cottage, agrees that Developer shall have the authority to appoint and remove members of the Board and officers of the Association in accordance with the foregoing provisions of this Section 11.01 and the provisions of Section 4.02 above. At such time as Developer no longer owns any interest in any portion of the Property, a special meeting of the Association shall be called within a reasonable time thereafter at which time the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts, and records of the Association, if any, which Developer has in its possession.

11.02 **Legal Expenses**. In addition to all other rights and remedies set forth herein, in the event the Board, its agents and representatives, undertake any legal or equitable action which either of them deem necessary to abate, enjoin, remove, or extinguish any violation or breach of this Declaration, then all costs and expenses incurred by either of them, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants, or conditions of this Declaration shall be paid for by the Owner against whom such action was initiated. The Board, its agents and representatives, are each hereby authorized to take any and all legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach or to otherwise seek monetary damages as a result of any expenses incurred by the Association to cure such violation or breach.

11.03 **Severability**. If any provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

11.04 **Captions and Headings**. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration.

11.05 **Pronouns and Plurals**. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

11.06 **Binding Effect**. The terms and provisions of this Declaration shall be binding upon each Owner, Occupant, and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors, and assigns of each Owner, Occupant, and Mortgagee, and shall inure to the benefit of Developer, the Association, all of the Owners, and their respective

Mortgagees and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

11.07 **Conflict or Ambiguity**. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

11.08 **No Reverter**. No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Developer nor shall any provision be deemed to vest any reversionary interest in Developer.

11.09 **Interpretation**. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Board, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Alabama.

11.10 **Rights of Third Parties**. This Declaration shall be recorded for the benefit of Developer, the Association, the Owners, and their respective Mortgagees, and by such recording, no other adjoining property owner or third party shall have any right, title, or interest whatsoever in the Development or its operation and continuation, in the enforcement of any of the provisions of this Declaration, or the right to consent to or approve any amendment or modification to this Declaration.

11.11 **No Trespass**. Whenever the Association or Developer, or their respective agents, employees, representatives, successors, and assigns are permitted by this Declaration to enter upon or correct, repair, clean, maintain, or preserve or do any other action within any portion of a Lot or Cottage, the entering thereon and the taking of such action shall not be deemed a trespass.

11.12 **No Partition**. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Development.

11.13 **Reservation of Rights**. Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance, or other hypothecation of any Lot or

Cottage by Developer to a third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in this Declaration which Developer is transferring to any such third party.

11.14 **Notices**. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association or, if no such address has been so designated, at the address of such Owner's respective Lot or Cottage within the Development. All notices to the Association shall be delivered or sent in care of Developer to the following address:

Hartbrook Development LLC
2 North Jackson Street, Suite 605
Montgomery, AL 36104

or to such other address as the Association may from time to time specify in a notice to the Owners. All notices to Developer shall be sent or delivered to Developer at the above address or to such other addresses as Developer may notify the Association.

11.15 **Assignment**. Subject to the provisions of Section 11.13 above, Developer shall have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations, and duties as Developer.

11.16 **Further Assurances**. Each Owner covenants and agrees to execute, sign, and deliver, or cause to be executed, signed, and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, conformity, or otherwise, which may be reasonably requested by Developer or the Association for the purpose of or in connection with clarifying, amending, or otherwise consummating any of the transactions and matters herein.

11.17 **No Waiver**. All rights, remedies, and privileges granted to Developer and to the Association pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of such rights, remedies, or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce

such covenant or restriction.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed as of the day and year first above written.

HARTBROOK DEVELOPMENT LLC

_____
By: Brandon Hays
Its: Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brandon Hays, whose name as Manager of Hartbrook Development LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as act of said limited liability company, on the day the same bears date.

Given under my hand and official seal, this the ___ day of _____, 2024.

SEAL

_____
Notary Public
My commission expires:

Prepared by:
Richmond B. Gunter
MUNCIE, MATTSON & GUNTER, P.C.
987 Drew Lane
Post Office Box 3208
Auburn, Alabama 36831-3208
(334) 821-7301

EXHIBIT "A"

LEGAL DESCRIPTION

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3291 - Annexation - 90-day final - 2560 Rocky Ridge Road; Hartbrook Development, Brandon Hays, representing

---

Background:
This ordinance represents the 90-day final annexation of this property and will only be considered if the rezoning request in Ordinance 3290 is approved.

Recommendation:
na

Fiscal Impact:
na

Attachments:
1. Ordinance 3291

ORDINANCE NUMBER 3291

ANNEXING CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, on the 14th day of July, 2025, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2560 Rocky Ridge Road
Hartbrook Development LLC, Owner(s)

More particularly described as follows:

> Beginning at the NW corner of the NE ¼ of the Nw ¼ of Section 32, Township 18 South, Range 2 West in Jefferson County, Alabama, run South along West line of said quarter-quarter section 997.78 feet to the point of beginning, thence run South along said West line 102.29 feet, thence turning an angle to the left of 73 degrees 40' and run Southeasterly 703.64 feet to an intersection with the Westerly line of Rocky Ridge Road, said point of intersection being 25' West of the center line of said road, thence turning an angle to the left of 79 degrees 2' and run Northeasterly along said westerly line of said road 100 feet; thence turning an angle to the left of 100 degrees 48' and run Westerly 751.43 feet to the point of beginning.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 17th day of October, 2025.

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 3291 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 17th day of October, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

2560 Rocky Ridge Road

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc: Lori Beth Kearley, Public Services Director
Ethan Fisher, City Engineer

RE: Public Hearing - Resolution Number 5585 - A Resolution vacating a portion of an alley adjacent to 929 Oaklawn Drive and 920 Granbury Road; Chris Burkhalter, owner *(public hearing scheduled for October 27, 2025; 30 day notice given pursuant to Alabama law)*

Background:
The property owner owns property on both sides of alley. One property is 150' wide and the other is 100' wide. A small unimproved alley traverses and dvides the properties. Owner desires to construct a new home on the consolidated property once resurveyed into a single lot and has requested vacation of the alley. All utilities have released the alley and powerlines have been redirected into an easement back to the roadway by Alabama Power at the owners' expense. This request will be followed by a resurvey to establish the new power easement and combine all the properties into a single lot.

Recommendation:

Engineering has reviewed this request and approved it.

Fiscal Impact:
na

Attachments:
1. Resolution 5585

RESOLUTION NUMBER 5585

A RESOLUTION APPROVING AND ASSENTING TO A DECLARATION OF VACATION

WITNESSETH THESE RECITALS

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

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

WHEREAS, the portion of alley right-of-way above referred to is commonly referred to as "a portion of alley right-of-way" and is more particularly described as follows:

Description Of Partial Vacation Of Alley:

> Beginning At The Southwest Corner Of Lot 13-A of a Resurvey of Lots 13 And 14, Block 5, South Birmingham Heights, As Recorded In Map Book: 68, Page 21, In The Office Of The Judge Of Probate Jefferson County, Alabama, Said Point Being A Found 1 /2" Open Top Pipe On The Easterly Right Of Way Of An Alley; Thence Run N 01 ° 08'48" W Along Said Eastern Alley Right Of Way For A Distance Of 100.14 Feet To A Found 3/4" Crimp Pipe; Thence Run N 86 ° 38'35" W For A Distance Of 14.89 Feet To A Found 3/4" Crimp Pipe On The Western Right Of Way Of Said Alley; Thence Continue Along Said Western Alley Right Of Way, Runs 01 ° 06'31" E For A Distance Of 100.00 Feet To A Found 1 /2" Capped Rebar Stamped "Weygand Ca 50309"; Thence Leaving Said Western Alley Right Of Way, Run 86 ° 07'43" E For A Distance Of 14.97 Feet To The Point Of Beginning. Said Parcel Being 0.03 Acres, More Or Less

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

RESOLVED, DONE AND ORDERED, on this the 27th day of October, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION

I, the undersigned qualified acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 27th day of October, 2025, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

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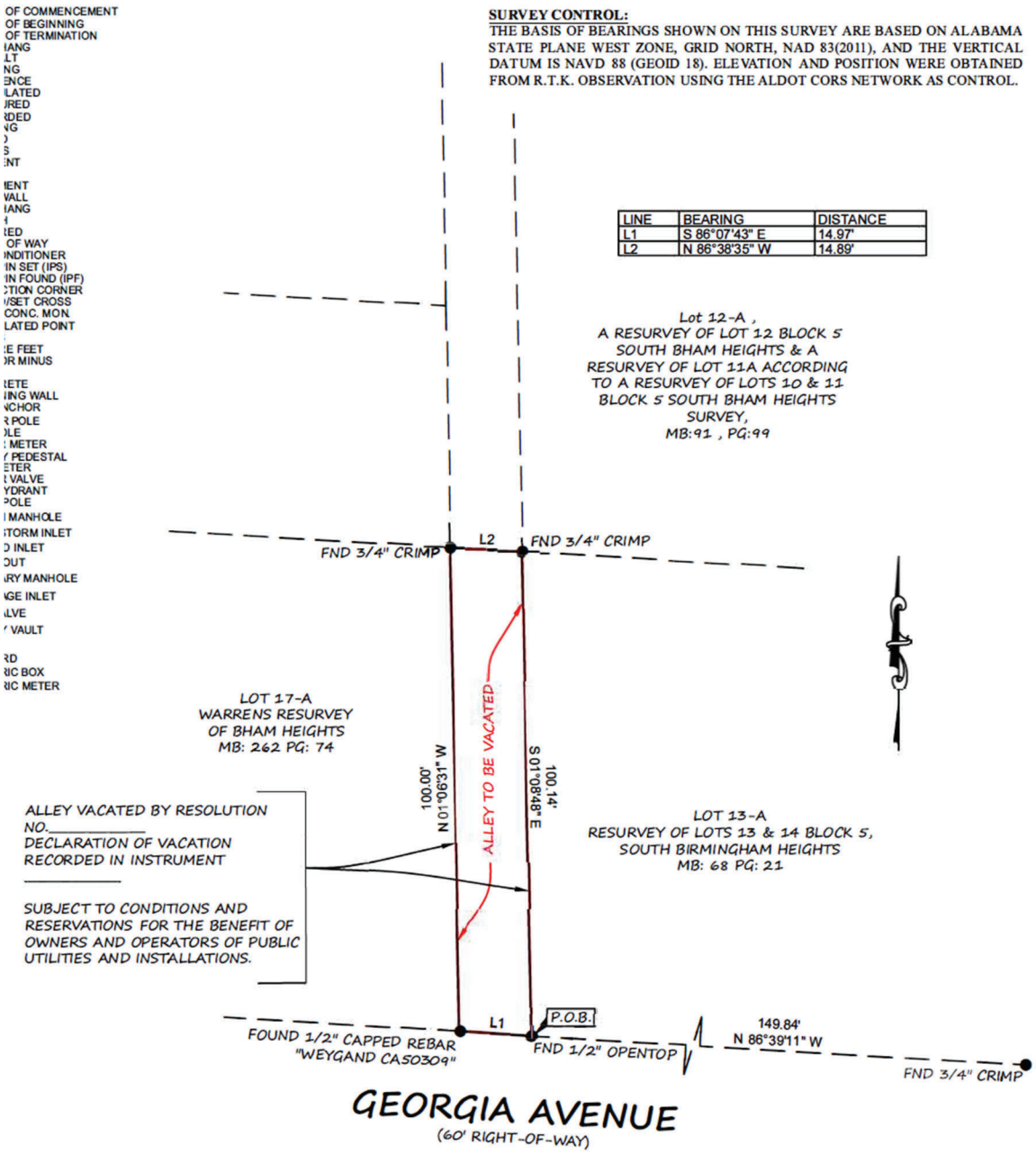
SURVEY CONTROL:
THE BASIS OF BEARINGS SHOWN ON THIS SURVEY ARE BASED ON ALABAMA STATE PLANE WEST ZONE, GRID NORTH, NAD 83(2011), AND THE VERTICAL DATUM IS NAVD 88 (GEOID 18). ELEVATION AND POSITION WERE OBTAINED FROM R.T.K. OBSERVATION USING THE ALDOT CORS NETWORK AS CONTROL.

LINE	BEARING	DISTANCE
L1	S 86°07'43" E	14.97'
L2	N 86°38'35" W	14.89'



City of Vestavia Hills

CITY CLERK/PLANNING AND ZONING DEPARTMENT

1032 Montgomery Highway
Vestavia Hills, AL 35216

DECLARATION OF VACATION OF PUBLIC RIGHT-OF-WAY

STATE OF ALABAMA
JEFFERSON COUNTY

We, the undersigned, constituting all of the owners of all property abutting 920 Granbury Road alley between 929 Oak Lawn Drive as same appears on the Plat of We will be applying for the resurvey record map after the vacation of this alley our clients own both 920 Granbury Road and 929 Oak Lawn Drive, which Plat is recorded in Plat Book 7, at Page 41, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said 920 Granbury Road alley between 929 Oak Lawn Drive as the same appears of record on the Plat to be vacated, and said 920 Granbury Road alley between 929 Oak Lawn Drive is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of 920 Granbury Road alley between 929 Oak Lawn Drive is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that 920 Granbury Road alley between 929 Oak Lawn Drive be closed and vacated.

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

4. Said 920 Granbury Road alley between 929 Oak Lawn Drive is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at Georgia Ave . A copy of the map reflecting the location of 920 Granbury Road alley between 929 Oak Lawn Drive is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting 920 Granbury Road alley between 929 Oak Lawn Drive and the names and addresses of the owner of said abutting properties are as follows:

A. Owner's Name: Chris Burkhalter

Street Address/Legal Description: 929 Oak Lawn Dr ; LOTS 15 THRU 17 BLK 5 SOUTH BHAM HEIGHTS LAND CO

B. Owner's Name: Chris Burkhalter

Street Address/Legal Description: 920 Granbury Road; LOT 13-A RESUR OF LOTS 13 & 14 BLK 5 SOUTH BHAM HEIGHTS

C. Owner's Name:

Street Address/Legal Description: ;

C. Owner's Name:

Street Address/Legal Description: ;

6. All of the undersigned do hereby declare 920 Granbury Road alley between 929 Oak Lawn Drive to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of 920 Granbury Road alley between 929 Oak Lawn Drive.

SIGNATURES ATTACHED.

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 929 Oaklawn Drive, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: *(please check all that apply).*

____ the Property Owner and representing myself in said request.

✓ the Property Owner, but I am authorizing a Representing Agent by the name of: Thomas Dreher (Weygand LLC to represent me in the following request:

And am requesting: (please check)

____ Rezoning Request
____ Preliminary Plat Approval
____ Final Plat Approval
____ Conditional Use Approval
____ Request for Variance
✓ Special Exception
____ Design Review Approval

Signed: Elisha Burkhalter
Owner Signature/Date
Elisha Burkhalter (Property Owner)

STATE OF ALABAMA
COUNTY OF Clay

Given under my hand and seal
this 20th day of February, 2025

Notary Public

DENA MAXWELL NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm Expires Nov 27, 2028

My commission expires 27th day of November, 2025

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: ~~[illegible]~~ 929 Oaklawn Drive, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: *(please check all that apply).*

____ the Property Owner and representing myself in said request.

✓ the Property Owner, but I am authorizing a Representing Agent by the name of: Thomas Dreher (Weygand LLC) to represent me in the following request:

And am requesting: (please check)

____ Rezoning Request
____ Preliminary Plat Approval
____ Final Plat Approval
____ Conditional Use Approval
____ Request for Variance
✓ Special Exception
____ Design Review Approval

Signed: [signature] 2/20/2025
Owner Signature/Date
Christopher Burkhalter (Property Owner)

STATE OF ALABAMA
COUNTY OF Alabama

Given under my hand and seal
this 20th day of February, 2025

[signature]
Notary Public

DENA MAXWELL NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm Expires Nov 27, 2028

My commission expires 27th day of November, 2028.

JEFFERSON COUNTY COMMISSION

JAMES A. "JIMMIE" STEPHENS - PRESIDENT
LASHUNDA SCALES
SHEILA TYSON
MIKE BOLIN
T. JOE KNIGHT

CAL MARKERT
CHIEF EXECUTIVE OFFICER

ENVIRONMENTAL SERVICES DEPARTMENT
Suite A300
716 Richard Arrington, Jr. Blvd. N
Birmingham, Alabama 35203
Telephone (205) 325-5496
FAX (205) 325-5981

MEMORANDUM

TO: Kelly Watson
Chief Land Acquisition Agent

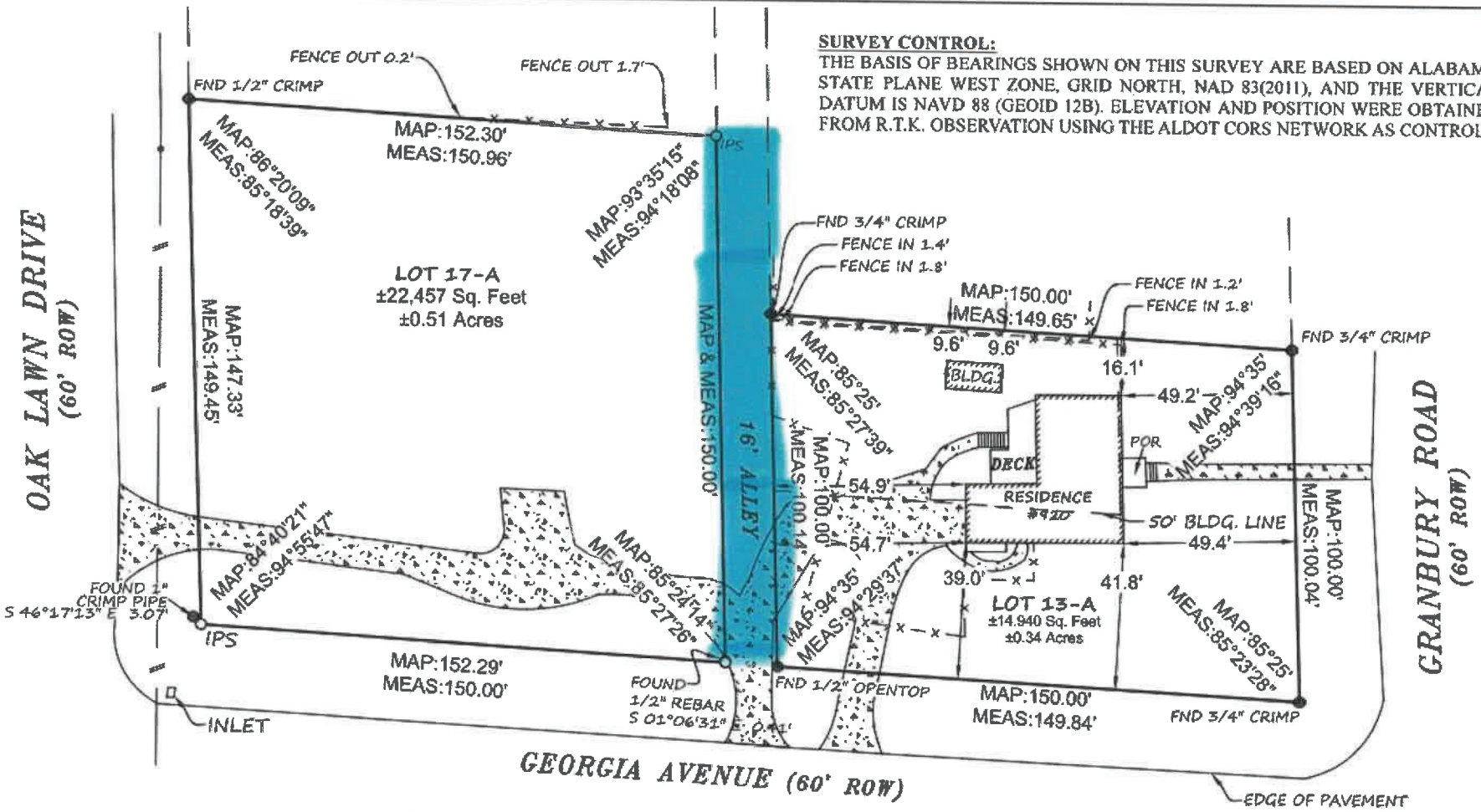
FROM: David Denard, Director DD
Environmental Services Department

DATE: April 1, 2025

RE: Proposed Vacation of Alleyway, City of Vestavia Hills
920 Granbury Road and 929 Oaklawn Drive, Vestavia Hills
Lots 13-A and 17-A Block 5 Resurvey of Birmingham Heights; NE 30-18S-2W

This memo responds to an alleyway easement vacation request received for the above referenced property. (said easement is highlighted in blue on enclosed drawing and Exhibit A) It appears, to the best of our knowledge, that no County maintained sanitary sewer exists within this public easement. Based on the aforementioned, we have no objection to the vacation of said public easement insofar as sanitary sewers are concerned. This memorandum should not be construed that this department warrants the accuracy of information provided to us by others.

cc: Emily Kemp, ESD
Ben Pate, ESD
File



"PROPERTY BOUNDARY SURVEY"

'eyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 17-A, of WARRENS RESURVEY OF BHAM HEIGHTS, as recorded in Map Volume 262, Pag

2 Industrial Park Dr.| Pelham, AL 35124

Alabama Power

APC Document #72308430-001

July 28, 2022

Christopher Steven and Elisha Terry Burkhalter
929 Oaklawn Dr
Vestavia Hills, AL 35216

RE:

Proposed relocation of existing power line on Lot 17-A, according to Warren's Resurvey of Birmingham Heights, as recorded in Map Book 262, Page 74, in the Probate Office of Jefferson County, Alabama. Said portion lying in the Southwest ¼ of the of the Northeast ¼ of Section 30, Township 18 South, Range 2 West, in Jefferson County, Alabama.

Dear Mr. Mr. and Mrs. Burkhalter,

Alabama Power Company will offer no objections to the proposed relocation of the existing power line at the above address, so long as an exception is made that Alabama Power Company's rights are protected. The total right of way for APCo is 30 feet total, 15 feet on both sides of center line, plus anchors, for any overhead lines, and 10 feet total, 5 feet on both sides of center line, for any underground facilities that may be in place, within this easement area.

Should the need arise for the company to extend additional facilities from any existing lines, Alabama Power Company will acquire the necessary rights of way from the owner of record date.

I trust this letter is sufficient for your needs but if not, please call me at (205)226-1754.

Sincerely,

Dean Fritz

Corporate Real Estate
205-438-4419

BIRMINGHAM WATER WORKS

April 1, 2025

#618

Chris & Elisha Burkhalter
75515 Highway 9
Ashland, AL 36251

To whom it may concern:

You may present this letter to interested parties as evidence that The Water Works Board of the City of Birmingham has no existing facilities within that portion of a utility easement proposing to be vacated within Lots 17A of Warrens Resurvey of Birmingham Heights and South Bham Heights lots 13 & 14 Block 5 Resurvey Plat as recorded in Map Volume 68, Page 21in Probate Court of Jefferson County Alabama, situated in the SW¼ of the Ne ¼ of Section 30, Township 18 South, Range 2 West, located in the City of Vestavia Hills, Alabama. Therefore, the Water Board has no objection to the vacation of said easement.

Should you have questions or need additional information, please feel free to contact Ms. Antris Betts, at (205) 244-4262; or you may reach Ms. Betts via email at **antris.betts@bwwb.org**.

Very truly yours,

Douglass W. Stockham, IV
Manager - System Development

AB/dws iv
D.P. J-451-2
Gradient: SMH

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Spire Alabama Inc.
605 Richard Arrington JR. Blvd.
Birmingham, AL 35203

4/15/2025

Chris Burkhalter
929 Oaklawn Dr.
Vestavia Hills, AL 35216

Re: Proposed vacation of the alleyway easement located within Lots 17A of Warrens Resurvey of Birmingham Heights and South Bham Heights lots 13 &14 Block 5 Resurvey Plat as recorded in Map Volume 68, Page 21 in Jefferson County Alabama, situated in Section 30, Township 18 South, Range 2 West.

Mr. Burkhalter,

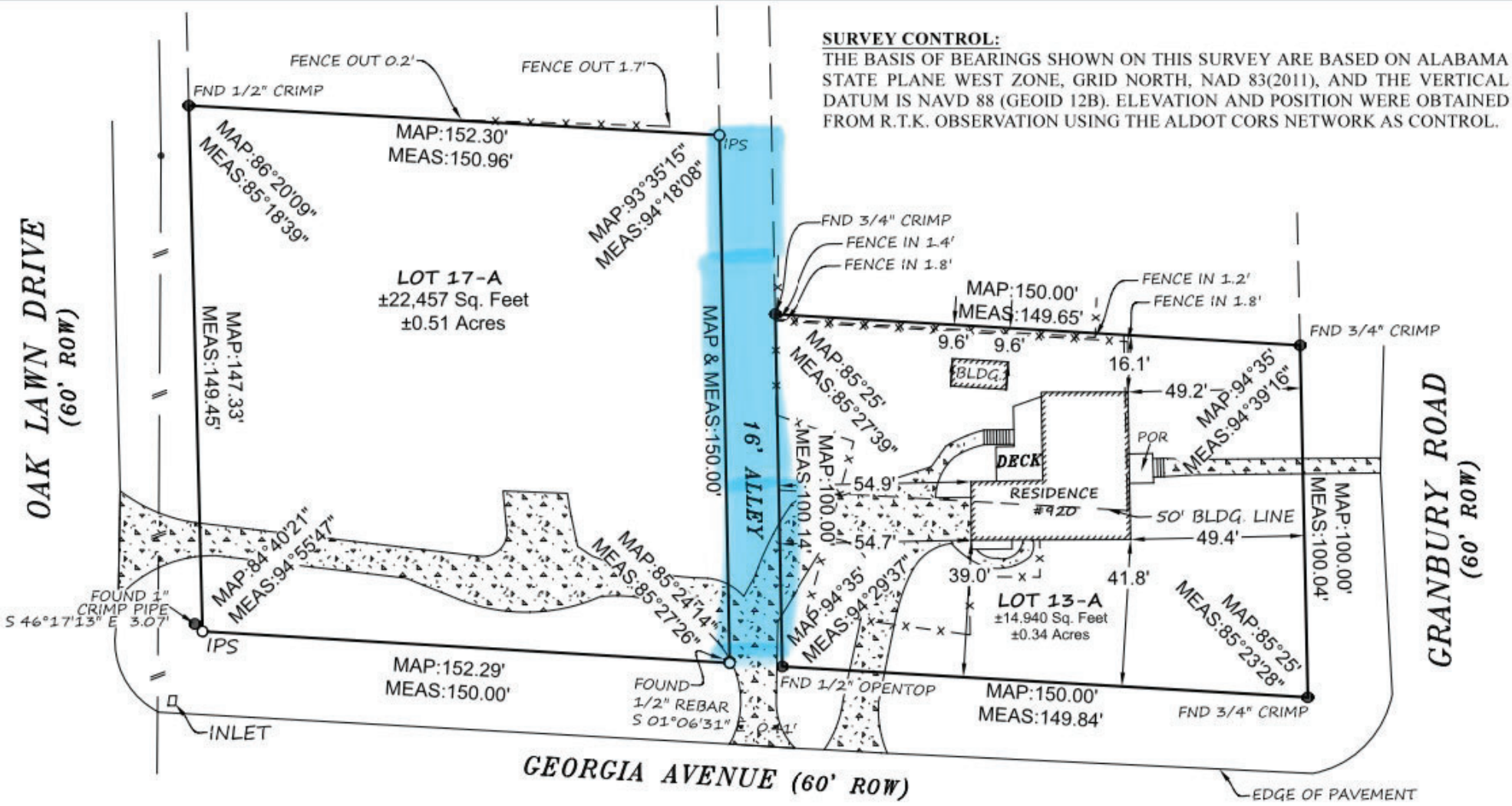
Spire Alabama Inc. has no facilities (and makes no claim of any being there) and has no objection to the vacation of the above said easement.

If a property owner places any structures, decks (attached or free standing), fences, buildings, retaining walls or other personal property within easements that do contain installed natural gas mains or other natural gas facilities, they do so at their own risk and they must comply with applicable law, including the Alabama Underground Damage Prevention Act, set forth in the Alabama Code Title §37, Chapter 15, Sections 1-11, and contact Alabama 811.

In the event that Spire Alabama Inc. or its successors and assigns, requires the utilization of the easement referenced above for the installation of future facilities necessary rights of way will be acquired from the owner of record.

Sincerely,

Daniel Logan
Right of Way Representative
205.842.3972
Daniel.Logan@spireenergy.com



"PROPERTY BOUNDARY SURVEY"

veyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 17-A , of WARRENS RESURVEY OF BHAM HEIGHTS , as recorded in Map Volume 262 , Pag

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

September 22, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Resolution Number 5586 - A Resolution determining the value of right-of-way vacated by Resolution Number 5585 *(public hearing scheduled for October 27, 2025; notice given pursuant to Alabama law)*

Background:
Alabama law sets for a procedure for the purchase of vacated right-of-way. The calculation was determined that the purchase of the property would equal $2,088.

Recommendation:
na

Fiscal Impact:
na

Attachments:
1. Resolution 5586

RESOLUTION NUMBER 5586

A RESOLUTION DETERMINING THE VALUE OF VACATED RIGHT-OF-WAY

WHEREAS, on the 27th day of October, 2025, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Resolution Number 5585, vacating a portion of rights-of-way pursuant to the provisions of Section 23-4-20 of the Code of Alabama, 1975; and

WHEREAS, Section 11-49-6, Code of Alabama, 1975 requires: *"as a condition of exercise of such power to vacate, the governing body may require abutting landowners who will directly benefit from such vacation to pay to such municipality a vacation of right-of-way fee equal to the fair market value of the land which will be added to the holdings of such abutting landowners"*; and

WHEREAS, Section 11-49-6, Code of Alabama, 1975 further requires that: *"In no event shall the said vacation of right-of-way fee exceed the assessed value per square foot of all subdivision lots or tracts abutting the right-of-way to be vacated applied to square foot area of real property to be added to the holdings of each abutting landowner paying such fee; provided, however, the determination of such a fee in a lesser amount by the governing body of the municipality shall be conclusive as to its amount"*; and

WHEREAS, the terms of this Resolution shall be based upon the following definitions:

(1) the "fair market value" of the property is the value of the land as determined by the Jefferson County Board of Equalization; and

(2) the "assessed value" of the property is determined by the classification of the property (i.e. "*Class 1*" residential, owner-occupied; "*Class 2*" residential, non-owner-occupied)

WHEREAS, an analysis of the future use of the property along with a required rezoning and platting in which this private property will be offered for development by the private developer, owner of both adjacent properties; and

WHEREAS, the applicant has requested and the City Council has approved the vacation of said portion of right-of-way at a value of $2,088.00; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the City Manager and determine the value set at $2,088.00.

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

1. The Council has determined that the value of the property vacated in Resolution Number 5585 is calculated at an amount equivalent to $2,088.00; and
2. Said value along with all cost of advertising pursuant to Alabama law shall be remitted to the City Clerk prior to filing said vacation in the Office of the Judge of Probate of Jefferson County; and
3. Said Resolution Number 5586 shall become effective immediately upon adoption and approval and posting/publishing as required by Alabama law.

ADOPTED and APPROVED this the 27th day of October, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk