

**Vestavia Hills  
City Council Agenda  
July 27, 2015  
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Jim St. John, Fire Chief
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Report – Melvin Turner, III, Finance Director/City Treasurer
9. Approval of Minutes –July 13, 2015 (Regular Meeting)

**Old Business**

10. Resolution Number 4732 – Accepting A Bid With Alternates For Construction Of An ADA Ramp For The Vestavia Hills Library In The Forest (*public hearing*)
11. Resolution Number 4734 – A Resolution Requesting Additional Funding For Improvements At The “Adult” Softball Fields (*public hearing*)
12. Resolution Number 4736 - A Resolution Authorizing The City Manager To Execute And Deliver A Development Agreement With Hardin Grace Investments, LLC, Phillips And Todd Holdings, LLC And G. Fred Acton, James Acton And Anne A. Reardon For Sanitary Sewer Improvements To Properties Along A Certain Portion Of Dolly Ridge Road (*public hearing*)
13. Ordinance Number 2573 – Rezoning – 3786 And 3790 Poe Drive; Lots 5A And 5B, Overton Investments Resurvey Of New Merkle And Lots 6 & 7, Glass 3<sup>rd</sup> Add To New Merkle; Rezone From Vestavia Hills R-4 (Residential) To Vestavia Hills R-9 (Planned Residential) For Construction Of Four Single-Family Residences; David Horton And Overton Investments, Owners; Jason Kessler, Representing (*public hearing*)
14. Ordinance Number 2574 – Annexation – 90-Day Final – 3400 Kettering Lane; Lot 16, Ridgedell Park; Natan and Lindsey Shar, Owners (*public hearing*)
15. Ordinance Number 2575 – Rezoning – 3400 Kettering Lane; Lot 16, Ridgedell Park; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Compatible Zoning For Annexation; Natan Shar, Owner (*public hearing*)

16. Ordinance Number 2576 – Annexation – 90-Day Final – 3405 Sagewood Lane; Lot 23A, Resurvey of Lots 21, 22 & 23, Sagewood; Donald and April Winningham, Owners (*public hearing*)
17. Ordinance Number 2577 – Rezoning – 3405 Sagewood Trail; Lot 23A, Resurvey Of Lots 21, 22 And 23, Sagewood; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Compatible Zoning For Annexation; Donald And April Winningham, Owners (*public hearing*)

## **New Business**

### **New Business (Requesting Unanimous Consent)**

18. Resolution Number 4737 – A Resolution Approving An Alcohol License For Café Iz LLC D/B/A Iz Café, 2514 Rocky Ridge Road; Mary Bruno Reed And Stewart Michael Reed, Executives (*public hearing*)
19. Resolution Number 4738 – A Resolution Authorizing The City Manager To Add An Additional Air Conditioning Unit For The Server Room And Repair Of The Air Unit Coil At The Vestavia Hills Library In The Forest (*public hearing*)
20. Resolution Number 4739 – A Resolution Authorizing The City Manager To Execute And Deliver A Sixth Amendment To Purchase And Sale Agreement With Chick-Fil-A, A Georgia Corporation (*public hearing*)

### **First Reading (No Action Taken At This Meeting)**

21. Ordinance number 2578 – Annexation – 90-Day Final – 2437 Rocky Ridge Road; Lot 1, Buckhead 1<sup>st</sup> Sector; Michael And Caroline Allen, Owners (*public hearing*)
22. Ordinance Number 2579 – Rezoning – 2437 Rocky Ridge Road; Lot 1, Buckhead 1<sup>st</sup> Sector; Rezone From JC E-2 To VH R-1; Compatible Zoning For Annexation; Michael And Carolyn Allen, Owners (*public hearing*)
23. Ordinance Number 2580 – Annexation – 3609 Settlers Lane; Part of Estate #6, JP Westbrook Estates; Joseph D. West, Owner (*public hearing*)
24. Ordinance Number 2581 – Rezoning – 3609 Settlers Lane; Part of Estate #6, JP Westbrook Estates; Rezone From JC E-1 To VH E-2; Compatible Zoning For Annexation; Joseph D. West, Owner (*public hearing*)
25. Citizens Comments
26. Motion For Adjournment

## CITY OF VESTAVIA HILLS

### CITY COUNCIL

### MINUTES

**JULY 13, 2015**

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

**MEMBERS PRESENT:**

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

**MEMBERS ABSENT:**

Jim Sharp

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
Melvin Turner, Finance Director  
George Sawaya, Deputy Treasurer  
Danny Rary, Police Chief  
Jimmy Coleman, Compliance Officer  
Jim St. John, Fire Chief  
Marvin Greene, Asst. Fire Chief  
Brian Davis, Public Services Director

Invocation was given by Brian Davis, Public Services Director, followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, GUEST RECOGNITION, CANDIDATES**

- Mr. Pierce welcomed Jimese Harkley and Amy Kabase, representing Vestavia Hills Chamber of Commerce, to the meeting.
- The Mayor welcome Boy Scouts Vincent Wang (Troop 1) and Drew Wertheimer (Troop 76) to the meeting. Both Boy Scouts indicated that they are presently working on merit badges.

### **PRESENTATION**

Linda Parker, Immediate Past Chairman of the Chamber of Commerce, presented the City with a check in the amount of \$11,084 to assist with the expense of signage throughout the City pursuant to the City's branding initiative.

### **PRESENTATION**

Jim Crego, Jefferson-Blount-St. Clair Mental Health Authority, presented statistics of the services rendered by the Authority to City residents as well as others. He indicated that the City's representatives to the Authority do a tremendous job. In closing, Mr. Crego requested the same amount of assistance in this year's budget allocated in last year and thanked the Council for continued support of the Authority.

### **CITY MANAGER REPORT**

- Mr. Downes stated that the City is preparing to enter into the budget process with departmental hearings scheduled soon.
- Mr. Downes commended Jefferson County in following a recent meeting between their engineers and the City's for pledging to work together in areas with both City and unincorporated County to get roadways paved for both jurisdictions. He stated that the engineers from both jurisdictions will work together to get funding for projects for all jurisdictions.

### **COUNCILOR REPORTS**

- Mr. Ammons stated that the Steering Committee will begin work based upon the recreational feedback and recommendations from the consultant last week, which derived from a survey with more than 1700 responses.
- Mr. Pierce thanked the Chamber of Commerce for another successful I Love America Day. He stated that, hopefully, one year the weather will cooperate, however, overall it was a great event.
- The Mayor indicated that the Liberty Park Joint Venture sent him a letter relative to making Liberty Parkway a public roadway. He indicated the City will be talking to the LPJV regarding this endeavor.
- The Mayor stated that the State of Alabama Legislature passed a local bill and enables the City to form three entertainment districts. The first is being evaluated and will be the business district of Rocky Ridge. Parameters have been evaluated and an ordinance will be forthcoming.
- In coordination with the Chamber of Commerce, the City will be participating in Day Of Service on September 12, 2015. He indicated that along with the normal shredding and e-recycling, groups will be taking requests from residents to assist



in small tasks that need to be accomplished in a “neighbor-helping-neighbor” type endeavor.

**APPROVAL OF MINUTES**

The minutes June 22, 2015 (Regular Meeting) were presented for approval.

**MOTION** Motion to dispense with the reading of the minutes of June 22, 2015 (Regular Meeting) and approve them as presented was by Mr. Henley and second by Mr. Ammons. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mayor Zaragoza – yes

motion carried.

**OLD BUSINESS**

**RESOLUTION NUMBER 4725**

**Resolution Number 4725 - A Resolution Authorizing The City Manager To Purchase Radio Equipment From E-911 Funds (*public hearing*)**

**MOTION** Motion to approve Resolution Number 4725 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes explained that the Fire Department has identified needs within their communications for radio equipment and speakers for the new facility in the amount of \$12,008 and has requested the use of 911 funds to do so. The Council is the E-911 Board and is the authority to approve such a purchase.

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

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mayor Zaragoza – yes

motion carried.

**RESOLUTION NUMBER 4727**

**Resolution Number 4727 – A Resolution Authorizing The City Manager To Purchase A Drying Cabinet and Workstation (*public hearing*)**

**MOTION** Motion to approve Resolution Number 4727 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this is a request for purchasing a needed work station for the Police Department utilizing traffic safety funds, a special fund for law enforcement purposes. The work session expense is \$7,750.

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

Roll call vote as follows:

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

## **NEW BUSINESS**

### **RESOLUTION NUMBER 4730**

**Resolution Number 4730 – A Resolution Declaring A Weed And Other Vegetation Nuisance Pursuant To Ordinance Number 2567 And Directing The City Manager To Abate Said Nuisance For The Property Located At 4004 North Cahaba Drive (*public hearing*)**

**MOTION** Motion to approve Resolution Number 4730 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this is the second weed violation to come before the Council pursuant to the recently adopted weed abatement ordinance. He stated that Officer Coleman has investigated this property and recommends this abatement. Photographs of the property were shown to the Council and Mr. Coleman explained the situation.

Discussion ensued and Mr. Coleman indicated the property owner is out of state and non-responsive to notifications.

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

Roll call vote as follows:

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

**RESOLUTION NUMBER 4731**

**Resolution Number 4731- A Resolution Accepting The 2013-2014 Audit For The City Of Vestavia Hills**

**MOTION** Motion to approve Resolution Number 4731 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this Resolution is the acceptance of the annual financial audit for the City.

Courtney Brown, Carr, Riggs and Ingram, LLC, was present to discuss and answer any questions concerning the audit.

Roll call vote as follows:

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

**RESOLUTION NUMBER 4733**

**Resolution Number 4733 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement For Cooperative Maintenance Of Public Right-Of-Way (Form MB-06) For Grading And Landscaping Permit No. 3-1-5968; Vesthaven Way And Chestnut Road**

**MOTION** Motion to approve Resolution Number 4733 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this Resolution is a maintenance agreement for landscaping that is planned to be installed next year along Montgomery Highway. In order to prepare for the install, the maintenance agreement needs to be submitted to ALDOT.

Roll call vote as follows:

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

**RESOLUTION NUMBER 4735**

**Resolution Number 4735 – A Resolution Authorizing Certain Action With Respect To General Obligation Warrants, Series 2015, Of The City Of Vestavia Hills, Alabama**

**MOTION** Motion to approve Resolution Number 4735 was by Mr. Henley and second was by Mr. Ammons.

Mr. Downes stated that this Resolution is a parameter ordinance to allow a Warrant issue for 2015 to move forward with a potential refinance at a lower underwriting cost.

Chris Williams, the City’s Financial Advisor, explained the parameter Resolution.

Discussion ensued in reference to the economic market, timelines for financing, etc.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, asked the amount of underwriting fees involved in the refinance.

Chris Williams stated that Frazier Lanier was the low bidder and had ideas for other ways to save more money.

Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Ammons – yes

Mayor Zaragoza – yes  
motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council’s next regularly scheduled meeting on July 27, 2015 at 5 PM.

- Resolution Number 4732 – Accepting A Bid With Alternates For Construction Of An ADA Ramp For The Vestavia Hills Library In The Forest (*public hearing*)
- Resolution Number 4734 – A Resolution Requesting Additional Funding For Improvements At The “Adult” Softball Fields (*public hearing*)
- Resolution Number 4736 - A Resolution Authorizing The City Manager To Execute And Deliver A Development Agreement With Hardin Grace

Investments, LLC, Phillips And Todd Holdings, LLC And G. Fred Action, James Acton And Anne A Reardon For Sanitary Sewer Improvements To Properties Along A Certain Portion Of Dolly Ridge Road (*public hearing*)

- Ordinance Number 2573 – Rezoning – 3786 And 3790 Poe Drive; Lots 5A And 5B, Overton Investments Resurvey Of New Merkle And Lots 6 & 7, Glass 3<sup>rd</sup> Add To New Merkle; Rezone From Vestavia Hills R-4 (Residential) To Vestavia Hills R-9 (Planned Residential) For Construction Of Four Single-Family Residences; David Horton And Overton Investments, Owners; Jason Kessler, Representing (*public hearing*)
- Ordinance Number 2574 – Annexation – 90-Day Final – 3400 Kettering Lane; Lot 16, Ridgedell Park; Natan and Lindsey Shar, Owners (*public hearing*)
- Ordinance Number 2575 – Rezoning – 3400 Kettering Lane; Lot 16, Ridgedell Park; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Compatible Zoning For Annexation; Natan Shar, Owner (*public hearing*)
- Ordinance Number 2576 – Annexation – 90-Day Final – 3405 Sagewood Lane; Lot 23A, Resurvey of Lots 21, 22 & 23, Sagewood; Donald and April Winningham, Owners (*public hearing*)
- Ordinance Number 2577 – Rezoning – 3405 Sagewood Trail; Lot 23A, Resurvey Of Lots 21, 22 And 23, Sagewood; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Compatible Zoning For Annexation; Donald And April Winningham, Owners (*public hearing*)

### CITIZENS COMMENTS

None.

**MOTION** Motion to adjourn was by Mr. Pierce and second was by Mr. Henley. Meeting adjourned at 5:45 PM.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **RESOLUTION NUMBER 4732**

### **A RESOLUTION ACCEPTING A BID WITH ALTERNATES FOR CONSTRUCTION OF AN ADA RAMP AT THE VESTAVIA HILLS LIBRARY IN THE FOREST**

**WHEREAS**, an Invitation to Bid was advertised pursuant to Alabama law for construction of an ADA ramp at the Vestavia Hills Library in the Forest; and

**WHEREAS**, on June 9, 2015, bids were opened and read publicly with three (3) bids received; and

**WHEREAS**, Tony Renta, Renta Landscape Architecture, designer of the project reviewed the bids and in a letter to the Library Director dated June 15, 2015 recommended acceptance of the bid package from Richard Sprouse Construction. A copy of said letter is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4732 as though written fully therein; and

**WHEREAS**, Taneisha Young Tucker, Library Director, in a letter to the City Manager dated July 6, 2015, a copy of which is marked as “Exhibit B” attached to and incorporated into this Resolution Number 4732 as though written fully therein, detailed the project bid results along with alternates and recommended the following: Acceptance of the bid package from Richard Sprouse Construction with Alternate 1 plus 10% contingency (Walking Path totaling \$24,145); Alternate 5 plus 10% contingency (Handicapping Parking totaling \$3,437.50); Project Contingency (totaling \$12,462.50); and Consultant reimbursable and expenses (totaling \$2,897); and

**WHEREAS**, the FY 2015 budget reflects a total of \$115,000 for this construction project which was allocated by the Library Board of Trustees (“Board”) from Fund 13 Donations and on June 16, 2015, at a regular meeting of the Board, an additional \$60,000 was allocated from Fund 13 in order to fully fund said project; and

**WHEREAS**, the Mayor and City Council have reviewed the recommendations of the Consultant and the Library Director and feel it is in the best interest of the public to accept said recommendations and approve the project, with alternates as described in Exhibit B.

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

1. The City Council hereby accepts the bid as submitted by Richard Sprouse Construction in the amount of \$124,625.00 with the following additions: Alternate 1 plus 10% contingency (Walking Path totaling \$24,145); Alternate 5 plus 10% contingency (Handicapping Parking totaling \$3,437.50); Project Contingency (totaling \$12,462.50); and Consultant reimbursable and expenses (totaling \$2,897) as detailed in Exhibit B; and
2. The City Manager is hereby authorized to execute and deliver any and all agreements for construction of said ADA ramp as proposed and designed; and
3. The ADA ramp project shall be funded from the FY 2014 City of Vestavia Hills budget of \$115,000 along with the additional \$60,000 allocation from Fund 13, Donations as authorized by the Library Board of Trustees; and
4. This Resolution Number 4732 shall become effective upon adoption and approval.

**ADOPTED and APPROVED** this the 27<sup>th</sup> day of July, 2014.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

June 15, 2015

Taneisha Young Tucker  
Vestavia Hills Library in the Forest  
1221 Montgomery Highway  
Vestavia Hills, AL 35216



**Re: Vestavia Hills Library in the Forest –ADA Path, Bid 2015-05 - Bid Award Recommendation**

Mrs. Tucker,

Renta Landscape Architecture has evaluated the bids received at the public reading on June 9, 2015 at the Vestavia Hills Municipal Center for the Vestavia Hills Library in the Forest - ADA Path, Bid 2015-05.

Three bids were received and their base bid amounts are as follows:

- Richard Sprouse Construction, Inc. in the amount of \$124,625.00
- JD James, Inc (Nature Bridges) in the amount of \$360,384.53
- Gillespie Construction, LLC in the amount of \$282,705.50

The low bid was submitted by Richard Sprouse Construction, Inc. in the amount of \$124,625.00. Our evaluation of the experience, reputation, and financial condition of Richard Sprouse Construction, Inc. indicates they are capable of completing the work required. Therefore, we recommend the award of a contract for construction of the Vestavia Hills Library in the Forest –ADA Path, Bid 2015-05 in the amount of \$124,625.00 be given to said contractor.

We recommend that upon notice of award of contract to contractor that a preconstruction conference between the owner, landscape architect, and contractor should be held to discuss the alternatives submitted in the bid package.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Tony Renta', is positioned above the typed name.

Tony Renta, ASLA  
Renta Landscape Architecture, LLC





# CITY OF VESTAVIA HILLS

VESTAVIA HILLS LIBRARY IN THE FOREST

ALBERTO "BUTCH" ZARAGOZA  
MAYOR

TANEISHA YOUNG TUCKER  
DIRECTOR

**July 6, 2015**

FROM: Taneisha Young Tucker, Library Director

TO: Jeff Downes, City Manager

CC: Rebecca Leavings, City Clerk

**RE: ADA Ramp Project for the Vestavia Hills Library in the Forest**

On June 9, 2015, three bids were opened based on specifications provided by Renta Landscaping Architecture for an ADA ramp to be constructed at the Vestavia Hills Library in the Forest.

The best and lowest bid was from Richard Sprouse Construction. Based on the base bid, which was \$124,625, I recommend that Richard Sprouse Construction be awarded this project. In addition, attached is a letter from Renta Landscaping Architecture supporting this recommendation.

In 2014, the Library Board of Trustees allocated \$115,000 from the library's Fund 13 Donations Account to cover the cost of this project. These funds were approved by the City Council in the library's 2014/2015 annual budget. Thus far, \$6,954 has been paid toward the project.

The base bid submitted from Sprouse Construction, \$124,625, is over the remaining budget allocation by \$16,579. Alternates were also proposed and submitted during the bid process.

On June 16, 2015, the Library Board of Trustees voted to allocate an additional \$60,000 from Fund 13 to complete the project.

After receiving the Library Board's approval, I met with Mayor Alberto C. Zaragoza, Library Board Chair, Ashley Hicks, and Tony Renta of Renta Landscaping Architecture to discuss the proposed alternates. Based on pricing and the library's immediate needs, we agreed to include the following alternates and contingency estimates:

Alternate 1 plus 10% contingency: Walking Path totaling \$24,145  
Alternate 5 plus 10% contingency: Handicapping Parking totaling 3,437.50  
Project Contingency /Allowance: \$ 12,462.50

In addition, per the contract with Renta Landscaping Consultants the consulting balance should be no more than \$2,897 plus Reimbursables and Expenses.

Per the estimated expenses listed above, on behalf of the Library Board of Trustees, I request that the Vestavia Hills Council approve an additional \$60,000 from the library's Fund 13 Donations Account to cover the expenses of this project.

Please contact me at 205.978.0161 if you have questions or concerns. Thank you.

**RESOLUTION NUMBER 4734**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE ADDITIONAL IMPROVEMENTS TO THE “ADULT” SOFTBALL FIELDS IN AN AMOUNT NOT TO EXCEED \$49,000**

**WHEREAS**, the City’s athletic fields are under the care and maintenance of Specialty Turf Supply which has improved the condition of a majority of the City’s fields; and

**WHEREAS**, in an Interoffice Memorandum dated July 6, 2015, the Public Services Director advised the City Manager that the “adult” softball fields are in need of certain improvements and that Specialty Turf Supply has quoted a price not to exceed \$49,000 to complete said improvements. A copy of said memorandum is marked as Exhibit A, attached to and incorporated into this Resolution Number 4734 as though written fully therein; and

**WHEREAS**, the City Manager has reviewed said request and recommends approval; and

**WHEREAS**, the Mayor and City Council have reviewed the request and find it is in the best public interest to approve additional funding as requested in the attached Exhibit A.

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

1. The City Manager is hereby authorized to take all actions necessary in order to secure said improvements to the “adult” softball fields as described in the attached Exhibit A at a cost not to exceed \$49,000; and
2. This Resolution Number 4734 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 27<sup>th</sup> day of July, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**Vestavia Hills Public Services  
1973 Merryvale Road  
Vestavia Hills, Al 35216**

**INTEROFFICE MEMO**

Date: July 6, 2015

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Services Director

RE: Funding for Liberty Park Fields 5-9 renovations

Our agreement with Specialty Turf Supply to maintain our athletic fields has improved the condition of a majority of our fields dramatically. Most of the youth sports have contributed at some level to help with the improvements. The fields that are in the most need of additional improvements are the “adult” softball fields. These fields aren’t used exclusively by one sport, and the improvements fall outside of the base agreement.

Mike Hill has provided a quote to improve these fields at a cost of \$9,800 per field. Below is a note from Mike on the history and suggested improvements:

As you know we took over the maintenance of the complex in Feb 2015. The rainfall was well above average for Feb-April which was the biggest challenge since we took over. The other piece is the conditions of the fields. The city has been using a product called quick dry for multiple years to get games in after a big rain; this has essentially changed the profile of the playing surface and has made it almost unmanageable. When the fields become too wet the surface turns to mud at a 2-3” profile, when the rain stops it goes the other way and becomes like concrete and very dusty. This product is made for small applications like puddles, smaller sections of the field that can’t dry and typically you put it down and then remove it from the surface. The name on the bag says it

all, Game Saver. Over the years this has become the primary playing profile surface, which is unmanageable.

The other issue has been the extremely large lips on the back arc of the dirt and grass. The grass has so much build up that it is blocking the water from draining off the back surface and creating a bath tub effect, pooling water in the infield. These two problems have made the playability of the fields go way down with weather events. My recommendation is to take a block of time and a block of fields and re-do the playing surface and grass. We would take out the top 2" of material and replace it with a crushed brick, crimson stone material and re-grade the infields. We would remove the lip and grass back in some of the large dirt infields. This would allow us to manage a smaller portion of dirt and lessen our chances of rainouts, mainly due to water pooling in the areas that are out of play on the dirt the way it is now.

In order to improve these fields prior to next spring, we need to start as soon as possible to take advantage of the summer growing season. I am asking for an additional \$49,000 for this current fiscal year to improve these fields.

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

## **RESOLUTION NUMBER 4736**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER A DEVELOPMENT AGREEMENT WITH HARDIN GRACE INVESTMENTS, LLC, PHILLIPS AND TODD HOLDINGS, LLC AND G. FRED ACTON, JAMES ACTON AND ANNE A REARDON FOR SANITARY SEWER IMPROVEMENTS TO PROPERTIES ALONG A CERTAIN PORTION OF DOLLY RIDGE ROAD**

**WHEREAS**, Hardin Grace Investments, LLC (“Hardin Grace”), Troy and Barbara Peters (collectively “Peters”) and G Fred Acton, James Acton and Anne A. Reardon (collectively, “Acton”) are the owners of real property situated on Dolly Ridge Road in Vestavia Hills, Alabama; and

**WHEREAS**, Phillips and Todd Holdings, LLC (“PT Holdings”) has entered into an agreement to purchase the real property presently owned by Peters; and

**WHEREAS**, Acton is the owner of certain real property on Dolly Ridge Road; and

**WHEREAS**, Hardin Grace has constructed and installed an underground sanitary sewer line (the “Hardin Grace Sewer Line”) to a point on the Hardin Grace Property which has been dedicated to and accepted by Jefferson County Alabama, a political subdivision of the State of Alabama (the “County”); and

**WHEREAS**, all parties have worked with the City Manager and have determined that inadequate facilities now exist in the area to serve the sanitary sewer needs for redevelopment of the area and the City has agreed to pay the sum of \$20,000 to the owner of the Hardin Grace Property in order to acquire rights to extend a sewer line through the Hardin Grace Property and enable the provision of required public sanitary and sewer service for those members of the public requiring such services at the PT Holdings Property and the Acton Property; and

**WHEREAS**, a development agreement between all parties has been drafted and recommended for approval by the City Manager, a copy of which is marked as Exhibit A and is attached to and incorporated into this Resolution Number 4736 as though written fully therein; and

**WHEREAS**, pursuant to said agreement, PT Holdings, following closing of property presently owned by Peters, will grant an easement to allow additional width on Manorbrook Drive; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to execute and deliver said agreement.

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

1. The City Manager is authorized to execute and deliver the agreement marked as Exhibit A attached hereto; and
2. This Resolution Number 4736 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 22<sup>nd</sup> day of July, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **RESOLUTION NUMBER 4736**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER A DEVELOPMENT AGREEMENT WITH HARDIN GRACE INVESTMENTS, LLC, PHILLIPS AND TODD HOLDINGS, LLC AND G. FRED ACTON, JAMES ACTON AND ANNE A. REARDON FOR SANITARY SEWER IMPROVEMENTS TO PROPERTIES ALONG A CERTAIN PORTION OF DOLLY RIDGE ROAD**

**WHEREAS**, Hardin Grace Investments, LLC (“Hardin Grace”), Troy and Barbara Peters (collectively “Peters”) and G. Fred Acton, James Acton and Anne A. Reardon (collectively, “Acton”) are the owners of real property situated on Dolly Ridge Road in Vestavia Hills, Alabama; and

**WHEREAS**, Phillips and Todd Holdings, LLC (“PT Holdings”) has entered into an agreement to purchase the real property presently owned by Peters; and

**WHEREAS**, Acton is the owner of certain real property on Dolly Ridge Road; and

**WHEREAS**, Hardin Grace has constructed and installed an underground sanitary sewer line (the “Hardin Grace Sewer Line”) to a point on the Hardin Grace Property which has been dedicated to and accepted by Jefferson County Alabama, a political subdivision of the State of Alabama (the “County”); and

**WHEREAS**, all parties have worked with the City Manager and determined that inadequate facilities now exist in the area to serve the sanitary sewer needs for redevelopment of the area and the City has agreed to pay the sum of \$20,000 to the owner of the Hardin Grace Property in order to acquire rights to extend a sewer line through the Hardin Grace Property and enable the provision of required public sanitary and sewer service for those members of the public requiring such services at the PT Holdings Property and the Acton Property; and

**WHEREAS**, a development agreement between all parties has been drafted and recommended for approval by the City Manager, a copy of which is marked as Exhibit A and is attached to and incorporated into this Resolution Number 4736 as though written fully therein; and

**WHEREAS**, pursuant to said agreement, PT Holdings, following closing of property presently owned by Peters, will grant an easement to allow additional width on Manorbrook Drive; and



**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to execute and deliver said agreement.

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

1. The City Manager is authorized to execute and deliver the agreement marked as Exhibit A attached hereto; and
2. This Resolution Number 4736 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 27<sup>th</sup> day of July, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015 by and among **CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation (the "City"), **HARDIN GRACE INVESTMENTS, LLC**, an Alabama limited liability company ("Hardin Grace"), **PHILLIPS AND TODD HOLDINGS, LLC**, an Alabama limited liability company (collectively, "PT Holdings"), and **G. FRED ACTON, JAMES ACTON** and **ANNE A. REARDON** (collectively, "Acton").

### RECITALS:

Hardin Grace is the owner of that certain real property (the "Hardin Grace Property") situated in the City of Vestavia Hills, Jefferson County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

PT Holdings has entered into an agreement to purchase from Troy W. Peters and wife, Barbara L. Peters (collectively, "Peters") that certain real property owned by Peters situated in the City of Vestavia Hills, Jefferson County, Alabama (the "PT Holdings Property") which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Acton is the owner of that certain real property (the "Acton Property") situated in the City of Vestavia Hills, Jefferson County, Alabama which is more particularly described in Exhibit C which is attached hereto and incorporated herein by reference.

Hardin Grace has heretofore constructed and installed an underground sanitary sewer line (the "Hardin Grace Sewer Line") to a point within the Hardin Grace Property in the approximate location shown on Exhibit D attached hereto and incorporated herein by reference. The Hardin Grace Sewer Line has been dedicated to, and accepted by, Jefferson County, Alabama, a political subdivision of the State of Alabama (the "County").

PT Holdings and Acton have approached the City regarding plans to construct on the PT Holdings Property and the Acton Property various commercial, retail and related improvements.

There is currently inadequate public infrastructure for the provision of public sewer services to the PT Holdings Property and the Acton Property.

The PT Holdings Property and the Acton Property are included within an area of the City that the City has determined is necessary for commercial, retail and related development and expansion, and the City has determined that the developments proposed for the PT Holdings Property and the Acton Property will result in a substantial economic benefit to the City by expanding the tax base of the City, increasing the number of jobs within the City, and enhancing the overall quality of life of the citizens of the City, as well as will enable the City to attract and

retain additional commercial and retail developments within and around the PT Holdings Property and the Acton Property.

The City has determined that the provision of adequate public sewer services at and around the PT Holdings Property and the Acton Property is necessary, desirable and in the best interest of the City and its citizens.

The City has determined to pay the sum of \$20,000 to the owner of the Hardin Grace Property which is located directly adjacent to or in close proximity with the PT Holdings Property and the Acton Property and the sanitary sewer access lines to the sanitary sewer system of the County in order to acquire rights to extend a sewer line through the Hardin Grace Property and enable the provision of required public sanitary and sewer services for those members of the public requiring such services at the PT Holdings Property and the Acton Property.

Hardin Grace has agreed to grant to the owners of the PT Holdings Property and the Acton Property a permanent, perpetual and non-exclusive easement along that portion of the Hardin Grace Property described in **Exhibit E** attached hereto and incorporated herein by reference (the "Hardin Grace Sewer Easement Property") for the purpose of constructing underground sanitary sewer lines thereon, together with the right to connect to the Hardin Grace Sewer Line.

PT Holdings has agreed to grant to Acton and their respective heirs, personal representatives, and assigns (a) a permanent, perpetual and non-exclusive easement along that portion of the PT Holdings Property which is more particularly described in **Exhibit F** attached hereto and incorporated herein by reference (the "PT Holdings Sewer Easement Property") for the purpose of constructing underground sanitary sewer lines thereon, together with the right to connect to any extension of the Hardin Grace Sewer Line constructed by PT Holdings within the Hardin Grace Sewer Easement Property.

Pursuant to \_\_\_\_\_ (the "Road Easement Agreement"), Hardin Grace has heretofore granted to the City an easement and right-of-way for a roadway over and upon that portion of the Hardin Grace Property shown on **Exhibit G** attached hereto and incorporated herein by reference (the "Hardin Grace Road Easement Property").

PT Holdings has agreed to grant to the City an easement and right-of-way for a roadway over and upon that portion of the PT Holdings Property shown on **Exhibit G** attached hereto and incorporated herein by reference (the "PT Holdings Road Easement Property").

Hardin Grace has heretofore constructed curbing and other improvements for the Hardin Grace Property within the Hardin Grace Road Easement Property in the area shown on **Exhibit G** attached hereto and incorporated herein by reference (the "Hardin Grace Encroachments") in violation of the terms and provisions of the Road Easement Agreement.

The City has agreed to (a) repave and reconstruct that portion of Manor Brook Drive, which currently constitutes a prescriptive easement, from Dolly Ridge Road, a public roadway, to the approximate location within the Hardin Grace Road Easement Property and the PT

Holdings Road Easement Property shown on **Exhibit G** attached hereto and incorporated herein by reference (the “Manor Brook Improvements”) and (b) acknowledge the existence of the Hardin Grace Encroachments and not require that the same be removed from the Hardin Grace Road Easement Property.

In connection with the development of the PT Holdings Property, (a) Acton has agreed to grant to PT Holdings an access easement over and upon that portion of the Acton Property shown in **Exhibit H** attached hereto and incorporated herein by reference (the “Acton Access Easement Property”) upon which PT Holdings will construct an access drive (“Access Drive”) to provide vehicular and pedestrian access to and from both the PT Holdings Property and a portion of the Acton Property and Dolly Ridge Road, a public roadway, (b) PT Holdings has agreed to grant to Acton an access easement over and upon that portion of the PT Holdings Property shown in **Exhibit H** hereto and incorporated herein by reference (the “PT Holdings Access Easement Property”) upon which PT Holdings will construct the Access Drive. and (c) Acton has agreed to grant to PT Holdings a parking easement over and upon that portion of the Acton Property shown in **Exhibit H** attached hereto and incorporated herein by reference (the “Parking Easement Property”) in order to provide up to five (5) additional parking spaces (the “Parking Spaces”) for the benefit of the PT Holdings Property.

Following the Closing, as hereinafter defined, PT Holdings has agreed to construct the Access Drive and the Parking Spaces.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** In addition to the other definitions set forth in this Agreement, as used throughout this Agreement, the following defined 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:

(a) “Acton Insurance Requirements” means commercial general liability insurance coverage (including contractual liability insurance coverage regarding the indemnification obligations of Acton set forth in this Agreement) for bodily injury (including death) and property damage with a combined single limit of not less than Three Million Dollars for each occurrence and with not less than Three Million Dollars in the aggregate, which commercial general liability insurance policy shall name the then owner of the PT Holdings Property as an additional insured thereunder. An umbrella or excess liability insurance policy may be used to satisfy the foregoing policy limits. All insurance to be maintained hereunder shall be issued by companies having a Best rating of A-/+ or higher and shall be issued on the current ISO form. Certificates of Insurance evidencing the foregoing coverages shall be delivered to the then owner of the PT Holdings Property prior to any entry onto the PT Holdings Sewer Easement Property by any of the Acton Parties.

(b) “Acton Parties” means the then owner of the Acton Property who is exercising the sewer easement rights granted by the owner of the PT Holdings Property to

construct sanitary sewer lines within the PT Holdings Sewer Easement Property and such owner's respective agents, employees, contractors, heirs, personal representatives, successors and assigns.

(c) "Closing" means the closing of the transactions contemplated in this Agreement as provided in Paragraph 7 below.

(d) "Closing Date" shall have the meaning given to such term in Paragraph 7(a) below.

(e) "Conditions" shall have the meaning given to such term in Paragraph 6 below.

(f) "Development Documents" means, collectively, the Sewer Easement Agreement (as defined in Paragraph 3(a) below), the PT Holdings Road Easement Agreement (as defined in Paragraph 4(a) below), and the Cross Access Easement Agreement (as defined in Paragraph 5(a) below).

(g) "Force Majeure" means any delays which are occasioned by or result from acts of God, inclement weather, labor or materials shortages, labor strikes, work stoppages, war, civil unrest, riots, inability to obtain permits, any delays in obtaining any requested consents or approvals from any party to this Agreement, and any other causes beyond the reasonable control of any party to this Agreement; provided, however, that the term "Force Majeure" shall not mean or include the inability of a party to obtain financing or sufficient funds to undertake or complete any of its obligations under this Agreement.

(h) "Governmental Authority" means any and all City, County, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or any other regulatory authorities.

(i) "Governmental Requirements" means any and all statutes, ordinances, code provisions, rules, regulations, requirements and directives of any Governmental Authorities.

(j) "PT Holdings Insurance Requirements" means commercial general liability insurance coverage (including contractual liability insurance coverage regarding the indemnification obligations of the PT Holdings Parties set forth in this Agreement) for bodily injury (including death) and property damage with a combined single limit of not less than Three Million Dollars for each occurrence and with not less than Three Million Dollars in the aggregate, which commercial general liability insurance policy shall name Hardin Grace as an additional insured thereunder. An umbrella or excess liability insurance policy may be used to satisfy the foregoing policy limits. All insurance to be maintained hereunder shall be issued by companies having a Best rating of A-/+ or higher and shall be issued on the current ISO form. Certificates of Insurance evidencing the foregoing coverages shall be delivered to Hardin Grace prior to any entry onto the Hardin Grace Sewer Easement Property by any of the PT Holdings Parties.

(k) “PT Holdings Parties” means the then owner of the PT Holdings Property who is exercising the sewer easement rights granted by the owner of the Hardin Grace Property to construct sanitary sewer lines within the Hardin Grace Sewer Easement Property and such owner’s respective agents, employees, contractors, heirs, personal representatives, successors and assigns.

2. **Rules of Construction.** For the purposes of this Agreement, except as otherwise expressly provided herein to the contrary or unless the context otherwise requires:

(a) The terms “include”, “including”, and similar terms shall be construed as if followed by the phrase “without being limited to”.

(b) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision or Exhibit.

(c) All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference.

3. **Grant of Sewer Easements.**

(a) At the Closing, Hardin Grace agrees to execute and deliver to the then owners of the PT Holdings Property and the Acton Property an easement agreement (the “Sewer Easement Agreement”) in form reasonably acceptable to Hardin Grace, PT Holdings and Acton granting to the PT Holdings Parties and the Acton Parties (i) an easement over, across, through, under and upon the Hardin Grace Sewer Easement Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time underground sanitary sewer lines which will benefit and serve the Acton Property and the PT Holdings Property and (ii) the right to connect to the existing Hardin Grace Sewer Line situated on the Hardin Grace Property.

(b) Contemporaneously with the execution of the Sewer Easement Agreement, the following amounts shall be paid to Hardin Grace in consideration of Hardin Grace entering into the Sewer Easement Agreement:

(i) The City shall pay to Hardin Grace the sum of Twenty Thousand and No/100 Dollars (\$20,000.00), in cash;

(ii) PT Holdings will pay to Hardin Grace the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00), in cash; and

(iii) The then owner of the Acton Property will pay to Hardin Grace the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00), in cash.

(c) The Sewer Easement Agreement shall provide for the following:

(i) PT Holdings will construct and install, at such owner's sole cost and expense (subject to the reimbursement provisions set forth in Paragraph 3(c)(iii) below) an underground sanitary sewer line (the "PT Holdings Sewer Line") under the Hardin Grace Sewer Easement Property to the approximate point within the PT Holdings Sewer Easement Property shown as "\_\_\_\_\_ " on Exhibit D hereto, which PT Holdings Sewer Line will be constructed in a good and workmanlike manner and in accordance with all applicable Governmental Requirements. PT Holdings agrees that all plans and specifications, as well as the construction schedule for the construction of the PT Holdings Sewer Line shall be submitted to the third party engineer of Hardin Grace for review prior to commencement of any construction activities on the Hardin Grace Sewer Easement Property (which plans shall also reflect the proposed temporary locations for employee parking for any employees of the Hardin Grace Property and the trash dumpster for the Hardin Grace Property during the construction of the PT Holdings Sewer Line). The contractor selected by PT Holdings to install the PT Holdings Sewer Line shall be an Alabama licensed general contractor who shall be bonded and insured. The PT Holdings Sewer Line will be sized to provide sanitary sewer services to the PT Holdings Property and all of the Acton Property. The PT Holdings Sewer Line will be completed on or before six (6) months from the Closing, subject to extensions thereof as a result of any matters of Force Majeure;

(ii) During the construction of the PT Holdings Sewer Line, the PT Holdings Parties will satisfy the PT Holdings Insurance Requirements;

(iii) Upon completion of construction of the PT Holdings Sewer Line (which completion shall be evidenced by the issuance of a certificate or letter of substantial completion by PT Holdings' engineer), Acton agrees to pay one-half (1/2) of the costs and expenses, including engineering fees, paid or incurred by PT Holdings in completing the PT Holdings Sewer Line, as such costs and expenses are certified by PT Holdings' engineer; provided, however, that Acton's share of such costs and expenses shall not exceed \$40,000.00. Such payment by Acton to PT Holdings shall be made no later than thirty (30) days following the giving of such notice by PT Holdings to Acton of such final costs;

(iv) The owner of the Acton Property will construct and install an underground sanitary sewer line (the "Acton Sewer Line") under the PT Holdings Sewer Easement Property to a location within the Acton Property, which Acton Sewer Line will be constructed in a good and workmanlike manner and in accordance with all applicable Governmental Requirements. The owner of the Acton Property agrees that all plans and specifications, as well as the construction schedule for the construction of the Acton Sewer Line shall be submitted to the third party engineer of PT Holdings for review prior to commencement of any construction activities on the PT Holdings Sewer Easement Property. The contractor selected by the owner of the Acton Property

to install the Acton Sewer Line shall be an Alabama licensed general contractor who shall be bonded and insured. The Acton Sewer Line will be completed on or before 90 days from commencement of construction of the Acton Sewer Line, subject to extensions thereof as a result of any matters of Force Majeure;

(v) During the construction of the Acton Sewer Line, the Acton Parties will satisfy the PT Holdings Insurance Requirements; and

(vi) Following completion of construction and installation of any sewer lines by either the PT Holdings Parties or the Acton Parties, the parties agree to execute and deliver to the County such documentation as may be reasonably required by the County to evidence the transfer of any such sanitary sewer lines which have been constructed and installed by any of the parties hereto, together with the transfer and assignment of the easement rights relating thereto.

(d) PT Holdings agrees that the following provisions shall be added to its construction contract with the contractor which will be constructing the PT Holdings Sewer Line on any portion of the Hardin Grace Sewer Easement Property, which provisions shall be substantially as follows:

(i) Any construction activities to be undertaken on any portion of the Hardin Grace Sewer Easement Property which results in the loss of use of any parking spaces or areas within the Hardin Grace Sewer Easement Property must be completed within 30 days following the commencement of any such construction activities;

(ii) If Hardin Grace or any tenants, employees, customers or invitees thereof are unable to utilize any of the parking spaces or areas within the Hardin Grace Sewer Easement Property for more than 30 days following the commencement of any such construction activities on the Hardin Grace Sewer Easement Property, then such contractor shall pay directly to Hardin Grace, as liquidated damages, the sum of \$\_\_\_\_\_ per day for each day beyond 30 days that any such parking spaces or areas on the Hardin Grace Sewer Easement Property cannot be utilized for parking by Hardin Grace or any tenants, employees, customers or invitees thereof;

(iii) Such contractor shall promptly repair and replace any improvements and landscaping on any of the Hardin Grace Property damaged or destroyed in connection with the construction of the PT Holdings Sewer Line; and

(iv) Force Majeure shall not be a basis for extending such contractor's obligations under Paragraphs 3(d)(i) and 3(d)(ii) above.



(e) The parties hereto acknowledge and agree that the City will **not** undertake to construct, install, operate, maintain, repair or replace any sanitary sewer lines within the Hardin Grace Property, the PT Holdings Property or the Acton Property.

4. **Grant of Road Easement and Construction of Manor Brook Improvements.**

(a) At the Closing, PT Holdings agrees to execute and deliver to the City an easement agreement (the "PT Holdings Road Easement Agreement") in form reasonably acceptable to the City and PT Holdings granting to the City, its agents, employees, contractors, successors and assigns an easement over, across, through, under and upon the PT Holdings Road Easement Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time thereon the Manor Brook Improvements and utility lines.

(b) The City will not require the removal of the existing Hardin Grace Encroachments from the Hardin Grace Road Easement Property; provided, however, that no further improvements of any kind shall be constructed, installed, placed, operated or maintained by Hardin Grace or any of its successors and assigns within any portion of the Hardin Grace Road Easement Property.

(c) Promptly following the Closing, the City agrees to commence and complete of the Manor Brook Improvements within the PT Holdings Road Easement Property and the Hardin Grace Road Easement Property.

(d) Following the completion of construction of the Manor Brook Improvements, the City will maintain the Manor Brook Improvements as if the same constituted part of a City right-of-way.

5. **Grant of Cross Access Easement and Parking Easement.**

(a) At the Closing, the then owners of the PT Holdings Property and the Acton Property agree to enter into a cross access and parking easement agreement (the "Cross Access Easement Agreement") pursuant to which Acton will grant to PT Holdings an access easement over and upon the Acton Access Easement Property, PT Holdings will grant to Acton an access easement over and upon the PT Holdings Access Easement Property and Acton will grant to PT Holdings an exclusive easement over and upon the Parking Easement Property for the construction and maintenance thereon of Parking Spaces for the benefit of the PT Holdings Property.

(b) The Cross Access Easement Agreement shall provide that, promptly following the Closing, PT Holdings will commence and complete construction of the Access Drive over and upon the Acton Access Easement Property and the PT Holdings Access Easement Property and the Parking Spaces within the Parking Easement Property in a good and workmanlike manner and in accordance with all applicable Governmental Requirements. Construction of the Access Drive and Parking Spaces will be completed by PT Holdings no later than 12 months following the Closing Date, subject to extensions thereof as a result of any matters of Force Majeure. The Cross Access Easement Agreement shall also provide that the then owner of the PT Holdings Property and the then owner of any portion of the Acton Property

served by the Access Drive shall at all times satisfy the PT Holdings Insurance Requirements and the Acton Insurance Requirements, respectively. The plans and specifications for the Access Drive and the Parking Spaces shall be prepared by PT Holdings and shall be submitted to Acton for review and approval, which approval shall not be unreasonably withheld or delayed.

(c) Following completion of construction of the Access Drive and the Parking Spaces, the then owner of the PT Holdings Property shall at all times maintain the same in good condition and repair at all times and in accordance with all applicable Governmental Requirements; provided, however, that at such time as any of the Acton Property begins utilizing the Access Drive for access to any of the Acton Property, then the then owner of the Acton Property utilizing the Access Drive shall pay its prorata share of the costs and expenses incurred by the then owner of the PT Holdings Property to maintain the Access Drive, which prorata share shall equal a fraction, the numerator of which shall be the total number of parking spaces within the Acton Property served by the Access Drive (as the same may be increased from time to time with subsequent development of the Acton Property) and the denominator of which shall be the sum of the Parking Spaces plus the total number of parking spaces within the Acton Property served by the Access Drive (as the same may be increased from time to time with future development of the Acton Property).

(d) PT Holdings and Acton, for themselves, their heirs, personal representatives and assigns, acknowledge and agree that at such time as a final certificate of occupancy is issued by the City for any building constructed on any portion of the Acton Property which utilizes the Access Drive for access to such building, then the Access Drive will become a one-way only drive heading in a westerly direction.

(e) PT Holdings and Acton, for themselves and their respective heirs, personal representatives, successors and assigns, acknowledge and agree that the City does **not** and will **not** have any obligation to construct, install, operation, maintain, repair or replace the Access Drive, the Parking Spaces or any other improvements of any nature situated on the PT Holdings Property or the Acton Property (other than the Manor Brook Improvements).

6. **Conditions.**

(a) The Closing of the transactions contemplated herein is expressly subject to and conditioned upon the satisfaction of all of the following conditions (collectively, the "Conditions") on or prior to the Closing Date:

(i) The Closing contemplated by this Agreement occurs simultaneously with the closing of the sale by Peters to PT Holdings of all of the PT Holdings Property (the "PT Holdings Land Sale Closing");

(ii) All of the Development Documents have been approved by all of the parties thereto;

(iii) This Agreement as well as any of the Development Documents to which the City may be a party shall have been approved by the City Council of the City; and

(iv) The Acton Access Easement Property and the Parking Easement Property situated on the Acton Property shall have been rezoned to a B.1.2 zoning classification under the City's zoning ordinance.

(b) If, for any reason, any of the Conditions have not been satisfied by the Closing Date, then this Agreement shall automatically terminate, be deemed null and void and none of the parties hereto shall have any further obligations or liabilities under this Agreement.

(c) All of the parties hereto agree to cooperate with each other and exercise good faith efforts to cause all of the Conditions to be satisfied on or prior to the Closing Date.

7. **Closing.**

(a) Subject to the satisfaction of the Conditions, the consummation of the transactions contemplated by this Agreement (the "Closing") shall occur on or before the earlier of either (i) the PT Holdings Land Sale Closing or (ii) \_\_\_\_\_, 2015 (the "Closing Date").

(b) At the Closing, each of the parties hereto shall execute the Development Documents to which any such party is a party.

(c) At the Closing, the consideration payable to Hardin Grace pursuant to the terms and provisions of Paragraph 3(b) above shall be paid to Hardin Grace.

(d) At the Closing, Acton and PT Holdings shall equally pay the costs and expenses of recording the Development Documents in the Office of the Judge of Probate of Jefferson County, Alabama.

8. **Covenants Running with the Land.** To the extent the Closing hereunder occurs, all of the terms, provisions, agreements, rights, powers, covenants and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. To the extent PT Holdings or Acton transfer(s) or conveys any portion of the PT Holdings Property or the Acton Property, respectively, to any third party ("Third Party"), then such Third Party shall be bound by all of the terms and provisions of this Agreement and PT Holdings or Acton, as applicable, shall no longer have any further obligations hereunder with respect to any portion of the PT Holdings Property or the Acton Property, respectively, transferred to any such Third Party.

9. **Miscellaneous Provisions.**

(a) Notices. All notices required or permitted hereunder shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to the City: City of Vestavia Hills, Alabama  
513 Montgomery Highway  
Vestavia Hills AL 35216  
Attention: Mr. Butch Zaragoza, Mayor  
Facsimile: (205) 978-0189  
Email: [butchzaragoza@ci.vestaviiahills.al.us](mailto:butchzaragoza@ci.vestaviiahills.al.us)

and City of Vestavia Hills, Alabama  
513 Montgomery Highway  
Vestavia Hills AL 35216  
Attention: Mr. Jeff Downes, City Manager  
Facsimile: (205) 978-0189  
Email: [jdownes@vahal.org](mailto:jdownes@vahal.org)

With copies to: Stephen R. Monk  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
Facsimile: (205) 488-6429  
Email: [smonk@babbc.com](mailto:smonk@babbc.com)

Patrick H. Boone  
215 Richard Arrington Jr., Blvd. N., Suite 705  
Birmingham, Alabama 35203  
Facsimile: (205) 324-2295  
Email: [patrickboone@bellsouth.net](mailto:patrickboone@bellsouth.net)

If to Hardin Grace: Hardin Grace Investments, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

If to PT Holdings: PT Holdings, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: (205) \_\_\_\_\_  
Email: \_\_\_\_\_

If to Acton:

G. Fred Acton  
James Acton  
Anne A. Reardon

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: (205) \_\_\_\_\_  
Email: \_\_\_\_\_

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above, (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice, or (v) sent by electronic mail (email) to the email address set forth above, in which case notice shall be deemed given upon confirmation of transmission of such email notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

(b) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(c) Modification. Neither this Agreement nor any provision hereof may be waived, modified or amended, except by a written instrument signed by all of the parties hereto.

(d) Captions. The captions or headings used herein are included for convenience and general reference only and shall not be construed to describe, define or limit the scope, intent or construction of this Agreement.

(e) Exhibits. Each exhibit which is referred and attached to this Agreement is incorporated herein as if set out fully in the body hereof.

(f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(g) Time. Time is of the essence in the performance of all obligations of each party to this Agreement.

(h) Brokerage Commissions. The parties hereto represent and warrant to each other that they have not dealt with any broker or sales agent in connection with the transactions contemplated by this Agreement. Each of Hardin Grace, PT Holdings and Acton do hereby indemnify, defend and hold the other parties to this Agreement harmless from and against any and all claims, suits, liabilities, judgments and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by any of the other parties to this Agreement as a result of any claim or claims for brokerage commissions, finder's fees or other compensation asserted by any person, firm or corporation in connection with the execution of this Agreement and the consummation of the transactions contemplated by this Agreement.

(i) Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements or understandings between the parties with respect to the Property and the matters set forth in this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(j) Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement 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.

(k) Survival. All of the terms and provisions of this Agreement shall survive the Closing.

(l) Rules of Construction. The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provision of this Agreement in favor or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by both parties hereto. In the event of any conflict or ambiguity between the terms and provisions of this Agreement and any of the Development Documents, the terms and provisions of the Development Documents shall at all times control.

(m) No Partnership and No Third Party Beneficiaries. Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or any association between or among any of the parties hereto. Except for any successors and assigns of the parties hereto, this Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

(n) Liability of the City. Notwithstanding anything provided herein to the contrary, Owner acknowledges and agrees that the obligations of the City set forth herein are limited by the limitations imposed on public bodies, municipalities and public corporations by the Constitution of the State of Alabama and laws affecting the use and maintenance of public property.

(o) No Waiver. No consent or waiver, express or implied, by any party hereto or to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any party or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a

waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

(p) Counterparts and Facsimile/Portable Document Format Execution. This Agreement may be executed and delivered, by facsimile and portable document format and/or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding Agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

*[The remainder of this page has been left intentionally blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY:**

**CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARDIN GRACE:**

**HARDIN GRACE INVESTMENTS, LLC**, an Alabama limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PT HOLDINGS:**

**PHILLIPS AND TODD HOLDINGS, LLC**, an Alabama limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ACTON:**

---

G. Fred Acton

---

James Acton

---

Anne A. Reardon

**EXHIBIT A**

**Legal Description of Hardin Grace Property**

**EXHIBIT B**

**Legal Description of PT Holdings Property**

**EXHIBIT C**

**Legal Description of Acton Property**

**EXHIBIT D**

**Locations of Termination Points for Hardin Grace Sewer Line and Proposed PT Holdings  
Sewer Line**

**EXHIBIT E**

**Legal Description of Hardin Grace Sewer Easement Property**

**EXHIBIT F**

**Legal Description of PT Holdings Sewer Easement Property**

**EXHIBIT G**

**Drawing Reflecting Locations of Hardin Grace Road Easement Property, PT Holdings  
Road Easement Property, Hardin Grace Encroachments and Extent of Manor Brook  
Improvements**



**EXHIBIT H**

**Drawing Reflection Locations of Acton Access Easement Property, PT Holdings Access  
Easement Property and Parking Easement Property**

**ORDINANCE NUMBER 2573**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-4 TO VESTAVIA HILLS 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 Vestavia Hills R-4 (residential) Vestavia Hills R-9 (planned residential district):

3786 & 3790 Poe Drive  
Lots 5A & 5B Overton Investments Res. Of New Merkle (MB 239/PG 94), and  
Lots 6 & 7, Block 3, Glass 3<sup>rd</sup> Add to New Merkle (MB 29/PG 35  
David Horton and Overton Investments, LLC, owner(s)

**BE IT FURTHER ORDAINED** that said rezoning be subject to the following conditions: (1) Construction of four (4) single-family detached residences similar to the development plan marked Exhibit A, a copy of which is attached to and incorporated into this Ordinance Number 2573 as though written fully therein.

**APPROVED and ADOPTED** this the 27<sup>th</sup> day of July 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

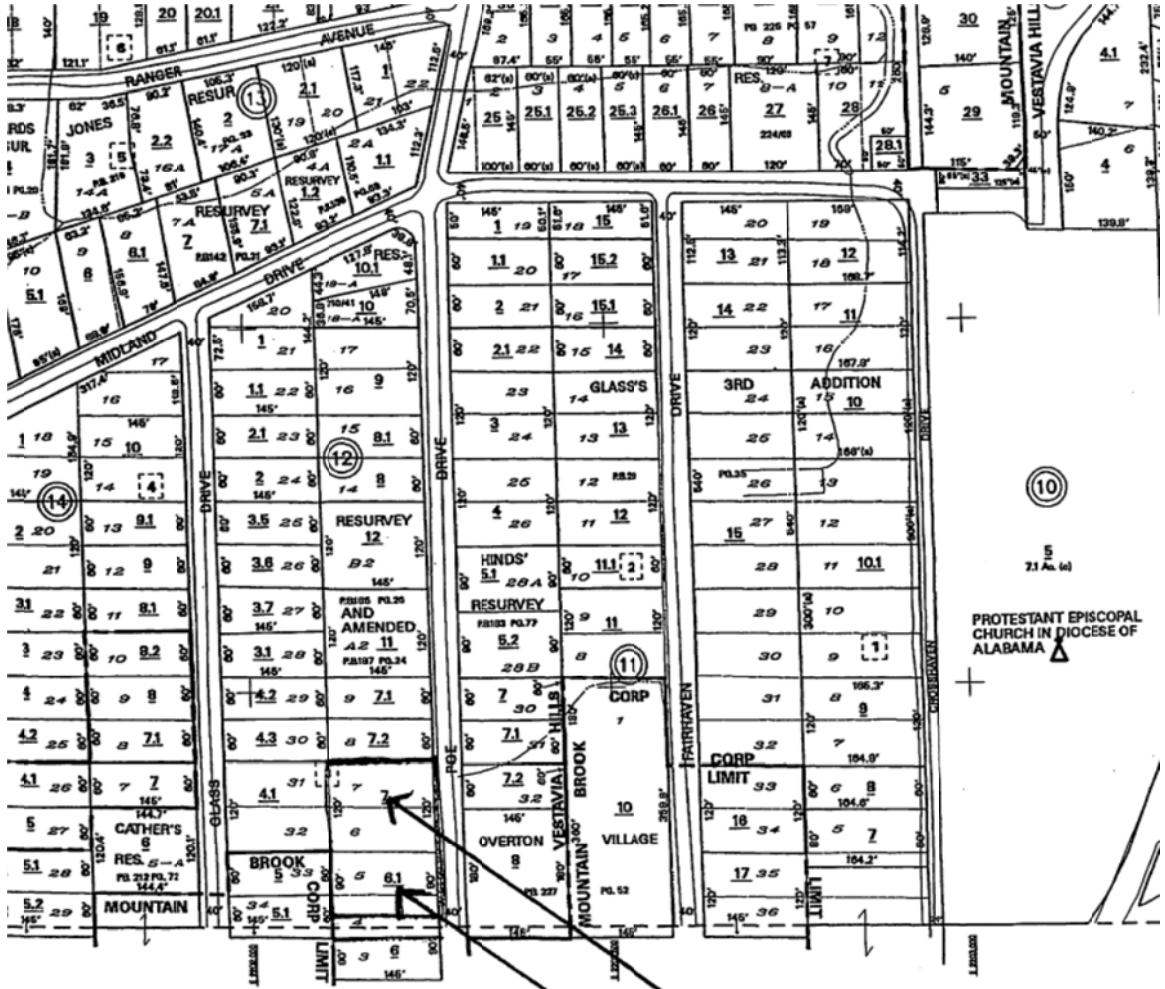
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2573 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 27<sup>th</sup> day of July 2015 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk



FOR TAX PURPOSES ONLY - NOT TO BE USED FOR CONVEYANCE

subject properties

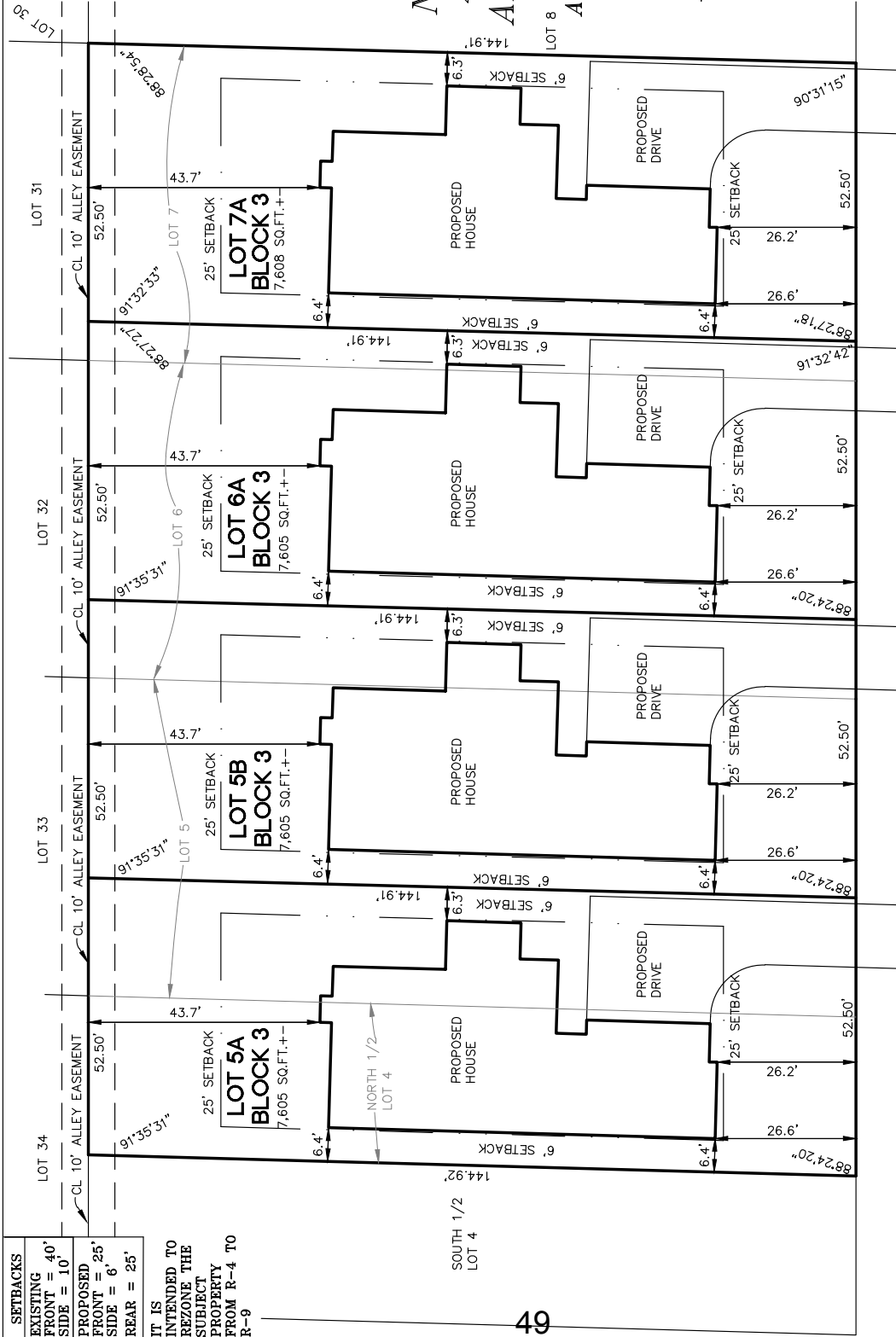
**PLOT PLAN  
NORTH HALF LOT  
4, LOT 5, LOT 6  
AND LOT 7 BLOCK**

**3**

**AS RECORDED IN M.B. 29,  
PG. 35**

**SCALE: 1" = 20'  
DATE: MAY 7, 2015  
MAP OF GLASS' 3RD  
ADDITION TO NEW  
MERKLE**

120 BISHOP CIRCLE, SUITE 300  
PELHAM, AL 35124  
TEL - (205) 403-9158  
FAX - (205) 403-9175



**POE DRIVE  
40' ROW**

<b>SETBACKS</b>
EXISTING FRONT = 40'
EXISTING SIDE = 10'
PROPOSED FRONT = 25'
PROPOSED SIDE = 6'
PROPOSED REAR = 25'

IT IS INTENDED TO REZONE THE SUBJECT PROPERTY FROM R-4 TO R-9

**PREPARED FOR:  
KESSLER**

**FOR INFORMATION ONLY**  
THIS IS NOT A SURVEY AND IS FOR INFORMATION PURPOSES ONLY. RESURVEY MAY BE REQUIRED.

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

Date: May 4, 2015

- **CASE:** P-0515-24
- **REQUESTED ACTION:** Request of Rezoning of property from Vestavia Hills R-4 (single-family residential) to VH R-9 (planned single-family residential district) for construction of two single-family homes
- **ADDRESS/LOCATION:** 3786 & 3790 Poe Drive, N ½ of Lot 4, Lots 5, 6 & 7, Glass' 3<sup>rd</sup> Addition to New Merkle
- **APPLICANT/OWNER:** David Horton and Overton Investments LLC
- **REPRESENTING AGENT:** Jason Kessler, KADCO, Hoover AL
- **GENERAL DISCUSSION:** Property is located on Poe Drive and currently has one single-family home constructed on 3 1/2 lots of record. Request is to build four homes with setbacks of 6' on side and 25' on front with requested R-9 zoning in lieu of the required 10' sides and 40' front of typical R-4 zoning. A proposed site plan is included depicting said setbacks and lot widths.
- **CAHABA HEIGHTS COMMUNITY PLAN:** This property is located in Figure 19 of the Comprehensive Master Plan in an area designated as Neighborhood. It is also located in an area noted as "medium density residential" in the Cahaba Heights Community Plan. This request is not consistent with the comprehensive plan and the City's Comprehensive Master Plan, but is compliant with the area development of more dense residential housing.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning. Several new properties have built to the same setbacks citing various "hardships". This property has no unnecessary hardship and was referred instead to seek zoning change rather than variance for building.

**City Planner Recommendation:** No Recommendation.

2. **City Engineer Review:** I have reviewed the application and request that the applicant provide grading and drainage plans to City Engineer for review and approval prior to permitting for construction.
3. **City Fire Marshal Review:** I have reviewed the application and found no problems as proposed.
4. **Building Safety Review:** I have reviewed the application and found no problems with development as proposed.

**MOTION** Mr. Gilchrist made a motion to recommend approval of Rezoning of 3786 & 3790 Poe Drive from from Vestavia Hills R-4 (single-family residential) to VH R-9 (planned single-family residential district) for construction of four single-family homes. Second was by Mr. Goodwin. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Gilchrist – yes	Mr. Sharp – yes
Mr. Wolfe – yes	Mr. House – yes
Mr. Larson – yes	Motion carried.



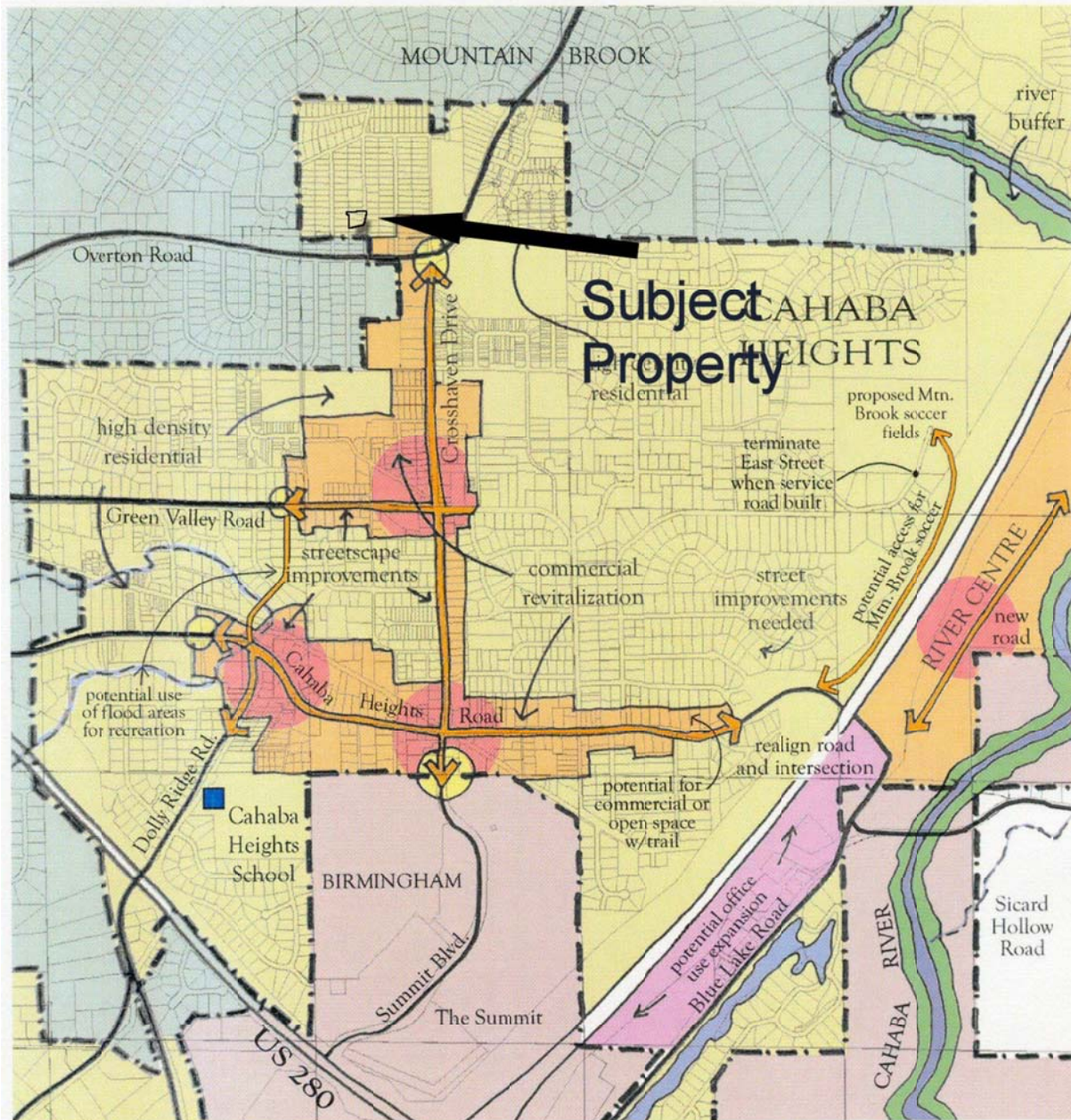
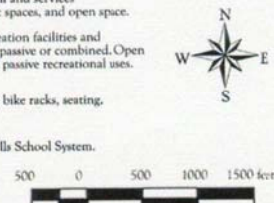






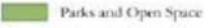
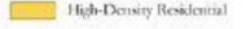
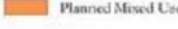


Figure 19: Cahaba Heights  
Land Use Analysis

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #fff9c4; border: 1px solid black; margin-right: 5px;"></span> Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #ffe0b2; border: 1px solid black; margin-right: 5px;"></span> Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #ffb74d; border: 1px solid black; margin-right: 5px;"></span> Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or periphery. Other uses may include institutions and public space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #e91e63; border: 1px solid black; margin-right: 5px;"></span> Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #c8e6c9; border: 1px solid black; margin-right: 5px;"></span> Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #c8e6c9; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #2196f3; border: 1px solid black; margin-right: 5px;"></span> Schools - School facilities administered by the Vestavia Hills School System.</li> </ul> |
|--|---|





### Future Land Use

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

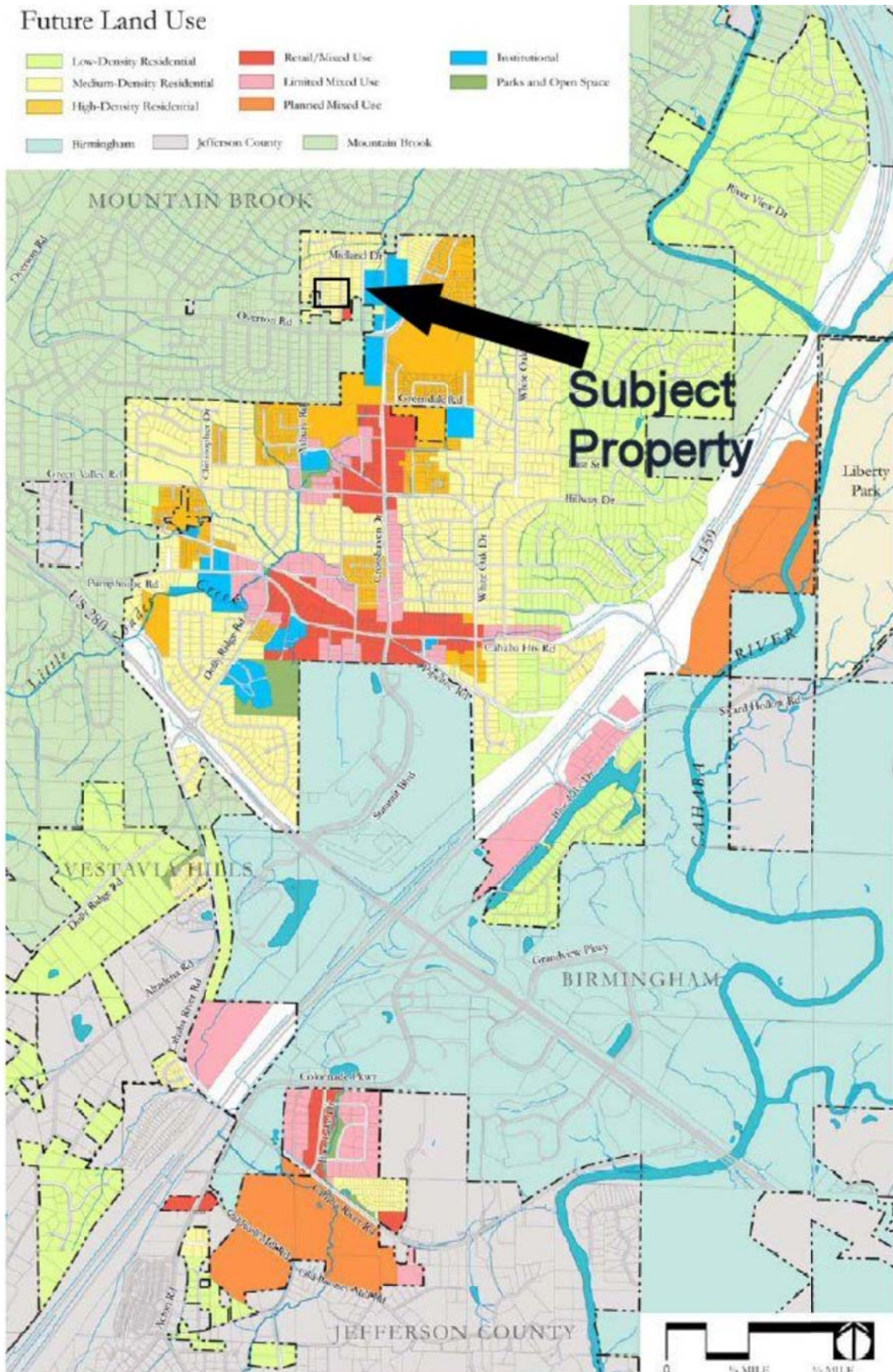


Figure 4: Future Land Use Map

**ORDINANCE NUMBER 2574**

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

**WHEREAS**, on the 13th day of April, 2015, 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:

3400 Kettering Lane  
Lot 16 Ridgedell Park  
Natan and Lindsey Shar, 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, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

**ADOPTING and APPROVED** this the 27th day of July, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

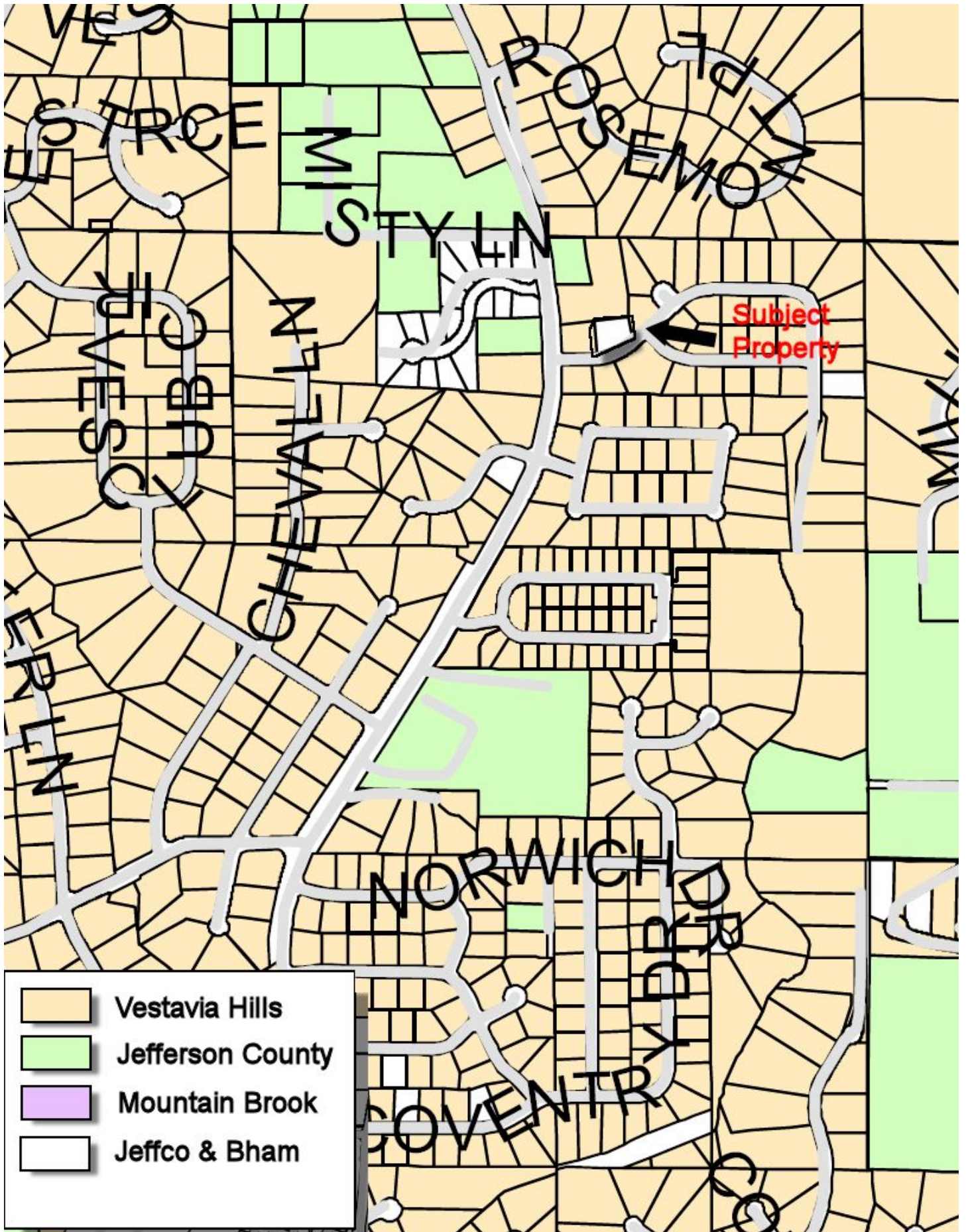
**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2574 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 27th day of July, 2015, 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 Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk





**Annexation Committee Petition Review**

Property: 3405 Sagewood Trail

Owners: April and Donald Winningham III

Date: February 12, 2015

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 \_\_\_\_\_  
\_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \_\_\_\_\_. 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 \_\_\_\_\_ Number in city \_\_\_\_\_
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: 3405 Sagewood Trail


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$\_\_\_\_\_ 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: \_\_\_\_\_

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes  No \_\_\_\_\_ Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman



**PARCEL #:** 28 00 29 1 001 003.000 [ 111-C+ ] Baths: 2.0 H/C Sqft: 1,930  
**OWNER:** MEEHAN J TIMOTHY & CHRISTINE S 18-011.0 Bed Rooms: 4 Land Sch: L1  
**ADDRESS:** 3405 SAGEWOOD TRL VESTAVIA AL 35243-2047 Land: 147,000 Imp: 136,000 Total: 283,000  
**LOCATION:** 3405 SAGEWOOD TRL VESTAVIA HILLS AL 35243 Acres: 0.000 Sales Info: 06/01/2004 \$262,500

<< Prev Next >> [ 1 / 0 Records ] Processing...

Tax Year : 2013

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE:  
 EXEMPT CODE: 2-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

**VALUE**

LAND VALUE 10% \$147,010  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 BLDG 001 111 \$136,000

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$283,000.00  
 BDE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$283,000]: \$283,010  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

*donnie.winningham@gmail.com*

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$28,300	\$183.95	\$4,000	\$26.00	\$157.95
COUNTY	3	2	\$28,300	\$382.05	\$2,000	\$27.00	\$355.05
SCHOOL	3	2	\$28,300	\$232.06	\$0	\$0.00	\$232.06
DIST SCHOOL	3	2	\$28,300	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$28,300	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$28,300	\$144.33	\$0	\$0.00	\$144.33
SPC SCHOOL2	3	2	\$28,300	\$475.44	\$0	\$0.00	\$475.44

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$28,300.00

\$1,417.83

GRAND TOTAL: \$1,369.83

**DEEDS**

**INSTRUMENT NUMBER**

201461-17975  
 200408-2153

**DATE**

5/15/2014  
 06/09/2004

**PAYMENT INFO**

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/2/2014	2014	CORELOGIC INC	\$1,369.83
1/11/2014	2013	TIM MEEHAN CHRISTINE S MEEHAN	\$1,369.83
2/22/2013	2012	TIMOTHY MEEHAN	\$1,398.72
20111221	2011	***	\$1,426.45
20101201	2010	***	\$1,426.45
20091207	2009	***	\$1,426.45
20081120	2008	***	\$1,446.98

*March Council*

*Vol Cont -1,415.00  
 Vol Cont - 697.59  
 Total \$ 2,112.59*

EXHIBIT "C"

**CITY OF VESTAVIA HILLS**  
*Department Review of Proposed Annexation*  
*(To Be completed by City Staff)*

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The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 3405 Sagewood Trail

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**Engineering:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: 2015 Annexation Review – Engineering/Public Services \_\_\_\_\_  
Review comments, 1/29/15, CBrady \_\_\_\_\_  
\_\_\_\_\_

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**Public Services:**

**3405 Sagewood Lane** – no concerns noted; the City already provides maintenance services to this street and is in good condition.

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**Police Department:** Date: 1-12-15 Initials: [Signature]

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Fire Department:** Date: 1/28/15 Initials: [Signature]

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ORDINANCE NUMBER 2575**

**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 R-1 TO VESTAVIA HILLS R-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 R-1 (residential) Vestavia Hills R-2 (residential district):

3400 Kettering Lane  
Lot 16, Ridgedell Park  
Natan Shar, Owner

**APPROVED and ADOPTED** this the 27<sup>th</sup> day of July 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

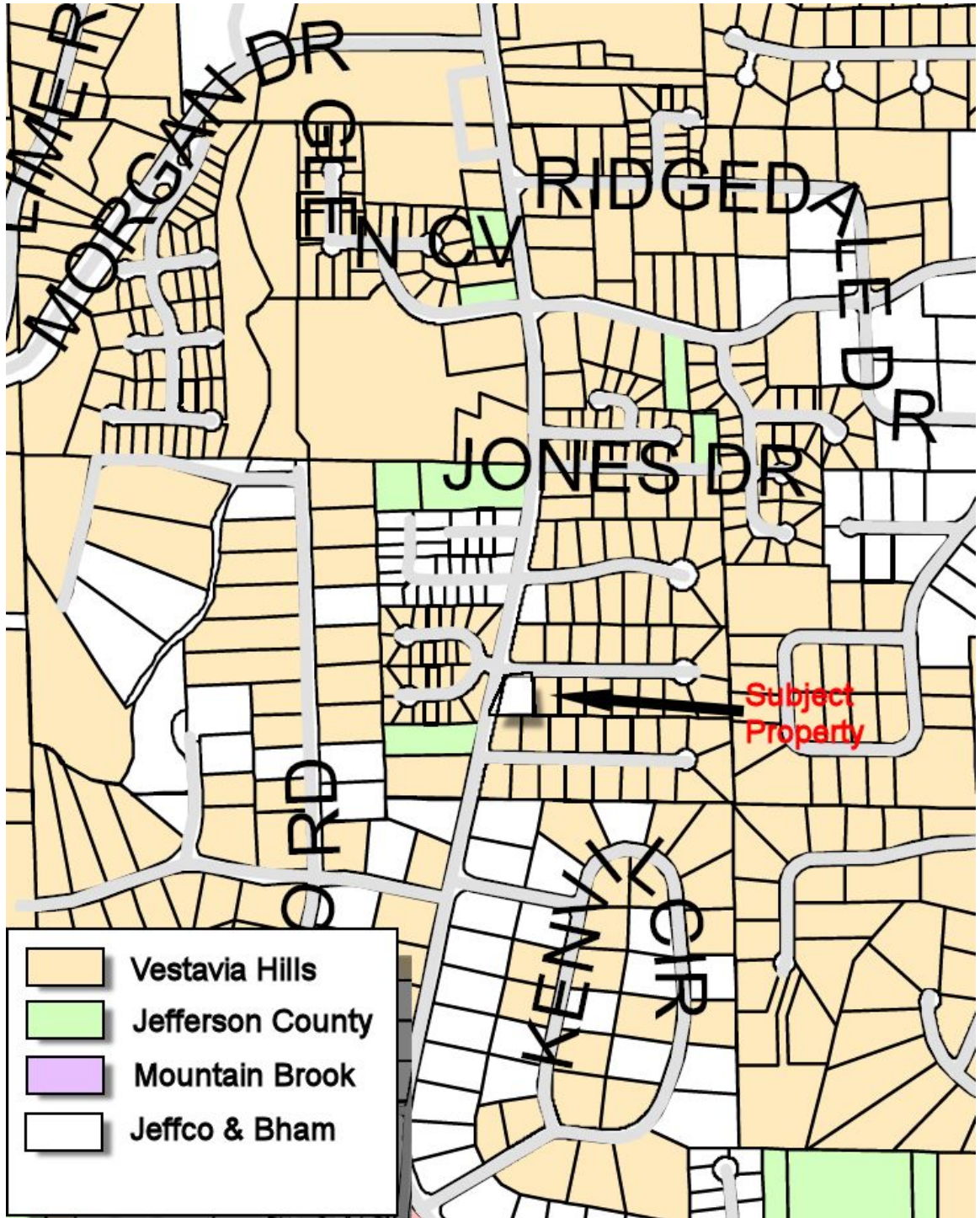
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2575 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 27<sup>th</sup> day of July 2015 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk



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

Date: JUNE 11, 2015

- **CASE:** P-0615-33
- **REQUESTED ACTION:** Rezoning from Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 3400 Kettering Ln.
- **APPLICANT/OWNER:** Nathan Shae. 3400 Kettering Ln. Birmingham, AL 35243
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 4/13/15 with the passage of Resolution 2559. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

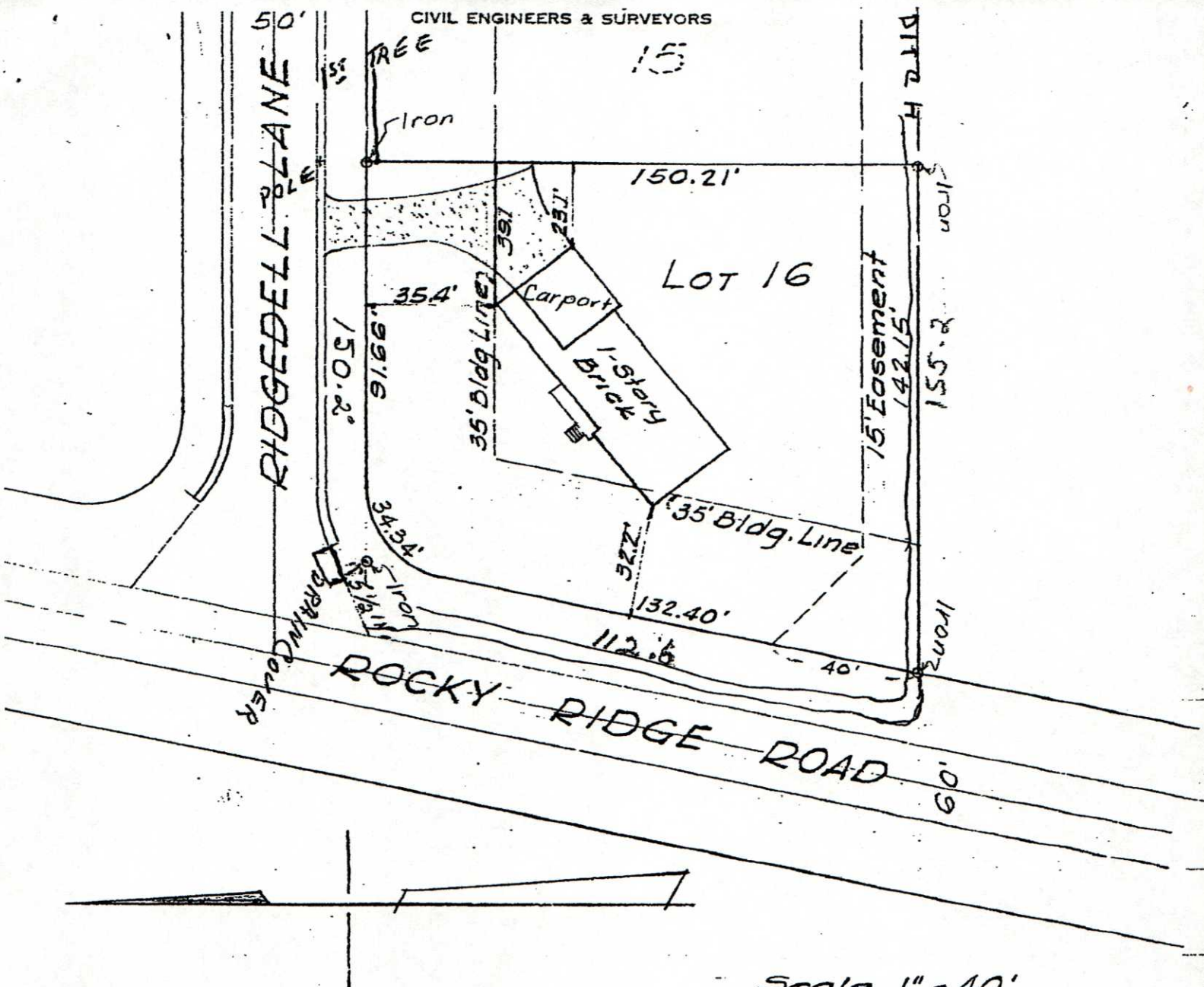
**City Planner Recommendation:** No recommendation

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

**MOTION** Mr. Gilchrist made a motion to recommend approval of Rezoning of 3400 Kettering Ln. from Rezoning from Jefferson County R-1 to Vestavia Hills R-2 For The Purpose Of Annexation. Second was by Mr. Goodwin. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Gilchrist – yes	Mr. Sharp – yes
Mr. Wolfe – yes	Mr. House – yes
Mr. Larson – yes	Motion carried.





Scale 1" = 40'

This is to certify that I have consulted the U. S. Department of the Interior Geological Survey Map No. 161-C and found that this property is not located in a special flood prone area.

STATE OF ALABAMA,  
JEFFERSON COUNTY

I, Melvin R. Reynolds, a Registered Surveyor, do hereby

certify that this is a true and correct plat or map of Lot 16, Block \_\_\_\_\_ of RIDGEDELL PARK, as recorded in Map

Book 73, Page 96 in the office of the Judge of Probate in Jefferson County, Alabama. The buildings on said premises are within the lines of same, and there are no visible encroachments of buildings, rights of way, easements or joint driveways over or across said land except as shown; there are no visible encroachments by electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown.

According to my survey this the 27<sup>th</sup> day of June, 1977

Purchaser: Billingsley  
3400 Kattering Lane

65

Melvin R. Reynolds

Reg. No. 2087

178/68

**ORDINANCE NUMBER 2576**

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

**WHEREAS**, on the 13th day of April, 2015, 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:

3405 Sagewood Lane  
Lot 23-A, Resurvey of Lots 21, 22 & 23, Sagewood  
April and Donald Winningham, 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, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

**ADOPTING and APPROVED** this the 27th day of July, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

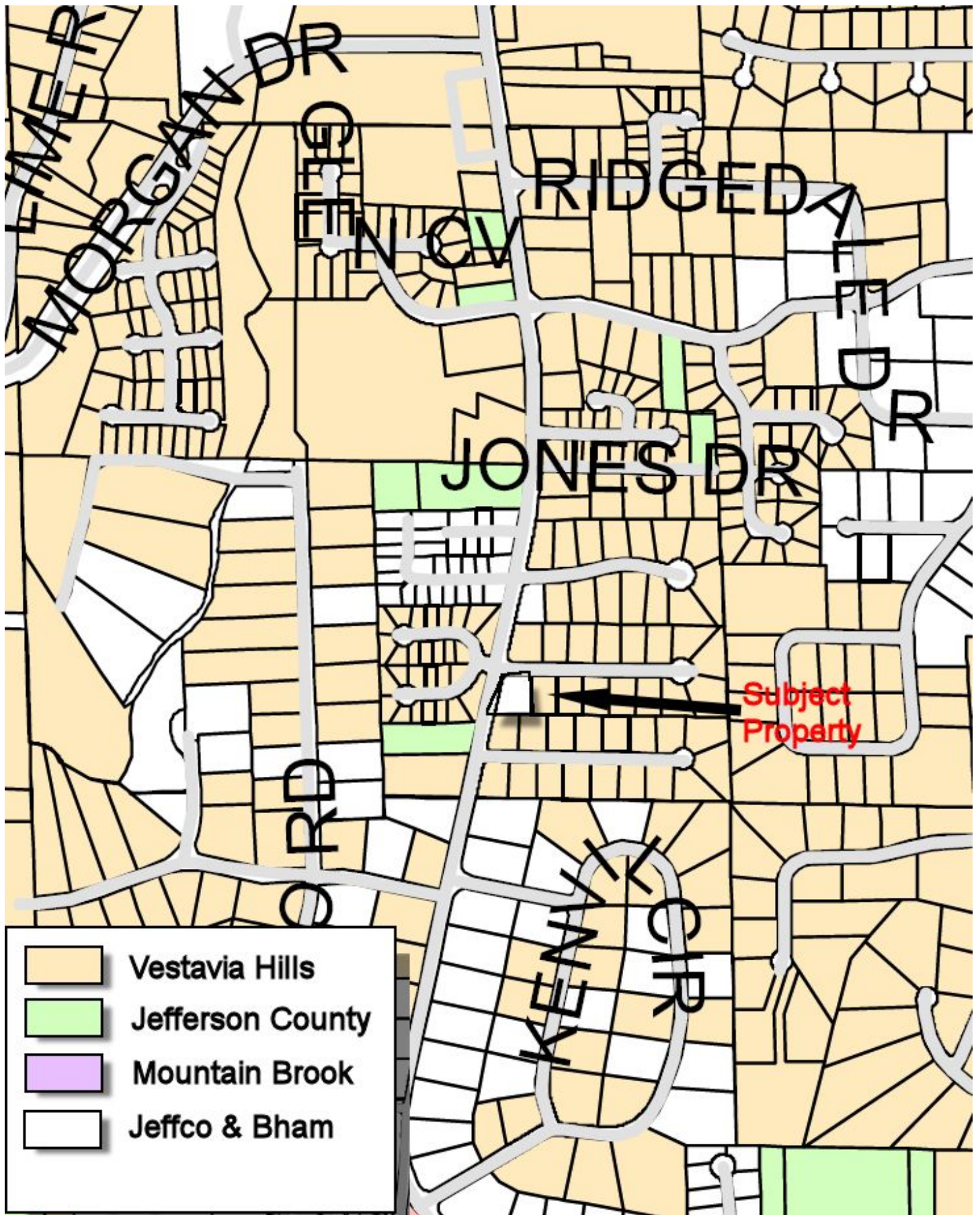
**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2576 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 27th day of July, 2015, 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 Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk







Annexation Committee Petition Review

Property: 3400 Kettering Lane

Owners: Natan and Lindsey Shar

Date: February 12, 2015

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 \_\_\_\_\_  
\_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \_\_\_\_\_. 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 ~~16~~ 15 Number in city ~~15~~ 15
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: 3400 Kettering Lane

8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ 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: \_\_\_\_\_

11. Information on children. Number in family 3 ~~1~~; Plan to enroll in VH schools Yes  No \_\_\_\_\_ Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman

**PARCEL #:** 28 00 32 3 005 037.000  
**OWNER:** SHAR NATAN A & LINDSEY S W  
**ADDRESS:** 3400 KETTERING LN VESTAVIA AL 35243-2806  
**LOCATION:** 3400 KETTERING LN BHAM AL 35243

[ 111-C0 ] Baths: 2.0 H/C Sqft: 1,175  
 18-034.0 Bed Rooms: 3 Land Sch: L1  
 Land: 72,800 Imp: 87,900 Total: 160,700  
 Acres: 0.000 Sales Info: 01/01/2005  
 \$143,500

<< Prev Next >> [ 1 / 0 Records ] Processing...

Tax Year : 2013

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE:  
 EXEMPT CODE: 2-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

**VALUE**

LAND VALUE 10% \$72,840  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 BLDG 001 111 \$87,900

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$160,700.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$160,700]: \$160,740  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$16,080	\$104.52	\$4,000	\$26.00	\$78.52
COUNTY	3	2	\$16,080	\$217.08	\$2,000	\$27.00	\$190.08
SCHOOL	3	2	\$16,080	\$131.86	\$0	\$0.00	\$131.86
DIST SCHOOL	3	2	\$16,080	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$16,080	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$16,080	\$82.01	\$0	\$0.00	\$82.01
SPC SCHOOL2	3	2	\$16,080	\$270.14	\$0	\$0.00	\$270.14

TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$16,080.00**

**\$805.61**

**GRAND TOTAL: \$757.61**

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">200503-418</a>	01/28/2005	12/8/2014	2014	WELLS FARGO HOME MORTGAGE	\$757.61
<a href="#">956-163</a>	05/29/1973	12/11/2013	2013	WELLS FARGO	\$757.61
		12/20/2012	2012	WELLS FARGO	\$757.12
		20111230	2011	***	\$765.13
		20101210	2010	***	\$807.71
		20091207	2009	***	\$807.71
		20081120	2008	***	\$820.24

EXHIBIT "C"

**CITY OF VESTAVIA HILLS**  
*Department Review of Proposed Annexation*  
*(To Be completed by City Staff)*

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The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 3400 Kettering Lane

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**Engineering:**

2015 Annexation Review – Engineering/Public Services

Comments: Review comments, 1/29/15, CBrady

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**3400 Kettering Lane** – no significant concerns noted; Kettering Lane is in fair condition and the City already provides maintenance services to this street; Rocky Ridge Road is anticipated to be re-inherited by Jefferson County for “through road” maintenance.

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**Police Department:**

Date: 1-12-15 Initials: [Signature]

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Fire Department:**

Date: 1/28/15 Initials: [Signature]

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ORDINANCE NUMBER 2577**

**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 R-1 TO VESTAVIA HILLS R-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 R-1 (residential) Vestavia Hills R-2 (residential district):

3405 Sagewood Trail,  
Lot 23A, Resurvey of Lots 21, 22 & 23, Sagewood  
Donald and April Winningham, Owners

**APPROVED and ADOPTED** this the 27<sup>th</sup> day of July 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

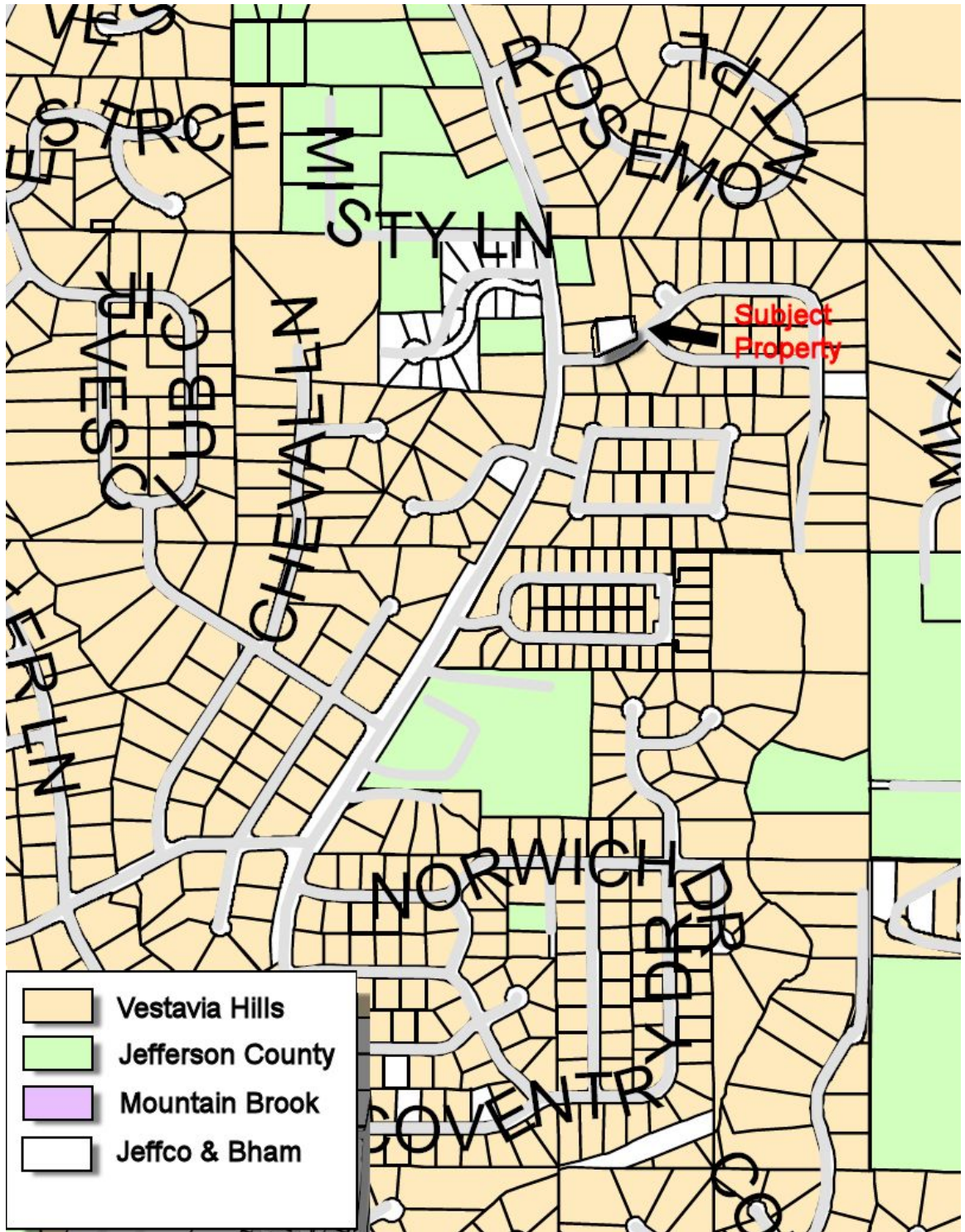
**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2577 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 27<sup>th</sup> day of July 2015 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk





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

Date: JUNE 11, 2015

- **CASE:** P-0615-30
- **REQUESTED ACTION:** Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 3405 Sagewood Trail
- **APPLICANT/OWNER:** Donald F. Winningham III & April S. Winningham. 3405 Sagewood Trail Birmingham, AL 35243
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 4/13/15 with the passage of Resolution 2650. Applicant is requesting the compatible rezoning as part of the annexation process.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for medium density residential.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  

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



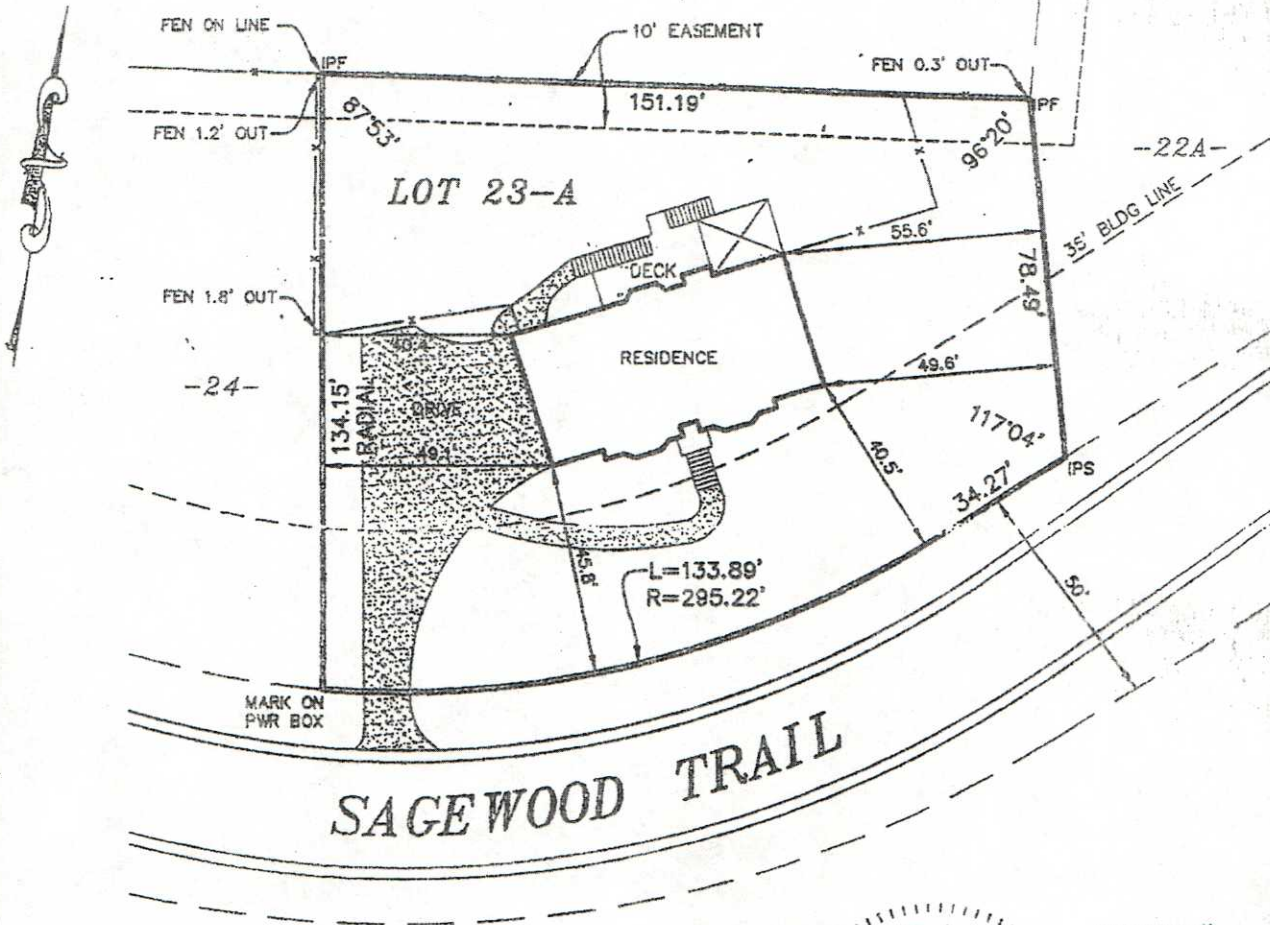
**MOTION** Mr. Burrell made a motion to recommend approval of Rezoning of 3405 Sagewood Trail from Jefferson County R-1 to Vestavia Hills R-2 For The Purpose Of Annexation. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes  
Mr. Gilchrist – yes  
Mr. Wolfe – yes  
Mr. Larson – yes

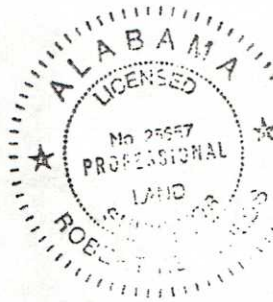
Mr. Burrell – yes  
Mr. Sharp – yes  
Mr. House – yes  
Motion carried.

REYNOLDS SURVEYING CO., INC.  
 Surveying - Land Planning

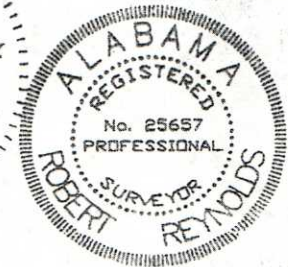
Exhibit - Resolution No. 4693



- LEGEND
- UTILITY POLE
  - GUY WIRE
  - RETAINING WALL
  - CONCRETE
  - X- FENCE
  - O- OVERHEAD ELECTRICAL
  - IPF IRON PIN FOUND
  - IPS IRON PIN SET



SCALE: 1" = 40'



STATE OF ALABAMA  
 JEFFERSON COUNTY

"CLOSING SURVEY"

I, Robert Reynolds, a Registered Surveyor, do here by state that this is a true and correct plat or map of Lot 23-A, Block     , of RESURVEY OF LOTS 21, 22, & 23, SAGEWOOD, as recorded in Map Book 97, Page 35 in the Office of the Judge Of Probate in JEFFERSON County, Alabama. All parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice of Surveying in the State of Alabama to the best of my knowledge, information and belief. The improvements on said premises are as shown. There are no visible encroachments on over or across said lands except as shown. According to my survey this the 10TH day of MAY, 2014.

NOTE: This survey is not transferable to any additional institutions or subsequent owners.

Purchaser: WINNINGHAM  
 Address: 3405 SAGEWOOD TRAIL

*Robert Reynolds*

Reg. No. 25657  
 A-798/57

**RESOLUTION NUMBER 4737**

**A RESOLUTION APPROVING ALCOHOL LICENSE  
FOR CAFE IZ LLC D/B/A IZ CAFE; MARY BRUNO  
REED AND STEWART MICHAEL REED,  
EXECUTIVES**

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Cafe Iz LLC d/b/a Iz Cafe, located at 2514 Rocky Ridge Road, Vestavia Hills, Alabama, for the sale of 040-Retail Beer (On-or Off-Premise) and 060-Retail Table Wine (On- or Off- Premise); Mary Bruno Reed and Stewart Michael Reed, executives.

**APPROVED and ADOPTED** this the 27th day of July, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

# INTEROFFICE MEMORANDUM

**DATE:** September 15, 2014

**TO:** Dan Rary, Acting Police Chief

**FROM:** Rebecca Leavings, City Clerk

**RE:** Alcohol License Request – 040 Retail Beer (on or off premise) and 060 Retail Table Wine (on or off premise)

Please find attached information submitted by Mary Bruno Reed and Stewart Michael Reed who request an alcohol license to sell 040 Retail Beer (on or off premise) and 060 Retail Table Wine (on or off premise) at the Cafe Iz LLC d/b/a Iz Cafe, 2514 Rocky Ridge Road, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 27th day of July, 2015 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

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## Reply

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

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

Reviewed: 





# STATE OF ALABAMA

## ALCOHOLIC BEVERAGE CONTROL BOARD

### ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150709103747762

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

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

Trade Name: IZ CAFE Filing Fee: \$100.00

Applicant: CAFE IZ LLC Transfer Fee:

Location Address: 2514 ROCKY RIDGE RD VESTAVIA HILLS, AL 35243

Mailing Address: 3325 ROCKY RIDGE PLAZA; SUITE 100 VESTAVIA HILLS, AL 35243

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: BOOK 221 PG 827

Date Incorporated: 03/08/2000 State incorporated: AL County Incorporated: MONTGOMERY

Date of Authority: 03/08/2000 Alabama State Sales Tax ID: SLS 3700 59391

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

Name:	Title:	Date and Place of Birth:	Residence Address:
MARY BRUNO REED 3264240 - AL	MEMBER/OWNER	03/11/1955 BIRMINGHAM, AL	1372 WILLOUGHBY RD BIRMINGHAM, AL 35216
STEWART MICHAEL REED 3269106 - AL	MEMBER	06/09/1954 MARIETTA, GA	1372 WILLOUGHBY RD BIRMINGHAM, AL 35216

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

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

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

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

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

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

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

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

Contact Person: MARY REED

Home Phone: 205-979-8456

Business Phone: 205-979-7522

Cell Phone: 205-533-1456

Fax:

E-mail: KAY@EVERYTHINGIZ.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

81 License 2:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20150709103747762**

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**  
 Name of Property owner/lessor and phone number: **SOUTHMONT DEVELOPMENT COMPANY 205-822-7513**  
 What is lessors primary business? **PROPERTY LEASING & MANAGEMENT**  
 Is lessor involved in any way with the alcoholic beverage business? **NO**  
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**  
 Building Dimensions Square Footage: **1800** Display Square Footage:  
 Building seating capacity: **45** Does Licensed premises include a patio area? **YES**  
 License Structure: **SHOPPING CENTER** License covers: **PORTION OF**  
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

<b>Name:</b>	<b>Violation &amp; Date:</b>	<b>Arresting Agency:</b>	<b>Disposition:</b>





# STATE OF ALABAMA

## ALCOHOLIC BEVERAGE CONTROL BOARD

### ALCOHOL LICENSE APPLICATION



**Confirmation Number: 20150709103747762**

**Initial each**

**Signature page**

*msl*

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

*msl*

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

*msl*

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

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

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

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

*msl*

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

*msl*

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

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

*msl*

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

Applicant Name (print): *MARY BREED*

Signature of Applicant: *Mary B Reed*

Notary Name (print): *Valencia Johnson*

Notary Signature: *Valencia Johnson*

Commission expires: *4/22/18*

**Application Taken:**

**App. Inv. Completed:**

**Forwarded to District Office:**

**Submitted to Local Government:**

**Received from Local Government:**

**Received in District Office:**

**Reviewed by Supervisor:**

**Forwarded to Central Office:**

**RESOLUTION NUMBER 4738**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROVIDE AN ADDITIONAL AIR UNIT FOR THE SERVER ROOM AND TO REPAIR AN AIR UNIT COIL AT THE VESTAVIA HILLS LIBRARY IN THE FOREST**

**WHEREAS**, the Vestavia Hills Library in the Forest has experienced multiple HVAC problems since opening in 2010; and

**WHEREAS**, on July 22, 2015 in a letter to the City Manager, the Library Director summarized the HVAC issues and indicated that Trane technicians indicated that a coil needed to be replaced and has also quoted a price for installation of a separate unit to supply the server room with needed cooling should the regular HVAC unit again fail; and

**WHEREAS**, the Library Director has also detailed all expenses associated with said repair and installation and has requested an appropriation of \$28,904; and

**WHEREAS**, a copy of said detail is marked as Exhibit A, attached to and incorporated into this Resolution Number 4738 as though written fully therein; and

**WHEREAS**, the City Manager has reviewed the information and recommended approval; and

**WHEREAS**, the Mayor and the City Council have reviewed the information in Exhibit A and feel it is in the best public interest to accept the City Manager and the Library Director's recommendation.

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

1. The City Manager is hereby authorized to repair an air unit coil and add an air unit for the server room at the Vestavia Hills Library in the Forest at a cost not to exceed \$29,000; and
2. This Resolution Number 4738 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 27<sup>th</sup> day of July, 2015.

Alberto C. Zaragoza, Jr.  
Mayor



ATTESTED BY:

Rebecca Leavings  
City Clerk



# CITY OF VESTAVIA HILLS

## VESTAVIA HILLS LIBRARY IN THE FOREST

ALBERTO "BUTCH" ZARAGOZA  
MAYOR

TANEISHA YOUNG TUCKER  
DIRECTOR

**July 22, 2015**

**FROM:** Taneisha Young Tucker, Library Director

**TO:** Jeff Downes, City Manager

**CC:** Rebecca Leavings, City Clerk

**RE: Request for an Additional Air Unit for the Server Room and the Repair of an Air Unit Coil at the Library in the Forest**

The Library's HVAC system is serviced by Trane Building Services. Since moving into the facility, the library has experienced multiple HVAC problems. Usually, the annual repair and service budgets provide for all anticipated HVAC expenses, but this year, we were met with some additional and rather costly issues.

Below is a brief synopsis of occurrences in which parts of the library's HVAC system required unexpected maintenance and repair:

On November 12 - 14, 2014, the library experienced its second instance where the air conditioning unit used to cool the server room stopped working. On November 12, Trane serviced the unit and added Freon. During the night, the unit began to overheat and as a result, the library's computer and phone systems were immediately shut down for the day on November 13. Repairs were made and the computer and phone systems were restored on November 14, 2015.

On November 23 - 26, 2014, a valve failed that caused water to leak onto the library's server rack and equipment. The faulty valve was replaced and the network was restored on November 26, 2015.

On January 21, 2015, a high pressure switch failed on the server's unit. An emergency call was made, the problem was repaired and the library's network was restored that afternoon.

On May 8, 2015, a power surge from a transformer caused a partial power loss in the facility. The unit in the server room failed and the server room began to overheat. A repair was made and the system was restored that evening.

On July 9 - 11, 2015, the unit in the server room malfunctioned and the library's computer and phone systems were immediately shut down. Technicians worked on the system for two days and it was restored by July 11, 2015.

In addition to the problems with the air unit in the server room, one of four coils in the library's HVAC system is functioning at half use. This is the third coil replacement to the library's system since 2012.

Since November 2014, approximately \$13,000 has been spent for mechanical repairs which include problems with the server room unit, a boiler and other items. The General Budget amount for HVAC is \$8000 with additional funds for repairs coming from the library's Donation's Account. Also, the library's annual service agreement with Trane Building Services totals \$18,949.

At this time, I am writing to request \$28,904 in order to purchase and install a backup air unit for the library's server room and to replace the damaged coil in another portion of the system.

I have attached both proposals for your review.

Please contact me at 205.978.0161 if you have questions or concerns.

Thank you in advance.





WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Trane U.S. Inc. dba Trane  
 1030 London Drive, Suite 100  
 Birmingham, AL 35211  
 Phone: (205) 747-4000  
 Fax: (205) 747-4005

July 22, 2015

Vestavia Hills City of DBA Vestavia  
 1221 Montgomery Highway  
 Vestavia Hills, AL 35216

Site Address: Vestavia Hills Library  
 1221 Montgomery Highway  
 Vestavia Hills, AL 35216

**Project Name:** Vestavia Hills inside Coil Replacement 2015

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane’s Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

**Equipment List**

Asset Tag	Manufacturer	Equipment	Model Number	Serial Number
CH-1	Trane	Air-Cooled Chiller, Scroll Compressors	CGAM100F2B	U10C14444

**Scope of Service**

Furnish parts and labor to install Qty. (1) new inside coil on the above referenced chiller.

**Pricing and Acceptance**

**Total Price:**.....\$ 14,821.00

**Clarifications**

1. Applicable taxes are included.
2. Any service not listed is not included.
3. Work will be performed during normal/overtime Trane business hours as needed.
4. This proposal is valid for 30 days from July 22, 2015

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,  
Louise M. Corscadden  
Account Manager  
Cell: 205-288-9853

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

**CUSTOMER ACCEPTANCE**

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane License Number: 05058

## TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

**3. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**4. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**5. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

**6. Payment.** Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**7. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**8. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**9. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**10. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**11. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**12. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**13. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**15. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall

at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**18. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**19. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**20. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)  
Supersedes 1-10.48 (0614)





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July 20, 2015

Vestavia Hills City of DBA Vestavia  
 1221 Montgomery Highway  
 Vestavia Hills, AL 35216

Site Address: Vestavia Hills Library  
 1221 Montgomery Highway  
 Vestavia Hills, AL 35216

**Project Name:** Vestavia Hills Library Server Room Mini-Split 2015

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane’s Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

**Scope of Service**

Furnish and install new Mini-Split System to the server room. Price includes cost of the unit, electrical work required, and labor to install.

**Tag Data - Mitsubishi Mini Split (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	Wall Mounted Cooling Only Mini Split	PUY/PKA-A30

**Product Data - Mitsubishi Mini Split**

Item: A1 Qty: 1

- Single Zone Cooling-Only Outdoor Unit
- Wall Mounted Indoor Unit
- Wired Remote Controller
- Line set. Specific lengths to be determined before ordering.

**Pricing and Acceptance**

**Total Price:**.....\$ 14,083.00

✓ (A deduct of \$3,639.00 can be taken if Vestavia Library provides the electrical.  
 Accept\_\_\_\_ Decline \_\_\_\_

✓ Pricing clarifications/additions:

1. The equipment comes with 5 year whole unit parts, and a 7 year compressor warranty.

Clarifications

1. Applicable taxes are included.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from July 20, 2015

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,  
Louise M. Corscadden  
Account Manager  
Cell: 205-288-9853

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane License Number: 05058

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**6. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**7. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**8. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**9. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**10. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**11. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**12. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**13. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**15. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall



at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**18. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**19. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**20. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)  
Supersedes 1-10.48 (0614)

**RESOLUTION NUMBER 4739**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AND DELIVER A SIXTH AMENDMENT TO PURCHASE AND SALE  
AGREEMENT WITH CHICK-FIL-A, A GEORGIA CORPORATION**

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

1. The City Manager is hereby authorized to execute and deliver the Sixth Amendment to Purchase and Sale Agreement with Chick-fil-A, a Georgia Corporation, for the sale of the property located at 513 Montgomery Highway; and
2. A copy of said Sixth Amendment to Purchase and Sale Agreement is marked as Exhibit A attached to and incorporated into this Resolution Number 4739 as though written fully therein; and
3. This Resolution Number 4739 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 27<sup>th</sup> day of July, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**Exhibit A****SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT**

This SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “*Sixth Amendment*”) is entered into effective as of July \_\_, 2015 by and between City of Vestavia Hills, Alabama, an Alabama municipal corporation (“*Seller*”), and Chick-fil-A, Inc., a Georgia corporation (“*Purchaser*”).

**RECITALS:**

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement effective as of March 26, 2014, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 18, 2014, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated July 24, 2014, as further amended by that certain Third Amendment to Purchase and Sale Agreement dated August 14, 2014, as further amended by that certain Fourth Amendment to Purchase and Sale Agreement dated September 24, 2014, and as further amended by that certain Fifth Amendment to Purchase and Sale Agreement dated October 7, 2014 (collectively, the “*Agreement*”) for the purchase and sale of real property consisting of approximately 1.32 acres in Vestavia Hills, Jefferson County, Alabama, as described in Exhibit A to the Agreement; and

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

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

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

“3. Purchase Price. The “Purchase Price” of the Property is One Million Two Hundred Eighty Thousand Five Hundred Ninety-Five and No/100 Dollars (\$1,280,595.00) and is subject to adjustments and prorations as provided in this Agreement. At Closing, the Purchase Price will be paid to Seller by wire transfer of immediately available funds to an account designated by Seller.”
2. Expiration of Permitting Period. Notwithstanding anything to the contrary in the Agreement, the Permitting Period will expire at 6:00 p.m., Eastern Time, on October 2, 2015.
3. Post-Closing Lease of Property by Seller. Notwithstanding anything to the contrary contained in the form of Ground Lease attached as Exhibit F to the Agreement, Seller, as tenant under the Ground Lease, will not be obligated to pay Purchaser, as landlord under the Ground Lease, rent from the Closing Date through and including October 31, 2015. The parties will amend the form of Ground Lease at Closing to reflect this modification of the rent payment schedule if necessary.
4. Defined Terms. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.
5. Full Force and Effect. Except as amended hereby, all other terms, conditions and obligations of the parties set forth in the Agreement shall remain in full force and effect.

6. Counterparts. This Sixth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Each party may rely upon a facsimile or “pdf” counterpart of this Sixth Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

[Signatures appear on next page]



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

**SELLER:**

City of Vestavia Hills, Alabama,  
an Alabama municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ORDINANCE NUMBER 2578**

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

**WHEREAS**, on the 27th day of April, 2015, 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:

2437 Rocky Ridge Road  
Lot 1, Buckhead 1st Sector (MB 31/MP 93)  
Michael and Caroline Allen, 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, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

**ADOPTING and APPROVED** this the 10th day of August, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

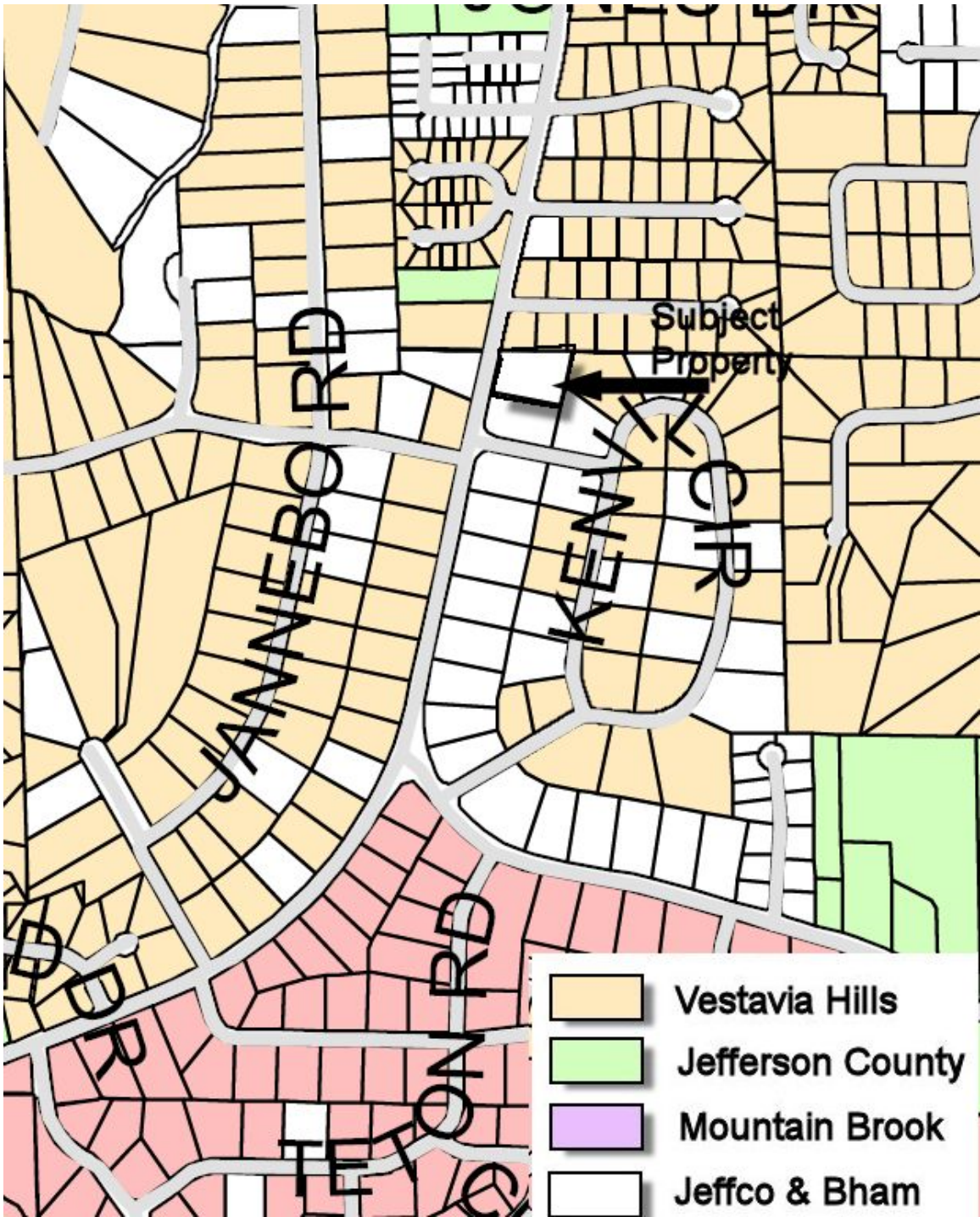
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2578 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 10th day of August, 2015, 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 Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk



Annexation Committee Petition Review

Property: 2437 Rocky Ridge Road

Owners: Michael and Caroline Allen

Date: 3-12-15

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 \_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 212,000.; Meets city criteria: Yes  No   
Comment: N/A
6. This street has fewer than 100% of the individual properties within the limits of the city  
Yes  No   
Number of total homes multiple Number in city multiple
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: 2437 Rock Ridge Rd


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ 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: \_\_\_\_\_

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes \_\_\_\_\_ No  Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman

SUMMARY

**PARCEL #:** 40 00 05 2 001 001.000  
**OWNER:** ALLEN MICHAEL T & CAROLINE H  
**ADDRESS:** 2437 ROCKY RIDGE RD VESTAVIA AL 35243-2852  
**LOCATION:** 2437 ROCKY RIDGE RD BHAM AL 35243  
 << Prev Next >> [ 1 / 0 Records ] Processing...  
**Tax Year:** 2014

**SALES**    **PHOTOGRAPHS**    **MAPS**  
**LAND**    **BUILDINGS**    **SALES**    **PHOTOGRAPHS**    **MAPS**

**ACRES:** 0.000    **Sales Info:** 04/10/2013    **\$130,000**  
**LAND:** 121,700 Imp: 150,300    **Total:** 272,000  
**18-015.0**    **Bed Rooms:** 4    **Land Sch:** L1  
**[ 111-C- ]**    **Baths:** 2.0    **H/C Sqft:** 2,711

ASSESSMENT

**PROPERTY CLASS:** 3    **OVER 65 CODE:**  
**EXEMPT CODE:** 2-2    **DISABILITY CODE:**  
**MUN CODE:** 02 COUNTY    **HS YEAR:** 0  
**SCHOOL DIST:**    **EXM OVERRIDE:** \$0.00  
**OV ASD VALUE:** \$0.00    **TOTAL MILLAGE:** 50.1  
**CLASS USE:**    **TAX SALE:** 0    **PREV YEAR VALUE:** \$258,400.00BOE VALUE: 0

TAX INFO

CLASS	MUNICODE	ASSD. VALUE	TAX EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	\$27,200	\$176.80	\$4,000	\$150.80
COUNTY	3	\$27,200	\$367.20	\$2,000	\$340.20
SCHOOL	3	\$27,200	\$223.04	\$0	\$223.04
DIST SCHOOL	3	\$27,200	\$0.00	\$0	\$0.00
CITY	3	\$27,200	\$0.00	\$0	\$0.00
FOREST	3	\$0	\$0.00	\$0	\$0.00
SPC SCHOOL1	3	\$27,200	\$138.72	\$0	\$138.72
SPC SCHOOL2	3	\$27,200	\$456.96	\$0	\$456.96
TOTAL FEE & INTEREST: (Detail)					\$5.00
<b>ASSD. VALUE:</b> \$27,200.00					
<b>GRAND TOTAL:</b> \$1,314.72					

DEEDS

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
201361-16462	4/10/2013	12/18/2014	2014	ALLEN MICHAEL T & CAROLINE H	\$1,314.72
200607-10246	04/21/2006	1/17/2014	2013	TANNER ALLEN	\$1,246.58
200413-5362	09/09/2004	2/14/2013	2012	ALLEN MICHAEL T	\$1,246.58
9711-7292	10/02/1997	2011	2011		\$1,259.61
		2010	2010		\$1,259.61
		2009	2009		\$1,259.61

FULLY PAID

**ASSD. VALUE:** \$27,200.00    **GRAND TOTAL:** \$1,314.72  
**TOTAL FEE & INTEREST: (Detail)** \$5.00

STATE OF ALABAMA

JEFFERSON COUNTY

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: 10-1-2014

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in JEFFERSON County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.



**EXHIBIT "A"**

LOT: 1

BLOCK: \_\_\_\_\_

SURVEY: Survey of Buckhead

RECORDED IN MAP BOOK 31, PAGE 93 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: Vestavia

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 1, Survey of Buckhead, 1<sup>st</sup> Sector,  
Map Book 31, Page 93.

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.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Caroline H. Allen</u>	Lot <u>1</u> Block _____ Survey <u>Buckhead</u>
<u>Michael T. Allen</u>	Lot <u>1</u> Block _____ Survey <u>Buckhead</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

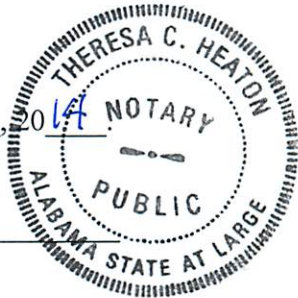
JEFFERSON COUNTY

Caroline H. Allen + Michael T. Allen 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.

Caroline H. Allen  
Signature of Certifier

Subscribed and sworn before me this the 1st day of October

Theresa C. Heaton  
Notary Public



My commission expires: 10-1-17

EXHIBIT "B"

**VESTAVIA HILLS BOARD OF EDUCATION**  
1204 Montgomery Highway  
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition \_\_\_\_\_ Action Taken: Grant \_\_\_\_\_  
Deny \_\_\_\_\_  
Resolution: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
Overnight Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
90 Day Final Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_

(To be completed by Homeowner)

Name(s) of Homeowner(s): Caroline + Michael Allen  
Address: 2437 Rocky Ridge Rd  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Information on Children:**

none

**Plan to Enroll In  
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": \_\_\_\_\_

**ORDINANCE NUMBER 2579**

**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-2 TO VESTAVIA HILLS R-1.**

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

2437 Rocky Ridge Road  
Lot 1, Buckhead 1st Sector (MB 31/MP 93)  
Michael and Caroline Allen

**APPROVED and ADOPTED** this the 10<sup>th</sup> day of August 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

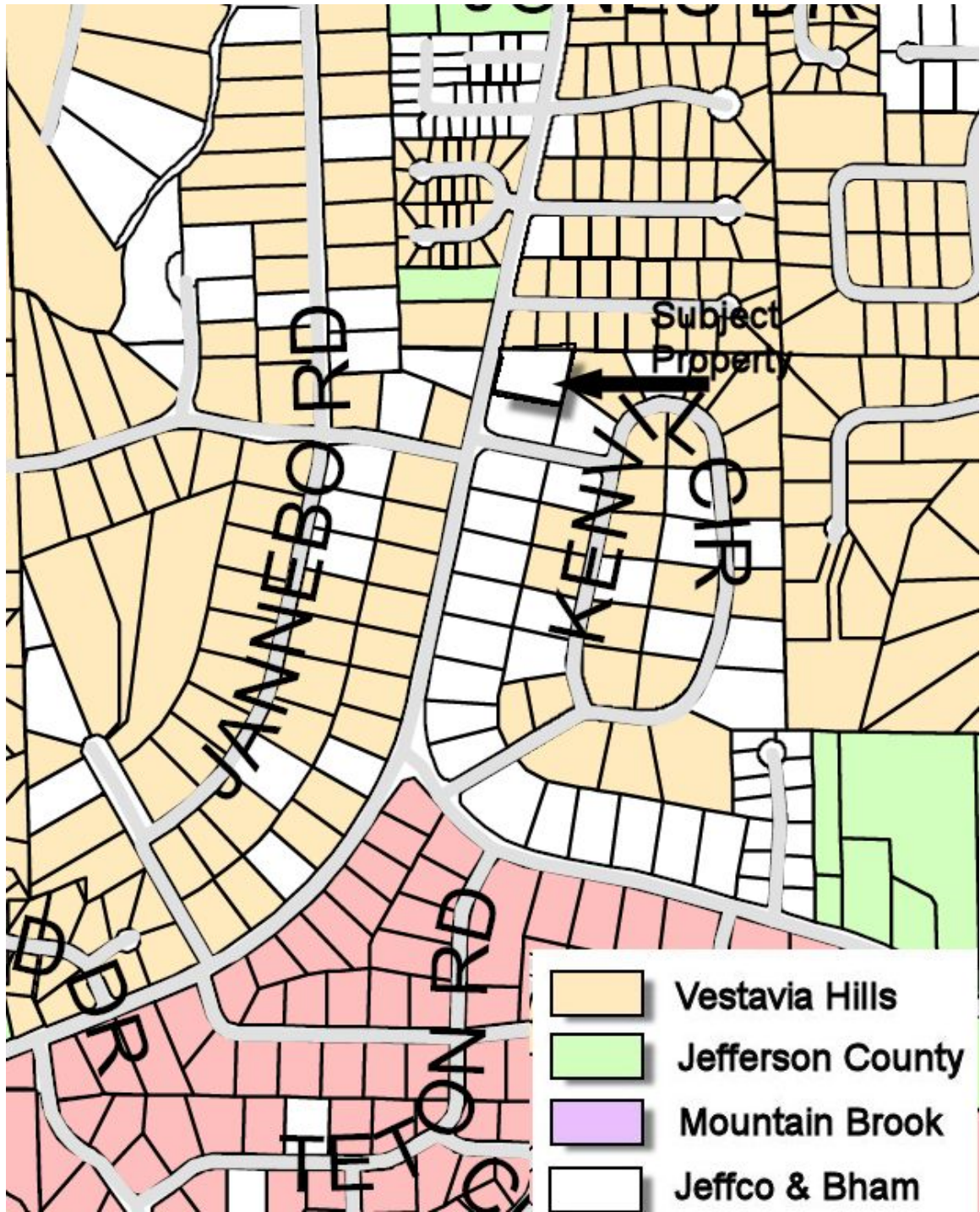
**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2579 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 10<sup>th</sup> day of August, 2015 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk





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

Date: JUNE 11, 2015

- **CASE:** P-0615-32
- **REQUESTED ACTION:** Jefferson County E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 2437 Rocky Ridge Rd.
- **APPLICANT/OWNER:** Michael T. Allen & Caroline H. Allen. 2437 Rocky Ridge Rd. Birmingham, AL 35243
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 4/27/15 with the passage of Resolution 2562. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** No recommendation

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

**MOTION** Mr. Gilchrist made a motion to recommend approval of Rezoning of 2437 Rocky Ridge Rd. from Jefferson County E-2 to Vestavia Hills R-1 For The Purpose Of Annexation. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Gilchrist – yes	Mr. Sharp – yes
Mr. Wolfe – yes	Mr. House – yes
Mr. Larson – yes	Motion carried.



**ORDINANCE NUMBER 2580**

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

**WHEREAS**, on the 27th day of April, 2015, 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:

3609 Settlers Lane  
Part of Estate #6, JP Westbrook Estates  
Joseph D. West, Owner(s)

More particularly described as follows:

Part of Estate #6, according to the map and survey of J.P. Westbrook Estates, recorded in Map Book 27, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows: Commence at the Northwest corner of said Estate #6; thence Southerly along the West line thereof 641.02 feet, to the point of beginning of the part herein described; thence continue on the last name course 200 feet, thence 89 degrees 45' to the right in an Easterly direction 99.06 feet to the right-of-way of Westwood Drive and the intersection of a curve which radius is 35 feet and subtended by a central angle of 156

degrees 41' to the right thence along the arc of said curve 97.71 feet to the point of reverse curve which radius is 35 feet and subtended by a central angle of 31 degrees 00' to the left, thence along the arc of said curve 18.94 feet to the point of tangent to said curve; thence along tangent to curve 180.74 feet; thence 126 degrees 41' to the left in a Northerly direction 300 feet, thence 87 degrees 54' to the left in a Westerly direction 320.43 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, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

**ADOPTING and APPROVED** this the 10th day of August, 2015.

Alberto C. Zaragoza, Jr.  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2580 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 10th day of August, 2015, 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 Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk



Annexation Committee Petition Review

Property: 3609 Settlers Lane

Owners: Joseph D. West

Date: 3-12-15

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 Roadway is narrow and in poor condition
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 427,900. 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 10 Number in city 3
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: 3609 Settlers Lane


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ 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: N. SHELTON ROAD way in poor condition

11. Information on children: Number in family \_\_\_\_\_; Plan to enroll in VH schools Yes \_\_\_\_\_ No \_\_\_\_\_ Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman



**PARCEL #:** 28 00 33 2 001 035.000  
**OWNER:** WEST JOSEPH D  
**ADDRESS:** 3609 SETTLERS LANE BIRMINGHAM AL 35243  
**LOCATION:** 3609 SETTLERS LN AL 35243

[ 111-C+ ] Baths: 3.5 H/C Sqft: 3,299  
 18-013.0 Bed Rooms: 3 Land Sch: A114  
 Land: 179,300 Imp: 248,600 Total: 427,900  
 Acres: 0.000 Sales Info: 05/15/2012  
**\$215,000**

<< Prev Next >> [ 1 / 0 Records ] Processing...

Tax Year : 2013

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE:  
 EXEMPT CODE: 2-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 2013  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

**VALUE**

LAND VALUE 10% \$179,250  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$303,300.00 BOE VALUE: 0

CLASS 2  
CLASS 3  
 BLDG 001 111 \$248,600

TOTAL MARKET VALUE [APPR. VALUE: \$427,900]: \$427,850

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$42,800	\$278.20	\$4,000	\$26.00	\$252.20
COUNTY	3	2	\$42,800	\$577.80	\$2,000	\$27.00	\$550.80
SCHOOL	3	2	\$42,800	\$350.96	\$0	\$0.00	\$350.96
DIST SCHOOL	3	2	\$42,800	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$42,800	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$42,800	\$218.28	\$0	\$0.00	\$218.28
SPC SCHOOL2	3	2	\$42,800	\$719.04	\$0	\$0.00	\$719.04

TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$42,800.00**

**\$2,144.28**

**GRAND TOTAL: \$2,096.28**

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">201213-18340</a>	5/15/2012	12/31/2014	2014	JOSEPH WEST	\$2,096.28
<a href="#">6141-1</a>	05/14/1970	12/31/2013	2013	JOSEPH WEST	\$2,096.28
<a href="#">614-1</a>	05/14/1970	11/5/2012	2012	JOSEPH D WEST	\$3,054.07
		20120503	2011	***	\$3,324.43
		20110415	2010	***	\$3,298.69
		20100108	2009	***	\$1,314.34
		20081217	2008	***	\$1,321.11
		20071226	2007	***	\$1,121.39

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 2 / 10 / 2015

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Joseph West

205 - 427 - 4800

Josephwest @ allstate . com

EXHIBIT "A"

LOT: 35

BLOCK: PART OF ESTATE #6

SURVEY: J.P. WESTBROOK ESTATES

RECORDED IN MAP BOOK 27, PAGE 14 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

---

Part of Estate #6, according to the map and survey of J.P. Westbrook Estates, recorded in Map Book 27, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows: Commence at the Northwest corner of said Estate #6; thence Southerly along the West line thereof 641.02 feet, to the point of beginning of the part herein described; thence continue on the last named course 200 feet, thence 89°45' to the right in an Easterly direction 99.06 feet to the right of way of Westwood Drive and the intersection of a curve which radius is 35 feet and subtended by a central angle of 156°41' to the right, thence along the arc of said curve 97.71 feet to the point of reverse curve which radius is 35 feet and subtended by a central angle of 31°00' to the left, thence along the arc of said curve 18.94 feet to the point of tangent to said curve; thence along tangent to curve 180.74 feet; thence 126°41' to the left in a Northerly direction 300 feet, thence 87°54' to the left in a Westerly direction 320.43 feet to the point of beginning.



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

<u>Joseph D. West</u>	Lot	Block	Survey	Part of Estate to JP Westbrook estates
<u>Allison West</u>	Lot	Block	Survey	Part of Estate to JP Westbrook estates
_____	Lot	Block	Survey	_____

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

STATE OF ALABAMA

JEFFERSON COUNTY

Joseph D. West 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.

Joseph D. West  
Signature of Certifier

Subscribed and sworn before me this the 12 day of February, 2015.

Patricia Ann Chondler  
Notary Public

My commission expires: 09/18/2018



**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

**1204 Montgomery Highway  
Vestavia Hills AL 35216**

*(To be completed by the City)*

Date of Annexation Petition \_\_\_\_\_ Action Taken: Grant \_\_\_\_\_  
Deny \_\_\_\_\_  
Resolution: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
Overnight Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
90 Day Final Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Allison + Joseph West  
Address: 3609 Settlers Lane  
City: Birmingham State: Alabama Zip: 35243

**Information on Children:**

**Plan to Enroll In  
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Joseph West Jr.	4		✓	
2.	Elizabeth West	2		✓	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". 2016

**ORDINANCE NUMBER 2581**

**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) Vestavia Hills E-2 (estate residential district):

3609 Settlers Lane  
Part of Estate #6, JP Westbrook Estates  
Joseph D. West

More particularly described as follows:

Part of Estate #6, according to the map and survey of J.P. Westbrook Estates, recorded in Map Book 27, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows: Commence at the Northwest corner of said Estate #6; thence Southerly along the West line thereof 641.02 feet, to the point of beginning of the part herein described; thence continue on the last name course 200 feet, thence 89 degrees 45' to the right in an Easterly direction 99.06 feet to the right-of-way of Westwood Drive and the intersection of a curve which radius is 35 feet and subtended by a central angle of 156 degrees 41' to the right thence along the arc of said curve 97.71 feet to the point of reverse curve which radius is 35 feet and subtended by a central angle of 31 degrees 00' to the left, thence along the arc of said curve 18.94 feet to the point of tangent to said curve; thence along tangent to curve 180.74 feet; thence 126 degrees 41' to the left in a Northerly direction 300 feet, thence 87 degrees 54' to the left in a Westerly direction 320.43 feet to the point of beginning.

**APPROVED and ADOPTED** this the 10<sup>th</sup> day of August 2015.

Alberto C. Zaragoza, Jr.  
Mayor



ATTESTED BY:

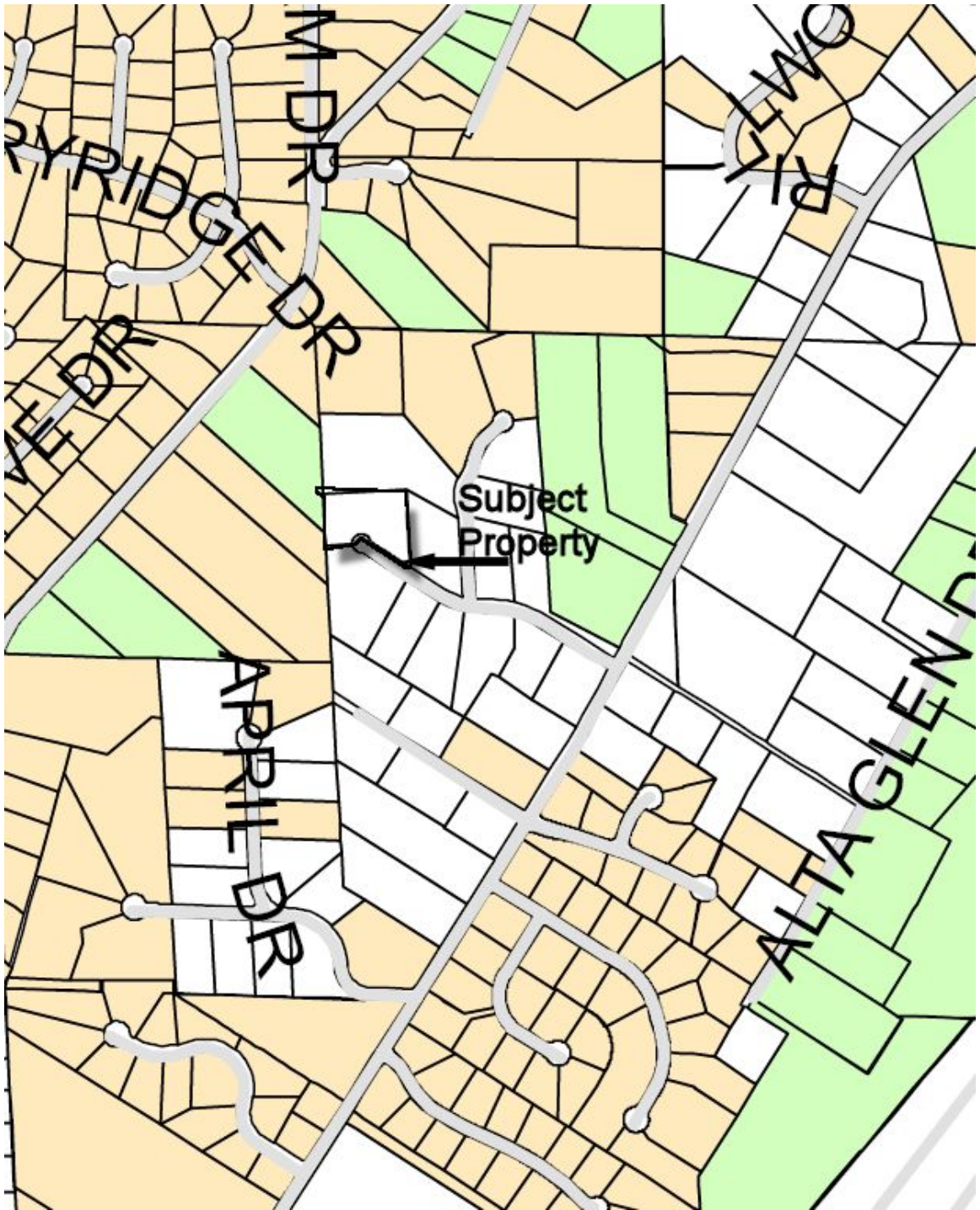
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2581 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 10<sup>th</sup> day of August, 2015 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Rebecca Leavings  
City Clerk



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

Date: JUNE 11, 2015

- **CASE:** P-0615-31
- **REQUESTED ACTION:** Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 3609 Settlers Ln.
- **APPLICANT/OWNER:** Joseph D West. 3609 Settlers Ln. Birmingham, AL 35243
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 4/27/15 with the passage of Resolution 2563. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. House made a motion to recommend approval of Rezoning of 3609 Settlers Ln. from Jefferson County E-1 to Vestavia Hills E-2 For The Purpose Of Annexation. Second was by Mr. Wolfe. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Gilchrist – yes	Mr. Sharp – yes
Mr. Wolfe – yes	Mr. House – yes
Mr. Larson – yes	Motion carried.