

Vestavia Hills
City Council Agenda
September 14, 2015
5:00 PM

1. Call to Order
2. Roll Call
3. Invocation – Leigh Belcher, Park and Recreation Foundation
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – August 27, 2015 (Special Meeting) and August 24, 2015 (Regular Meeting)

Old Business

9. Resolution Number 4752 - A Resolution Authorizing A General Fund Budget, A Special Fund Budget And A Capital Fund Budget For The City For Fiscal Year 2015-2016
(Public Hearing)
10. Resolution Number 4746 – Annexation – 90-Day – 3527 Valley Circle; Lot 5, Block 1, Dolly Ridge Estates, Second Sector; Paul and Katie Harbinson, Owners *(public hearing)*
11. Ordinance Number 2587 – Annexation – Overnight – 3527 Valley Circle; Lot 5, Block 1, Dolly Ridge Estates, Second Sector; Paul and Katie Harbinson, Owners *(public hearing)*
12. Resolution Number 4747 – Annexation – 90-Day – 3579 Valley Circle; Lot 18, Block 1, Amended Map of Dolly Ridge Estates, Second Sector; P. David Deusner, Owner *(public hearing)*
13. Ordinance Number 2588 – Annexation – Overnight – 3579 Valley Circle; Lot 18, Block 1, Amended Map of Dolly Ridge Estates, Second Sector; P. David Deusner, Owner *(public hearing)*
14. Resolution Number 4748 – Annexation – 90-Day – 2720 Alta View Drive; Tony and Abbie Miller, Owners; Gene Gray, Representing *(public hearing)*
15. Ordinance Number 2589 – Annexation – Overnight – 2720 Alta View Drive; Tony and Abbie Miller, Owners; Gene Gray, Representing *(public hearing)*

16. Resolution Number 4749 – Annexation – 90-Day – 2615 Alta Vista Circle; Lot 6, Altadena Valley Country Club Sector; Bradley and Kelly Belew, Owners (*public hearing*)
17. Ordinance Number 2590 – Annexation – Overnight – 2615 Alta Vista Circle; Lot 6, Altadena Valley Country Club Sector; Bradley and Kelly Belew, Owners
18. Resolution Number 4750 – Annexation – 90-Day – 4670 Caldwell Mill Road; Brooks and Elisabeth Souders, Owner (*public hearing*)
19. Ordinance Number 2591 – Annexation – Overnight – 4670 Caldwell Mill Road; Brooks and Elisabeth Souders, Owner (*public hearing*)
20. Ordinance Number 2592 – Annexation – 90-Day Final – 74 +/- Acres Adjacent to the Cahaba River; Freshwater Land Trust, Owners (*public hearing*)
21. Ordinance Number 2593 – 2330, 2342 & 2412 Jacobs Road; Rezone From VH R-2 And JC R-1 To VH R-9; Anna Steel Properties; Jordy Henson, Representing (*public hearing*)
22. Ordinance Number 2594 – Annexation – 90-Day Final – 2330 Jacobs Road; Anna Steele Properties, Jordy Henson, Representing (*public hearing*)

New Business

23. Resolution Number 4753 – A Resolution Approving An Alcohol License For CKJ Eateries LLC d/b/a Newks Express Café 1044, Dennis John Hey, Raymond Todd Jackson and Thomas Dewey Crowson, Executives (*public hearing*)
24. Resolution Number 4754 – A Resolution Approving An Alcohol License For Alan and Allen LLP d/b/a Twisted Root Burger Co., Glynn Alan Harrison and Adam Christopher Allen, Executives (*public hearing*)
25. Resolution Number 4755 - A Resolution Authorizing The City Manager To Execute And Deliver An MB-05 Grading And Landscaping Permit And An MB-06 Agreement For Cooperative Maintenance Of Public Right-Of-Way For Signage And Landscaping Improvements At The US-280/Dolly Ridge Road Intersection
26. Resolution Number 4756 - A Resolution Approving A 1.5% COLA For Employees Of The City Of Vestavia Hills Beginning October 1, 2015
27. Resolution Number 4757 – A Resolution Accepting Financing Terms From BB&T Bank For Leasing Of Vehicles

New Business (Requesting Unanimous Consent)

28. Ordinance Number 2601 – An Ordinance Authorizing The Issuance And Making Provision For The Payment Of \$9,205,000 General Obligation Warrants, Series 2015

First Reading (No Action Taken At This Meeting)

29. Ordinance Number 2598 – Rezoning – Altadena Valley Country Club – Rezone from Jefferson County CC-1, A-1 and Shelby County E-1 to Vestavia Hills R-9, R-2, Inst, A and B-2; Nall Partnership, LLP, Owner, Charles Beavers, Bradley Arant Boult Cummings LLP, Representing (*public hearing*)
30. Ordinance Number 2599 – Annexation – 90-Day Final – Altadena Valley Country Club; Nall Partnership, LLP (*public hearing*)
31. Ordinance Number 2596 – Rezoning – 2308, 2312, 2320 Rocky Ridge Road; Rezone from Jefferson County A-1 to Vestavia Hills R-9; Carl A. Shaefer, Jr., Owner; Taylor Burton, Taylor Burton Homes, Representing (*public hearing*)
32. Ordinance Number 2597 – Annexation – 90-Day Final – 2308, 2312, 2320 Rocky Ridge Road; Carl A. Shaefer, Jr., Owner (*public hearing*)
33. Ordinance Number 2600 – An Ordinance Establishing the Rocky Ridge Road Entertainment District (*public hearing*)
34. Citizens Comments
35. Executive Session
36. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SPECIAL MEETING

AUGUST 27, 2015

The City Council of Vestavia Hills met in special session on this date at 8:30 AM following posting/publishing pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Wendy Appling, Acting City Clerk

Mr. Sharp led the invocation followed by the Pledge of Allegiance.

The Mayor opened the floor for unanimous consent for the immediate consideration and action on Ordinance Number 2595.

MOTION Motion for unanimous consent for the immediate consideration and action on Ordinance Number 2595 was by Mr. Ammons and second was by Mr. Sharp. Roll call vote as follows:

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

ORDINANCE NUMBER 2595

Ordinance Number 2595 – An Ordinance To Rescind, Cancel And Terminate An Agreement For Sale And Purchase Of Real Estate And To Rescind Ordinance Number 2555

MOTION Motion to approve Ordinance Number 2595 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes explained that in February of this year the City entered into a contract to purchase 4 acres off Old Columbiana Road that extended through September 1. A study was completed during this time determining the need for additional recreational fields in the City. Other projects also came to light including the donation of 60 acres at Altadena Valley. Mr. Bill McDavid has indicated that the owner of the property off Old Columbiana Road would be willing to have owner financing for the purchase of the property with payments over a 3-year timeframe. The Council needs to make a decision whether or not they would like to purchase the property or lose the earnest money allocated to the purchase of the property with consideration of other upcoming projects and the donation of property at Altadena Valley.

Mr. McDavid said that he would like for a decision to be made that could work for both parties.

Discussion ensued as to the outline of events, the donation of property at Altadena Valley, and financially responsible decisions.

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

Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

Mayor Zaragoza – yes

Motion carried.

CITIZENS COMMENTS

Mr. Bill Cook, 2118 Hickory Road, stated that he is disappointed with the rebranding of the Rebel mascot and the decisions that the Board of Education is making pertaining to bids and not meeting bid law expectations.

Mayor Zaragoza explained that the Board of Education received a letter from their attorney Patrick Boone indicating that Professional Services in the amount they were in need of would not require a bid.

Discussion ensued on the rebranding of the mascot.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Ammons.
Meeting adjourned at 8:55 AM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Wendy Appling
Acting City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

AUGUST 24, 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
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
Tim Holcomb, Asst. Police Chief
Jim St. John, Fire Chief
Marvin Greene, Asst. Fire Chief
Terry Ray, Asst. Fire Chief
Scott Key, Fire Marshal
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Taneisha Young-Tucker, Library Director

Invocation was given by Taneisha Young-Tucker, Library Director, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION, CANDIDATES

- The Mayor announced that the U.S. Representative Gary Palmer will be at the Vestavia Hills Municipal Center at 6:30 PM on Monday, August 31, 2015. He invited everyone to attend.

PROCLAMATION

The Mayor presented a proclamation designating September 2015 as Gynecological Cancer Awareness Month. Mr. Downes read the proclamation and presented it to Ginny Bourland, a resident of Vestavia Hills and an ovarian cancer survivor.

CITY MANAGER REPORT

- Mr. Downes presented the fiscal year 2016 budget and read over the highlights of the proposed budget. He asked the Council to consider it and contact him with any questions, suggestions, etc.

COUNCILOR REPORTS

- Mr. Pierce welcomed Mark McCoy, Chamber of Commerce representative.
- Mr. Pierce thanked the Chamber on another successful Back-To-School Celebration which was held in Cahaba Heights.
- The Mayor stated that “Helping in the Hills” will be held on September 12, 2015. This is a program begun to help residents around the City with certain projects, along with having a “shredding” day and a day of electronics disposal.

FINANCIAL REPORT

Mr. Turner presented the financial reports for month ending July 2015. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of August 10, 2015 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of August 10, 2015 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Ammons – yes

Mr. Sharp – yes

Mayor Zaragoza – yes

motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4741

Resolution Number 4741 - A Resolution Accepting A Bid For Wildland Protection Equipment For The Vestavia Hills Fire Department (*Public Hearing*)

MOTION Motion to approve Resolution Number 4741 was by Mr. Ammons and second was by Mr. Pierce.

Chief St. John explained the purposes of Wildland Fire Protection equipment and stated that the Department was given a grant to pay for 90% of this purchase. Bids were invited and he recommended NAFECO be awarded the bid.

Discussion ensued as to the life expectancy for the use of said equipment. Chief Greene stated that the duration of the equipment is 10 to 12 years on average and that the bid included outerwear such as helmets and gloves.

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 Mr. Sharp – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2583

Ordinance Number 2583 – Rezoning – 2501 Dolly Ridge Road; Lot 31 And West 50’ Of Lot 29, Rocky Ridge Estates; Jefferson County E-2 To Vestavia Hills R-2 For Construction Of Two Homes; David Acton Building Corporation, Owners (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2583 was by Mr. Sharp and second was by Mr. Pierce.

Ms. Leavings explained the change in Alabama law that allows municipalities to rezone property prior to annexation in order for the City and the residents to know exactly what is planned for the property before the property is annexed. This is the first of two properties to come into the City with development plans in mind so the zoning will be considered prior to the 90-day final annexation.

Jordan Huffstedler, David Acton Building Corporation, was present in regard to this request.

Mr. Downes explained that this rezoning is for R-2 for construction of two new homes but is also the compatible zoning from the present County zoning.

Mr. Sharp reported that the Commission had unanimously recommended this for approval.

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	Mr. Sharp – yes
Mayor Zaragoza – yes	motion carried.

ORDINANCE NUMBER 2582

Ordinance Number 2582 – Annexation – 90-Day Final – 2501 Dolly Ridge Road; Lot 31 And West 50’ Of Lot 29, Rocky Ridge Estates; David Acton Building Corporation, Owners (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2582 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that the Annexation Committee reviewed this request and found no problems. This is the 90-day final annexation of the property.

Jordan Huffstedler, David Acton Building Corporation, was present in regard to this request.

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	Mr. Sharp – yes
Mayor Zaragoza – yes	motion carried.

ORDINANCE NUMBER 2585

Ordinance Number 2585 – Rezoning – 4711 Caldwell Mill Road; Rezone From Jefferson County E-2 To Vestavia Hills R-1 For Construction Of Two Homes; David Acton Building Corporation, Owners (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2585 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes explained that this rezoning is for R-1 for construction of two new homes but is also the compatible zoning from the present County zoning.

Mr. Sharp reported that the Commission had unanimously recommended this for approval.

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	Mr. Sharp – yes
Mayor Zaragoza – yes	motion carried.

ORDINANCE NUMBER 2584

Ordinance Number 2584 – Annexation – 90-Day Final – 4711 Caldwell Mill Road; David Acton Building Corporation, Owners (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2584 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that the Annexation Committee reviewed this request and found no problems. This is the 90-day final annexation of the property.

Jordan Huffstedler, David Acton Building Corporation, was present in regard to this request.

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	Mr. Sharp – yes

Mayor Zaragoza – yes

motion carried.

ORDINANCE NUMBER 2586

Ordinance Number 2586 – Rezoning – A Portion Of 4308 Dolly Ridge Road; Rezone From Vestavia Hills R-4 To Vestavia Hills B-1.2; Fred Acton, Owner (Public Hearing)

MOTION Motion to approve Ordinance Number 2586 was by Mr. Sharp and second was by Mr. Pierce.

Mr. Downes explained that this rezoning is for B-1.2 for a small triangle to serve as access from Dolly Ridge Road to a doctor’s office that was recently rezoned.

Austin Blair, LAH Commercial Real Estate, explained the location and the deal being executed by the owners of the properties to extend sewer access through this area. It would be done in accordance with the City’s access management plan and should help to improve access along Dolly Ridge Road.

Mr. Sharp reported that the Commission had unanimously recommended this for approval.

Mr. Henley pointed out that this means less curb cuts on Dolly Ridge Road.

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	Mr. Sharp – yes
Mayor Zaragoza – yes	motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4744

Resolution Number 4744 – A Resolution Approving An Alcohol License For S R Liquors LLC d/b/a Vestavia Package Store, Meesala Bhikshapathisriniv and Thota Ravikanth, Executive (public hearing)

MOTION Motion to approve Resolution Number 4744 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that this is a request for a package store.

Chief Rary stated that the Police Department has no objections to the request.

Mr. Pierce asked about employee training on alcohol sales.

Meesala Bhikshapathisriniv stated that they utilize ABC training and will be open Monday through Saturday from 11 AM to 12 AM.

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

Mr. Sharp – yes

Mayor Zaragoza – yes

motion carried.

RESOLUTION NUMBER 4745

Resolution Number 4745 – A Resolution Approving An Alcohol License For Bruner Holdings Inc., d/b/a Johnny Bruscos Pizza, William Bruner and Joshua Bruner, Executives (*public hearing*)

MOTION Motion to approve Resolution Number 4745 was by Mr. Ammons and second was by Mr. Sharp.

Mr. Downes stated that this is a request for a restaurant liquor license for Johnny Brusco's Pizza.

Joshua and William Bruner were present in regard to the request. They indicated they are new business owners, but follow the responsible vendor program in their training of employees.

The Mayor stated that the Council needed to do an amendment to incorporate Mr. Boone's newly drafted ordinance to replace the one in the packet complete with the exhibits.

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

Mr. Sharp – yes

Mayor Zaragoza – yes

motion carried.

RESOLUTION NUMBER 4751

Resolution Number 4751 - A Resolution Approving The Final 10% Of The 2014-2015 Fiscal Year Budget Of The City Of Vestavia Hills, Alabama

MOTION Motion to approve Resolution Number 4751 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this is the request for the final 10% of the current fiscal year's budget pursuant to state law.

Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Ammons – yes

Mr. Sharp – yes

Mayor Zaragoza – yes

motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting on September 14, 2015 at 5 PM.

- Resolution Number 4752 - A Resolution Authorizing A General Fund Budget, A Special Fund Budget And A Capital Fund Budget For The City For Fiscal Year 2015-2016 (*Public Hearing*)
- Resolution Number 4746 – Annexation – 90-Day – 3527 Valley Circle; Lot 5, Block 1, Dolly Ridge Estates, Second Sector; Paul and Katie Harbinson, Owners (*public hearing*)
- Ordinance Number 2587 – Annexation – Overnight – 3527 Valley Circle; Lot 5, Block 1, Dolly Ridge Estates, Second Sector; Paul and Katie Harbinson, Owners (*public hearing*)
- Resolution Number 4747 – Annexation – 90-Day – 3579 Valley Circle; Lot 18, Block 1, Amended Map of Dolly Ridge Estates, Second Sector; P. David Deusner, Owner (*public hearing*)
- Ordinance Number 2588 – Annexation – Overnight – 3579 Valley Circle; Lot 18, Block 1, Amended Map of Dolly Ridge Estates, Second Sector; P. David Deusner, Owner (*public hearing*)
- Resolution Number 4748 – Annexation – 90-Day – 2720 Alta View Drive; Tony and Abbie Miller, Owners; Gene Gray, Representing (*public hearing*)
- Ordinance Number 2589 – Annexation – Overnight – 2720 Alta View Drive; Tony and Abbie Miller, Owners; Gene Gray, Representing (*public hearing*)

- Resolution Number 4749 – Annexation – 90-Day – 2615 Alta Vista Circle; Lot 6, Altadena Valley Country Club Sector; Bradley and Kelly Belew, Owners (*public hearing*)
- Ordinance Number 2590 – Annexation – Overnight – 2615 Alta Vista Circle; Lot 6, Altadena Valley Country Club Sector; Bradley and Kelly Belew, Owners
- Resolution Number 4750 – Annexation – 90-Day – 4670 Caldwell Mill Road; Brooks and Elisabeth Souders, Owner (*public hearing*)
- Ordinance Number 2591 – Annexation – Overnight – 4670 Caldwell Mill Road; Brooks and Elisabeth Souders, Owner (*public hearing*)
- Ordinance Number 2592 – Annexation – 90-Day Final – 74 +/- Acres Adjacent to the Cahaba River; Freshwater Land Trust, Owners (*public hearing*)
- Ordinance Number 2593 – 2330, 2342 & 2412 Jacobs Road; Rezone From VH R-2 And JC R-1 To VH R-9; Anna Steel Properties; Jordy Henson, Representing (*public hearing*)
- Ordinance Number 2594 – Annexation – 90-Day Final – 2330 Jacobs Road; Anna Steele Properties, Jordy Henson, Representing (*public hearing*)

CITIZENS COMMENTS

Anna Rose, 3531 West Lakeside Drive, asked the City to please pave the other side of Lakeside Drive. Mr. Brady explained their road paving procedures and plans for paving Sicard Hollow, etc.

Jennie Lysinger, 3767 Poe Drive, stated that there is a meeting with the School Superintendent at Vestavia Hills Cahaba Heights Elementary on Thursday evening and asked the Council to attend.

EXECUTIVE SESSION

The Mayor indicated there was a need for an executive session for an estimated 30 minutes for the purchase/sale of property. He opened the floor for a motion.

MOTION Motion to move into executive session for an estimated 30 minutes for the purchase/sale of property was by Mr. Pierce and second was by Mr. Ammons. Roll call vote as follows:

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

The Council exited the Chamber at 6:10 PM. At 7:03 PM the Council re-entered the Chamber and the Mayor called the meeting back to order.

MOTION Motion to adjourn was by Mr. Sharp and second was by Mr. Ammons.
Meeting adjourned at 7:05 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4752

A RESOLUTION APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AND A SIDEWALK PROJECT FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2015 UNTIL SEPTEMBER 30, 2016.

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$35,798,884 including transfers out, to be effective for the period beginning October 1, 2015, through September 30, 2016; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$2,800,702 including transfers from the General Fund, to be effective for the period beginning October 1, 2015, through September 30, 2016; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$1,175,006 to be effective for the period beginning October 1, 2015, through September 30, 2016.

WHEREAS, the City Manager has prepared a “sidewalk projects fund budget” for said period reflecting expenditures in the amount of \$200,000 to be effective for the period beginning October 1, 2015, through September 30, 2016.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its

estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$32,218,996, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2015-2016 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$2,520,632, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2015-2016 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$1,057,505, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2015-2016 upon the terms, conditions and provisions set forth below.

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$180,000, of the “sidewalk project fund budget” for the City of Vestavia Hills for fiscal year 2015-2016 upon the terms, conditions and provisions set forth below.

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$32,218,996, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$35,798,884 multiplied by 90% equals
\$32,218,996; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$2,520,632 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$2,800,702 multiplied by 90% equals
\$2,520,632; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$1,057,505 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$1,175,006 multiplied by 90% equals
\$1,057,505; and

3. The “sidewalk projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$200,000 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$200,000 multiplied by 90% equals
\$180,000; and

3. The City Manager is hereby authorized to expend the sum of \$32,218,996 from the General Fund, \$2,531,638 from the Special Revenue Fund, \$1,057,505 from the Capital Projects Fund, and \$180,000 from the Sidewalk Projects

Fund for municipal expenses for the period beginning October 1, 2015, and ending September 30, 2016.

4. Copies of the budget outlines are attached hereto, marked as Exhibit "A" and incorporated into this Resolution by reference as though set out fully herein.

5. This Resolution shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2016**

<u>REVENUE:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>SIDEWALK</u>	<u>TOTAL</u>
STATE REVENUE	128,490				128,490
COUNTY REVENUE	14,366,617				14,366,617
CITY REVENUE	20,919,127				20,919,127
PARKS & RECREATION	384,650				384,650
4 CENT GASOLINE TAX		199,000			199,000
5 CENT GASOLINE TAX		95,000			95,000
7 CENT GASOLINE TAX		927,000			927,000
E-911 FUNDS		782,250			782,250
COURT & CORRECTIONS		413,860			413,860
LIBRARY STATE AID		18,687			18,687
LIBRARY BOOKS & DONATIONS		161,600			161,600
VEHICLE TAGS / ADMINISTRATION		107,040			107,040
TOTAL REVENUE	\$35,798,884	\$2,704,437	\$290,650	\$0	\$38,793,971

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2016**

<u>EXPENDITURES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>SIDEWALK</u>	<u>TOTAL</u>
NON DEPARTMENTAL	7,208,886				7,208,886
CITY COUNCIL	71,671				71,671
MAYOR & ADMINISTRATION	1,118,562		6,291		1,124,853
CITY CLERK	343,737		6,471		350,208
MUNICIPAL COMPLEX	297,808				297,808
INFORMATION SERVICES / TECHNOLOGY	749,268		91,000		840,268
POLICE	7,578,375		404,316		7,982,691
FIRE	9,143,913		516,008		9,659,921
BUILDING SAFETY & INSPECTIONS	419,487		9,064		428,551
PUBLIC SERVICES	5,957,133		135,565	200,000	6,292,698
CITY GARAGE	279,525				279,525
PUBLIC LIBRARY	1,908,669		6,291		1,914,960
4 CENT GASOLINE TAX		199,000			199,000
5 CENT GASOLINE TAX		95,000			95,000
7 CENT GASOLINE TAX		927,000			927,000
E-911 FUNDS		782,128			782,128
COURT & CORRECTIONS		510,247			510,247
LIBRARY STATE AID		18,687			18,687
LIBRARY BOOKS & DONATIONS		161,600			161,600
VEHICLE TAGS / ADMINISTRATION		107,040			107,040
SUB-TOTAL EXPENDITURES	\$35,077,034	\$2,800,702	\$1,175,006	\$200,000	\$39,252,742
TRANSFER-OUT:					
Special Funds (from General Fund)	27,128				27,128
Capital Reserve Fund (from GF - Sales Tax %)	694,722				694,722
TOTAL - TRANSFER-OUT	\$721,850				\$721,850
TOTAL EXPENDITURES	\$35,798,884	\$2,800,702	\$1,175,006	\$200,000	\$39,974,592

CITY OF VESTAVIA HILLS
 ANNUAL BUDGET
 SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2016

<u>OTHER REVENUE SOURCES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>SIDEWALK</u>	<u>TOTAL</u>
<u>TRANSFER-IN:</u>					
Special Funds (from General Fund)		27,128			27,128
Capital Items (use of projected 2016 Capital Reserve Funds)			694,722		694,722
TOTAL - OTHER REVENUE SOURCES	\$0	\$27,128	\$694,722	\$0	\$721,850
REVENUE OVER / (UNDER) EXPENDITURES	\$0	(\$69,137)	(\$189,634)	(\$200,000)	(\$458,771)
USE OF RESERVES / FUND BALANCE	\$0	\$69,137	\$189,634	\$200,000	\$458,771
REPORT BALANCE	\$0	\$0	\$0	\$0	\$0

RESOLUTION NUMBER 4746

**A RESOLUTION PROPOSING THE ANNEXATION
OF CERTAIN TERRITORY TO THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA.**

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 14, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 14th day of September, 2015; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 23rd day of September, 2015.

2. That on the 28th day of December, 2015, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4746 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

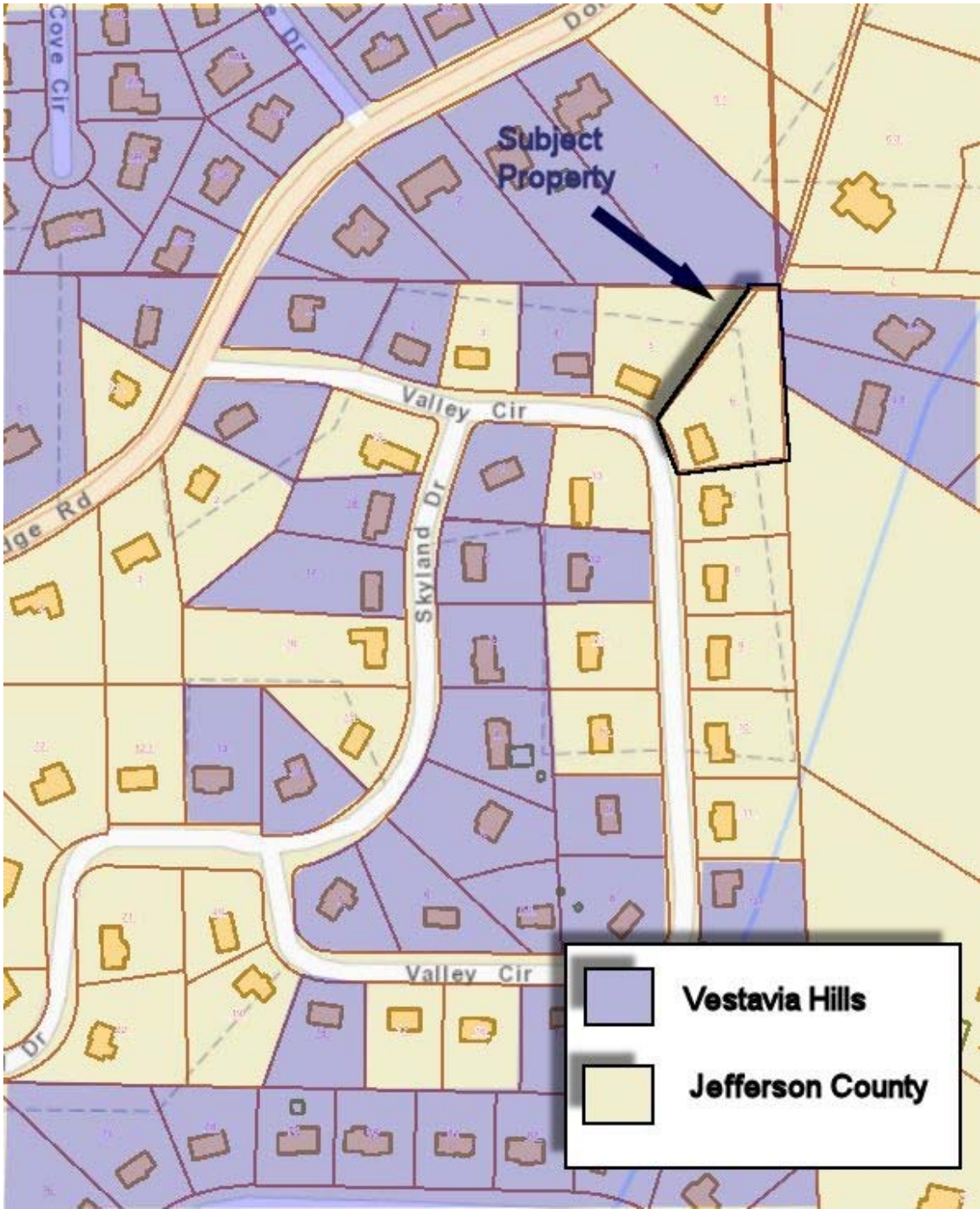
3527 Valley Circle
Lot 5, Block 1, Dolly Ridge Estates, Second Sector
Paul and Katie Harbinson, Owner(s)

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 3527 Valley Circle

Owners: Paul and Katie Harbinson

Date: 8-25-15

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 221,300.. 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 226 Number in city 9
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: 3527 Valley Circle

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

EXHIBIT "C"

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

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: 3527 Valley Circle

Engineering: Date: _____ Initials: _____


Comments: _____
_____ **3527 Valley Circle** – no concerns noted; pavement is in fair condition. _____

Public Services: Date: _____

Comments: _____

Police Department: Date: 8-7-15 Initials: 

Comments: _____

Fire Department: Date: 8/12/15 Initials: 

Comments: _____

PARCEL #: 28 00 32 4 001 006.000
OWNER: HARBISON PAUL K &
ADDRESS: 3527 VALLEY CIR VESTAVIA AL 35243-4603
LOCATION: 3527 VALLEY CIR BHAM AL 35243

[111-C-] Baths: 3.0 H/C Sqft: 2,086
 18-034.0 Bed Rooms: 4 Land Sch: L1
 Land: 96,300 Imp: 127,400 Total: 223,700
 Acres: 0.000 Sales Info: 02/01/2010
\$205,000

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

Tax Year : 2015

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

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$221,300.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$96,290
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 001 111 \$127,400

TOTAL MARKET VALUE [APPR. VALUE: \$223,700]: \$223,690

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER

[201001-26827](#)

[258-494](#)

DATE

02/03/2010

08/26/1966

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/2/2014	2014	CORELOGIC INC	\$1,061.21
11/8/2013	2013	BAC TAX SERVICES CORPORATION	\$1,061.21
11/16/2012	2012	BAC TAX SERVICES CORPORATION	\$1,060.72
20111208	2011	***	\$1,043.69
20101203	2010	***	\$2,183.33
20091231	2009	***	\$725.50
20081231	2008	***	\$740.77
20071231	2007	***	\$858.92
20061222	2006	***	\$619.12
20051231	2005	***	\$610.84
20041230	2004	***	\$570.73
20031231	2003	***	\$466.52
20030103	2002	***	\$471.59
20020115	2001	***	\$377.45
20001231	2000	***	\$370.60
19991231	1999	***	\$370.60
19981231	1998	***	\$223.37
19971231	1997	***	\$223.37
19961231	1996	***	\$223.37

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: April 14, 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.

Paul Harbison - 205-281-6074 - tag = 50 BC 101
Katie Harbison - 256-572-8555 - tag = 1 AW 22 83

EXHIBIT "A"

LOT: 5

BLOCK: 1

SURVEY: Dolly Ridge Estates - Second Addition

RECORDED IN MAP BOOK 76, PAGE 82 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: R1

COMPATIBLE CITY ZONING: Vest. RZ

LEGAL DESCRIPTION (METES AND BOUNDS):

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>Paul Harbison</u>	Lot <u>5</u> Block <u>1</u> Survey <u>Dolly Ridge Estates - 2nd Add.</u>
<u>Frances Harbison</u>	Lot <u>5</u> Block <u>1</u> Survey <u>Dolly Ridge Estates - 2nd Add.</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Paul Harbison 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.

Paul Harbison
Signature of Certifier

Subscribed and sworn before me this the 4th day of April, 2015

Rhonda McClard
Notary Public

My commission expires: 10/18/2017



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): Paul and Katie Harbison

Address: 3527 Valley Circle

City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Olivia Harbison	3		✓	
2.	Hughes Harbison	6 months		✓	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": Olivia - August 2016
Hughes - August 2020

ORDINANCE NUMBER 2587

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Paul and Katie Harbinson dated April 14, 2015, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

3527 Valley Circle
Lot 5, Block 1, Dolly Ridge Estates, Second Sector
Paul and Katie Harbinson

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

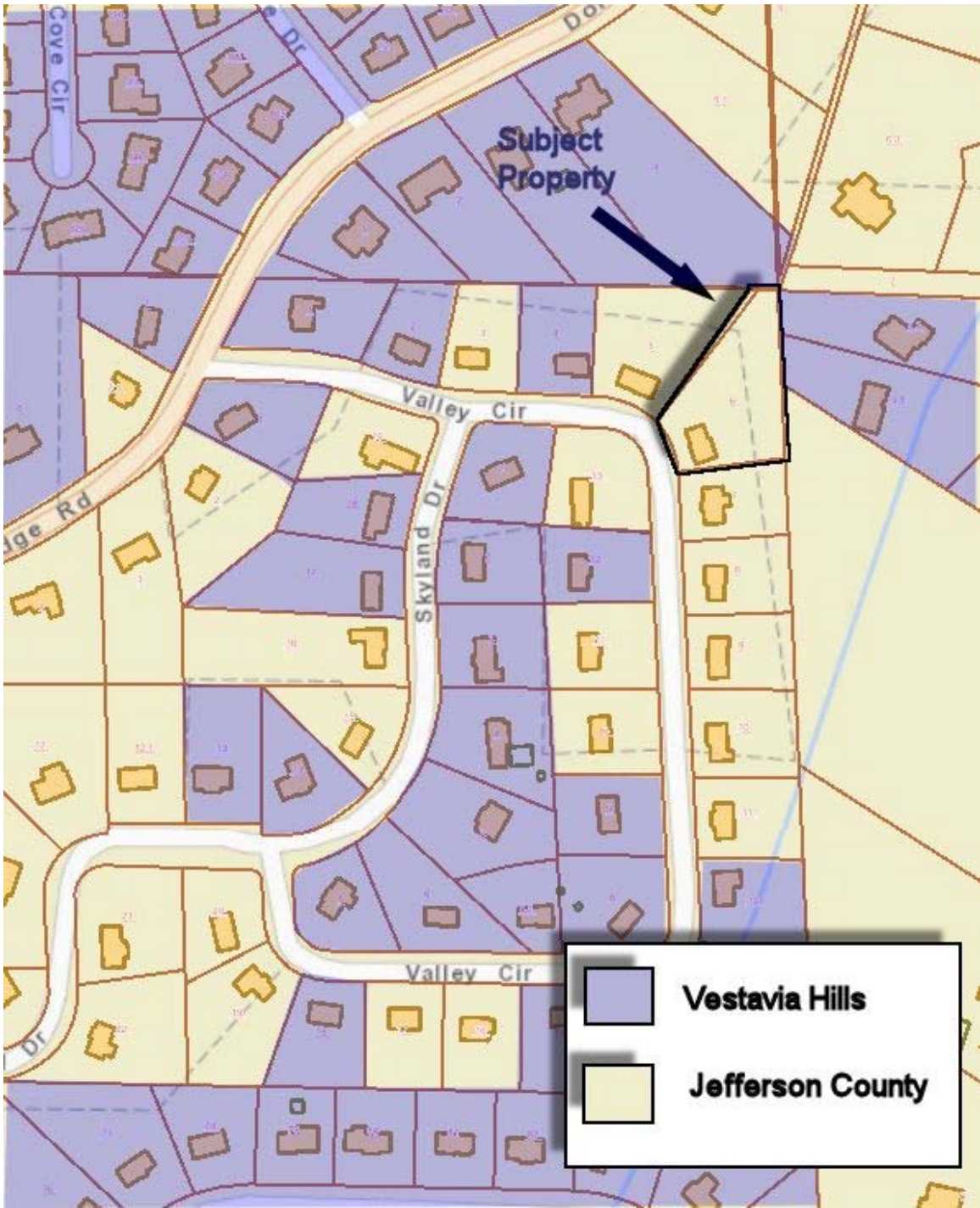
Rebecca Leavings
City Clerk

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 # 2587 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 14th day of September, 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



RESOLUTION NUMBER 4747

**A RESOLUTION PROPOSING THE ANNEXATION
OF CERTAIN TERRITORY TO THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA.**

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 25, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 14th day of September, 2015; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 23rd day of September, 2015.

2. That on the 28th day of December, 2015, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4747 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

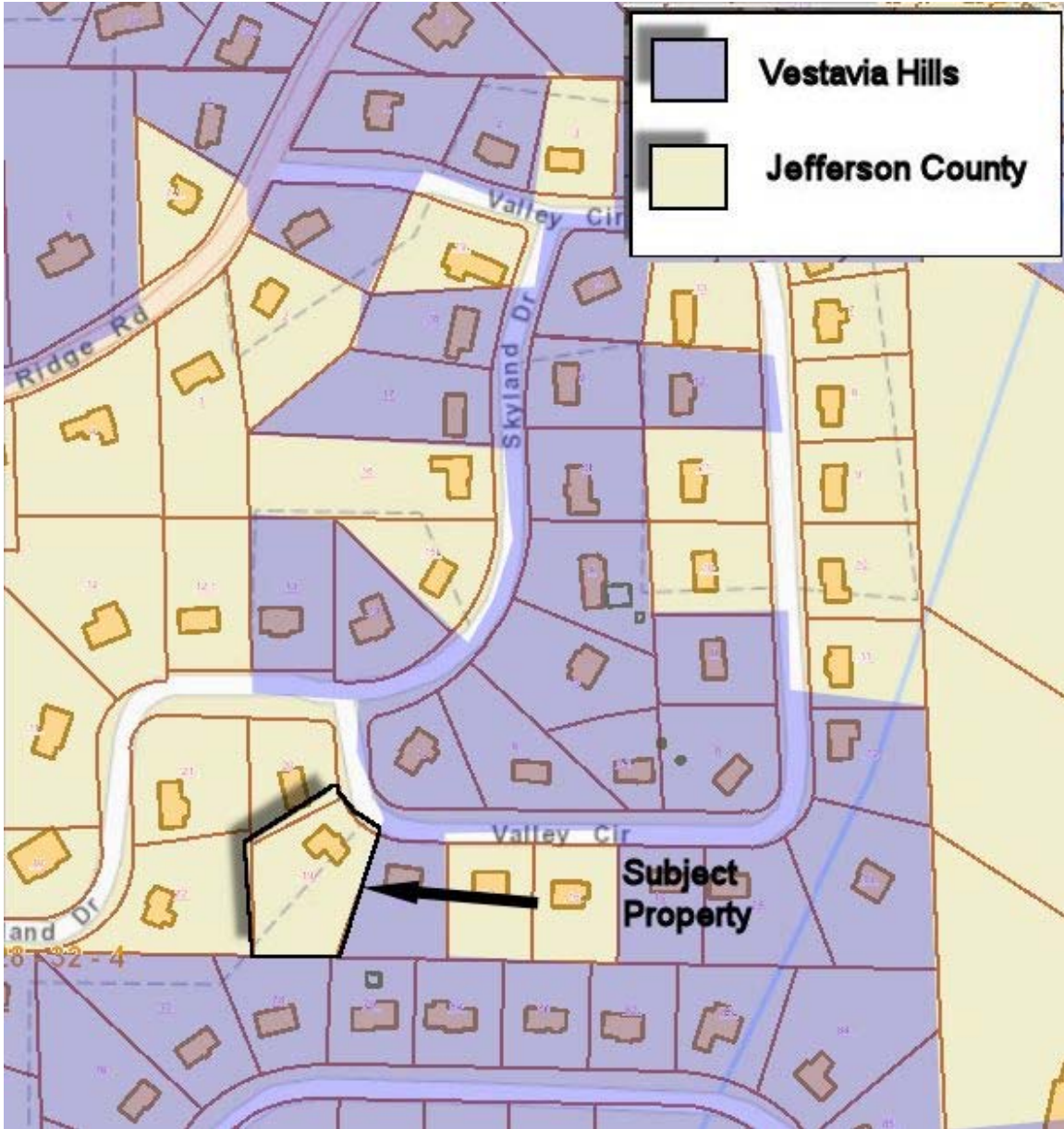
3579 Valley Circle
Lot 18, Block 1, Amended Map of Dolly Ridge Estates, 2nd Addition
P. David Deusner, Owner(s)

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 3579 Valley Circle

Owners: David Deusener

Date: 8-25-15

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 will need Resurfacing in near future

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 238,300. 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 22 Number in city 11

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: 3579 Valley Circle

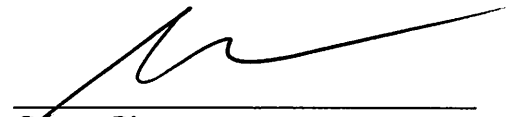
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes No _____ Comment _____

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: Road will need Resurfacing in near future

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

Other Comments: _____



George Pierce
Chairman

EXHIBIT "C"

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

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: 3579 Valley Circle

Engineering: _____ Date: _____ Initials: _____

3579 Valley Circle – no major concerns noted; roadway is in fair to poor condition and will need to be resurfaced in near future; 18" concrete drainage pipe is in good condition.

Public Services: _____

Comments: _____

Police Department: _____ Date: 8-7-15 Initials: 

Comments: _____

Fire Department: _____ Date: 8/12/15 Initials: 

Comments: _____

PARCEL #: 28 00 32 4 001 019.000
OWNER: DEUSNER PHILIP D
ADDRESS: 3579 VALLEY CIR BIRMINGHAM AL 35243
LOCATION: 3579 VALLEY CIR BHAM AL 35243

[111-C0] Baths: 4.0 H/C Sqft: 2,399
 18-034.0 Bed Rooms: 4 Land Sch: G1
 Land: 80,500 Imp: 160,800 Total: 241,300
 Acres: 0.000 Sales Info: 09/28/2012
 \$239,000

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

Tax Year : 2015 ▾

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
 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$238,300.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$80,500
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 POOL VINYL 300 29VP300 \$5,900
 BLDG 001 111 \$154,900
 TOTAL MARKET VALUE [APPR. VALUE: \$241,300]: \$241,300
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER

[201217-25417](#) 9/28/2012
[201105-3581](#) 06/14/2011
[200110-8283](#) 08/24/2001

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
201217-25417	9/28/2012	12/2/2014	2014	CORELOGIC INC	\$1,146.38
201105-3581	06/14/2011	11/19/2013	2013	CORELOGIC INC	\$1,146.38
200110-8283	08/24/2001	10/11/2012	2012	SPARKS LAW FIRM LLC	\$2,118.20
		20111216	2011	***	\$1,015.63
		20101201	2010	***	\$1,062.73
		20091207	2009	***	\$1,062.73
		20090316	2008	***	\$1,124.19
		20080201	2007	***	\$1,196.52
		20061207	2006	***	\$906.91
		20051206	2005	***	\$896.40
		20050215	2004	***	\$870.37
		20040325	2003	***	\$776.68
		20030513	2002	***	\$611.42
		20020212	2001	***	\$568.70
		20001031	2000	***	\$555.20
		19991120	1999	***	\$555.20
		19981125	1998	***	\$391.48
		19971121	1997	***	\$391.48
		19961120	1996	***	\$386.48

STATE OF ALABAMA

_____ COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 2-25-15

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: 18

BLOCK: 1 Amended Map of Dolly Ridge Estates, second edition

SURVEY: _____

RECORDED IN MAP BOOK Volume 76, PAGE 82 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

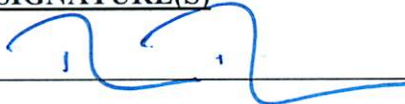
COMPATIBLE CITY ZONING: RI - VNR-2
(Jefferson) (vestavia)

LEGAL DESCRIPTION (METES AND BOUNDS):

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


	Lot <u>18</u> Block <u>1</u> Survey <u>Amended Map Dolly Ridge tracts 2nd Ed.</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

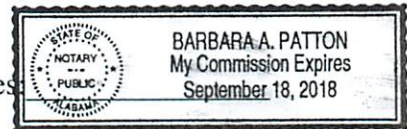


 Signature of Certifier
 DAVID DEUSNER

Subscribed and sworn before me this the 13 day of March, 2015.

Barbara A. Patton
Notary Public

My commission expires



CONTACT INFO:

DAVID DEUSNER
 (D) 205-521-8407
 (C) 323-308-0457
 (e) ddeusner@babc.com

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): Philip David Dausner & Meaghan E. Dausner
Address: 3579 Valley Circle (C): 205-521-8407
City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	shiloh E. Dausner	4	Pre-School 3K	X	
2.	Trevett Bear M. Dausner	18m		X	
3.					
4.					
5.					
6.					

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

ORDINANCE NUMBER 2588

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by P. David Deusner dated February 25, 2015, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

3579 Valley Circle
Lot 18, Block 1, Amended Map of Dolly Ridge Estates, 2nd Addition
P. David Deusner, Owner

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

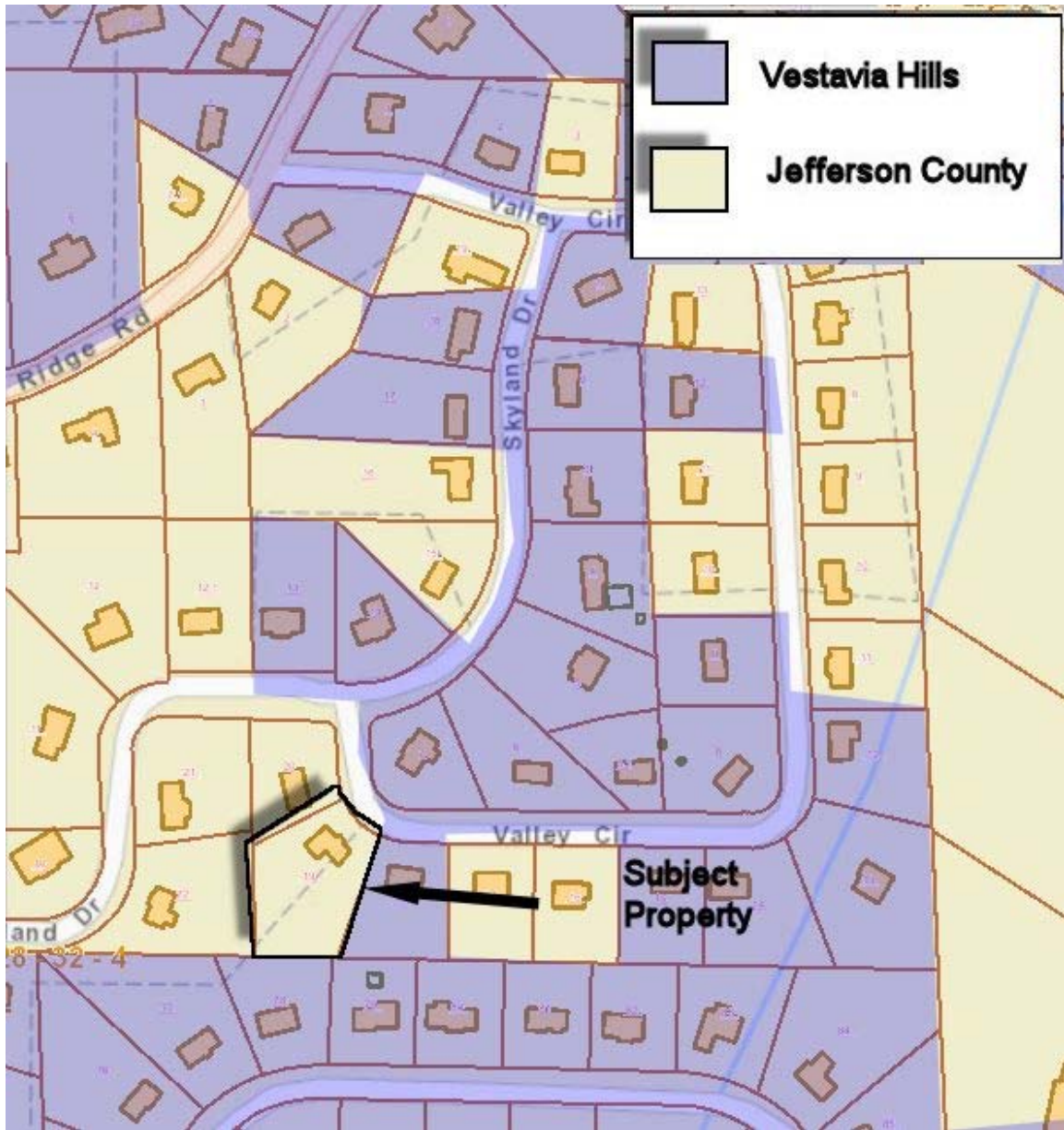
Rebecca Leavings
City Clerk

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 # 2588 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 14th day of September, 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



RESOLUTION NUMBER 4748

**A RESOLUTION PROPOSING THE ANNEXATION
OF CERTAIN TERRITORY TO THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA.**

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated August 11, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 14th day of September, 2015; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 23rd day of September.

2. That on the 28th day of December, 2015, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4748 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2720 Alta View Drive
Tony and Abbie Miller, Owner(s)

More particularly described as follows:

A parcel of land situated in the SW $\frac{1}{4}$ of Section 27 and the SE $\frac{1}{4}$ of Section 28, Township, 18 South, Range 2 West, being more particularly described as follows:

Commence at the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, and run in a southerly direction along the east line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, a distance of 100.00 feet to a point; thence 112 degrees 50' to the right in a northwesterly direction a distance of 165.20 feet to the point of beginning; thence continuing along the last described course a distance of 35.34 feet to a point; thence 7 degrees 53' to the right in a northwesterly direction, a distance of 283.32 feet to a point on the rear line of Lot 16, Altadena Estates; thence 108 degrees 24' 30" to the right in a northeasterly direction along the rear line of Lots 16 & 15, Altadena Estates and its prolongation thereof a distance of 588.51 feet to a point; thence 109 degrees 31' to the right in a southeasterly direction a distance of 190.00 feet to a point; thence 66 degrees 51' to the right in a southwesterly direction a distance of 163.77 feet to a point; thence 13 degrees 58' to the left in a southwesterly direction a distance of 125.65 feet to the point of curve (PC) of a curve to the left having a radius of 202.63 feet, and a central angle of 22 degrees, 20'; thence along the arc of said curve to the left a distance of 78.98 feet to the point of reverse curve, (PRC), thence along the arc of a curve to the right having a radius of 187.11 feet, and a central angle of 24 degrees 08' for a distance of 78.81 feet to the point of beginning.

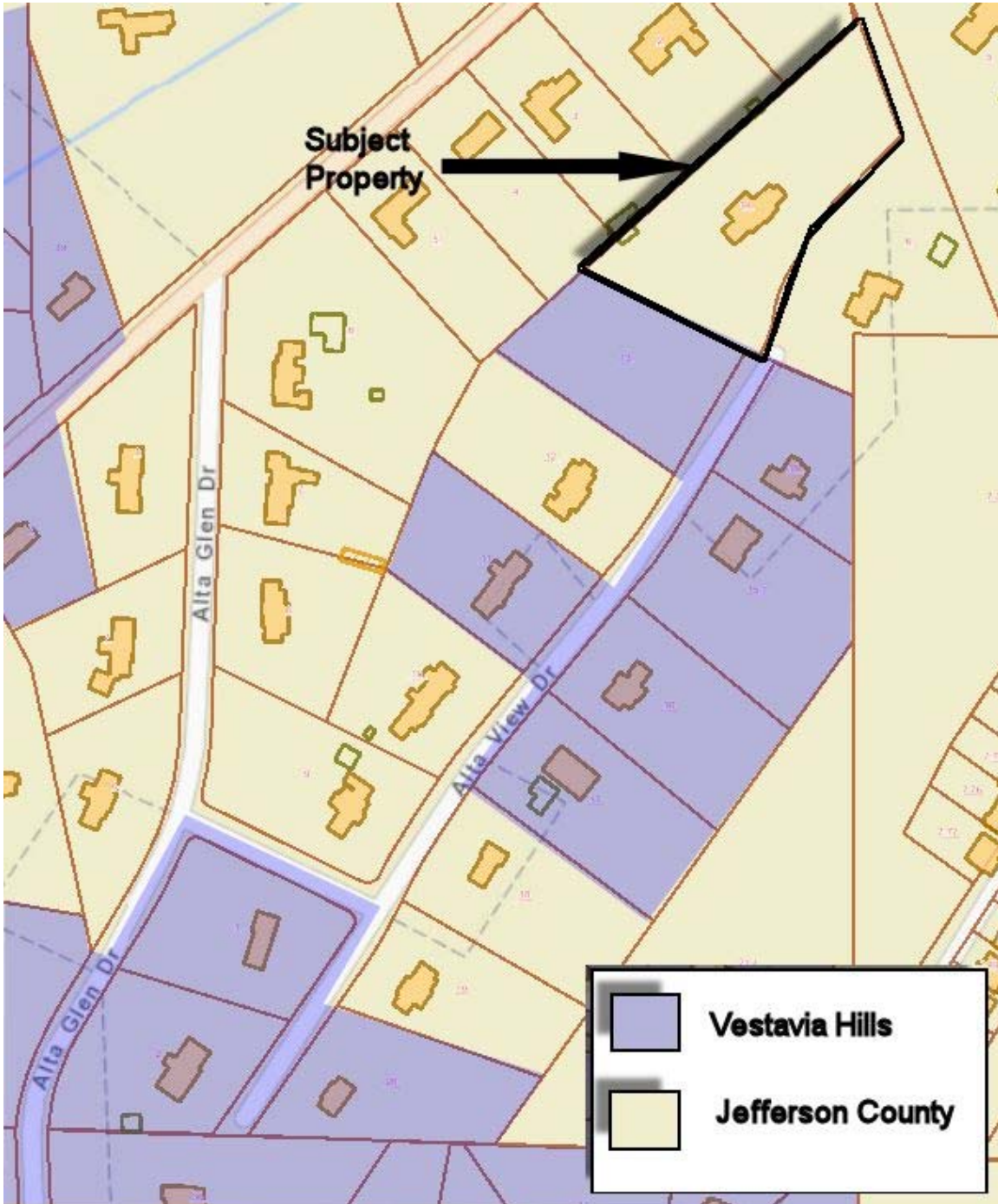
APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings

City Clerk



Annexation Committee Petition Review

Property: 2720 Alta View Drive

Owners: Tony and Abbie Miller

Date: 8-25-15

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 696,000. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 16 Number in city 8
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 _____

EXHIBIT "C"

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

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: 2720 Alta View Drive

Engineering: _____ Date: _____ Initials: _____


_____ *2720 Alta View Drive – no concerns noted; no additional roadway right-of-way inherited by City as part of this annexation – there is a shared 150-ft private drive that serves this and the adjoining lot.*

Public Services:

Comments: _____

Police Department: _____ Date: 8-7-15 Initials: 

Comments: _____

Fire Department: _____ Date: 8/12/15 Initials: 

Comments: _____



**Subject
Property**

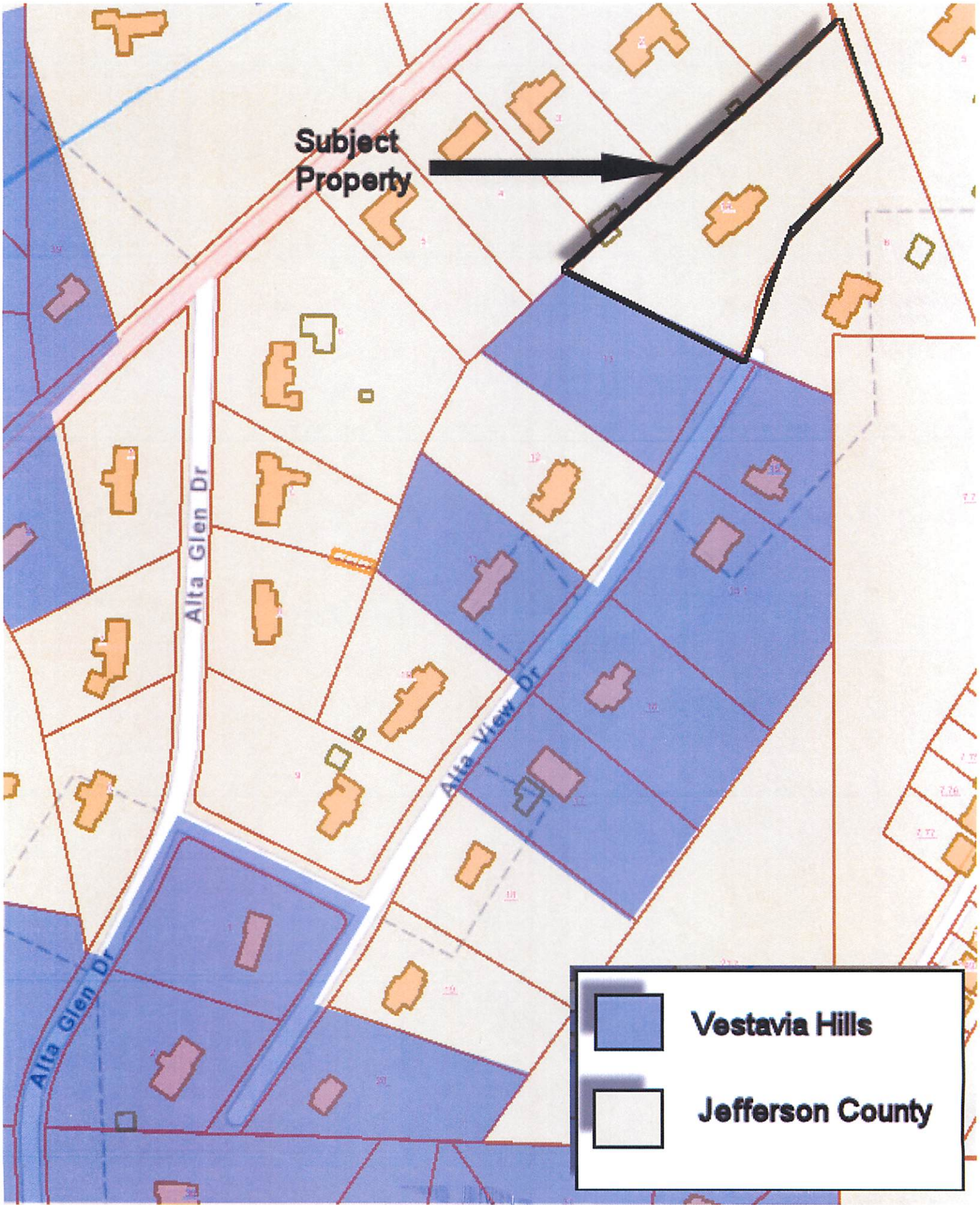


Alta Glen Dr

Alta View Dr

Alta Glen Dr

	Vestavia Hills
	Jefferson County



PARCEL #: 28 00 28 4 003 014.000
OWNER: MILLER TONY G & ABBIE T
ADDRESS: 2720 ALTA VIEW DR VESTAVIA AL 35243-4513
LOCATION: 2720 ALTA VIEW DR BHAM AL 35243

[111-A0] Baths: 5.5 H/C Sqft: 5,724
 18-013.0 Bed Rooms: 6 Land Sch: A114
 Land: 213,900 Imp: 544,700 Total: 758,600
 Acres: 0.000 Sales Info: 06/01/1991
\$350,000

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

Tax Year : 2015

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

VALUE

LAND VALUE 10% \$213,900
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 UTILITY WOOD H 26WDHOM \$200
 PAVING CONCRETE 34PCR04 \$1,700
 POOL GUNITE 80 29G0800 \$9,000
 BLDG 001 111 \$533,800

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$696,000.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$758,600]: \$758,600

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER

[4061-975](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
06/28/1991	12/5/2014	2014	ABBIE T.MILLER	\$3,438.96
	11/19/2013	2013	-	\$3,438.96
	11/21/2012	2012	CORELOGIC INC	\$3,701.48
	20111216	2011	***	\$3,765.61
	20101201	2010	***	\$3,752.59
	20091207	2009	***	\$3,752.59
	20081120	2008	***	\$3,828.25
	20071117	2007	***	\$3,802.69
	20061202	2006	***	\$3,146.38
	20051119	2005	***	\$3,054.19
	20041120	2004	***	\$2,972.54
	20031122	2003	***	\$2,849.29
	20021129	2002	***	\$2,389.87
	20011117	2001	***	\$2,389.87
	20001104	2000	***	\$2,389.87
	19991206	1999	***	\$1,880.36
	19981115	1998	***	\$1,670.13
	19971116	1997	***	\$1,670.13
	19961123	1996	***	\$1,665.13

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 8-011-15

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: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK _____, PAGE _____ IN THE
PROBATE OFFICE OF _____ COUNTY, ALABAMA.

COUNTY ZONING: ESTATE (E-1)

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

LEGAL DESCRIPTION ATTACHED

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>Abbie T. Miller</u>	Lot _____	Block _____	Survey _____
ABBIE T. MILLER	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

ABBIE T. MILLER 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.

Abbie T. Miller
Signature of Certifier
 ABBIE T. MILLER

Subscribed and sworn before me this the 29th day of JULY, 2015.

[Signature]
 Notary Public
 Gene W. Gray, Jr.
 My commission expires: 11/09/18

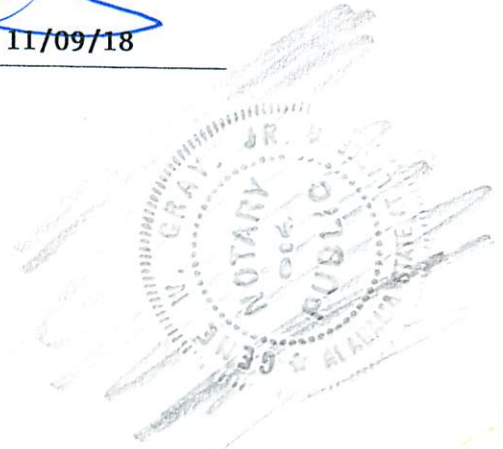


EXHIBIT "B"

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): ABBIE T. MILLER
Address: 2720 Alta View Drive
City: Birmingham State: AL Zip: 35243

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 2589

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Tony and Abbie Miller dated August 1, 2015, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2720 Alta View Drive
Tony and Abbie Miller

More particularly described as follows:

A parcel of land situated in the SW ¼ of Section 27 and the SE ¼ of Section 28, Township, 18 South, Range 2 West, being more particularly described as follows:

Commence at the SE corner of the NE ¼ of the SE ¼ of Section 28, and run in a southerly direction along the east line of the SE ¼ of the SE ¼ of Section 28, a distance of 100.00 feet to a point; thence 112 degrees 50' to the right in a northwesterly direction a distance of 165.20 feet to the point of beginning; thence continuing along the last described course a distance of 35.34 feet to a point; thence 7 degrees 53' to the right in a northwesterly direction, a distance of 283.32 feet to a point on the rear line of Lot 16, Altadena Estates; thence 108 degrees 24' 30" to the right in a northeasterly direction along the rear line of Lots 16 & 15, Altadena Estates and its prolongation thereof a distance of 588.51 feet to a point; thence 109 degrees 31' to the right in a southeasterly direction a distance of 190.00 feet to a point; thence 66 degrees 51' to the right in a southwesterly direction a distance of 163.77 feet to a point; thence 13 degrees 58' to the left in a southwesterly direction a distance of 125.65 feet to the point of curve (PC) of a curve to the left having a radius of 202.63 feet, and a central angle of 22 degrees, 20'; thence along the arc of said curve to the left a distance of 78.98 feet to the point of reverse curve, (PRC), thence along the arc of a curve to the right having a radius of 187.11 feet, and a central angle of 24 degrees 08' for a distance of 78.81 feet to the point of beginning.

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

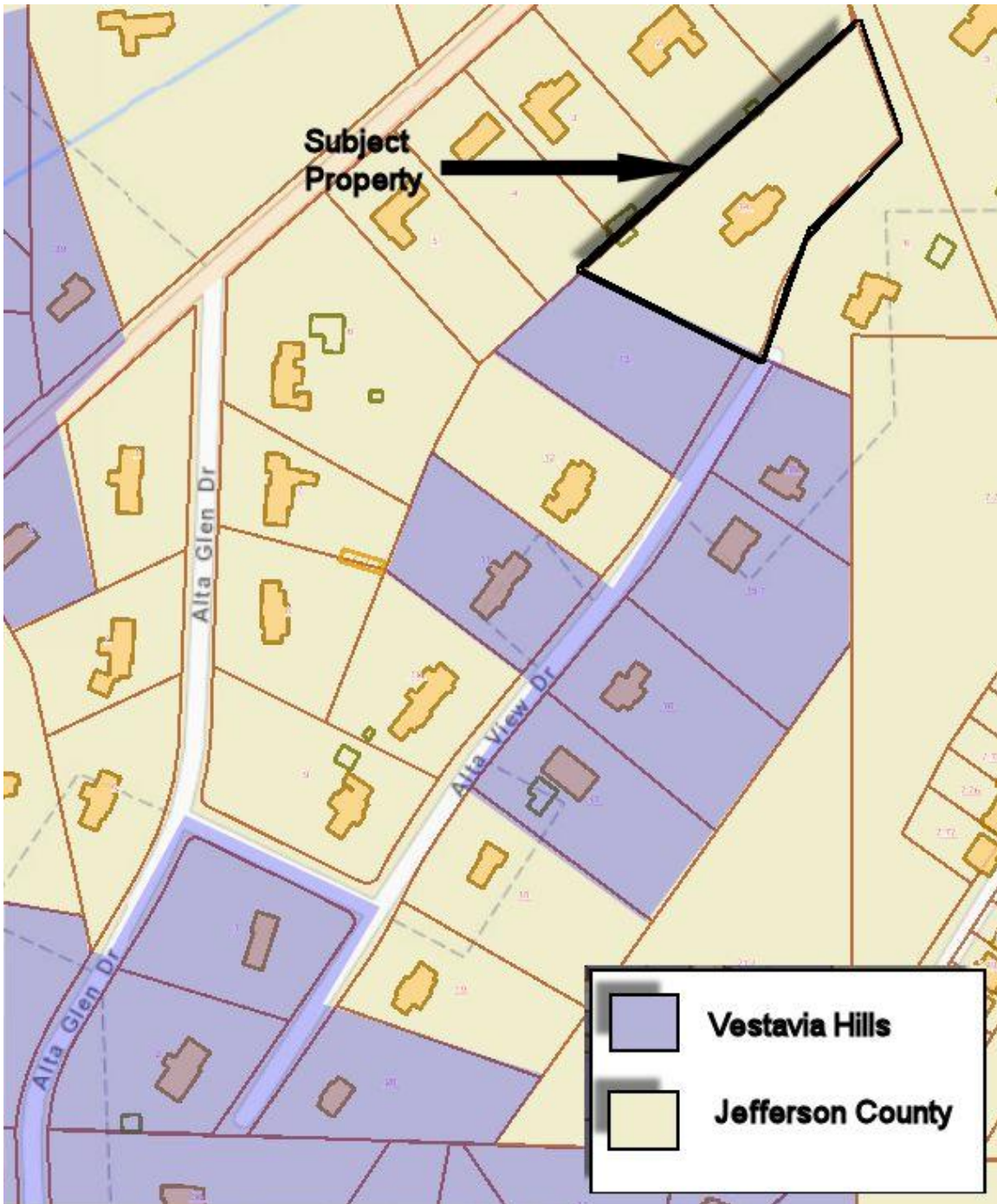
Rebecca Leavings
City Clerk

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 # 2589 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 14th day of September, 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



RESOLUTION NUMBER 4749

**A RESOLUTION PROPOSING THE ANNEXATION
OF CERTAIN TERRITORY TO THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA.**

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated May 15, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 14th day of September, 2015; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 23rd day of September, 2015.

2. That on the 28th day of December, 2015, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4749 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2615 Alta Vista Circle
Lot 6, Altadena Valley Country Club Sector
Bradley and Kelly Belew, Owner(s)

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

Annexation Committee Petition Review

Property: 2615 Alta Vista Circle

Owners: Bradley and Kelly Belew

Date: 8-25-15

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 Improvement in poor condition. Needs resurfacing

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 296,000. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 16 Number in city 6
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: 2615 ALTA VISTA CIRCLE


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: Engineering: Movement is in poor condition, abats RESUR FACING.

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

Other Comments:



George Pierce
Chairman

EXHIBIT "C"

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

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: 2615 Alta Vista Circle

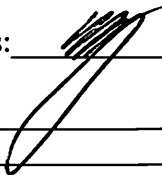
Engineering: _____ Date: _____ Initials: _____

2615 Alta Vista Circle – within Shelby County; pavement is in poor condition and needs resurfacing in near future; this lot sits below street level and has existing drainage concerns with water from street.

Public Services:


Comments: _____

Police Department:

Date: 8-7-15 Initials: 

Comments: _____

Fire Department:

Date: 8/12/15 Initials: 

Comments: _____



SHELBY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME PROPERTY TAX BOE PERSONAL PROPERTY REDEMPTION

• Search

PARCEL #: 10 2 04 0 001 007.002
OWNER: KREITNER LINDSEY & THOMAS JASON
ADDRESS: 2615 ALTA VISTA CIR BIRMINGHAM AL 35243

Baths: 3.5 H/C Sqft: 2,521
 Land: 80,000 Imp: 222,700 Total: 302,700
 Acres: 0.450 Sales Info: 09/13/2011 \$260,500

• Pay Tax

« Previous Next » [1 / 1 Records]

Tax Year : 2015

• Assessment

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

• Forms

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10% \$80,000
EXEMPT CODE:	10	DISABILITY CODE:	LAND VALUE 20% \$0
MUN CODE:	01 COUNTY	HS YEAR:	2013
SCHOOL DIST:	2	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		
CLASS USE:		CLASS 2	
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	\$296,000.00	BOE VALUE:	0
			111 \$222,700
		CLASS 3	
		BLDG 1	
		TOTAL MARKET VALUE:	\$302,700

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$30,280	\$196.82	\$4,000	\$26.00	\$170.82
COUNTY	3	1	\$30,280	\$227.10	\$2,000	\$15.00	\$212.10
SCHOOL	3	1	\$30,280	\$484.48	\$0	\$0.00	\$484.48
DIST SCHOOL	3	1	\$30,280	\$423.92	\$0	\$0.00	\$423.92
CITY	3	1	\$30,280	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00

ASSD. VALUE: \$30,280.00 \$1,332.32 **GRAND TOTAL: \$1,291.32**

DEEDS

INSTRUMENT NUMBER

- [20141029000341450](#)
- [20110920000277770](#)
- [20110407000108070](#)
- [20020052162000000](#)

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/27/2014		2015		\$0.00
9/13/2011	10/31/2014	2014	TITLESOUTH	\$1,261.40
3/30/2011	11/15/2013	2013	PENNYMAC LOAN SERVICES, LLC	\$1,261.40
9/6/2002	11/19/2012	2012	FLAGSTAR BANK	\$1,152.80
	10/7/2011	2011	MCLEOD & ASSOCIATES FILE#110347	\$1,301.88
	11/10/2010	2010	BAC TAX SERVICES	\$1,322.12
	11/9/2009	2009	BAC TAX SERVICES CORPORATION	\$1,155.80
	11/12/2008	2008	COUNTRYWIDE TAX SERVICES CORP	\$1,166.36
	11/16/2007	2007	COUNTRYWIDE	\$1,163.72
	11/17/2006	2006	COUNTRYWIDE	\$1,081.00
	11/18/2005	2005	COUNTRYWIDE HOME LOANS	\$2,104.96
	11/16/2004	2004	COUNTRYWIDE	\$264.00

- QUICK LINKS**
- PTC Info
 - Assessment
 - Collection
 - Property Deeds
 - Millage Rate
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 - Get Adobe Reader
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DON ARMSTRONG
Property Tax Commissioner

SHELBY COUNTY
102 Depot Street
Columbiana, AL 35051
(205) 670-6900



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STATE OF ALABAMA

Shelby COUNTY

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

Date of Petition: 5/15/15

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 Shelby 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.

5/15/15

Blackbeard@gmail.com

cell 205-704-2090

office 205-702-2150

EXHIBIT "A"

LOT: 6

BLOCK: Altadena Valley Country Club Sector

SURVEY: _____

RECORDED IN MAP BOOK 4, PAGE 71 IN THE
PROBATE OFFICE OF Shelby COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

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>[Signature]</u>	Lot <u>6</u> Block _____ Survey <u>Mapbook 4, page 71</u>
<u>Kelly Belen</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Shelby COUNTY

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

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 11 day of May, 20 15.

Cynthia C. Moore
Notary Public

My commission expires: 2/2/19



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): Bradley J. & Kelly D. Belaw

Address: 2615 Alta Vista Circle

City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Charles Conner Belaw	15	9	X	
2.	Daley Walker Belaw	13	7	X	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": Already Enrolled in VH Schools

ORDINANCE NUMBER 2590

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Bradley and Kelly Belew dated May 15, 2015, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2615 Alta Vista Circle
Lot 6, Altadena Valley Country Club Sector
Bradley and Kelly Belew

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

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 # 2590 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 14th day of September, 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



RESOLUTION NUMBER 4750

**A RESOLUTION PROPOSING THE ANNEXATION
OF CERTAIN TERRITORY TO THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA.**

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated July 31, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 14th day of September, 2015; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 23rd day of September, 2015.

2. That on the 28th day of December, 2015, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4750 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

4670 Caldwell Mill Road
Brooks and Elisabeth Souders, Owner(s)

More particularly described as follows:

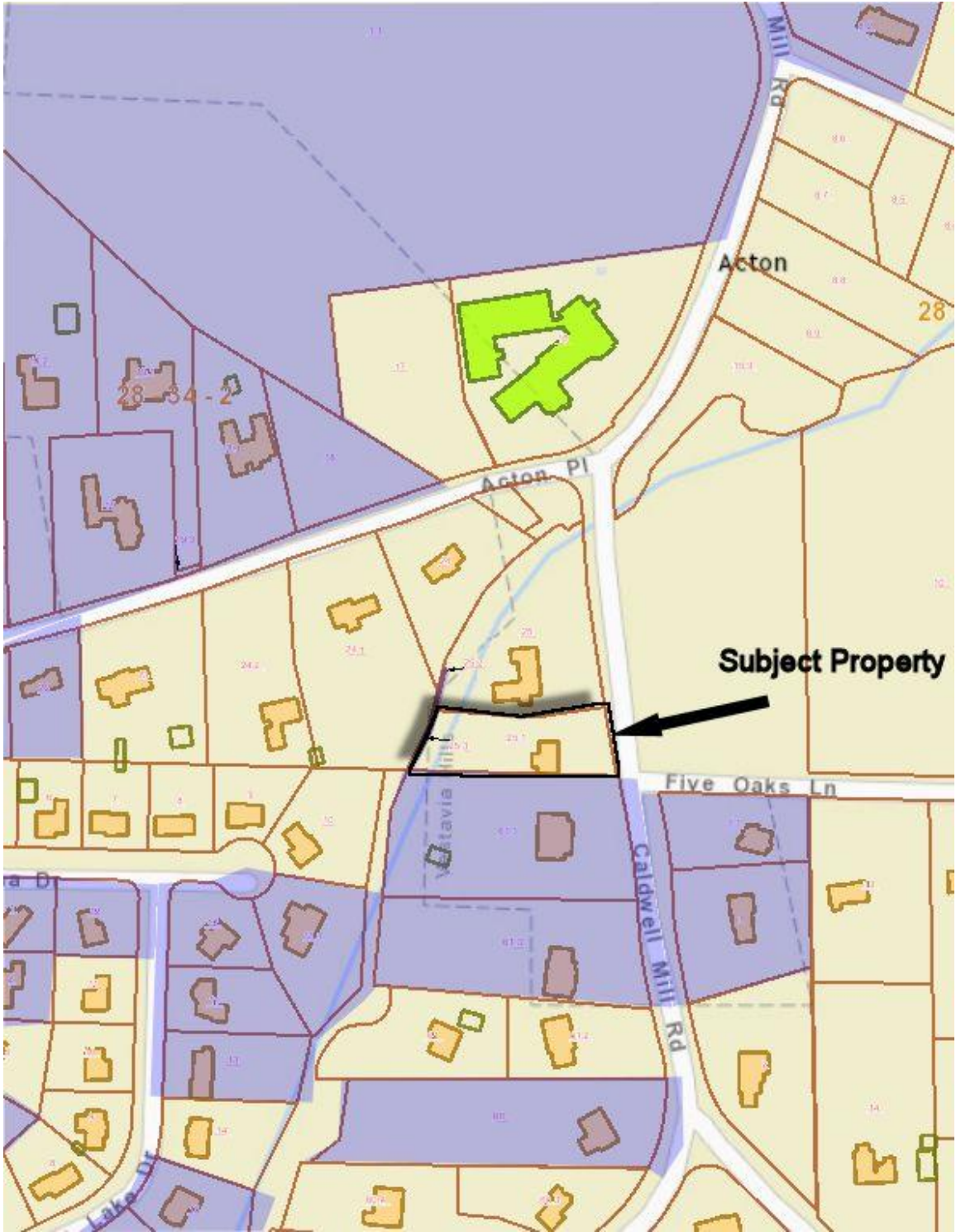
Begin at the SW corner of the SE ¼ of the NW ¼ of Section 34, Township 18 South, Range 2 West; thence run East along the South line of said 1/4-1/4 line for a distance of 650.87 feet to the Point of Beginning; thence continue along the last described course for a distance of 390.47 feet to the centerline of Old Caldwell Mill Road; thence turn 100 degrees 14' 23" left and run Northwesterly along centerline of said Old Caldwell Road for distance of 121.69 feet; thence turn 89 degrees 01' 18" left and run Southwesterly for a distance of 146.88 feet; thence turn 12 degrees 54' 02" right and run Northwesterly for a distance of 175.76 feet to the centerline of a branch; thence turn 61 degrees 58' 34" left and run Southwesterly along centerline of said branch for a distance of 29.13 feet; thence turn 9 degrees 45' 11" left and continue Southwesterly along centerline of said branch a distance of 88.89 feet to the Point of Beginning. Situated in Jefferson County Alabama (Birmingham Division).

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 4670 Caldwell Mill Road

Owners: Brooks and Elisabeth Souders

Date: 8-25-15

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 365,000. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 9 Number in city 5
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: 4670 Caldwell Mill 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 3; Plan to enroll in VH schools Yes _____ No Comments: _____

Other Comments: _____



George Pierce
Chairman

EXHIBIT "C"

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

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: 4670 Caldwell Mill Road

Engineering: Date: _____ Initials: _____

Comments: _____

4670 Caldwell Mill Road – no concerns noted; pavement in good condition.

Public Services: Date: _____

Comments: _____

Police Department: Date: 8-7-15 Initials: 

Comments: _____

Fire Department: Date: 8/12/15 Initials: (SK)

Comments: _____

PARCEL #: 28 00 34 2 000 025.001
OWNER: SOUDERS BROOKS B & ELISABETH C
ADDRESS: 4670 CALDWELL MILL RD BIRMINGHAM AL 35243
LOCATION: 4670 CALDWELL MILL RD AL 35243

[111-B0] Baths: 2.5 H/C Sqft: 2,108
 18-040.0 Bed Rooms: 3 Land Sch: A116
 Land: 116,600 Imp: 191,900 Total: 308,500
 Acres: 0.000 Sales Info: 05/07/2014
\$365,000

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

Tax Year : 2015 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 2015
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$304,900.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$116,640
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 001 111 \$191,900

TOTAL MARKET VALUE [APPR. VALUE: \$308,500]: \$308,540

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER

[201413-5274](#)
[200312-8371](#)
[200010-6526](#)

DATE

5/7/2014
 08/24/2000
 08/24/2000

PAYMENT INFO

PAY DATE TAX YEAR PAID BY AMOUNT

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/5/2014	2014	LERETA	\$1,480.05
1/11/2014	2013	-	\$1,480.05
1/16/2013	2012	HACKNEY LEIGH M	\$1,479.56
20111231	2011	***	\$1,497.60
20101231	2010	***	\$1,491.07
20091231	2009	***	\$1,491.07
20081231	2008	***	\$1,518.13
20071231	2007	***	\$1,513.12
20061231	2006	***	\$1,477.04
20051231	2005	***	\$1,206.50
20041231	2004	***	\$1,129.86
20031231	2003	***	\$1,139.26
20021231	2002	***	\$998.49
20011213	2001	***	\$998.49
20001231	2000	***	\$945.49
19991208	1999	***	\$945.49
19981108	1998	***	\$774.24
19971127	1997	***	\$774.24
19961021	1996	***	\$769.24

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 7/31/15

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: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK 201413, PAGE 5274 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: JEFFERSON

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

brooks.souders@emc.com

243-4343 (c)

970-0005 (h)

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>Brooks B. Sanders</u>	Lot _____ Block _____ Survey _____
<u>Elizabeth Sanders</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

JEFFERSON COUNTY

Brooks Sanders 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.

Brooks B. Sanders
Signature of Certifier

Subscribed and sworn before me this the 31st day of July, 2015.

Kay Russon
Notary Public

My commission expires: November 18, 2016



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): Brooks + Elisabeth Souders

Address: 4670 Caldwell Mill Road

City: Birmingham State: AL Zip: 35243

Information on Children:

Plan to Enroll In
Vestavia Hills School?

	Name(s)	Age	School Grade	Yes	No
1.	Brooks Souders Jr	12			X
2.	Jake Souders	9			X
3.	Mary Katherine Souders	6			X
4.					
5.					
6.					

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

ORDINANCE NUMBER 2591

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Brooks and Elisabeth Souders dated July 31, 2015, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

4670 Caldwell Mill Road
Brooks and Elisabeth Souders

More particularly described as follows:

Begin at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West; thence run East along the South line of said 1/4-1/4 line for a distance of 650.87 feet to the Point of Beginning; thence continue along the last described course for a distance of 390.47 feet to the

centerline of Old Caldwell Mill Road; thence turn 100 degrees 14' 23" left and run Northwesterly along centerline of said Old Caldwell Road for distance of 121.69 feet; thence turn 89 degrees 01' 18" left and run Southwesterly for a distance of 146.88 feet; thence turn 12 degrees 54' 02" right and run Northwesterly for a distance of 175.76 feet to the centerline of a branch; thence turn 61 degrees 58' 34" left and run Southwesterly along centerline of said branch for a distance of 29.13 feet; thence turn 9 degrees 45' 11" left and continue Southwesterly along centerline of said branch a distance of 88.89 feet to the Point of Beginning. Situated in Jefferson County Alabama (Birmingham Division).

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

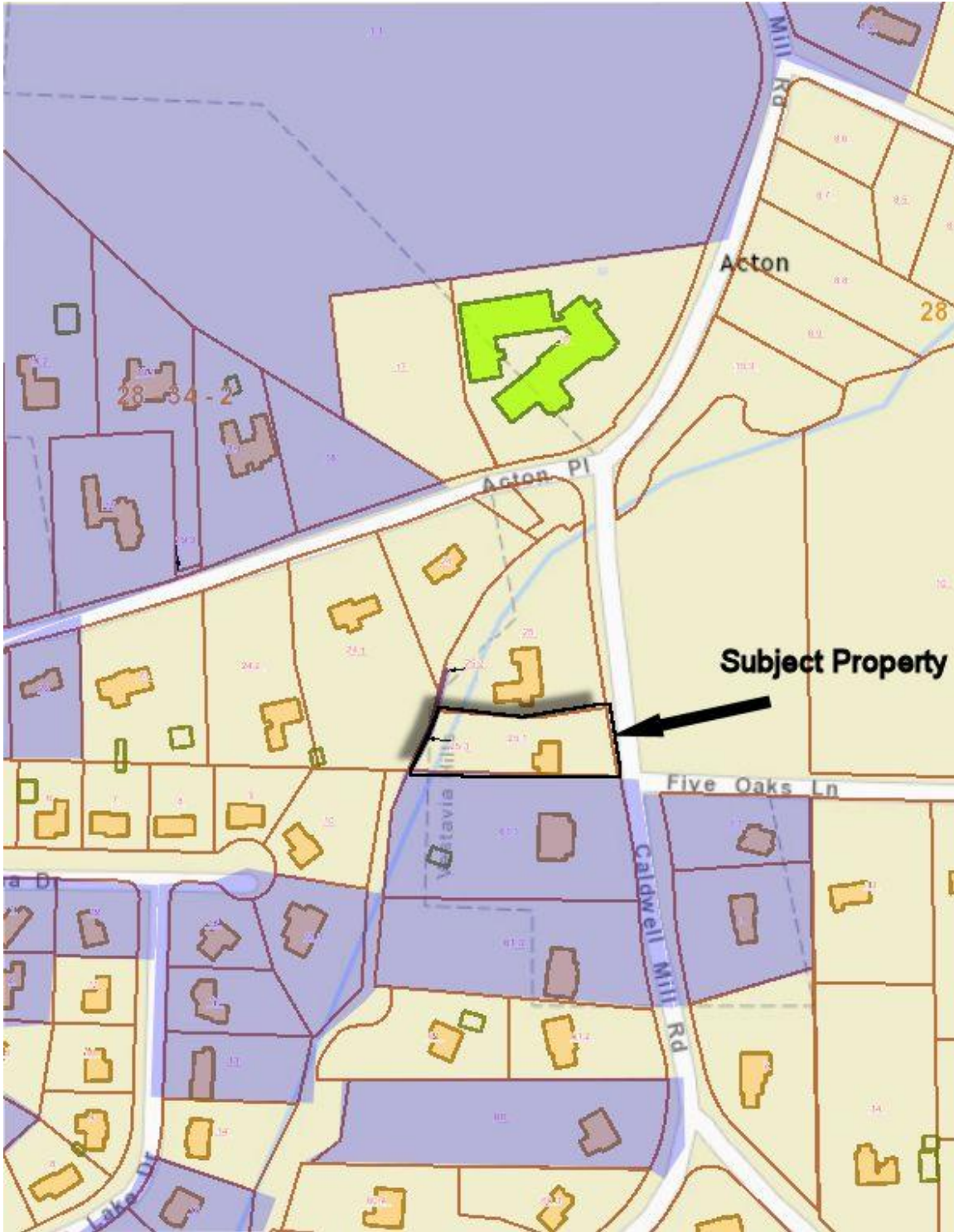
Rebecca Leavings
City Clerk

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 # 2591 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 14th day of September, 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



ORDINANCE NUMBER 2592

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

WHEREAS, on the 28th day of May, 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:

74 +/- acres adjacent to Cahaba River
Freshwater Land Trust, Owner(s)

More Particularly Described As Parcels 1 through 7 as described in Exhibit B attached to and incorporated into this Resolution Number 4713 as though written fully therein.

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 14th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

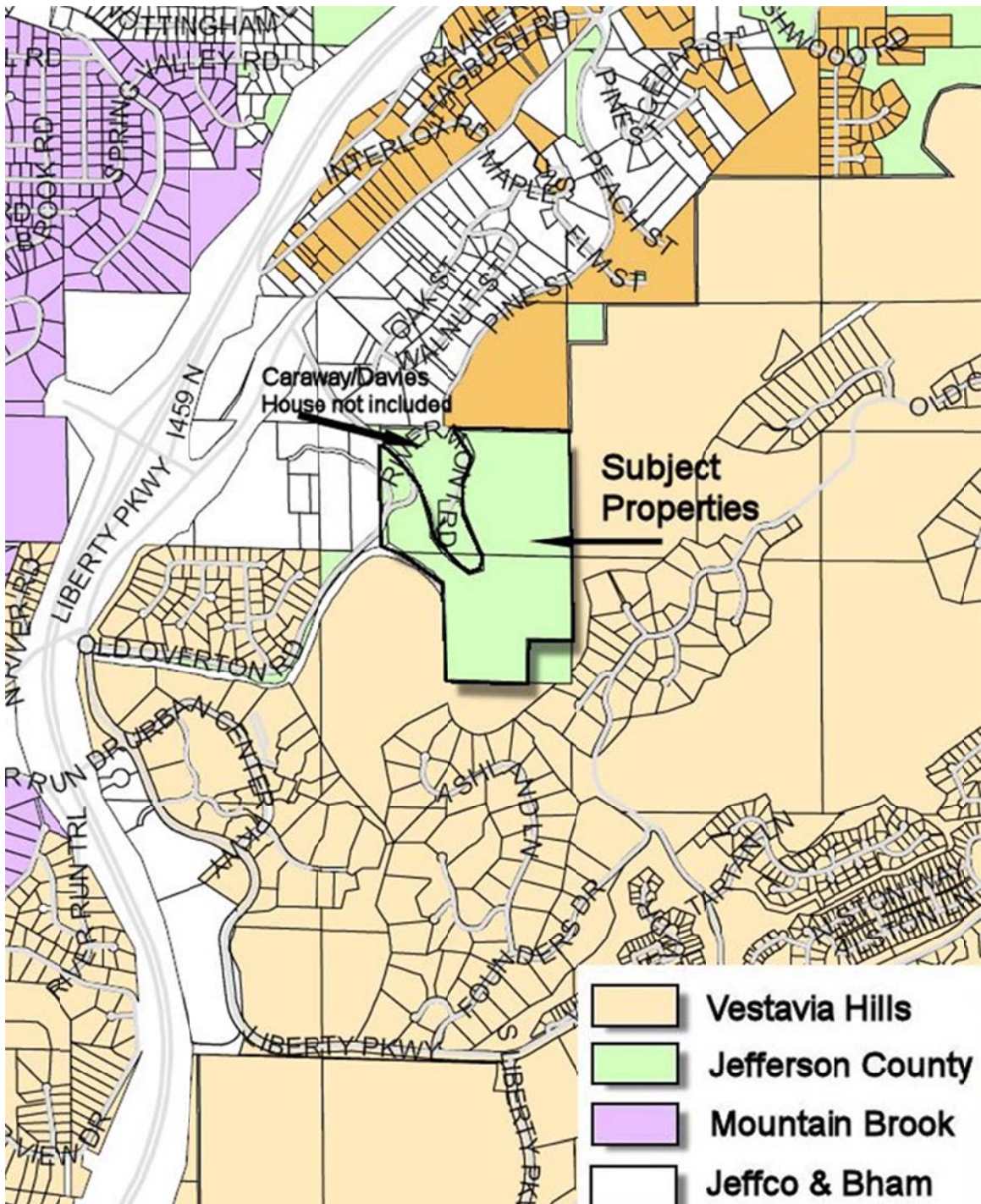
Rebecca Leavings
City Clerk

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 # 2592 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 14th day of September, 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: 74 +/- acres adjacent to Cahaba River

Owners: Freshwater Land Trust, Owners

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 N/A

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 95,500. 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 N/A
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: 74 +/- ACRES Freshwater Land Trust

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: MAINTENANCE OF CANOE LAUNCH AND CITY LIABILITY

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

Other Comments: _____



George Pierce
Chairman

EXHIBIT "B"
LEGAL DESCRIPTIONS

Parcel 1:

Commence at the southeast corner of the southwest quarter of the southeast quarter of Section 1, Township 18 South, Range 2 West, Jefferson County, Alabama, and run North 87 degrees 40 minutes 49 seconds West for 60.00 feet to iron pin feet and also being the POINT OF BEGINNING; thence run North 00 degrees 12 minutes 48 seconds West for 50.77 feet to a point, thence run North 36 degrees 35 minutes 12 seconds West for 159.71 feet to an iron pin, thence run North 04 degrees 59 minutes 53 seconds East for 86.17 feet to an iron pin, thence run North 16 degrees 10 minutes 10 seconds West for 471.89 feet to an iron pin thence run North 86 degrees 09 minutes 43 seconds West for 56.98 feet to an iron pin on the west R.O.W. of Old Overton Road, thence run in a northwesterly direction along the west side of said road for a distance of 565.23 feet to an iron pin, thence run South 04 degrees 46 minutes 57 seconds East for 279.85 feet to an iron pin on the east side of a 40 foot road, thence run in a southeasterly direction along the east side of said road a distance of 436.45 feet to an iron pin also being on the north R.O.W. of Old Overton Road, thence run South 45 degrees 19 minutes 32 seconds East for 42.93 feet to an iron pin on the South R.O.W. of Old Overton Road, thence run in a southwesterly direction along said South R.O.W. of Old Overton Road for a distance of 100.80 feet to an iron pin, thence run South 04 degrees 46 minutes 57 seconds East for 238.24 feet to an iron pin thence run South 54 degrees 49 minutes 11 seconds East for 201.17 feet to an iron pin on the north bank of the Cahaba River, thence run South 87 degrees 40 minutes 49 seconds East for 361.89 feet to the aforementioned POINT OF BEGINNING.

Parcel 2:

Commence at the northwest corner of the southeast quarter of the southeast quarter of Section 1, Township 18 South, Range 2 West, Jefferson County, Alabama, and run South 88 degrees 36 minutes 08 seconds East a distance of 99.67 feet to an iron pin also being the POINT OF BEGINNING; thence run South 60 degrees 45 minutes 07 seconds East for 119.37 feet to an iron pin, thence run South 46 degrees 49 minutes 06 seconds East for 67.68 feet to an iron pin, thence run South 22 degrees 42 minutes 04 seconds East for 63.74 feet to an iron pin, thence run South 27 degrees 27 minutes 08 seconds East for 113.97 feet to an iron pin, thence run South 04 degrees 36 minutes 03 seconds East for 67.28 feet to an iron pin, thence run South 22 degrees 05 minutes 37 seconds West for 331.77 feet to an iron pin, thence run South 09 degrees 28 minutes 13 seconds West for 115.14 feet to an iron pin, thence run South 15 degrees 06 minutes 43 seconds East for 21.22 feet to an iron pin thence run South 87 degrees 40 minutes 49 seconds East for 62.81 feet to an iron pin, thence run North 54 degrees 45 minutes 23 seconds East for 209.84 feet to an iron pin on the west bank of the Cahaba River, thence run in a northeastly direction for 740.84 feet along the West bank of the Cahaba River to an iron pin, thence run North 88 degrees 36 minutes 08 seconds West for 614.41 feet to the aforementioned POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTIONS

Parcel 3:

Commence at the southeast corner of Section 1, Township 18 South, Range 2 West, Jefferson County, Alabama, said point being POINT OF BEGINNING; thence run North 00 degrees 09 minutes 07 seconds West along the east line of said section for 1347.70 feet to an iron pin, thence run North 88 degrees 36 minutes 08 seconds West for 450.65 feet to an iron pin on the east bank of the Cahaba River thence run in a southwesterly direction along said bank of the Cahaba river for a distance of 2036.31 feet to an iron pin on the east bank of the Cahaba River, and the east line of Section 12, Township 18 South Range 2 West, thence run North 00 degrees 01 minutes 02 seconds East for a distance of 92.37 feet to the aforementioned POINT OF BEGINNING.

Parcel 4:

Commence at the northeast corner of Section 12, Township 18 South, Range 2 West, Jefferson County, Alabama, thence run South 00 degrees 01 minutes 02 seconds West along the east line of section 12 for 235.29 feet to an iron pin on the South bank of the Cahaba River said point being the POINT OF BEGINNING; thence continue South 00 degrees 01 minutes 02 seconds West for 629.75 feet to an iron pin, thence run North 87 degrees 40 minutes 57 seconds West for 466.88 feet to an iron pin, thence run South 00 degrees 01 minutes 02 seconds West for 466.88 feet to an iron pin, thence run North 87 degrees 40 minutes 57 seconds West for 801.12 feet to a point on the east bank of the Cahaba River feet thence run in a northeasterly direction along the east bank of the Cahaba River for a distance of 1546.27 feet to an iron pin, thence run North 75 degrees 19 minutes 29 seconds East for 925.80 feet to an iron pin on the South bank of the Cahaba River thence run in a southeasterly direction along the South bank of the Cahaba River for a distance of 478.05 feet to the aforementioned POINT OF BEGINNING.

Parcel 5:

Commence at the northwest corner of the northeast quarter of the northeast quarter of Section 12, Township 18 South, Range 2 West, Jefferson County, Alabama, and run South 00 degrees 00 minutes 24 seconds East a distance of 457.91 feet to a point on the West bank of the Cahaba River also being the POINT OF BEGINNING; thence continue South 00 degrees 00 minutes 24 seconds East for a distance of 658.62 feet to a point on the West bank of the Cahaba River, thence run in a northeasterly, north and northwesterly direction along the west bank of the Cahaba River for a distance of 742.61 feet to the aforementioned POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTIONS

Parcel 6:

Commence at the southeast corner of the southwest quarter of the southeast quarter of Section 1, Township 18 South, Range 2 West, Jefferson County, Alabama, and run South 00 degrees 00 minutes 24 seconds East a distance of 27.83 feet to a capped iron pin also being the POINT OF BEGINNING; thence run South 53 degrees 39 minutes 45 seconds East for 333.59 feet to a capped iron pin, thence run South 75 degrees 19 minutes 30 seconds West for 277.75 feet to a point on the east bank of the Cahaba River, thence run in a northwesterly direction for 531.36 feet along the north bank of the Cahaba River to an iron pin, thence run South 87 degrees 40 minutes 49 seconds East for 361.89 feet to a point, thence run North 00 degrees 12 minutes 48 seconds West for 50.77 feet to a point, thence run South 36 degrees 35 minutes 11 seconds East for 100.91 feet to the aforementioned POINT OF BEGINNING.

Parcel 7:

Commence at the southeast corner of the southwest quarter of the southeast quarter of Section 1, Township 18 South, Range 2 West, Jefferson County, Alabama, and run South 87 degrees 40 minutes 48 seconds East a distance of 422.11 feet to a capped iron pin also being the POINT OF BEGINNING; thence run North 36 degrees 35 minutes 11 seconds West for 64.63 feet to a capped iron pin, thence run North 21 degrees 01 minutes 56 seconds West for 448.11 feet to a capped iron pin, thence run North 15 degrees 06 minutes 39 seconds West for 101.41 feet to a capped iron pin, thence run South 87 degrees 40 minutes 49 seconds East for 62.81 feet to a capped iron pin, thence run North 54 degrees 45 minutes 23 seconds East for 209.84 feet to a point on the west bank of the Cahaba River, thence run in a southeasterly direction for 861.74 feet along the west bank of the Cahaba River to a point, thence run South 75 degrees 19 minutes 30 seconds East for 490.91 feet to a capped iron pin, thence run North 00 degrees 00 minutes 00 seconds East for 168.64 feet to the aforementioned POINT OF BEGINNING.

Annexation Committee Petition Review

Property: 74 +/- acres adjacent to Cahaba River

Owners: Freshwater Land Trust, Owners

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 N/A

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 95,500. 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 N/A
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: 74 +/- ACRES Freshwater Land Trust

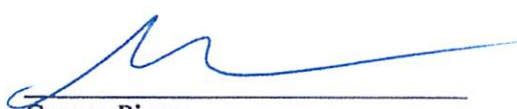
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

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: MAINTENANCE OF CANOE LAUNCH AND CITY LIABILITY

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

Other Comments: _____


George Pierce
Chairman

PARCEL #: 28 00 12 1 000 002.000 Baths: 0.0 H/C Sqft: 0
OWNER: FRESHWATER LAND TRUST 14-025.0 Bed Rooms: 0 Land Sch: A315
ADDRESS: 2308 1ST AVE NORTH BIRMINGHAM AL 35203 Land: 351,000 Imp: 0 Total: 351,000
LOCATION: 3995 OLD OVERTON RD BHAM AL 35210 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2013

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$351,000
EXEMPT CODE: STC2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 01 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00		
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	TOTAL MARKET VALUE [APPR. VALUE: \$351,000]:	\$351,000
CLASS USE:		Assesment Override:	
FOREST ACRES: 0	TAX SALE:	MARKET VALUE:	
PREV YEAR VALUE: \$351,000.00	BOE VALUE: 0	CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$35,100	\$228.15	\$35,100	\$228.15	\$0.00
COUNTY	3	1	\$35,100	\$473.85	\$35,100	\$473.85	\$0.00
SCHOOL	3	1	\$35,100	\$287.82	\$35,100	\$287.82	\$0.00
DIST SCHOOL	3	1	\$35,100	\$0.00	\$35,100	\$0.00	\$0.00
CITY	3	1	\$35,100	\$0.00	\$35,100	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$35,100	\$179.01	\$35,100	\$179.01	\$0.00
SPC SCHOOL2	3	1	\$35,100	\$589.68	\$35,100	\$589.68	\$0.00

TOTAL FEE & INTEREST: (Detail) \$5.09

ASSD. VALUE: \$35,100.00

\$1,758.51

GRAND TOTAL: \$5.09

DEEDS

INSTRUMENT NUMBER

[200805-16843](#)
[200109-8988](#)

DATE

12/07/2006
 08/03/2001

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
1/27/2015	2014	FRESH WATER LAND & TRUST	\$5.00
3/28/2014	2013	RICHARD TUCKER FRESH WATER LAND TRUST	\$5.09
2/14/2013	2012	LD TITLE CO AS ESCROW AGT FOR BLACK WARRIOR-CAHABA RIVERS	\$5.00
20120322	2011	***	\$5.14
20110324	2010	***	\$5.14
20100429	2009	***	\$5.20
20090202	2008	***	\$10.05
20071228	2007	***	\$5.00

PARCEL #: 28 00 01 4 001 016.000
OWNER: FRESHWATER LAND TRUST
ADDRESS: 2308 1ST AVE NORTH BIRMINGHAM AL 35203
LOCATION: 398 PINE ST BIRMINGHAM AL 35210

Baths: **0.0** H/C Sqft: **0**
 14-025.0 Bed Rooms: **0** Land Sch: **A315**
 Land: **292,500** Imp: **0** Total: **292,500**
 Acres: **0.000** Sales Info: **\$0**

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Tax Year : 2013

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3 OVER 65 CODE:	LAND VALUE 10%	\$292,500
EXEMPT CODE:	STC2 DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE:	01 COUNTY HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00		
OVR ASD VALUE:	\$0.00 TOTAL MILLAGE: 50.1	TOTAL MARKET VALUE [APPR. VALUE: \$292,500]:	\$292,500
CLASS USE:		Assesment Override:	
FOREST ACRES:	0 TAX SALE:	MARKET VALUE:	
PREV YEAR VALUE:	\$292,500.00 BOE VALUE: 0	CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$29,260	\$190.19	\$29,260	\$190.19	\$0.00
COUNTY	3	1	\$29,260	\$395.01	\$29,260	\$395.01	\$0.00
SCHOOL	3	1	\$29,260	\$239.93	\$29,260	\$239.93	\$0.00
DIST SCHOOL	3	1	\$29,260	\$0.00	\$29,260	\$0.00	\$0.00
CITY	3	1	\$29,260	\$0.00	\$29,260	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$29,260	\$149.23	\$29,260	\$149.23	\$0.00
SPC SCHOOL2	3	1	\$29,260	\$491.57	\$29,260	\$491.57	\$0.00

TOTAL FEE & INTEREST: (Detail) \$5.09

ASSD. VALUE: \$29,260.00

\$1,465.93

GRAND TOTAL: \$5.09

DEEDS

INSTRUMENT NUMBER

[200805-16843](#)
[200109-8988](#)

DATE

12/07/2006
 08/03/2001

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
1/27/2015	2014	FRESH WATER LAND & TRUST	\$5.00
3/28/2014	2013	RICHARD TUCKER FRESH WATER LAND TRUST	\$5.09
2/14/2013	2012	LD TITLE CO AS ESCROW AGT FOR BLACK WARRIOR-CAHABA RIVERS	\$5.00
20120322	2011	***	\$10.14
20110324	2010	***	\$10.14
20100429	2009	***	\$10.20
20090202	2008	***	\$10.05
20071228	2007	***	\$5.00

PARCEL #: 28 00 01 4 001 016.006
OWNER: FRESHWATER LAND TRUST
ADDRESS: 2308 1ST AVE NORTH BIRMINGHAM AL 35203
LOCATION: 4431 OLD OVERTON RD AL 35210

Baths: **0.0** H/C Sqft: **0**
50-030.0 Bed Rooms: **0** Land Sch: **A315**
 Land: **75,500** Imp: **0** Total: **75,500**
 Acres: **0.000** Sales Info: **\$0**

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

Tax Year : 2013 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: STC2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$75,500
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$75,500.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$75,500]: \$75,500
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$15,100	\$98.15	\$15,100	\$98.15	\$0.00
COUNTY	2	1	\$15,100	\$203.85	\$15,100	\$203.85	\$0.00
SCHOOL	2	1	\$15,100	\$123.82	\$15,100	\$123.82	\$0.00
DIST SCHOOL	2	1	\$15,100	\$0.00	\$15,100	\$0.00	\$0.00
CITY	2	1	\$15,100	\$0.00	\$15,100	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$15,100	\$77.01	\$15,100	\$77.01	\$0.00
SPC SCHOOL2	2	1	\$15,100	\$253.68	\$15,100	\$253.68	\$0.00

TOTAL FEE & INTEREST: (Detail) \$15.28

ASSD. VALUE: \$15,100.00

\$756.51

GRAND TOTAL: \$15.28

DEEDS

INSTRUMENT NUMBER

[200109-8988](#)

DATE
08/03/2001

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
1/27/2015	2014	FRESH WATER LAND & TRUST	\$15.00
3/28/2014	2013	RICHARD TUCKER FRESH WATER LAND TRUST	\$15.28
2/14/2013	2012	LD TITLE CO AS ESCROW AGT FOR BLACK WARRIOR-CAHABA RIVERS	\$15.00
20120322	2011	***	\$15.41
20110324	2010	***	\$15.41
20100429	2009	***	\$15.59
20090202	2008	***	\$20.14
20071228	2007	***	\$15.00

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: January 14, 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.

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>Wendy Jackson</u>	Lot _____ Block _____ Survey <u>N/A</u>
_____	Lot _____ Block _____ Survey <u>N/A</u>
_____	Lot _____ Block _____ Survey <u>N/A</u>

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

STATE OF ALABAMA

Jeffersal COUNTY

Wendy Jackson 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.

Wendy Jackson
Signature of Certifier

Subscribed and sworn before me this the 15 day of January, 2015.

Morgan Lea Curlette
Notary Public

My commission expires: _____

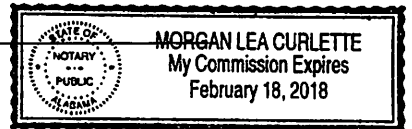


EXHIBIT "B"

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): N/A
Address: _____
City: _____ State: _____ Zip: _____

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	<u>N/A</u>				
2.					
3.					
4.					
5.					
6.					

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

ORDINANCE NUMBER 2593

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 AND VESTAVIA HILLS R-2 TO VESTAVIA HILLS R-9

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County R-1 (residential) and Vestavia Hills R-2 (residential) to Vestavia Hills R-9 (planned residential):

2330, 2342, 2412 Jacobs Road
Anna Steele Properties

More Particularly Described in Attached Legal Description marked as "Exhibit A" attached to and incorporated into this Ordinance Number 2593 as though written fully therein.

BE IT FURTHER ORDAINED that said rezoning is contingent upon the following three conditions:

1. Approval is conditioned upon the preliminary plat submitted;
2. Maintenance covenants will be submitted to the Planning and Zoning Commission with the final plat;
3. Lots 28-30 shall have one shared driveway.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

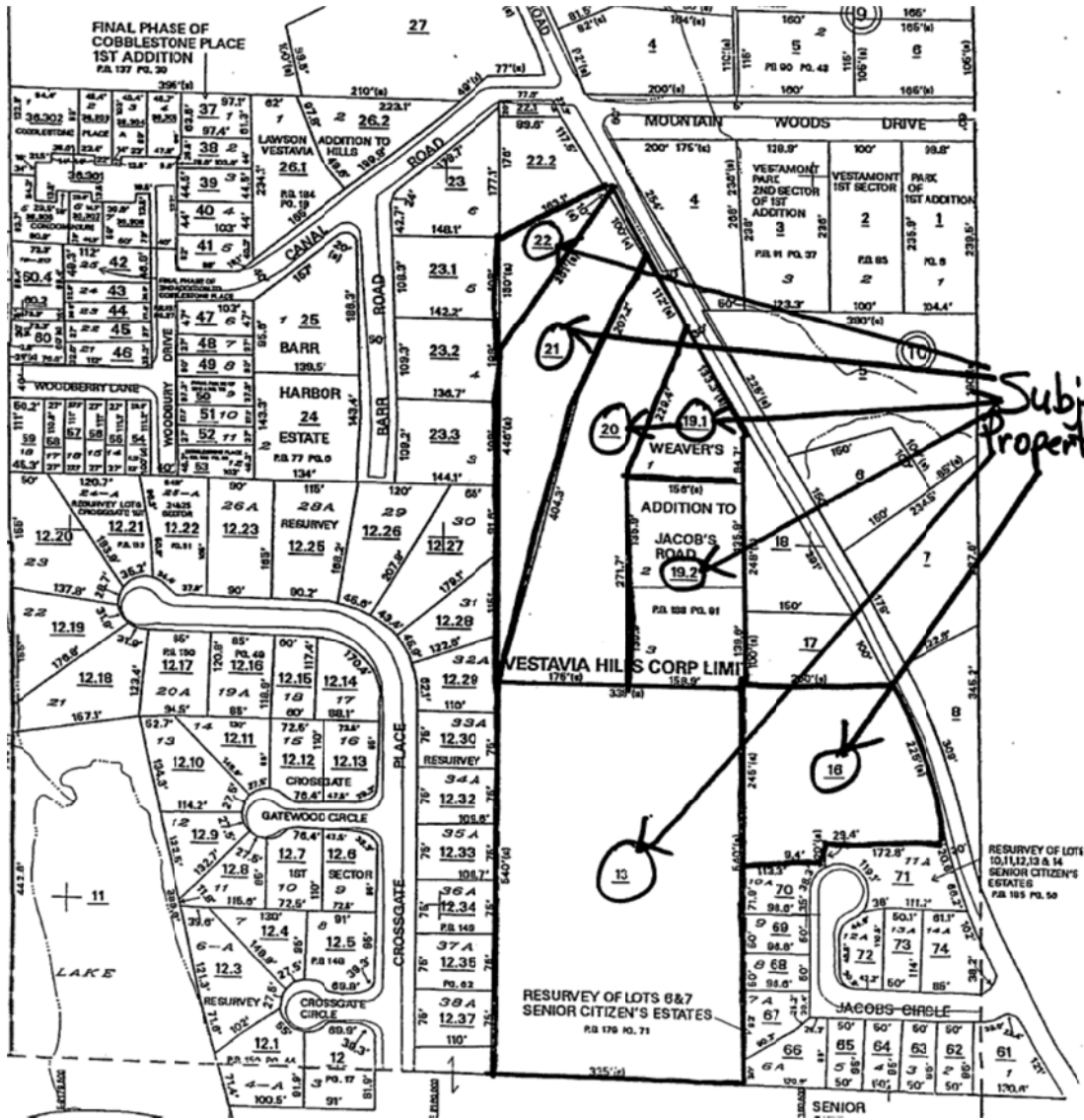
Rebecca Leavings
City Clerk

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 # 2593 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 24th day of 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



OVERALL LEGAL DESCRIPTION

A parcel of land situated in the Southwest quarter of the Northwest quarter of Section 36 Township 18 South Range 3 West and all of lots 1 and 2 of Weavers Addition to Jacobs Road as recorded in the office of Judge of probate in Jefferson County, Alabama Plat Book 198 Page 91, all being more particularly described as follows.

Begin at a found capped rebar, said point marking the Northwest corner of lot 10-A Senior Citizens Estates, as recorded in the Office Of Judge of Probate Jefferson County, Alabama in Map book 178 Page 36; thence run South 00 Degrees 44 Minutes 36 Seconds East along the west line of said subdivision for a distance of 295.39 feet to a found capped rebar said point being on the north line of the Crossgate Subdivision Second Sector as recorded in the office of Judge of Probate Jefferson County, Alabama in Plat book 152 page 41 ; thence run North 89 degrees 18 Minutes 35 seconds West along the north line of said subdivision for a distance of 338.52 feet to a found $\frac{3}{4}$ " rebar; thence run North 00 Degrees 42 Minutes 30 Seconds West along the east line of a Resurvey of lots 32-41 of Crossgate First sector as recorded in the office of Judge of Probate Jefferson County Alabama in Plat book 148 Page 17, for a distance of 539.82 feet to a found capped rebar; thence leaving said subdivision run South 89 Degrees 42 Minutes 11 Seconds East for a distance of 11.09 feet, to a set capped rebar stamped CA-560-LS; thence run North 00 Degrees 40 Minutes 28 Seconds West for a distance of 591.49 feet, to a found capped rebar stamped Weygand; thence run North 63 Degrees 17 Minutes 06 Seconds East for a distance of 163.17 feet, to a found capped rebar stamped Weygand, said point being on the Western most right of way of Jacobs Road; thence run South 30 Degrees 24 Minutes 09 Seconds East, along said right of way for a distance of 344.73 feet, to a found PK nail, said point marking the Northeast corner of Lot-1 Weaver's Addition To Jacob's Road as recorded in the Office Of Judge of Probate Jefferson County, Alabama in Map book 188 Page 91; thence leaving said right of way run South 00 Degrees 39 Minutes 06 Seconds East along the East line of said Subdivision for a distance of 94.71 feet, to a found PK nail; thence run South 00 Degrees 38 Minutes 06 Seconds East along the east line of said subdivision for a distance of 276.32 to a found pk nail; thence run South 88 Degrees 07 Minutes 27 Seconds East for a distance of 5.67 feet to a set capped rebar stamped CA-560-LS; thence run South 01 Degrees 18 Minutes 49 Seconds East for a distance of 2.07 feet to a set capped rebar stamped CA-560-LS, thence run North 75 Degrees 04 Minutes 29 Seconds East for a distance of 7.99 feet to a set capped rebar stamped CA-560-LS; thence run South 89 Degrees 26 Minutes 32 Seconds East for 210.35 feet to a found capped rebar, said point being on the West right of way of Jacobs road, said point also being on a curve turning to the right, said curve having a radius of 1113.12 feet, a central angle of 09 Degrees 20 Minutes 43 Seconds, a cord bearing of South 20 Degrees 28 Minutes 12 Seconds East, and a cord distance of 181.36 feet; thence run along the arc of said curve and along said right of way for a distance of 181.56 feet, to a set capped rebar stamped CA-560LS, said point marking point of tangency of said curve; thence run South 15 Degrees 47 Minutes 50 Seconds East along a line tangent to said curve along said right of way for a distance of 36.86 feet to a set capped rebar stamped CA-560-LS, said point marking the Northeast corner of lot 11-A a resurvey of lots 10-14 senior citizens estates as recorded in the office of Judge of Probate Jefferson County Alabama Plat book 178 page 36; thence run South 86 Degrees 27 Minutes 40 West Seconds along the north line of said subdivision for a distance of 172.86 feet to a found capped rebar; thence run South 03 Degrees 37 Minutes 19 Seconds East along the north line of said subdivision for a distance of 19.97 feet to a found capped rebar; thence run South 86 Degrees 37 Minutes 07 Seconds west along the north line of said subdivision for a distance of 113.27 feet to the Point of Beginning. Said parcel contains 420,404 square feet or 9.65 acres more or less.

P0715-40//29-36-2-2-13

2330, 2342 & 2412 Jacobs Rd.

Rezone to R-9

HCI Jacobs Road, LLC/Anna Steele

Propterties

R-1 & R-2

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

Date: **JULY 9, 2015**

- **CASE: P-0715-40**
- **REQUESTED ACTION:** Rezoning for 2330, 2342, & 2412 Jacobs Rd. from Jefferson County R-1 and Vestavia Hills R-2 to Vestavia Hills R-9 For The Purposes Of Annexation and Preliminary Plat Approval For Thirty New Residential Lots
- **ADDRESS/LOCATION:** 2330, 2342, & 2412 Jacobs Rd.
- **APPLICANT/OWNER:** HCI Jacobs Road, LLC & Anna Steele Properties, LLC
- **REPRESENTING AGENT:** Brian Harris
- **GENERAL DISCUSSION:** Property is primarily undeveloped and un-annexed property adjacent to Jacobs Rd. City Council passed Resolution Number 4701 on 4/2/15 (attached) beginning the 90 day annexation process for the parcel of land which lots 1-27 are situated on. Lots 28-30 are also part of the subdivision but are already within city limits and will be recorded separately as a separate phase.

Lots 1-27 average around a quarter of an acre in size, with lots 28-30 being much larger. The proposed setbacks for lots 1-27 are 15' front, 5' on the side, and 25' in the rear.

Application will continue to City Council on 8/10/15 for potential annexation and rezoning. If approved, applicant will return in September/October for final plat.

- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan for Neighborhood, low/medium density single family development.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation

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

MOTION Mr. Wolfe made a motion to recommend approval 2330, 2342, & 2412 Jacobs Rd. from Jefferson County R-1 and Vestavia Hills R-2 to Vestavia Hills R-9 For The Purposes Of Annexation and Preliminary Plat Approval For Thirty New Residential Lots with the following conditions

1. Approval is conditioned to the preliminary plat submitted;
2. Maintenance covenants will be submitted with final plat;
3. Lots 28-30 will have a shared driveway.

Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

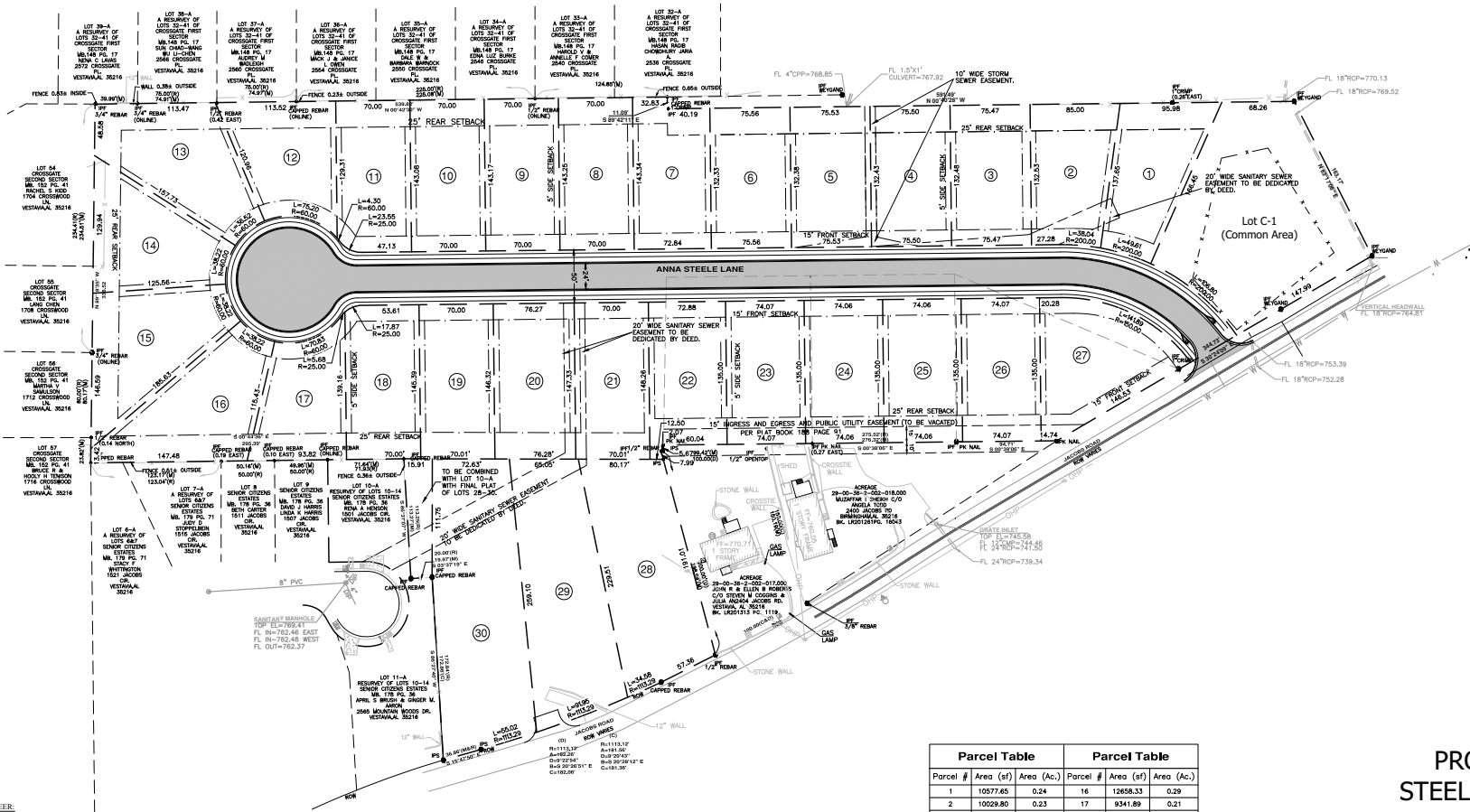
Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Gilchrist – yes	Mr. Sharp – yes
Mr. Wolfe – yes	Mr. House – yes
Mr. Visintainer – yes	Mr. Brooks – yes
Mr. Larson – yes	Motion carried.



SCALE: 1"=50'



GRAPHIC SCALE



Contractor and/or developer are responsible for providing building sites free of drainage problems.

The City of Vestavia Hills is not responsible for the maintenance of any drainage easements shown on this plat outside of the public right-of-way.

No further subdivision of any parcel shown hereon shall be allowed without the prior approval of the City of Vestavia Hills.

According to the Flood Insurance Rate Map (FIRM) County, Alabama (community-panel Jefferson for 010703 0566 H, dated September 3, 2010), number all of the subject property lies within Zone X, defined as "areas determined to be outside the 0.2% annual chance floodplain."

All construction shall be in accordance with the City of Vestavia Hills specifications.

All utilities in the roadway shall be backfilled with stone.

Contractor and/or developer shall be responsible for installation and maintenance of erosion and sedimentation controls during construction for the protection of adjacent properties, roadway and waterways.

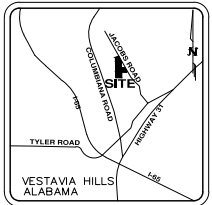
The contractor shall notify the City Engineer's office 48 hours in advance before starting any work within the right-of-way of existing roads or on roads to be dedicated to the county through the subdivision process.

The Homeowners' Association is responsible for preserving and maintaining the common area as permanent open space for recreational use.

Contours and spot elevations shown hereon are on U.S.G.S. datum (NAD 83). Bench Mark PID boxed 012226 and elevation of 586.98.

North arrow and bearings shown hereon are based Transverse Mercator Projection - Alabama West on Zone - NAD 83 adjusted 2011. Using Global Positioning System (GPS) and derived by static observation. Using Base Station Designation: AL 30 CORS A05. PID (Elevated Control Factor: 0.5895426 Convergence Factor: +0 21 25.9)

All lots with double road frontage shall access internal subdivision streets only.



VICINITY MAP (NOT TO SCALE)

Parcel Table			Parcel Table		
Parcel #	Area (sf)	Area (Ac.)	Parcel #	Area (sf)	Area (Ac.)
1	10577.65	0.24	16	12658.33	0.29
2	10029.80	0.23	17	9341.89	0.21
3	10000.00	0.23	19	10209.82	0.23
4	10000.00	0.23	20	11198.37	0.26
5	10000.00	0.23	21	10345.90	0.24
6	10000.00	0.23	22	9999.87	0.23
7	10000.00	0.23	23	9999.28	0.23
8	10030.96	0.23	24	9998.73	0.23
9	10024.71	0.23	25	9998.19	0.23
10	10018.46	0.23	26	9998.88	0.23
11	9917.85	0.23	27	12265.14	0.28
12	10240.74	0.24	28	17672.09	0.41
13	12824.19	0.30	29	18851.82	0.43
14	10868.12	0.25	30	22662.88	0.52
15	12408.94	0.28			

PROPOSED PLAT FOR STEELEMONT SUBDIVISION VESTAVIA HILLS, AL

A RESIDENTIAL COMMUNITY SITUATED IN THE SECTION 36, TOWNSHIP 18 SOUTH, RANGE 3 WEST OF JEFFERSON COUNTY, ALABAMA



GONZALEZ - STRENGTH & ASSOCIATES, INC.
ENGINEERING, LAND PLANNING, SURVEYING, TRAFFIC/TRANSPORTATION
2176 PARKWAY LAKE DRIVE
HOOPERVILLE, ALABAMA 35224

PHONE: (205) 942-2486
FAX: (205) 942-3033
www.Gonzalez-Strength.com



8/11/15

ENGINEER:
BRIAN E. HARRIS, PE
Alabama Registration No. 28296
GONZALEZ STRENGTH & ASSOCIATES, INC.
2176 PARKWAY LAKE DRIVE
BIRMINGHAM, ALABAMA 35244
205-942-2486

SURVEYOR:
DEREK MEADOWS, PLS
Alabama Registration No. 29996
GONZALEZ STRENGTH & ASSOCIATES, INC.
2176 PARKWAY LAKE DRIVE
BIRMINGHAM, ALABAMA 35244
205-942-2486

DEVELOPER:
JORDY HENSON
HCI JACOBS ROAD, LLC
2660 OLD ROCKY RIDGE RD
BIRMINGHAM, ALABAMA 35216
205-978-3970

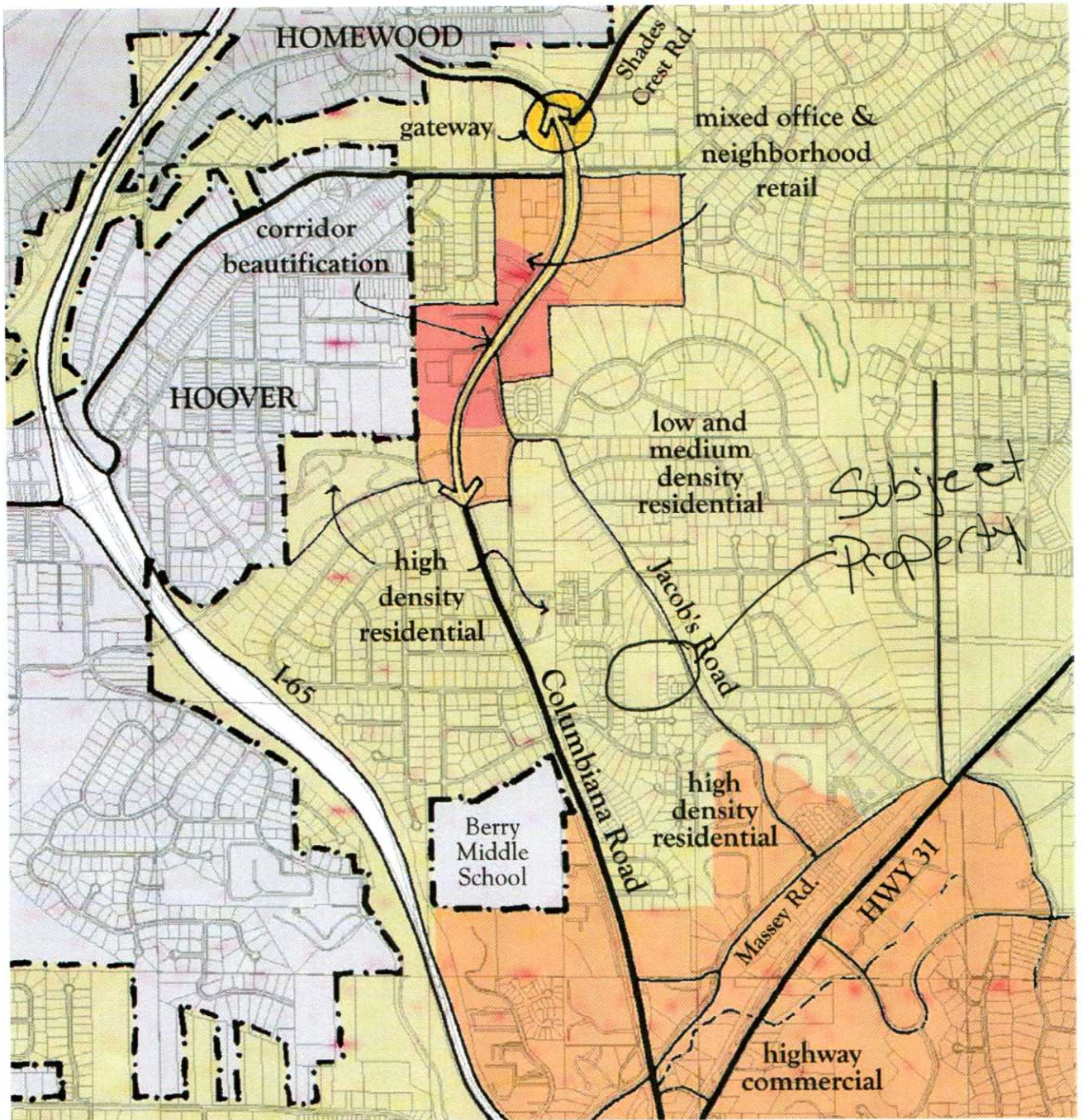


Figure 20: Columbiana Road
Land Use Analysis

- 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.
- 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.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- 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.
- 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.
- 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.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.



ORDINANCE NUMBER 2594

**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:

2330 Jacobs Road
Anna Steele Properties LLC, Owner(s)

A parcel of land situated in the Southwest quarter of the Northwest quarter of Section 36 Township 18 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Beginning at found capped rebar marking the Southwest corner of Lot 6-A, A Resurvey of Lots 6&7, Senior Citizen Estates as recorded in the Office of Judge of Probate in Jefferson County, Alabama in Map Book 179, Page 71, said point also being on the North line of Crossgate Subdivision Second Sector as recorded in the Office of the Judge of Probate in Jefferson County, Alabama in Map Book 152, Page 41; thence run north 89 degrees 18 minutes 35 seconds west along said north line for a distance of 338.52 feet to a found ¾” rebar said point being on the East

line of a Resurvey of Lots 32-41, Crossgate First Sector as recorded in the Office of the Judge of Probate, Jefferson County, Alabama in Map Book 148, Page 17; thence run North 00 degrees 42 minutes 30 seconds west along the west line of said Subdivision for a distance of 539.82 feet to a found capped rebar; thence leaving said subdivision run South 89 Degrees 42 Minutes 11 Seconds East for a distance of 170.17 feet to a found 1" crimped pipe marking the Southwest corner of the Weavers Addition to Jacobs Road Subdivision as recorded in Map Book 188, Page 91; thence run South 89 degrees 01 Seconds 06 minutes east for a distance of 158.30 feet to a found pk nail; thence run South 88 degrees 07 minutes 27 seconds east for a distance of 5.67 feet to a set capped rebar stamped CA-560LS; thence run South 01 degrees 18 minutes 49 Seconds east for a distance of 2.07 feet to a found ½" rebar; thence run North 73 degrees 04 minutes 29 seconds east for a distance of 4.15 feet to a point; thence run South 00 degrees 44 minutes 36 seconds east for a distance of 539.12 feet to the Point of Beginning. Said parcel containing 182,815 square feet or 4.20 acres more or less.

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.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

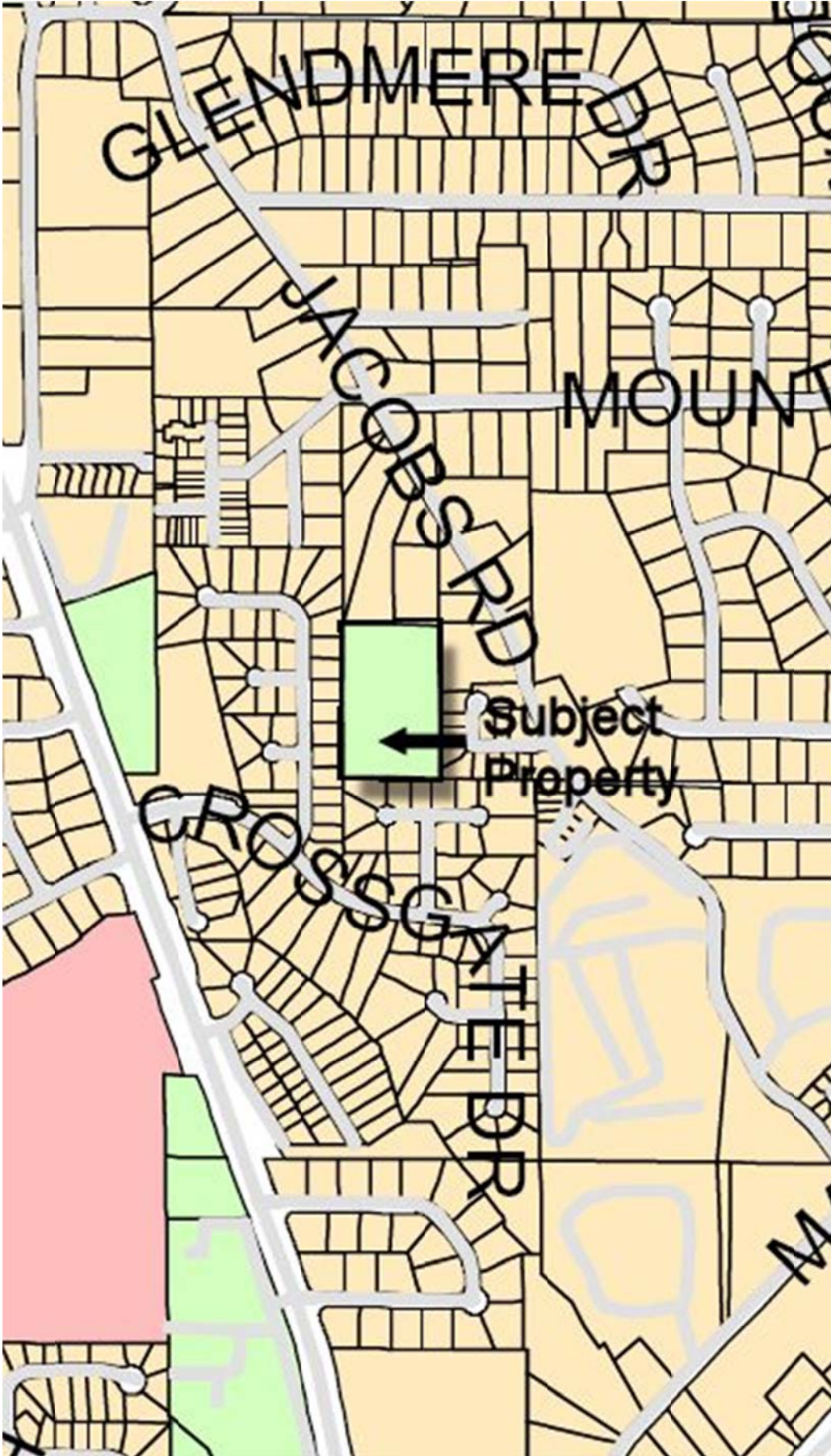
Rebecca Leavings
City Clerk

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 # 2594 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: 2330 Jacobs Road

Owners: Anna Steele Properties LLC (Jordy Henson developer)

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 _____. 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 _____ Number in city N/A
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: 2330 Jacobs 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 _____; Plan to enroll in VH schools Yes _____ No _____ Comments: N/A

Other Comments: Land to be developed
Preliminary lay-out meets Approval


George Pierce
Chairman

PARCEL #: 29 00 36 2 002 013.000
OWNER: ANNA STEELE PROPERTIES LLC
ADDRESS: PO BOX 590069 BIRMINGHAM AL 35259-0069
LOCATION: 2330 JACOBS RD BHAM AL 35216

Baths: **0.0** H/C Sqft: **0**
 Bed Rooms: **0** Land Sch: **A114**
 Land: **135,100** Imp: **0** Total: **135,100**
 Acres: **0.000** Sales Info: **\$0**

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

Tax Year : 2014

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$135,130
 CURRENT USE VALUE [DEACTIVATED] \$0
 TOTAL MARKET VALUE [APPR. VALUE: \$135,100]: \$135,130
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

CLASS USE:

FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$135,100.00 BOE VALUE: 0

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$27,020	\$175.63	\$0	\$0.00	\$175.63
COUNTY	2	1	\$27,020	\$364.77	\$0	\$0.00	\$364.77
SCHOOL	2	1	\$27,020	\$221.56	\$0	\$0.00	\$221.56
DIST SCHOOL	2	1	\$27,020	\$0.00	\$0	\$0.00	\$0.00
CITY	2	1	\$27,020	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$27,020	\$137.80	\$0	\$0.00	\$137.80
SPC SCHOOL2	2	1	\$27,020	\$453.94	\$0	\$0.00	\$453.94

TOTAL FEE & INTEREST: (Detail) \$15.00

ASSD. VALUE: \$27,020.00

\$1,353.70

GRAND TOTAL: \$1,368.70

FULLY PAID

DEEDS

INSTRUMENT NUMBER

[200809-2703](#)

DATE

07/23/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/27/2014	2014	IOLTA ACCOUNT	\$1,368.70
1/31/2014	2013	RITCHEY GEREGORY S	\$1,368.70
10/30/2012	2012	GREGORY AND PAIGE RITCHEY	\$1,368.70
20111109	2011	***	\$1,368.70
20101231	2010	***	\$1,589.14
20091231	2009	***	\$1,589.14
20081119	2008	***	\$1,595.15
20080421	2007	***	\$763.98
20070100	2006	***	\$662.52

*Army Deed \$1,000
 \$1,700*

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 2/12/15

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.

JORDY HENSON
613-1805

EXHIBIT "A"

2330 Jacobs Road, Vestavia Hills, AL 35216

LOT: 29-00-36-2-002-013.000 (Parcel ID - Property is Acreage)

BLOCK: N/A

SURVEY: N/A

RECORDED IN MAP BOOK N/A, PAGE N/A IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R-1

COMPATIBLE CITY ZONING: R-9

LEGAL DESCRIPTION (METES AND BOUNDS):

A parcel of land situated in Southwest quarter of the Northwest quarter of Section 36 Township 18 south Range 3 west Jefferson County Alabama, being more particularly described as follows.

Beginning at found capped rebar marking the Southwest corner of lot 6-A, A Resurvey of Lots 6&7 Senior Citizens Estates as recorded in the Office of Judge of Probate in Jefferson County, Alabama in MB. 179 PG. 71, said point also being on the North line of Crossgate Subdivision Second Sector as recorded in the Office of Judge of Probate in Jefferson County, Alabama in MB. 152 Pg.41; thence run North 89 Degrees 18 Minutes 35 Seconds West along the said north line for a distance of 338.52 feet to a found ¾" rebar said point being on the East line of A Resurvey of Lots 32-41 Crossgate First Sector as recorded in the Office of Judge of Probate in Jefferson County, Alabama in MB. 148 Pg. 17; thence run North 00 Degrees 42 Minutes 30 Seconds West along the west line of said Subdivision for a distance of 539.82 feet to a found capped rebar; thence leaving said subdivision run South 89 Degrees 42 Minutes 11 Seconds East for a distance of 170.17 feet to a found 1" crimped pipe marking the Southwest corner of the Weavers Addition to Jacobs Road Subdivision as recorded in Plat Book 188, Page 91; thence run South 89 Degrees 01 Seconds 06 Minutes East for a distance of 158.30 feet to a found pk nail; thence run South 88 Degrees 07 Minutes 27 East Seconds for a distance of 5.67 feet to a set capped rebar stamped CA-560LS; thence run South 01 Degrees 18 Seconds 49 Seconds East for a distance of 2.07 feet to a found ½" rebar; Thence run North 75 degrees 04 Minutes 29 Seconds East for a distance of 4.15 feet to a point; thence run South 00 degrees 44 Minutes 36 Seconds East for a distance of 539.12 feet to the POINT OF BEGINNING. Said parcel containing 182,815 square feet or 4.20 acres more or less.

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>
By <u>Gregory S. Patey as Manager of Anna Steele Properties, LLC</u>	Described on Exhibit A
<u>Et Manager</u>	2330 Jacobs Road, Vestavia Hills, AL 35216
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

JEFFERSON COUNTY

Gregory S. Patey as Manager of Anna Steele Properties, LLC 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.

Anna Steele Properties, LLC
By Gregory S. Patey
Et Manager
Signature of Certifier

Subscribed and sworn before me this the 12th day of February, 20 15.

Stephan L. Marsa
Notary Public

My commission expires: 3-11-15



ANNA STEELE PROPERTIES, LLC
1910 28th Avenue South
Birmingham, Alabama 35209
(205) 271-3105

Honorable Mayor Alberto C. Zaragoza, Jr.
City Council of Vestavia Hills, Alabama
City of Vestavia Hills
513 Montgomery Hwy
Vestavia Hills, AL 35216

Re: Annexation of Property

Dear Mayor Zaragoza and Council Members:

The undersigned is a manager of Anna Steele Properties, LLC. Please find attached a Petition for Annexation to the City of Vestavia Hills, Alabama, which will be contingent upon the closing on the sale of the subject property by the purchaser, HES Investments, LLC, or its assigns. Please further be advised that all expenses related to the annexation will be the responsibility of HES Investments, LLC, or its assigns, pursuant to an agreement between HES Investments, LLC, or its assigns, and Anna Steele Properties, LLC.

Respectfully submitted,

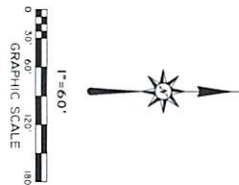
ANNA STEELE PROPERTIES, LLC

Gregory S. Ritchey
Its Manager

GSR/slm
Enclosure



ASSUMPTIONS
 1. PROPERTY WILL BE ANNEXED TO CITY OF VESTAVIA HILLS
 2. PROPERTY WILL BE RE-ZONED TO R-9
 3. COUNTY SEWER IS AVAILABLE.



FOR EXHIBIT ONLY NOT FOR CONSTRUCTION

GONZALEZ - STRENGTH & ASSOCIATES, INC.
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION
 2176 PARKWAY LAKE DRIVE
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 FAX: (205) 942-3033
 www.GonzalezStrength.com

CONCEPT PLAN
JACOB'S ROAD SUBDIVISION
 JACOB'S ROAD
 BIRMINGHAM, ALABAMA
SOLUTION CAPITAL INVESTMENTS, INC
 BIRMINGHAM, ALABAMA

DESIGNED BY B. HARRIS, P.E.	CHECKED BY S. HARRIS, P.E.	SCALE 1"=60'	DATE 1/16/15
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NO.	REVISIONS DESCRIPTION	DATE

Sheet No. 15280104
 CT - 100

RESOLUTION NUMBER 4753

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR CKJ EATERIES LLC D/B/A NEWKS EXPRESS
CAFE 1044; DENNIS JOHN HEY, RAYMOND TODD
JACKSON AND THOMAS DEWEY CROWSON,
EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for CKJ Eateries LLC d/b/a NEWKS Express Cafe 1044, located at 612 Montgomery Highway, Suite 110, Vestavia Hills, Alabama, for the sale of 040 - Retail Beer (On- or Off-Premise) and 060 - Table Wine (On- or-Off Premise); Dennis John Hey, Raymond Todd Jackson and Thomas Dewey Crowson, executives.

APPROVED and ADOPTED this the 14th day of September, 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 - Table Wine (On or Off Premises)

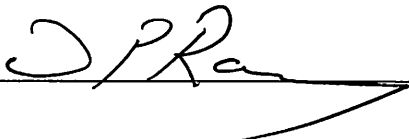
Please find attached information submitted by Dennis John Hey, Raymond Todd Jackson and Thomas Dewey Crowson who request an alcohol license to sell 040 - Retail Beer (On or Off Premise) and 060 - Table Wine (On or Off Premises) at the CKJ Eateries LLC d/b/a NEWKS Express Cafe 1044, 612 Montgomery Highway, Suite 110 , Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 14th day of September, 2015 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed: 



NEW
STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150505110127092



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: NEWKS EXPRESS CAFE 1044 Filing Fee: \$100.00
 Applicant: CKJ EATERIES LLC Transfer Fee:
 Location Address: 612 MONTGOMERY HWY STE 110 VESTAVIA HILLS, AL 35216
 Mailing Address: 3821 LORNA RD STE 107 HOOVER, AL 35244
 County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
 Type Ownership: LLC

Book, Page, or Document info: 102047785A

Date Incorporated: 04/13/2007 State incorporated: MS County Incorporated:

Date of Authority: 06/05/2007 Alabama State Sales Tax ID: R00825167

Name:	Title:	Date and Place of Birth:	Residence Address:
DENNIS JOHN HEY 801887264 - MS	MEMBER	09/23/1940 ST LOUIS MO	1903 45TH COURT MERIDIAN, MS 39305
RAYMOND TODD JACKSON 8083438 - AL	MEMBER	09/30/1974 FAYETTE HOWARD MO	827 STONERIDGE DR HELENA, AL 35080
THOMAS DEWEY CROWSON C62562410160 - FL	MEMBER	01/16/1941 PONTOTOC MS	5016 4TH PLACE MERIDIAN, MS 39305

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: TODD JACKSON
 Business Phone: 225-235-7032
 Fax:

Home Phone: 205-685-5826
 Cell Phone: 225-235-7032
 E-mail: TODD.JACKSON@CKJEATERIES.COM

PREVIOUS LICENSE INFORMATION:
 Trade Name:
 Applicant:

Previous License Number(s)
 License 1:
 License 2:

4753
4754



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150505110127092



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **EXCEL VESTAVIA LLC 205-969-1000**
What is lessors primary business? **REALESTATE**
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: **4800** Display Square Footage:
Building seating capacity: **182** Does Licensed premises include a patio area? **NO**
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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150505110127092



Initial each

Signature page

HS
 HS

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

HS

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.

HS

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.

HS

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.

HS

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): *Heather Smartt*

Signature of Applicant: *Heather Smartt*

Notary Name (print): *Wendy Abbott*

Notary Signature: *Wendy Abbott*

Commission expires: *10-21-18*

Application Taken: *5/5/15* -- App. Inv. Completed:
Submitted to Local Government:
Received in District Office: Reviewed by Supervisor:

Forwarded to District Office: *5/5/15*
Received from Local Government:
Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20150505110127092
Application Payment Confirmation Number: 16897020

Payment Summary		Fee
Application Fee for License 040 and License 060		\$100.00
Total Amount to be Charged		\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
040 - RETAIL BEER (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged		\$150.00	\$300.00
			\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)
License County: JEFFERSON
Business Type: LLC
Trade Name: NEWKS EXPRESS CAFE 1044
Applicant Name: CKJ EATERIES LLC
Location Address: 612 MONTGOMERY HWY STE 110
VESTAVIA HILLS, AL 35216
Mailing Address: 3821 LORNA RD STE 107
HOOVER, AL 35244
Contact Person: TODD JACKSON
Contact Home Phone: 205-685-5826
Contact Business Phone: 225-235-7032
Contact Fax:
Contact Cell Phone: 225-235-7032
Contact Email Address:
Contact Web Address:

RESOLUTION NUMBER 4754

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR ALAN AND ALLEN LLC D/B/A TWISTED
ROOT BURGER CO; GLYNN ALAN HARRISON
AND ADAM CHRISTOPHER ALLEN, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Alan and Allen LLC d/b/a Twisted Root Burger Co, located at 2501 Rocky Ridge Road, Vestavia Hills, Alabama, for the On-Premise sale of 020 - Restaurant Retail Liquor; Glynn Alan Harrison and Adam Christopher Allen, executives.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

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 – 020 - Restaurant Retail Liquor

Please find attached information submitted by Glynn Alan Harrison and Adam Christopher Allen who request an alcohol license to sell 020 - Restaurant Retail Liquor at the Alan and Allen LLC d/b/a Twisted Root Burger Co, 2501 Rocky Ridge Road, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 14th day of September, 2015 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

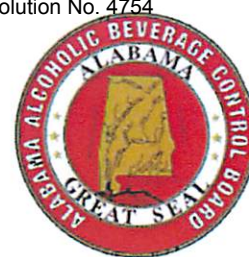
✓	<i>Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>
	<i>Needs further review.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

Reviewed: 



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20150831101514887

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

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

Trade Name: TWITSTED ROOT BURGER CO **Filing Fee:** \$50.00

Applicant: ALAN AND ALLEN LLP **Transfer Fee:**

Location Address: 2501 ROCKY RIDGE RD VESTAVIA HILLS, AL 35243

Mailing Address: 823 E 7TH STREET ANNISTON, AL 36207

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLP

Book, Page, or Document info: 87 PG 460

Date Incorporated: 10/17/2014 **State incorporated:** AL **County Incorporated:** CALHOUN

Date of Authority: 10/17/2014 **Alabama State Sales Tax ID:** R009263463

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

GLYNN ALAN HARRISON 055460783 - GA	OWNER PARTNER	01/06/1982 ATHENS GA	2610 HODGES MILL RD WATKINSVILLE, GA 30621
ADAM CHRISTOPHER ALLEN 7738607 - AL	OWNER PARTNER	09/08/1980 SHREVEPORT LA	823 EAST 7TH STREET ANNISTON, AL 36207

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: ADAM ALLEN

Business Phone: 256-453-4483

Fax:

Home Phone: 256-453-4483

Cell Phone: 256-453-4483

E-mail: ADAM@SPARREF.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: MOES ORIGINAL BARBQUE

Applicant: MOE'S ORIGINAL BBQ BIRMINGHAM LLC

Previous License Number(s)

License 1: 001456337

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150831101514887

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: LEON WOOTEN JR 205-908-6872
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2500 Display Square Footage:
Building seating capacity: 91 Does Licensed premises include a patio area? YES
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150831101514887

Initial each

Signature page

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

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

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.

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.

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.

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): Adam Allen

Signature of Applicant:

Notary Name (print): Wendy Abbott

Notary Signature:

Commission expires: 10-21-18

Application Taken: 8/31/15 App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office: 8/31/15

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20150831101514887**
 Application Payment Confirmation Number: **20160386**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
 License Type 2:
 License County: JEFFERSON
 Business Type: LLP
 Trade Name: **TWITSTED ROOT BURGER CO**
 Applicant Name: **ALAN AND ALLEN LLP**
 Location Address: 2501 ROCKY RIDGE RD
 VESTAVIA HILLS, AL 35243
 Mailing Address: 823 E 7TH STREET
 ANNISTON, AL 36207
 Contact Person: ADAM ALLEN
 Contact Home Phone: 256-453-4483
 Contact Business Phone: 256-453-4483
 Contact Fax:
 Contact Cell Phone: 256-453-4483
 Contact Email Address:
 Contact Web Address:

RESOLUTION NUMBER 4755

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN MB-05 GRADING AND LANDSCAPING PERMIT AND AN MB-06 NEW MAINTENANCE AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR SIGNAGE AND LANDSCAPING AT THE HWY 280/DOLLY RIDGE ROAD INTERSECTION

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 an MB-05 Grading and Landscaping Permit with the Alabama Department of Transportation (“ALDOT”), a copy of which is marked Exhibit A, attached to and incorporated into this Resolution Number 4755 as if written fully therein; and
2. The City Manager is hereby authorized to execute and deliver an MB-06 New Maintenance Agreement with the Alabama Department of Transportation (“ALDOT”), a copy of which is marked Exhibit B, attached to and incorporated into this Resolution Number 4755 as if written fully therein; and
3. This Resolution Number 4755 shall be effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES

September 9, 2015

To: Jeff Downes, City Manager

From: Brian Davis, Director of Public Services

RE: ALDOT Maintenance Agreement for City Signage at US-280/Dolly Ridge Road Intersection

A permit application (ALDOT MB-05 Grading and Landscaping Permit) has been prepared for submission to ALDOT to allow the City of Vestavia Hills to make landscaping improvements in the northeast quadrant of the intersection of US-280 and Dolly Ridge Road to visibly improve the entranceway to Cahaba Heights from the US-280 corridor. Landscaping improvements anticipated are additional shrubs, trees and plantings and possible removal of some small existing trees. An attached exhibit shows the approximate limits of the maintenance area.

A Cooperative Maintenance Agreement between ALDOT and the City of Vestavia Hills (ALDOT MB-06 Agreement for the Cooperative Maintenance of Public Right-of-Way) is required for future maintenance of the landscaping once installed in that intersection quadrant.

An estimated cost for the installation of the proposed landscaping and tree removal is \$2,500.

Please let me know if you have any questions or need additional information.



CITY OF VESTAVIA HILLS TO MAINTAIN IN ALDOT R.O.W.

GUARDRAIL

50' CITY OF VESTAVIA HILLS PRESCRIPTIVE R.O.W. FOR WOODHAVEN DRIVE

US-280

DOLLY RIDGE ROAD

US-280

WOODHAVEN DRIVE

14

1007

1051

1041

15

14

17

11

12

18

19

9

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY**

County Jefferson Permit Number _____
Milepost 3.64 Route Number US-280
Bonding Agency _____ Bond Number _____
Associated Permits and/or Documents MB-06

THIS AGREEMENT is entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Vestavia Hills, hereinafter referred to as the APPLICANT.

WITNESSETH

Whereas, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: Landscaping improvements to include additional shrubs, trees and plantings and possible removal of small trees as necessary to visibly improve the entranceway to Cahaba Heights from the US-280 corridor.

Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.
2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.
3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be topsoiled, and re-vegetated by the APPLICANT in accordance with standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ _____ (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

_____ If the applicant is an incorporated municipality then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the APPLICANT, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

_____ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY**

County Jefferson Permit Number _____

Milepost 3.64 Route Number US-280

Resolution Number _____

Associated Permits and/or Documents MB-05 - Agreement for Grading and/or Landscaping on

Right-of-Way

THIS AGREEMENT, entered into this the ____ day of _____, 20____, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Vestavia Hills herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between in the northeast quadrant of the intersection of US-280 and Dolly Ridge Road (see attached exhibit)

on Route US-280, the APPLICANT agrees to maintain the vegetative cover in the northeast corner of the intersection by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches 4 inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounting of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. Signs used must be in accordance with the latest version of the MUTCD currently in use by ALDOT.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.
4. All work shall be subject to the inspection and approval of ALDOT. Description of the proposed work must accompany this and any associated proposal. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.
5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.
6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.
7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.
8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.
9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations* : and be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.
10. Indemnification Provisions. Please check the appropriate type of applicant:

_____ If the applicant is an incorporated municipality then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of,

connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the APPLICANT, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.
12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.
13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris

Form MB-06
Revised February 2015

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20____.

Name of APPLICANT:

City of Vestavia Hills

WITNESS:

BY _____
Name and Title Date

BY _____
Name and Title Date

BY _____
Name and Title Date

(205) 978-0100
Telephone Number

RECOMMENDED FOR APPROVAL:

District Manager Date

Area Operations Engineer Date

Region Engineer Date

**APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

**By: _____
Maintenance / Region / Area Operations Engineer**

Date: _____

RESOLUTION NUMBER 4756

**AUTHORIZING AND APPROVING AN INCREASE
IN SALARY AND WAGES FOR EMPLOYEES**

**THIS RESOLUTION WAS ADOPTED AND APPROVED BY THE CITY
COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA ON SEPTEMBER
14, 2015.**

WITNESSETH THESE RECITALS

WHEREAS, the City Manager has prepared budgets for the said fiscal year 2015-2016 for a one and one-half-percent (1.5%) across-the-board increase of wages and salaries for all employees; and

WHEREAS, the Council, at its regular scheduled meeting of September 14, 2015, voted to approve a one and one-half-percent (1.5%) across the board increase in wages and salaries for all employees.

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

1. The City Council hereby approves a one and one-half-percent (1.5%) across-the-board increase in wages and salaries for all employees; and
2. Said increase is effective beginning October 1, 2015.

APPROVED and ADOPTED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4757

A RESOLUTION APPROVING FINANCING TERMS FOR CITY VEHICLES THROUGH BRANCH BANKING AND TRUST COMPANY

WHEREAS, The City of Vestavia Hills (“Governmental Entity”) has previously determined to undertake a project for the purchase of various vehicles & equipment (the “Project”) and the Officer of the Governmental Entity responsible for financial affairs of the Governmental Entity (the “Finance Officer”) has now presented a proposal for the financing of such Project.

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

1. The Governmental Entity hereby determines to finance the Project through Branch Banking and Trust Company (“BB&T”), in accordance with the proposal dated September 10, 2015. The amount financed shall not exceed \$509,884.00, the annual interest rate (in the absence of default of change in tax status) shall not exceed 1.86% and the financing term shall not exceed 7 years from closing; and
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Governmental Entity are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as BB&T may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Governmental Entity officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery

constituting conclusive evidence of such officer's final approval of the document's final form.

4. The Governmental Entity shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations under the Financing Documents. The Governmental Entity hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Governmental Entity intends that the adoption of this resolution will be a declaration of the Governmental Entity's official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the BB&T financing described above. The Governmental Entity intends that funds that have been advanced, or that may be advanced, from the Governmental Entity's general fund, or any other Governmental Entity fund related to the Project, for Project costs may be reimbursed from the financing proceeds.
6. The officers of the Governmental Entity and any person or persons designated and authorized by any officer of the Governmental Entity to act in the name and on behalf of the Governmental Entity, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the Governmental Entity such other acts, to pay or cause to be paid on behalf of the Governmental Entity such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Governmental Entity such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the Governmental Entity, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the plan of financing contemplated by the Financing Documents, (b) carry into effect the intent of the provisions of this resolution and the Financing Documents, and (c) demonstrate the validity of the Financing Documents, the absence of any pending or threatened litigation with respect to the Financing Documents and the plan of financing contemplated by the

Financing Documents, and the exemption of interest on the interest payment obligations under the Financing Documents from federal and State of Alabama income taxation.

7. All prior actions of Governmental Entity officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

ADOPTED and APPROVED this the 14th day of September, 2015.

Steve Ammons
Mayor Pro Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

APPROVED BY:

Jeffrey D. Downes,
City Manager

ATTESTED BY:

Rebecca Leavings
City Clerk

SEAL

#	1	2	3	4	5	6	7	8
Bidders	BB&T Bank	Cadence Bank	Hancock Bank	Renaissant Bank	Regions Bank	SouthPoint Bank	SunTrust Leasing	Trustmark National Bk
Vehicles	\$284,884	\$284,884	\$284,884	\$284,884	\$284,884	\$284,884	\$284,884	\$284,884
Heavy Equipment	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
TOTAL LEASE/OAN AMOUNT	\$509,884	\$509,884	\$509,884	\$509,884	\$509,884	\$509,884	\$509,884	\$509,884
Rate - 3 yrs - BQ	1.26%	2.18%	1.50%	2.125%	1.56%	2.28%	2.03%	1.70%
Rate - 7 yrs - BQ	1.86%	2.80%	2.02%	2.355%	2.28%	2.76%	2.68%	2.29%
Rankings	1	7	2	5	3	8	6	4
Combined Percentage Total	3.12%	4.98%	3.52%	4.48%	3.84%	5.04%	4.71%	3.99%
Financial Institutions and Banks Who Didn't Submit Proposals:	Note:							
	BQ = Bank Qualified							
9	BBVA/Compass Bank			BB&T Bank				
10	BancorpSouth			Hancock Bank				
11	First Commercial Bank			Regions Bank				
12	First Partners Bank			Trustmark National Bk				
13	IBERIA Bank			Renaissant Bank				
14	National Bank of Commerce			SunTrust Leasing				
15	MMD Financial, LLC			Cadence Bank				
16	Pinnacle Bank			SouthPoint Bank				
17	ServisFirst Bank							
18	SouthCity Bank							
19	Southlake Capital LLC							
20	Synovus Securities, Inc.							
21	Wells Fargo Bank							

ORDINANCE NO. 2601

CITY OF VESTAVIA HILLS, ALABAMA

For

\$9,205,000
GENERAL OBLIGATION WARRANTS
SERIES 2015

Adopted: September 14, 2015

ORDINANCE NO. 2601

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR
THE PAYMENT OF \$9,205,000 GENERAL OBLIGATION WARRANTS, SERIES 2015**

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

ARTICLE 1

Definitions and Use of Phrases

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(b) All references in this Ordinance to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this Ordinance as originally adopted.

(c) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

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

Authorized Denominations means with respect to all Warrants the amount of \$5,000 and any integral multiple thereof for each maturity.

Beneficial Owner shall have the meaning set forth in Section 4.03(a).

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the principal corporate office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

City means shall mean the City of Vestavia Hills, Alabama and its successors and assigns.

Code means the Internal Revenue Code of 1986, as amended, and all references to specific sections of the Code shall be deemed to include any and all respective successor provisions to such sections.

Continuing Disclosure Agreement means the Continuing Disclosure Agreement dated the date of delivery by the City in favor of the Holders.

Direct Participant or **Direct Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Enabling Law shall mean Section 11-47-2 of the Code of Alabama 1975.

Federal Securities means direct general obligations of the United States of America or any securities on which the payment of the principal and interest are unconditionally guaranteed by the United States of America.

Fiscal Year means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other Fiscal Year as may hereafter be adopted by the City.

Holder when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register.

Indirect Participant or **Indirect Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Interest Payment Date shall mean February 1, 2016 and each August 1 and February 1 thereafter.

Letter of Representation means and includes (i) the Letter of Representation with respect to the Warrants among the City, the Paying Agent and the Securities Depository and (ii) any other or subsequent agreement by whatever name or identification with respect to the Warrants among said parties from time to time in effect.

Official Statement shall have the meaning assigned in Section 3.05(a).

Ordinance means this Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended.

Outstanding when used with respect to Warrants means, as of the date of determination, all Warrants theretofore authenticated and delivered under this Ordinance, except: (1) Warrants theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for whose payment or redemption money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Ordinance or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in accordance with Section 5.02; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Ordinance.

Paying Agent means (i) The Bank of New York Mellon Trust Company, National Association, the bank designated by the City as the paying agent for the Warrant Fund and the paying agent and registrar for the Warrants, and (ii) any successor bank designated as such depository, paying agent and registrar pursuant to Section 10.03 hereof.

Person shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Principal Office of the Paying Agent means the office where the Paying Agent maintains its designated trust office for purposes of this Ordinance, or such other office as shall be designated by the Paying Agent by written notice to the City and the Holders.

Qualified Investments means:

- (a) Federal Securities or a trust or fund consisting of Federal Securities;
- (b) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America:
 - (1) Farmers Home Administration;
 - (2) General Services Administration;
 - (3) U.S. Maritime Administration;
 - (4) Small Business Administration;
 - (5) Government National Mortgage Association (GNMA);
 - (6) U.S. Department of Housing and Urban Development (HUD);
 - (7) Federal Housing Administration (FHA);
- (c) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under the laws of the State of Alabama; or
- (d) any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal or public funds, including without limitation Section 11-81-21 of the Code of Alabama 1975.

Refunded Warrants means the General Obligation Warrants, Series 2008, having stated maturities in 2019 through 2028, inclusive, heretofore issued by the City to finance various capital improvements to the public facilities of the City.

Record Date means, for each Interest Payment Date, the fifteenth day of the month (whether or not a Business Day) next preceding any Interest Payment Date.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2008 Refunding Trust Agreement means the Refunding Trust Agreement dated September 1, 2015 by the City and The Bank of New York Mellon Trust Company, National Association, as paying agent for the Series 2008 Warrants, with respect to the refunding of the Refunded Warrants.

Series 2015 Capital Improvements means capital improvements to the public facilities of the City, including without limitation construction of City Hall.

Tax Certificate and Agreement means that certain Tax Certificate and Agreement delivered by the City with respect to the Warrants on the date of issuance thereof.

Taxable shall mean that interest on the Warrants is includable in the gross income of any Holder thereof in the computation of federal income tax liability. Interest on the Warrants shall not be deemed "Taxable" because interest is includable in any calculation of income for any other type of taxation other than the regular federal tax imposed on income.

Warrant Fund means the fund established pursuant to Section 7.01 hereof.

Warrant Purchase Agreement shall mean the Warrant Purchase Agreement dated August 26, 2015 by the City and The Frazer Lanier Company, Incorporated.

Warrant Registrar means the agent of the City appointed as such pursuant to Section 4.01 for the purpose of registering Warrants and transfers of Warrants.

Warrants means the General Obligation Warrants, Series 2015, dated the date of delivery, authorized to be issued pursuant to the provisions of this Ordinance.

ARTICLE 2

Source of Payment of Warrants

Section 2.01 Source of Payment of Warrants

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the City for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the City are hereby sacredly and irrevocably pledged.

Section 2.02 Officers and Members of the Governing Body of the City Exempt from Individual Liability

By acceptance of a Warrant, the Holder or Beneficial Owner thereof shall have agreed that no recourse under or upon any covenant or agreement of this Ordinance or of any Warrant, or for any

claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the City, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the City as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrants.

ARTICLE 3

The Warrants

Section 3.01 Determinations and Representations Respecting the Warrants

The City, upon evidence duly presented to and considered by it, does hereby find, determine and represent as follows:

(a) It is necessary and desirable and in the public interest for the City to issue the Warrants to provide for the following purposes:

(1) to provide for the refunding of the Refunded Warrants to realize interest costs savings with respect thereto; and

(2) to pay issuance expenses of the Warrants.

(b) The City is not in default with respect to the Refunded Warrants, and no such default is imminent.

(c) The assessed valuation of the taxable property in the City for the preceding fiscal year (ending September 30, 2014) is not less than \$642,023,300, and the total indebtedness of the City chargeable against the debt limitation for the City prescribed by the Constitution of Alabama of 1901 is not more than twenty percent of said assessed valuation.

Section 3.02 Authorization and Description of Warrants

(a) (1) Pursuant to the Constitution and laws of the State of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued a series of warrants in the aggregate principal amount of \$9,205,000 for the purposes set forth in Section 3.01(a).

(2) The Warrants shall be issued pursuant to a Book Entry System.

(b) The Warrants shall be designated "General Obligation Warrants, Series 2015," shall be in fully registered form, without coupons, shall be in Authorized Denominations, shall be numbered for identification as determined by the Paying Agent, and shall be dated the date of delivery.

(c) The Warrants shall mature on February 1 in the following year and in the following principal amount and shall bear interest at the following per annum rate:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$170,000	1.000%
2017	145,000	1.000%
2018	150,000	1.000%
2019	785,000	3.000%
2020	810,000	3.000%
2021	830,000	2.000%
2022	845,000	2.000%
2023	860,000	2.000%
2024	880,000	2.100%
2025	895,000	2.250%
2026	920,000	2.350%
2027	945,000	2.500%
2028	970,000	2.600%

(d) Interest on the Warrants shall be payable on each Interest Payment Date on the basis of a 360-day year of 12 consecutive 30-day months.

(e) The principal of, premium (if any) and interest on the Warrants shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, as provided in this Ordinance and as set forth in the Warrants.

(f) The Warrants are subject to redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice as provided in this Ordinance and as set forth in the Warrants.

(g) The form of the Warrants and the authentication and registration certificates and the assignments appertaining thereto shall be substantially as follows, with appropriate changes, variations and insertions as provided herein; provided that for the purpose of printing the Warrants the face of the Warrants need not include the entire text so long as the paragraphs not appearing on the face of the printed Warrant appear on the reverse side thereof:

UNITED STATES OF AMERICA
STATE OF ALABAMA

CITY OF VESTAVIA HILLS, ALABAMA
GENERAL OBLIGATION WARRANTS
SERIES 2015

No. R-1

DATED DATE:	MATURITY DATE:	INTEREST RATE:	CUSIP:
September __, 2015	February 1, 20__	____%	925479__

The CITY OF VESTAVIA HILLS, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "City"), for value received, hereby acknowledges itself indebted to

CEDE & Co.

or registered assigns in the principal amount of

_____ DOLLARS
(\$ _____)

and hereby orders and directs the Finance Director (or any successor to the duties and functions thereof) of the City to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount on the Maturity Date specified above, and to pay to said payee or registered assigns from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, payable on February 1, 2016 and on February 1 and August 1 in each year thereafter.

Authority for Issuance; Source of Payment and Security; Reference to Ordinance

This warrant is one of a duly authorized issue of \$9,205,000 General Obligation Warrants, Series 2015 (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the state of Alabama and an ordinance and proceedings of the City duly held, passed and conducted (the "Ordinance").

In the Ordinance the City has appointed The Bank of New York Mellon Trust Company, National Association, as the Paying Agent and Warrant Registrar for the Warrants (the "Paying Agent").

Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Ordinance.

The indebtedness evidenced by the Warrants is a general obligation of the City and the full faith and credit of the City are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon.

The Warrants shall never constitute an indebtedness, pecuniary liability, or charge against the general credit or taxing power, of the State of Alabama or any political subdivision thereof except the City.

Reference is hereby made to the Ordinance, copies of which are on file at the Principal Office of the Paying Agent, for a description of the nature and extent of the security afforded by the Ordinance, the rights and duties of the City and the Paying Agent with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of the Warrants are to be made, to and by all of which terms, conditions and provisions of the Ordinance the owner of this Warrant, or of any beneficial interest in this Warrant, by the acquisition hereof, hereby assents and agrees to be bound.

Payment; Warrant Fund

The principal of and interest on the Warrants shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, by the City through the Paying Agent.

During a period in which the Book-Entry System is not in effect for the Warrants: (1) payment of interest on the Warrants shall be made by check or draft mailed by the Paying Agent to the Holders in whose names the Warrants are registered in the Warrant Register maintained by the Paying Agent at close of business on the Record Date (such payments to be deemed timely made if so mailed on the Interest Payment Date or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date); (2) payment of the principal of (and premium, if any, on) the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent; and (3) all such payments of principal of, premium (if any) and interest on the Warrants on behalf of the City or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the City and the Paying Agent to the extent of the amounts so paid.

During a period in which the Book-Entry System is in effect for the Warrants: (1) payments of principal, interest, and redemption premium, if any, with respect to the Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder; provided, that payment of the principal of (and premium, if any, on) such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the Principal Office of the Paying Agent; (2) the Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners; and (3) all such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, premium (if any) and interest on such Warrants on behalf of the City or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the City and the Paying Agent to the extent of the amounts so paid, and the City and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of, premium (if any) and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

The City has established in the Ordinance a special fund designated "Warrant Fund" for the payment of the principal of and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the City, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same shall become due and payable.

Redemption

Optional Redemption

The Warrants will be subject to prior redemption at the option and direction, of the City, as a whole or in part in integral multiples of an Authorized Denomination, on February 1, 2022 or on any date thereafter, in such principal amounts as the City may determine and by lot within a maturity, at a redemption price for each Warrant redeemed equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date, without premium or penalty.

General

Warrants to be redeemed shall be selected by the Securities Depository or Paying Agent as provided in the Ordinance, and redemption thereof shall be effected in the manner, upon the notice, and on the terms and conditions provided in the Ordinance.

Notice meeting the requirements of the Ordinance of the intended redemption of any Warrants shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof.

Warrants (or portions thereof) for the redemption and payment of which provision has been made and notice thereof given all in accordance with the Ordinance shall thereupon cease to be entitled to the benefits of the Ordinance and shall cease to bear interest from and after the date fixed for redemption unless default shall be made in the payment of the redemption price.

Warrants Payable on Redemption Date; Interest to Cease to Accrue after Redemption Date

Notice of redemption having been given as aforesaid, the Warrants to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Warrants will cease to bear interest. Installments of interest due prior to the redemption date will be paid to the registered holders of the Warrants on the relevant record dates.

Registration, Transfer, Exchange; Book Entry System

The Warrants are initially issued in Authorized Denominations pursuant to the Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee. During the period in which the Securities Depository Nominee is the registered owner of the Warrants, purchases and transfers of ownership of beneficial interests in the Warrants will be evidenced by book-entry only, as more particularly provided in the Ordinance.

The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the City and the Paying Agent and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for the Warrants will be discontinued unless a successor securities depository is appointed by the City.

In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the owners of beneficial interests in the Warrants, the Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, and the following provisions with respect to registration, transfer and exchange of the Warrants by the registered owners thereof shall apply, subject to the further conditions set forth in the Series 2013 Warrants Ordinance with respect thereto:

(a) The Warrants may be transferred by the registered owner in person or by authorized attorney, only on the Warrant Register maintained by the Paying Agent and only upon surrender of the Warrant to the Paying Agent for cancellation with a written instrument of transfer acceptable to the Paying Agent executed by the registered owner or his duly authorized attorney, and upon any such transfer, a new Warrant of like tenor shall be issued to the transferee in exchange therefor.

(b) The registered owner of any Warrant in a face amount of more than the smallest Authorized Denomination may surrender the same in exchange for more than one Warrant, each in the principal amount which is an integral multiple of an Authorized Denomination, having the same year of maturity as the Warrant so surrendered and the same aggregate principal amount. The registered owner of two or more Warrants having the same principal maturity may surrender the same in exchange for a single Warrant in the aggregate principal amount of the Warrants so surrendered.

(c) The Paying Agent shall not be required to transfer or exchange any Warrant during the period from the Record Date and the then next succeeding Interest Payment Date; and in the event that any Warrant (or any part thereof) is duly called for redemption, the Paying Agent shall not be required to register or transfer any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

No charge shall be made for the privilege of transfer or exchange, but the registered owner of any Warrant requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

The Ordinance provides that each registered owner of the Warrants, by receiving or accepting the Warrant, consents and agrees and is estopped to deny that, insofar as the City and the Paying Agent are concerned, the Warrant may be transferred only in accordance with the provisions of the Ordinance.

General

The Ordinance provides that, as a condition of, and a consideration of, the issuance of the Warrants, each Holder or Beneficial Owner thereof, by acceptance of a Warrant shall have agreed that no covenant or agreement contained in this warrant or in the Ordinance shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the City or of the Paying Agent in its individual capacity and none of such parties or persons nor any officer executing this warrant shall be liable personally on this warrant or be subject to any personal liability or accountability by reason of the issuance of this warrant.

This warrant shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration inscribed hereon shall have been executed by the Paying Agent by the manual signature of one of its authorized officers.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description, that this warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the authorization, execution, registration and issuance of this warrant and the adoption of the Ordinance, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this warrant, together with all other indebtedness of the City, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the City, acting by and through the City Council of the City as the governing body thereof, has caused this warrant to be executed in its name and on its behalf by the Mayor of the City, has caused its corporate seal to be affixed hereto and the same attested by the City Clerk of the City, and has caused this warrant to be dated the date and year specified above.

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a claim against the City of Vestavia Hills, in the State of Alabama, and the Warrant Fund referred to herein.

Finance Director of the
City of Vestavia Hills, Alabama

AUTHENTICATION AND REGISTRATION DATE: September 17, 2015

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This warrant is hereby authenticated and has been registered by the City of Vestavia Hills, Alabama on the registration books maintained with the Paying Agent in the name of the above registered owner on the Authentication and Registration Date noted above.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION**

By _____
Its Authorized Officer

ASSIGNMENT

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned Paying Agent.

Dated this ____ day of _____, ____.

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

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____
(Authorized Officer)

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

Notice By Securities Depository

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Ordinance referenced in the within Warrant), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Ordinance referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

Section 3.03 Execution, Authentication and Delivery of Warrants

(a) The Warrants shall be executed in the name of and on behalf of the City by signature of the Mayor, shall be sealed with the seal of the City imprinted thereon, and said seal and said Warrants shall be attested by the City Clerk of the City. The Warrants shall be registered by the Finance Director of the City as a claim against the City and the Warrant Fund. The Mayor, the City Clerk and the Finance Director of the City are hereby authorized and directed to so execute, attest and register the Warrants as provided above. All Warrants bearing the signature of officers in office on the date of signing thereof shall be valid and binding obligations, notwithstanding that before the delivery and payment therefor, such officers whose signatures appear thereon shall have ceased to be officers of the City.

(b) The Paying Agent is hereby directed to execute the Authentication and Registration Certificate appearing on each Warrant.

(c) No Warrant issued hereunder shall be the valid and binding obligation of the City unless said Authentication and Registration Certificate shall have been executed as provided herein.

Section 3.04 Sale and Delivery of Warrants; Closing Papers

(a) The Warrants are hereby sold to The Frazer Lanier Company, Incorporated, upon the payment to the City of the purchase price of \$9,230,400.20, being the principal amount thereof less underwriting discount of \$46,025.00 and plus net original issue premium of \$71,425.20. The City has determined that the sale of the Warrants to such purchaser on such terms is most advantageous to the City.

(b) The Warrants shall be delivered to such purchaser through The Depository Trust Company, New York, New York, upon the payment to the City of the aforesaid purchase price. The Mayor and the City Clerk, or either of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrants; the exclusion of the interest on the Warrants from the gross income of the Holders thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The City Clerk shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Ordinance.

Section 3.05 Approval of Official Statement for the Warrants

(a) The Official Statement dated August 26, 2015 (the "Official Statement") with respect to the Warrants in substantially the form and of substantially the content as the Official Statement presented to and considered by the City, is hereby authorized, approved and adopted.

(b) The City does hereby find and determine that the Official Statement is true and correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be

stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Mayor of the City is hereby authorized to date the Official Statement the date of delivery thereof and to execute and deliver the Official Statement for and on behalf of and in the name of the City, with such changes or additions thereto or deletions therefrom as the Mayor may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the City and the Warrants.

(d) The Mayor of the City is authorized and directed to cause distribution of the Official Statement to be made to prospective purchasers of the Warrants.

Section 3.06 Application of Proceeds of Warrants

The net proceeds of the Warrants of \$9,230,400.20 (the principal amount thereof less underwriting discount of \$46,025.00 and plus net original issue premium of \$71,425.20) shall be applied as follows on the date of issuance of the Warrants:

(1) The amount of \$8,585,627.86 shall be delivered to The Bank of New York Mellon Trust Company, National Association, as paying agent, for the payment and retirement of the Refunded Warrants pursuant to the Series 2008 Refunding Trust Agreement; and

(2) The amount of \$567,272.34 shall be held by the City and applied to the payment of the Series 2015 Capital Improvements.

(3) The amount of \$77,500 shall be applied by the City to the payment of the expenses of issuing the Warrants, and any amount thereof remaining after such expenses shall have been paid shall be applied to the payment of the Series 2015 Capital Improvements.

ARTICLE 4

Registration of Warrants

Section 4.01 Registration of Warrants

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided.

(b) The Paying Agent is hereby appointed "Warrant Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

Section 4.02 Registration, Transfer, and Exchange of Warrants; Replacement of Mutilated, Lost, Destroyed or Stolen Warrants

(a) The Warrants will be registered in the names of the Holders thereof on the Warrant Register. The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes whatsoever

whether or not such Warrant be overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

(b) Upon surrender for transfer of any Warrant at the Principal Office of the Paying Agent, the City shall execute, and the Paying Agent shall authenticate, register and deliver, in the name of the designated transferee or transferees, one or more new Warrants of the same series, of any Authorized Denominations and in a principal amount equal to the unpaid or unredeemed portion of the principal of the Warrant so presented.

(c) If and to the extent so provided with respect to the Warrants, at the option of the Holder, Warrants may be exchanged for other Warrants of any Authorized Denomination and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the City shall execute, and the Paying Agent shall authenticate, register and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(d) Every Warrant presented or surrendered for transfer or exchange shall (if so required by the City or the Warrant Registrar) be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the City and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(e) The Paying Agent shall not be required to transfer or exchange any Warrant during the period between the Record Date and the then next succeeding Interest Payment Date; and, in the event that any Warrant (or any part thereof) is duly called for redemption, the Paying Agent shall not be required to transfer or exchange any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(f) All Warrants surrendered upon any exchange or transfer provided for in this Resolution and Order shall be cancelled as provided in Section 4.04.

(g) If (1) any mutilated Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (2) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(h) No charge shall be made for the privilege of transfer or exchange, but the registered owner of any Warrant requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The registered owner of any Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

(i) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the City and be entitled to the same security and benefits under this Resolution and Order as the Warrants surrendered upon such transfer or exchange, and every new Warrant issued

pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone.

(j) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

Section 4.03 Book-Entry System

(a) The Warrants shall be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Warrant to any Person. One Warrant for each maturity will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Warrants are referred to as the "Beneficial Owners". The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Warrants the City and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Warrants for all purposes under this Ordinance, including, without limitation, receipt of all principal of, premium (if any) and interest on the Warrants, receipt of notices, voting, and requesting or directing the Paying Agent or City to take or not to take, or consenting to, certain actions under this Ordinance. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Ordinance to any Direct Participant or Indirect Participant, the City and the Paying Agent shall treat such assignee or assignees as the only registered owner or owners of the Warrants for the purpose of exercising such rights so assigned.

(b) During a period in which the Book-Entry System is in effect for the Warrants, payments of principal, interest, and redemption premium, if any, with respect to such Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representation; provided, that payment of the principal of (and premium, if any, on) such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the Principal Office of the Paying Agent. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, premium (if any) and interest on such Warrants on behalf of the City or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the City and the Paying Agent to the extent of the amounts so paid, and the City and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

(c) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by

Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(d) Redemption notices respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent and redemption of Warrants shall be effected as provided in Article 6.

(e) The City may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Paying Agent serving in the capacity of custodian) to provide for a Book-Entry System or similar method for the registration and transfer of the Warrants.

(f) During a period in which the Book-Entry System is in effect for the Warrants in accordance herewith, the provisions of this Ordinance and such Warrants shall be construed in accordance with the Letter of Representation and to give full effect to such Book-Entry System.

(g) The Beneficial Owners of all the Warrants, by their acquisition of any beneficial interest in a Warrant or Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the City and the Paying Agent shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium (if any) and interest on the Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Ordinance to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

(h) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the City and the Paying Agent and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for the Warrants will be discontinued unless a successor securities depository is appointed by the City.

(i) In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the Warrant Register, the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this Ordinance, and the following provisions with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply.

Section 4.04 Cancellation of Surrendered Warrants

All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. No Warrant shall be authenticated in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this Ordinance. All cancelled Warrants held by the Paying Agent shall be destroyed and certificates thereof furnished to the City.

ARTICLE 5

Payment and Defeasance of Warrants

Section 5.01 Payment of Warrants; Payment Dates; Persons Deemed Owners

(a) The principal of, premium (if any) and interest on the Warrants shall be payable at the Principal Office of the Paying Agent and as provided in this Ordinance and in the Warrants; provided, the final principal payment on such Warrants shall be payable only upon presentation thereof at the Principal Office of the Paying Agent.

(b) If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

(c) The City, the Paying Agent and any agent of the City or the Paying Agent may treat the Person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of, premium (if any) and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

Section 5.02 Defeasance of Warrants

(a) Warrants for the payment or redemption of which moneys shall have been set aside and held by the Paying Agent on the maturity or redemption date thereof shall be deemed to have been paid and no longer Outstanding under this Ordinance.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding under this Ordinance if (1) in case any of said Warrants are to be redeemed on any date prior to their maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give and publish notice of redemption thereof on such date, (2) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of, premium (if any) and interest due and to become due on said Warrants on and prior to the redemption date or maturity date thereof, as the case may be, and (3) in the event said Warrants are not by their terms subject to redemption or payment within the next succeeding 90 days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail a notice to the Holders thereof that the deposit required by clause (2) of

this subsection has been made with the Paying Agent and that said Warrants are deemed to have been paid in accordance with this Section and no longer Outstanding under this Ordinance and stating such maturity or redemption date or dates upon which moneys are to be available for the payment of the principal of and premium (if any) on said Warrants.

(c) Neither Federal Securities nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Warrants; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the City, in Federal Securities maturing at times and in amounts sufficient to pay when due the principal, premium (if any) and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.

(d) Any amounts remaining in the Warrant Fund after payment in full of the Warrants (or provision having been made therefor in accordance with this Article), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the City.

Section 5.03 Expenses of Collection

The City hereby covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all expenses incident to the collection of any unpaid portion thereof, including reasonable attorneys' fees.

ARTICLE 6

Redemption of Warrants

Section 6.01 General Applicability of Article

The Warrants shall be subject to redemption in accordance with their terms and in accordance with this Article.

Section 6.02 Election to Redeem; Notice to Paying Agent

The election of the City to exercise any right of optional redemption shall be given by written notice to the Paying Agent not less than 45 days prior to the proposed redemption date. In case of any redemption at the option of the City of less than all of the principal amount of the Outstanding Warrants, the City shall, at least 60 days prior to the date fixed by the City for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent) notify the Paying Agent of such redemption date and of the principal amount of Warrants to be redeemed.

Section 6.03 Selection of Warrants to be Redeemed

(a) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the City shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate.

(b) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the City shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, by lot or by such method as the Paying Agent shall deem fair and appropriate, the order and amount of Warrants to be redeemed within a maturity.

(c) For all purposes of this Ordinance, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Warrant which has been or is to be redeemed.

Section 6.04 Notice of Redemption

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof. During a period in which the Book-Entry System is in effect, notice of any intended redemption may also be given to each Beneficial Owner, all or portion of the interest of which in such Warrants is to be redeemed, by the Direct Participants and, where appropriate, by the Indirect Participants, pursuant to arrangements among said parties, subject to statutory and regulatory requirements in effect from time to time; provided, however, any Beneficial Owner may waive the requirement of notice as to the redemption of the interest thereof in the Warrants.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and

(5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

Section 6.05 Payment of Redemption Price

Prior to any redemption date, the City shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price.

Section 6.06 Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Warrants shall cease to bear interest. Upon presentation of any such Warrant for redemption, or compliance with the requirements of the Securities Depository with respect to redemption in part, in accordance with said notice such Warrant shall be paid by the City at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Warrants according to the terms of such Warrants and the provisions of this Ordinance.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal of the Warrant to be so redeemed shall, until paid, continue to bear interest from the redemption date at the rate prescribed in such Warrant.

Section 6.07 Warrants Redeemed in Part

(a) During a period in which the Book-Entry System is in effect for the Warrants, the recordation and evidence of any reduction in the aggregate principal amount of the Warrants as a result of the redemption of a portion thereof shall be made in accordance with the Letter of Representation and the rules and procedures of the Securities Depository with respect thereto from time to time in effect.

(b) During a period in which the Book-Entry System is not in effect for the Warrants, unless otherwise provided herein, any Warrant which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent (with, if the City or the Paying Agent requires, due endorsement by, or a written instrument of assignment or transfer in form satisfactory to the City and the Paying Agent duly executed by the Holder thereof or his attorney duly authorized in writing) and the City shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of any Authorized Denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

ARTICLE 7

The Warrant Fund

Section 7.01 The Warrant Fund

(a) (1) There is hereby established a special fund which shall be designated the "Warrant Fund".

(2) The Paying Agent shall be the depository, custodian and disbursing agent for the Warrant Fund.

(3) The money in the Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.

(b) (1) The City shall deposit in the Warrant Fund the following amounts on the following dates:

(i) On or before the twentieth day of each January and July in each year, an amount equal to the interest coming due on the Warrants on the next ensuing Interest Payment Date.

(ii) On or before the twentieth day of each January in each year, an amount equal to the principal maturing or subject to mandatory redemption on the next ensuing principal payment date with respect to the Warrants.

(iii) Any money required to be deposited in the Warrant Fund pursuant to this Ordinance or received by the Paying Agent when accompanied by directions that such money is to be deposited in the Warrant Fund.

(2) The City and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of and interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Warrant Fund shall be applied to the payment of principal of and interest on the Warrants within 12 months from the date of receipt of such income or profits.

(c) (1) The City acknowledges that deposits and transfers to the Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrants as the same shall become due and payable.

(2) If on any principal or interest payment date the amount on deposit in the Warrant Fund is insufficient to pay the principal of and interest on the Warrants due and payable on such date, the City will forthwith pay any such deficiency into the Warrant Fund.

(d) The City hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Warrant Fund to pay the principal of and interest on the Warrants as the same shall become due and payable, whether at maturity or otherwise.

(e) The City shall collect the revenues, income, taxes, assets and resources of the City and the City shall promptly deposit into the Warrant Fund from the aforesaid sources all amounts required to be deposited in the Warrant Fund at the times therefor.

Section 7.02 Investment of and Security For Warrant Fund

(a) The Paying Agent shall invest money in the Warrant Fund at the written direction of the City in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the City and the Paying Agent anticipate that money from the Warrant Fund will be required hereunder. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.

(b) All income derived from the investment of money on deposit in the Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Warrant Fund continuously secured for the benefit of the City and the registered owners of the Warrants, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in (1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

ARTICLE 8

Special Covenants of the City Respecting Federal Tax Matters

Section 8.01 Covenants with Respect to Compliance with the Code

(a) The City covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(b) The City covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest on the Warrants to be Taxable.

Section 8.02 Designation of Warrants Pursuant to Section 265 of the Code

The City hereby designates the Warrants as "qualified tax-exempt obligations" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The City does hereby represent that neither it nor its "subordinate entities" has issued in the aggregate more than \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2015, and the City does hereby further represent that it reasonably anticipates that the amount of neither "qualified tax-exempt obligations" nor "tax-exempt obligations" which will be issued by the City or its "subordinate entities" during calendar year 2015 will exceed \$10,000,000.

ARTICLE 9

Approval of Agreements

Section 9.01 Approval of Continuing Disclosure Agreement

(a) The Continuing Disclosure Agreement, in substantially the form and of substantially the content as the form of Continuing Disclosure Agreement presented to and considered by the City Council of the City, is hereby authorized, approved and adopted.

(b) The Mayor of the City is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement for and on behalf of and in the name of the City, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by his executing the Continuing Disclosure Agreement as herein provided, and the City Clerk is hereby authorized and directed to affix to the Continuing Disclosure Agreement the seal of the City and to attest the same.

Section 9.02 Approval of Warrant Purchase Agreement

(a) The Warrant Purchase Agreement, in substantially the form and of substantially the content as the form of Warrant Purchase Agreement presented to and considered by the City, is hereby authorized, approved and adopted.

(b) The Mayor of the City is hereby authorized and directed to execute and deliver the Warrant Purchase Agreement for and on behalf of and in the name of the City, with such changes or additions thereto or deletions therefrom as the Mayor may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by execution by the Mayor of the City of the Warrant Purchase Agreement as herein provided, and the City Clerk is hereby authorized and directed to affix to the Warrant Purchase Agreement the seal of the City and to attest the same.

(c) Any prior execution of the Warrant Purchase Agreement by the Mayor and City Clerk is hereby ratified and approved.

Section 9.03 Approval of Series 2008 Refunding Trust Agreement

(a) The Series 2008 Refunding Trust Agreement, in substantially the form and of substantially the content as the form of Series 2008 Refunding Trust Agreement presented to and considered by the City, is hereby authorized, approved and adopted.

(b) The Mayor of the City is hereby authorized and directed to execute and deliver the Series 2008 Refunding Trust Agreement for and on behalf of and in the name of the City, with such changes or additions thereto or deletions therefrom as the Mayor may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by execution by the Mayor of the City of the Series 2008 Refunding Trust Agreement as herein provided, and the City Clerk is hereby authorized and directed to affix to the Series 2008 Refunding Trust Agreement the seal of the City and to attest the same.

ARTICLE 10

The Paying Agent

Section 10.01 Designation of Paying Agent

The City does hereby designate and appoint The Bank of New York Mellon Trust Company, National Association as the depository for the Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 10.02 Duties of Paying Agent; Payments at Par

(a) The Paying Agent, by acceptance of its duties hereunder, shall have agreed thereby with the registered owners from time to time of the Warrants that it will make all remittances of principal of, premium (if any), and interest on the Warrants from money supplied by the City for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The City hereby covenants and agrees with the registered owners of the Warrants and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

(b) The Paying Agent shall not be liable hereunder except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence.

(1) It may execute any of the powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof.

(2) It may consult with counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to an express provision hereof.

(3) It need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such warrant.

(4) It shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party.

(5) It shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services.

(6) Any action taken by the Paying Agent at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any warrants issued hereunder in lieu thereof.

(7) It may treat the Holder of Warrants as if not Paying Agent hereunder.

(8) It shall not be liable for proper application of any moneys other than those that may be paid to or deposited with it.

(9) It shall not unreasonably withhold or delay any consent or approval required of it under the provisions of this Ordinance.

(10) All moneys received by the Paying Agent to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Paying Agent shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(11) It may make any investments permitted hereby through its own investment department or affiliated entity, and any Qualified Investments issued or held by it hereunder shall be deemed investments and not deposits.

(12) It shall, upon reasonable request, advise the City of the amount at the time on deposit in any of the special funds herein created.

(13) The recitals of fact herein and in the Warrants are statements by the City and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants, or the validity or enforceability of the Ordinance. The Paying Agent does, however, assume responsibility for its eligibility to accept and administer the duties created hereby, and it agrees and represents that it is duly authorized to accept and administer such duties and that the acceptance and administration by it of such duties do not violate or contravene, and are not void or voidable under, any applicable state or federal law now existing.

(14) The Paying Agent shall have no obligation to file financing statements or continuation statements.

(15) The Paying Agent's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Paying Agent's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Paying Agent's right to compensation, shall survive the Paying Agent's resignation or removal, the discharge of this Ordinance, and final payment of the Warrants.

Section 10.03 Resignation and Removal; Appointment of Successor

(a) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the City at least 30 days prior to the date when such resignation shall take effect.

(b) If at any time the Paying Agent shall resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the City may remove the Paying Agent and the City shall promptly appoint a successor Paying Agent.

Section 10.04 Qualification of and Acceptance of Appointment by Successor

(a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$50,000,000.

(b) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 10.05 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

ARTICLE 11

Provisions of General Application

Section 11.01 Effect of Headings and Table of Contents

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 11.02 Binding Effect Upon Successors and Assigns

All the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall inure to the benefit of and bind its successors and assigns.

Section 11.03 Governing Law

This Ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 11.04 Repeal of Conflicting Provisions

All ordinances, resolutions and orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

ARTICLE 12

Provision of Ordinance a Contract; Enforceability and Severability; Remedies

(a) The terms, provisions and conditions set forth in this Ordinance constitute a contract between the City and the registered owners of the Warrants and shall remain in effect until the principal of and interest on the Warrants shall have been paid in full as provided in Section 5.02.

(b) The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrants, and this Ordinance and the Warrants shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

(c) The City agrees (i) the registered owners of the Warrants shall have all rights and remedies for the enforcement of the Warrants and this Ordinance as may be provided by the laws of the State of Alabama, including particularly the Enabling Law, and (ii) the Finance Director (or any successor to the duties and functions thereof) of the City is subject to mandamus in the event such officer has money available for payment of principal of and interest on the Warrants and does not, as required by this Ordinance, deposit such money in the Warrant Fund, when and as required by Section 7.01 of this Ordinance in each Fiscal Year, and apply such proceeds (and investment earnings thereon) to the payment of the principal of and interest on the Warrants when and as the same become due and payable in each Fiscal Year in amounts sufficient for such purposes.

DONE, ORDERED, ADOPTED and APPROVED this 14th day of September, 2015.

Alberto C. Zaragoza, Jr., Mayor

S E A L

Attest: _____
City Clerk

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

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

Nays: None

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

* * * *

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

Minutes approved:

Mayor

Member of the City Council

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on September 14, 2015, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this 17th day of September, 2015.

Clerk of the City of Vestavia Hills,
Alabama

SEAL

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

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 5:00 p.m. on September 14, 2015. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: None

* * *

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

* * *

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

ORDINANCE NUMBER 2598

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 CC-1, A-1 AND SHELBY COUNTY E-1 TO VESTAVIA HILLS R-9, R-2, INST, A AND B-2.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County CC-1, Jefferson County A-1 and Shelby County E-2 to Vestavia Hills R-9 (planned residential district); Vestavia Hills R-2 (medium density residential district) Vestavia Hills Inst (institutional district); Vestavia Hills A (agriculture district); Vestavia Hills B-2 (general business district):

Altadena Valley Country Club
Nall Partnership, LLP Owner

More particularly described as follows:

Parcel I - A (Agriculture District) - CONSERVATION EASEMENT

A parcel of land situated in Sections 3 and 4 of Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1/2" open pipe at the NW corner of the SW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama; thence S 0°23'57" E along the west line of said 1/4-1/4 section a distance of 377.38 feet to the POINT OF BEGINNING; thence N 56°07'30" E a distance of 151.81 feet to a point; thence N 73°31'41" E a distance of 194.41 feet to a point; thence N 77°17'07" E a distance of 323.95 feet to a point; thence N 82°11'29" E a distance of 202.17 feet to a point; thence S 86°33'36" E a distance of 51.05 feet to a point; thence N 72°51'38" E a distance of 174.53 feet to a point; thence N 81°42'31" E a distance of 78.24 feet to a point; thence N 67°19'49" E a distance of 112.08 feet to a point; thence N 73°33'31" E a distance of 183.23 feet to a point; thence N 60°40'18" E a distance of 157.47 feet to a point; thence N 64°29'46" E a distance of 51.74 feet to a point; thence N 26°24'31" E a distance of 46.82 feet to a point; thence N 52°45'54" E a distance of 176.47 feet to a point; thence N 48°26'05" E a distance of 92.65 feet to a point; thence N 55°29'29" E a distance of 14.23 feet to a point; thence N 70°55'33" E a distance of 21.97 feet to a point; thence N 82°10'03" E a distance of 26.93 feet to a point; thence S 89°19'29" E a distance of 63.84

feet to a point; thence N 87°53'52" E a distance of 67.54 feet to a point; thence S 84°00'16" E a distance of 147.68 feet to a point; thence N 45°42'52" E a distance of 20.47 feet to a point; thence N 84°17'26" E a distance of 53.26 feet to a point; thence N 74°48'28" E a distance of 73.65 feet to a point; thence N 63°44'06" E a distance of 163.49 feet to a point; thence N 75°15'16" E a distance of 39.24 feet to a point; thence N 55°05'07" E a distance of 84.44 feet to a point; thence N 40°44'02" E a distance of 66.35 feet to a point; thence N 59°03'56" E a distance of 33.25 feet to a point; thence N 72°22'24" E a distance of 148.61 feet to a 5/8" rebar; thence N 83°39'36" E a distance of 203.96 feet to a point in the Cahaba River, said point also lying on the northwestern line of Lot 36 of Butte Woods Ranch Add to Altadena Valley as recorded in Map Book 5 Page 1 in the Office of the Judge of Probate in Shelby County, Alabama; thence S 16°33'06" W along the northwestern line of Lot 36 a distance of 134.22 feet to a rebar capped EDG; thence S 66°51'55" W along the northwestern line of Lots 36 and 35 a distance of 587.28 feet to a rebar capped EDG; thence S 69°46'22" W along the northwestern line of Lots 35, 33, and 32 a distance of 774.12 feet to a rebar capped EDG; thence S 67°58'17" W along the northwestern line of Lots 32, 31, and 30 a distance of 572.24 feet to a 1/2" open pipe; thence S 79°25'55" W along the northern line of Lot 30 a distance of 328.54 feet to a 5/8" rebar capped HH Vincent; thence S 78°52'04" W along the northern line of Lot 29 a distance of 279.07 feet to a 5/8" rebar capped Weygand; thence S 81°32'06" W along the northern line of Lot 28 a distance of 75.30 feet to a 5/8" rebar capped Weygand; thence S 66°58'40" W along the northwestern line of Lot 28 a distance of 495.85 feet to a rebar capped EDG at the NW corner of Lot 28, said point also being on the west line of the SW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West; thence N 00°23'57" W along the west line of said 1/4-1/4 section a distance of 148.33 feet to the POINT OF BEGINNING. Said parcel of land contains 10.43 acres, more or less.

Parcel 2 – R-2 (Residential) - RESIDENTIAL LOT A

A parcel of land situated in the North 1/2 of Section 4, Township 19 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

Commence at a 1/2" open pipe at the SW corner of the NW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama; thence N 00°20'17" W along the west line of said 1/4-1/4 section a distance of 352.31 feet to a 5/8" rebar capped Hager, said point also being the POINT OF BEGINNING; thence N 00°04'13" E along the west line of said 1/4-1/4 section a distance of 156.84 feet to a 5/8" rebar; thence N 29°46'38" W leaving said 1/4-1/4 line a distance of 182.12 feet to a 5/8" rebar capped Hager on the southeastern right-of-way of Acton Road, said point also being on a curve to the left having a central angle of 00°21'39" and a radius of 7689.44 feet, said curve subtended by a chord bearing N 32°52'55" E and a chord distance of 48.43 feet; thence along the arc of said curve and along said right-of-way a distance of 48.43 feet to a rebar capped EDG; thence N 32°42'05" E along said right-of-way a distance of 52.86 feet to a rebar capped EDG; thence S 56°10'05" E leaving said right-of-way a distance of 101.05 feet to a 1" Crimp on the western line of Lot 9 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in

Jefferson County, Alabama; thence S 00°20'30" E along the west line of Lots 9 and 8 a distance of 257.90 feet to a 1" crimp at the SW corner of Lot 8; thence N 89°59'07" E along the south line of Lot 8 a distance of 203.53 feet to a 5/8" rebar capped Robert Blain at the SE corner of Lot 8; thence S 59°36'04" E along the southwestern line of Lot 7 a distance of 78.08 feet to a 5/8" rebar at the SW corner of Lot 7; thence S 52°35'38" E a distance of 142.92 feet to a point; thence S 42°44'49" W a distance of 289.61 feet the centerline of a un-named tributary to the Cahaba River as described in instrument number 20020710000318550 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 24°08'01" W along the centerline of said tributary a distance of 140.28 feet to a point; thence N 55°17'52" W along said centerline a distance of 219.60 feet to the POINT OF BEGINNING. Said parcel of land contains 2.37 acres, more or less.

Parcel 3 – B-2 (Business District) – Commercial Use Lot A

A parcel of land situated in Section 33, Township 18 South, Range 2 West, and Section 4, Township 19 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

BEGIN at a 1" crimp at the NE corner of Lot 17 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence S 42°47'55" W along the northwestern line of Lot 17 a distance of 263.37 feet to a 1" open pipe at the SW corner of Lot 17; thence S 43°16'06" W along the northwestern line of Lot 16 a distance of 76.33 feet to a 1" open pipe at the SW corner Lot 16; thence S 43°02'14" W along the northwestern line of Lot 15 a distance of 66.63 feet to a 5/8" rebar capped LDW at the SW corner of Lot 15; thence S 43°32'41" W along the northwestern line of Lot 14 a distance of 115.14 feet to a rebar capped EDG at the SW corner of Lot 14; thence S 31°14'26" W along the northwestern line of Lots 13 and 12 a distance of 261.37 feet to a 1" crimp at the SW corner of Lot 12; thence S 31°27'59" W along the northwestern line of Lot 11 a distance of 118.27 feet to a 1" open pipe at the SW corner of Lot 11; thence S 37°37'56" W along the northwestern line of Lot 10 a distance of 117.80 feet to a 1" Crimp at the SW corner of Lot 10; thence S 37°19'38" W along the northwestern line of Lot 9 a distance of 89.09 feet to a 1" Crimp; thence N 56°10'05" E a distance of 101.05 feet to a rebar capped EDG on the southeastern right-of-way of Acton Road; thence N 57°32'37" W along said right-of-way a distance of 9.98 feet to a rebar capped EDG; thence N 32°09'30" E along said right-of-way a distance of 77.23 feet to a 1/2" rebar; thence N 01°54'10" W along said right-of-way a distance of 18.78 feet to a 1" crimp; thence N 33°18'55" E along said right-of-way a distance of 318.67 feet to a rebar capped EDG at the point of curve to the left having a central angle of 09°54'07" and a radius of 1353.32 feet, said curve subtended by a chord bearing N 28°21'52" E and a chord distance of 233.59 feet; thence along the arc of said curve and along said right-of-way a distance of 233.88 feet to a 1" crimp; thence N 23°24'49" E along said right-of-way a distance of 141.98 feet to a 3/4" crimp at the point of curve to the right having a central angle of 40°23'15" and a radius of 405.01 feet, said curve subtended by a chord bearing N 43°30'25" E and a chord distance of 279.62 feet; thence along the arc of said curve and along said right-of-way a distance of 285.49 feet to a rebar capped EDG; thence N 63°42'02" E along said right-of-way a distance of 34.08 feet to a rebar capped EDG at the point of curve to the left

having a central angle of 19°08'51" and a radius of 324.93 feet, said curve subtended by a chord bearing N 54°07'37" E and a chord distance of 108.08 feet, thence along the arc of said curve and along said right-of-way a distance of 108.59 feet to a rebar capped EDG at the intersection of said right-of-way and the southwestern right-of-way of Altavista Circle; thence S 32°49'35" E leaving Acton Road right-of-way and along the southwestern right-of-way of Altavista Circle a distance of 74.24 feet to a rebar capped EDG at the point of curve to the right having a central angle of 23°07'34" and a radius of 260.44 feet, said curve subtended by a chord bearing S 21°15'48" E and a chord distance of 104.41 feet; thence along the arc of said curve and along said right-of-way a distance of 105.12 feet to the POINT OF BEGINNING. Said parcel of land contains 4.32 acres, more or less.

Parcel 4 – B-2 (Business District) – Commercial Use Lot B

A parcel of land situated in the SE 1/4 of Section 33, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

BEGIN at a 1" crimp at the NW corner of Lot 22 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence S 31°14'06" W along the northwestern line of Lot 22 a distance of 126.89 feet to a 1" crimp; thence S 31°28'22" W along the northwestern line of Lots 21, 20, and 19 a distance of 356.60 feet to a rebar capped EDG on the northeastern right-of-way of Altavista Circle, said point also being on a curve to the left having a central angle of 15°29'24" and a radius of 310.44 feet, said curve subtended by a chord bearing N 25°04'53" W and a chord distance of 83.67 feet; thence along the arc of said curve and along said right-of-way a distance of 83.93 feet to a rebar capped EDG; thence N 32°49'35" W along said right-of-way a distance of 89.75 feet to a rebar capped EDG at the intersection of said right-of-way and the southeastern right-of-way of Acton Road, said point also being on a curve to the left having a central angle of 17°32'58" and a radius of 324.93, said curve subtended by a chord bearing N 26°32'13" E and a chord distance of 99.14 feet; thence along the arc of said curve leaving Altavista Circle right-of-way and along the southeastern right-of-way of Acton Road a distance of 99.52 feet to a rebar capped EDG; thence N 17°45'46" E along said right-of-way a distance of 45.49 feet to a 1" open pipe at the point of curve to the right having a central angle of 09°58'56" and a radius of 774.14 feet, said curve subtended by a chord bearing N 22°42'37" E and a chord distance of 134.70 feet; thence along the arc of said curve and along said right-of-way a distance of 134.87 feet to a 1/2" open pipe; thence N 27°48'27" E along said right-of-way a distance of 229.76 feet to a rebar capped EDG at the point of curve to the right having a central angle of 03°20'09" and a radius of 994.63 feet, said curve subtended by a chord bearing N 29°28'31" E and a chord distance of 57.90 feet; thence along the arc of said curve and along said right-of-way a distance of 57.91 feet to a 3/4" crimp; thence N 31°06'17" E along said right-of-way a distance of 174.77 feet to a 1" crimp at the point of curve to the right having a central angle of 57°26'47" and a radius of 297.62 feet, said curve subtended by a chord bearing N 59°49'40" E and a chord distance of 286.06 feet; thence along the arc of said curve and along said right-of-way a distance of 298.40 feet to a 1" crimp; thence N 88°54'45" E along said right-of-way a distance of 210.37 feet to a rebar capped EDG at the point of

non-tangent curve to the right having a central angle of $06^{\circ}26'15''$ and a radius of 427.46 feet, said curve subtended by a chord bearing $S 72^{\circ}16'15'' E$ and a chord distance of 48.00 feet; thence along the arc of said curve and along said right-of-way a distance of 48.03 feet to a rebar capped EDG; thence $S 20^{\circ}56'53'' W$ along said right-of-way a distance of 25.00 feet to a rebar capped EDG; thence $S 26^{\circ}37'35'' W$ leaving said right-of-way a distance of 90.63 feet to a point; thence $S 36^{\circ}23'28'' W$ a distance of 220.00 feet to a point; thence $S 46^{\circ}27'16'' W$ a distance of 55.86 feet to a point; thence $S 53^{\circ}14'05'' W$ a distance of 353.04 feet to the POINT OF BEGINNING. Said parcel of land contains 6.10 acres, more or less.

Parcel 5 – R-9 (Planned Residential) - PLANNED RESIDENTIAL

A parcel of land situated in the SE 1/4 of Section 33, Township 18 South, Range 2 West, and the NE 1/4 of Section 4, Township 19 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

BEGIN at a rebar capped EDG at the NE corner of Lot 1 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence $N 46^{\circ}52'48'' W$ along the northeastern line of Lot 1 a distance of 159.10 feet to a rebar capped EDG at the NW corner of Lot 1, said point also being on the southeastern right-of-way of Altavista Drive; thence $N 47^{\circ}32'34'' E$ along said right-of-way a distance of 163.65 feet to a rebar capped EDG; thence $N 47^{\circ}00'21'' W$ along said right-of-way a distance of 61.10 feet to a rebar capped EDG; thence $N 24^{\circ}33'55'' E$ along said right-of-way a distance of 69.25 feet to a rebar capped EDG at a point of curve to the right having a central angle of $18^{\circ}10'50''$ and a radius of 600.00 feet, said curve subtended by a chord bearing $N 33^{\circ}39'20'' E$ and a chord distance of 189.59 feet; thence along the arc of said curve and along said right-of-way a distance of 190.39 feet to a rebar capped EDG; thence $N 42^{\circ}44'44'' E$ along said right-of-way a distance of 96.90 feet to a rebar capped EDG; thence $N 47^{\circ}08'16'' W$ along said right-of-way and along the northeastern line of Lot 22 a distance of 270.43 feet to a 1" crimp at the NW corner of Lot 22; thence $N 53^{\circ}14'05'' E$ a distance of 353.04 feet to a point; thence $N 46^{\circ}27'16'' E$ a distance of 55.86 feet to a point; thence $N 36^{\circ}23'28'' E$ a distance of 220.00 feet to a point; thence $N 26^{\circ}37'35'' E$ a distance of 90.63 feet to a rebar capped EDG on the southwestern right-of-way of Acton Road; thence $S 69^{\circ}03'07'' E$ along said right-of-way a distance of 185.44 feet to a rebar capped EDG at the point of a non-tangent curve to the left having a central angle of $05^{\circ}15'24''$ and a radius of 1837.71 feet, said curve subtended by a chord bearing $S 37^{\circ}28'03'' E$ and a chord distance of 168.54 feet; thence along the arc of said curve and along said right-of-way a distance of 168.60 feet to a rebar capped EDG at the point of compound curve having a central angle of $77^{\circ}26'10''$ and a radius of 119.75 feet, said curve subtended by a chord bearing $S 78^{\circ}48'50'' E$ and a chord distance of 149.80 feet; thence along the arc of said curve and along said right-of-way a distance of 161.84 feet to a 3/4" crimp at the intersection of said right-of-way and the western right-of-way of Lakeland Trail, said point also being a point of reverse curve having a central angle of $95^{\circ}34'00''$ and a radius of 29.07 feet, said curve subtended by a chord bearing $S 69^{\circ}44'55'' E$ and a chord distance of 43.06 feet; thence leaving Acton Road right-of-way, along the arc of said curve, and along the western right-of-way of Lakeland Trail a distance of 48.49 feet to

rebar capped EDG at the point of a compound curve having a central angle of 10°25'52" and a radius of 757.89 feet, said curve subtended by a chord bearing S 16°44'59" E and a chord distance of 137.79 feet; thence along the arc of said curve and along said right-of-way a distance of 137.98 feet to a rebar capped EDG; thence S 11°32'03" E along said right-of-way a distance of 86.00 feet to a rebar capped EDG at the point of curve to the left having a central angle of 26°10'25" and a radius of 466.26 feet, said curve subtended by a chord bearing S 24°37'15" E and a chord distance of 211.15 feet; thence along the arc of said curve and along said right-of-way a distance of 212.99 feet; thence S 42°47'35" W leaving said right-of-way a distance of 1234.55 feet to a point; thence N 47°16'54" W a distance of 378.49 feet to a point on the southeastern line of Lot 1; thence N 43°07'12" E along the southeastern line of Lot 1 a distance of 77.62 feet to the POINT OF BEGINNING. Said parcel of land contains 22.59 acres, more or less.

Parcel 6 – INST (Institutional) – PUBLIC USE/RECREATIONAL PARCEL

A parcel of land situated in the NW 1/4 of Section 3, the North 1/2 of Section 4, Township 19 South, Range 2 West, and the SE 1/4 of Section 33, the SW 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

Commence at a 1/2" open pipe at the NW corner of the SW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama; thence S 0°23'57" E along the west line of said 1/4-1/4 section a distance of 278.38 feet to a rebar capped EDG, said point being the POINT OF BEGINNING; thence continue along last described course a distance of 99.00 feet to a point; thence N 56°07'30" E a distance of 151.81 feet to a point; thence N 73°31'41" E a distance of 194.41 feet to a point; thence N 77°17'07" E a distance of 323.95 feet to a point; thence N 82°11'29" E a distance of 202.17 feet to a point; thence S 86°33'36" E a distance of 51.05 feet to a point; thence N 72°51'38" E a distance of 174.53 feet to a point; thence N 81°42'31" E a distance of 78.24 feet to a point; thence N 67°19'49" E a distance of 112.08 feet to a point; thence N 73°33'31" E a distance of 183.23 feet to a point; thence N 60°40'18" E a distance of 157.47 feet to a point; thence N 64°29'46" E a distance of 51.74 feet to a point; thence N 26°24'31" E a distance of 46.82 feet to a point; thence N 52°45'54" E a distance of 176.47 feet to a point; thence N 48°26'05" E a distance of 92.65 feet to a point; thence N 55°29'29" E a distance of 14.23 feet to a point; thence N 70°55'33" E a distance of 21.97 feet to a point; thence N 82°10'03" E a distance of 26.93 feet to a point; thence S 89°19'29" E a distance of 63.84 feet to a point; thence N 87°53'52" E a distance of 67.54 feet; thence S 84°00'16" E a distance of 147.68 feet to a point; thence N 45°42'52" E a distance of 20.47 feet to a point; thence N 84°17'26" E a distance of 53.26 feet to a point; thence N 74°48'28" E a distance of 73.65 feet to a point; thence N 63°44'06" E a distance of 163.49 feet to a point; thence N 75°15'16" E a distance of 39.24 feet to a point; thence N 55°05'07" E a distance of 84.44 feet to a point; thence N 40°44'02" E a distance of 66.35 feet to a point; thence N 59°03'56" E a distance of 33.25 feet to a point; thence N 72°22'24" E a distance of 148.61 feet to a 5/8" rebar; thence N 49°33'06" W a distance of 345.01 feet to a 1/2" crimp on the western line of Lot 39 of River Estates as recorded in Map Book 4 Page 27 in the Office of the Judge of Probate in Shelby County, Alabama, and Map Book 53 Page 55 in the Office of the Judge of Probate in Jefferson County, Alabama; thence N 16°36'06" E a distance of 359.92 feet to a 1"

crimp on the southwestern right-of-way of Lakeland Trail; thence N 56°50'02" W along said right-of-way a distance of 283.91 feet to a 1" crimp; thence N 32°38'25" E along said right-of-way a distance of 10.00 feet to a rebar capped EDG; thence N 57°21'35" W along said right-of-way a distance of 767.59 feet to a rebar capped EDG; thence S 45°21'10" W along said right-of-way a distance of 9.62 feet to a rebar capped EDG; thence N 44°40'00" W along said right-of-way a distance of 123.22 feet to a rebar capped EDG at the point of curve to the right having a central angle of 6°57'33" and a radius of 466.26 feet, said curve subtended by a chord bearing N 41°11'14" W and a chord distance of 56.60 feet; thence along the arc of said curve and along said right-of-way a distance of 56.63 feet to a point; thence S 42°47'35" W leaving said right-of-way a distance of 1234.55 feet to a point; thence N 47°16'54" W a distance of 378.49 feet to a point on the southeastern line of Lot 1 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence S 43°07'12" W along the southeastern line of Lots 1 and 2 a distance of 159.04 feet to a 3/4" crimp at the NE corner of Lot 3; thence S 39°57'49" W along the southeastern line of lot 3 a distance of 148.01 feet to a 1" open pipe at the NE corner of Lot 4; thence S 39°41'21" W along the southeastern line of Lots 4 and 5 a distance of 246.71 feet to a 3/4" crimp at the NE corner of Lot 6; thence S 39°29'21" W along the southeastern line of Lot 6 a distance of 114.06 feet to a 5/8" rebar at the NE corner of Lot 7; thence S 37°24'22" W along the southeastern line of Lot 7 a distance of 411.93 feet to a 5/8" rebar at the SE corner of Lot 7; thence S 52°35'38" E a distance of 142.92 feet to a point; thence S 42°44'49" W a distance of 289.61 feet the centerline of a un-named tributary to the Cahaba River as described in instrument number 20020710000318550 in the Office of the Judge of Probate in Shelby County, Alabama; thence S 24°08'01" E along said centerline a distance of 49.82 feet to a point on said centerline; thence S 37°25'51" W along said centerline to the POINT OF BEGINNING. Said parcel of land contains 70.00 acres, more or less.

BE IT FURTHER RESOLVED that said rezoning is conditioned upon the following conditions: (1) Gas stations, fast food establishments, warehouse/storage facilities, automotive repair/service facilities, home improvement facilities be prohibited unless specifically approved through Conditional Use Approval; and (2) Restrictive covenants will be submitted with the final plat.

APPROVED and ADOPTED this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

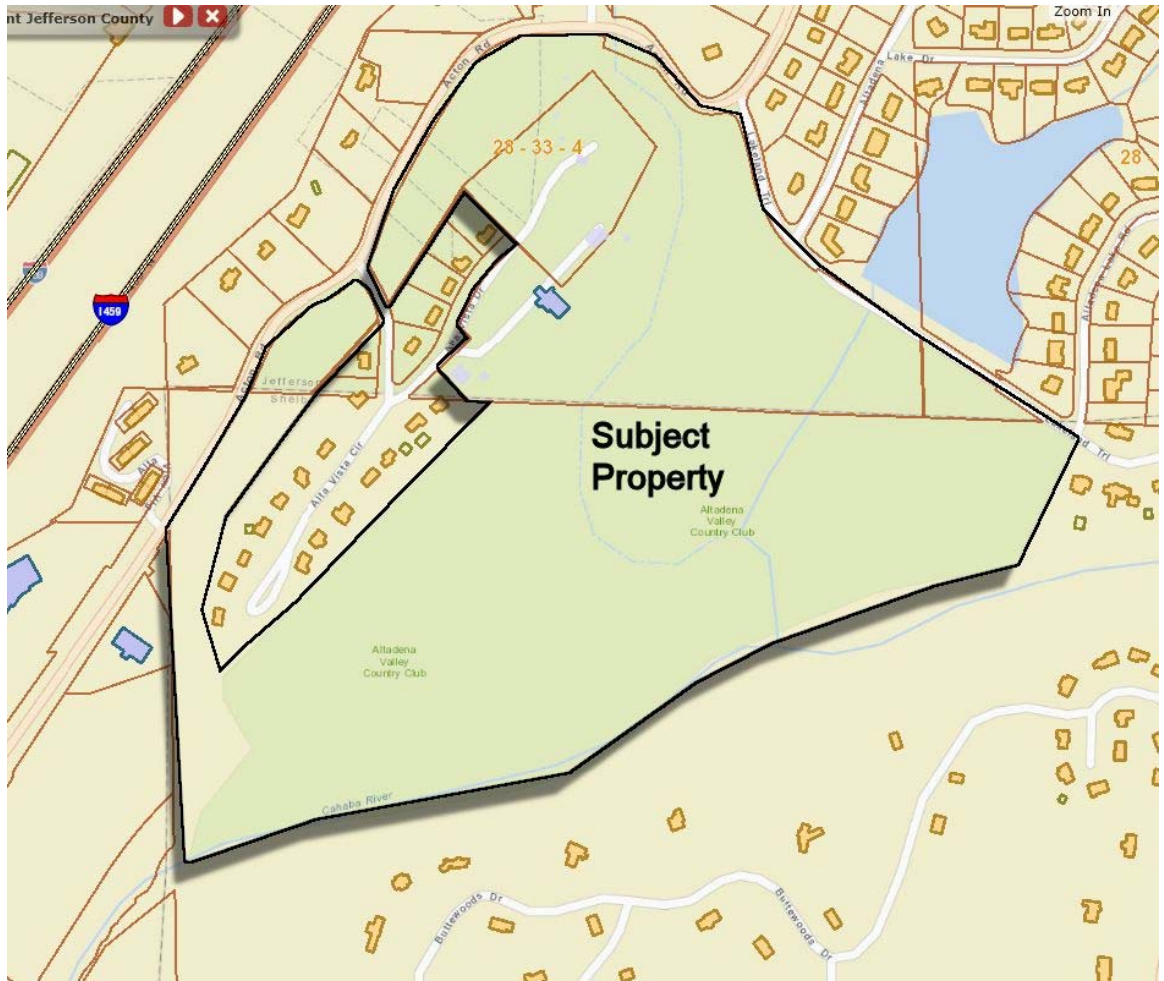
Rebecca Leavings
City Clerk

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 # 2598 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 28th day of September, 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: **AUGUST 13, 2015**

- **CASE: P-0815-42**
 - **REQUESTED ACTION:** Rezoning at Acton Rd. and Lakeland Tr. from Jefferson County CC-1 and A-1 and Shelby County E-1 to Vestavia Hills Inst, A-Agricultural, R-2 Medium Density Residential, R-9 Planned Residential Community, and B-2 General Business For The Purpose Of A Mixture of Uses
 - **ADDRESS/LOCATION:** Altadena Country Club
 - **APPLICANT/OWNER:** Nall Partnership, Ltd. & Wesley L. Burnham, JR.
 - **REPRESNTING AGENT:** Charlie Beavers
 - **GENERAL DISCUSSION:** Site is defunct Altadena Country Club. City Council passed Resolution Number 4716 on 6/8/15 (attached) beginning the 90 day annexation process. The project is broken into 5 sections.
 1. The section adjacent to Acton Rd. will be for commercial development and is requested to be rezoned B-2 with over 40,000 sq. ft. of building area and 294 parking spaces.
 2. The 2nd section is proposed to be R-9. They have proposed to build on 66 lots many of which are less than a quarter of an acre. However, lots around the perimeter are much larger. The proposed setbacks will be 10', 5' on the sides, and 20' in the rear. The developers intend to gate this section of the development and make the streets private but have not yet submitted CC&R's for maintenance.
 3. There is an additional larger single family lot on the opposite end of the R-9 development. That lot will be zoned R-2. Please note that a thin strip adjacent to Acton Rd. is in the City of Hoover. They will sign on the final plat as well.
 4. The parcel to the south will be owned by the City and will be used for recreational purposes. A master plan concept is attached but may change based on an additional engineering.
 5. The remaining acreage along the Cahaba River is requested to be rezoned to A-Agricultural for preservation/non-disturbance.
- Application will continue to City Council for potential annexation and rezoning. If approved, applicant will return in September/October for final plat.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** Altadena Valley Country Club is not located on any land use plan within the City.

• **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: Delay approval of private streets until CC&R's are submitted for review.

2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.

3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.

4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Wolfe made a motion to recommend approval of Rezoning at Acton Rd. and Lakeland Tr. from Jefferson County CC-1 and A-1 and Shelby County E-1 to Vestavia Hills Inst, A-Agricultural, R-2 Medium Density Residential, R-9 Planned Residential Community, and B-2 General Business For The Purpose Of A Mixture of Uses with the following condition:

1. Gas stations, fast food, warehouse, auto repair, home improvement, and service station uses be prohibited unless approved through a Conditional Use Permit;
2. Restrictive covenants be submitted with final plat.

Second was by Mr. Visintainer. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. Wolfe – yes

Mr. Visintainer – yes

Mr. Larson – yes

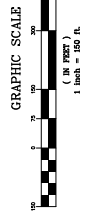
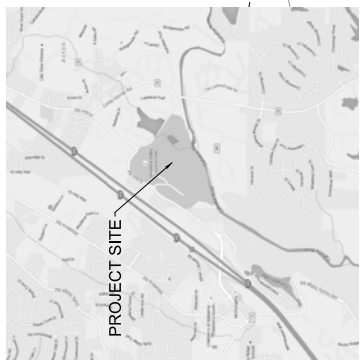
Mr. Burrell – yes

Mr. Sharp – yes

Mr. House – yes

Mr. Brooks – yes

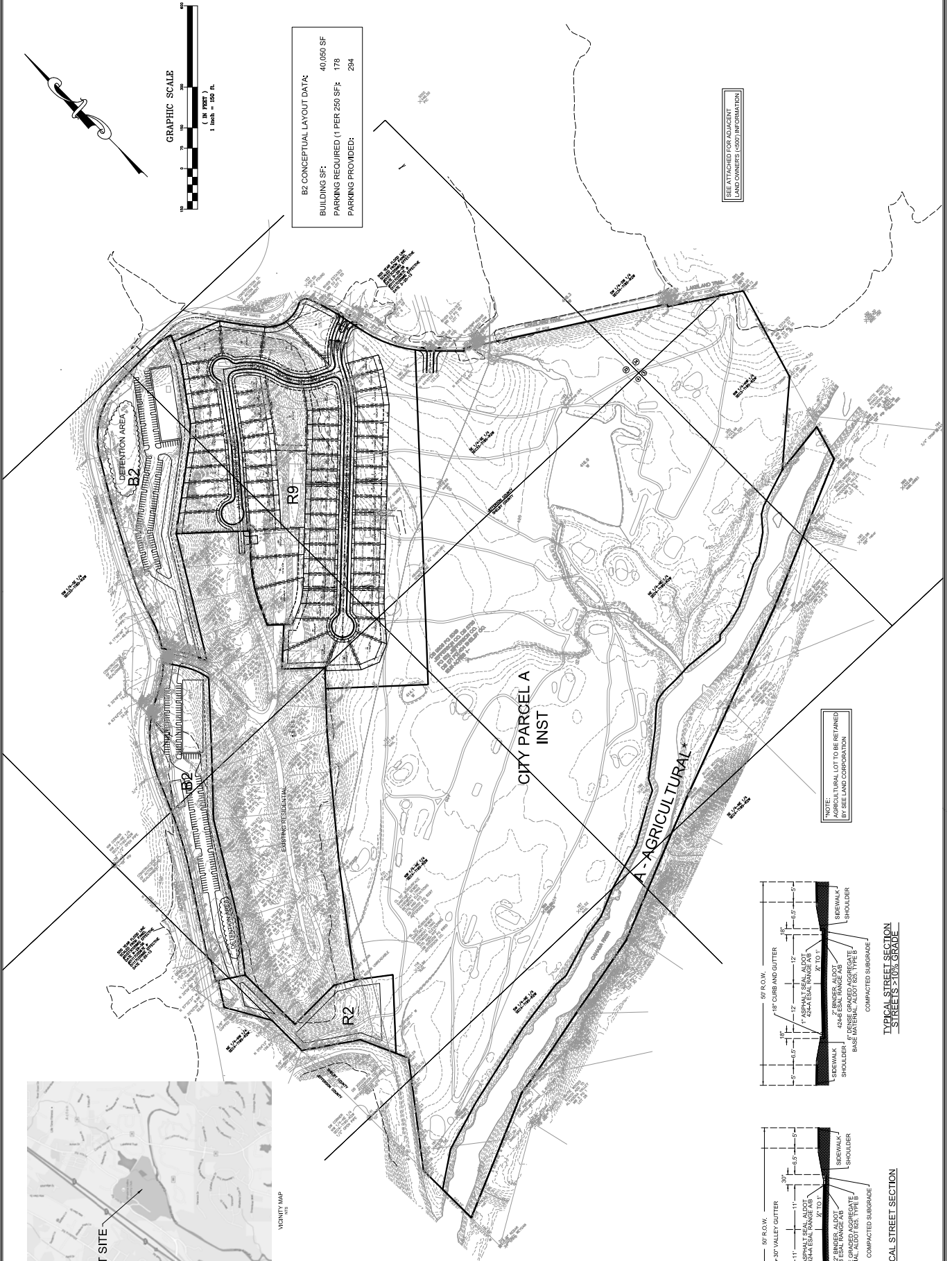
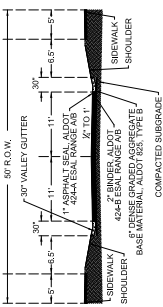
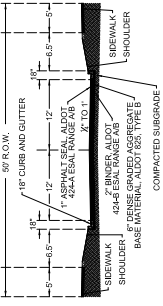
Motion carried.



B2 CONCEPTUAL LAYOUT DATA:
 BUILDING SF: 40,050 SF
 PARKING REQUIRED (1 PER 250 SF): 178
 PARKING PROVIDED: 294

SEE ATTACHED FOR ADJACENT LAND OWNERS' (SPO) INFORMATION

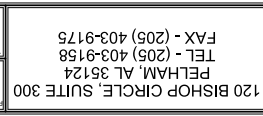
NOTE: AGRICULTURAL LOT TO BE RETAINED BY BEE LAND CORPORATION



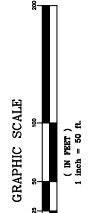
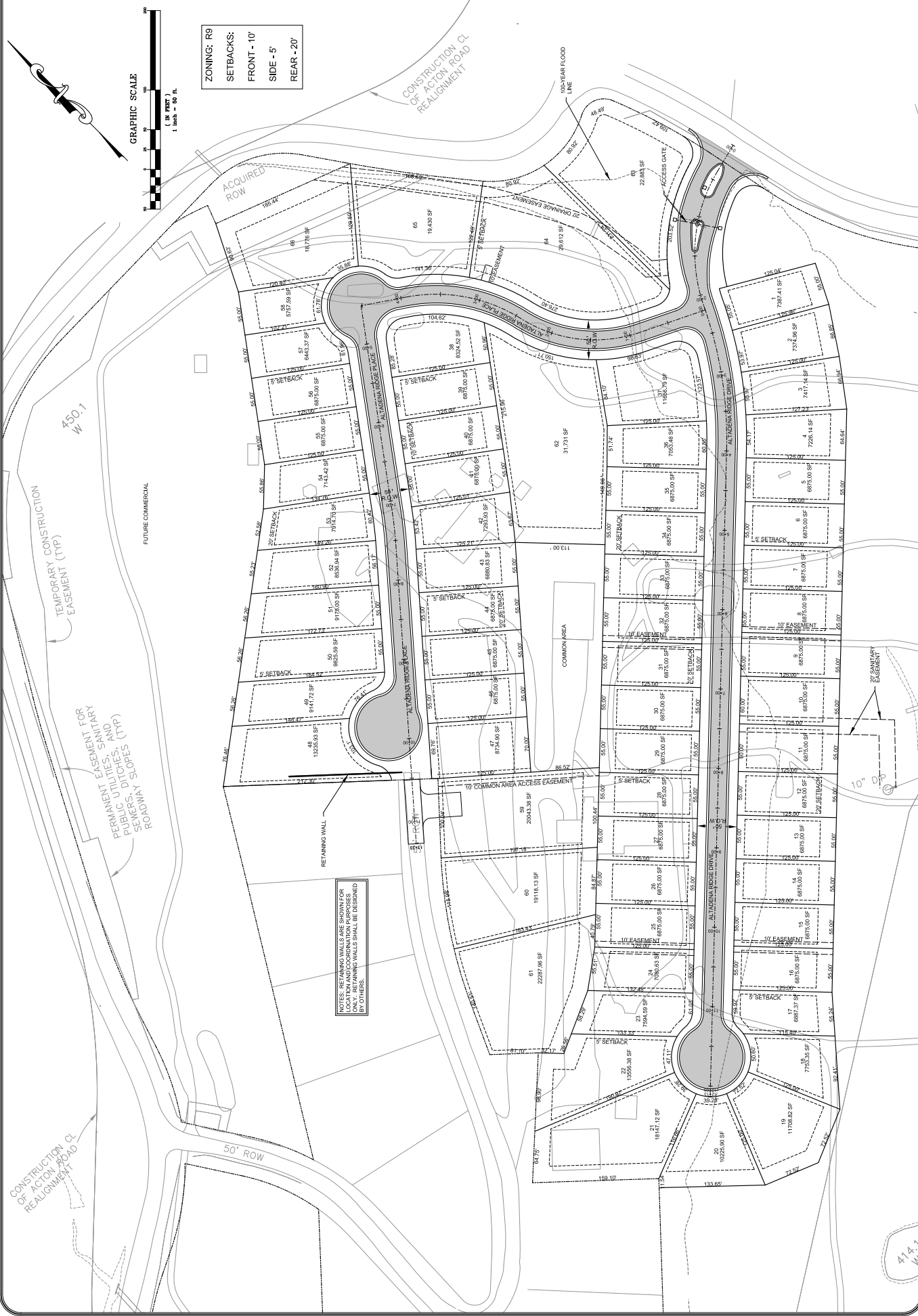


PROJECT:	THE RIDGE AT ALTADENA
TITLE:	SITE LAYOUT PLAN
DATE:	11.20.20
DESIGNER:	Polajay, G. D.
CHECKER:	W.L.
DATE:	11.20.20
PROJECT:	D.S.
DATE:	11.20.20

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



C1.1



ZONING: R9
 SETBACKS:
 FRONT - 10'
 SIDE - 5'
 REAR - 20'

NOTES: RETAINING WALLS ARE SHOWN FOR LOCAL TERRAIN AND CONSTRUCTION. ALL SETBACK WALLS SHALL BE DESIGNED BY OTHERS.

TEMPORARY CONSTRUCTION EASEMENT (TYP)
 FUTURE COMMERCIAL
 PERMANENT EASEMENT FOR PUBLIC UTILITIES, SANITARY AND SEWERS, DITCHES, (TYP) ROADWAY SLOPES (TYP)

CONSTRUCTION CL OF ACTION ROAD REALIGNMENT

CONSTRUCTION CL OF ACTION ROAD REALIGNMENT

10" D₃₀

414.1 W



JULY 21, 2015
MASTER PLAN CONCEPT
 ALTADENA VALLEY

VESTAVIA HILLS, ALABAMA





August 12, 2015

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Ms. Rebecca Leavings
City Clerk and Zoning Official
City of Vestavia Hills
513 Montgomery Hwy
Vestavia Hills, AL 35216

**Re: Comments, Planning Commission Public Hearing,
Rezoning of Altadena Golf Course property**

Dear Ms. Leavings,

The Cahaba River Society is a 501c3 organization with a mission to restore and protect the Cahaba River watershed and its rich diversity of life. The diverse lives depending on the Cahaba include the people who rely on the river for drinking water as well as its globally-significant diversity of freshwater wildlife.

We appreciate that Mayor Zaragoza reached out to us about this project and arranged for us to meet with Keith Development's engineers, David and Wade Stovall with Engineering Design Group (EDG), and the City's consulting engineer, Chris Eckroate with Goodwin, Mills & Cawood (GMC).

We have had productive conversations about ways to protect the River: avoiding reduction of floodplain storage volume, minimizing increases in post-construction stormwater runoff volume from the residential and park development, using enhanced practices to prevent polluted construction runoff, maintaining/restoring an adequate riparian buffer, and streambank restoration for the Cahaba River mainstem and especially the tributaries on the site.

We ask the Planning Commission to recommend that the following development standards be adopted as conditions of this rezoning decision:

- 1. There will be no net loss of floodplain storage capacity/volume.**
- 2. Post-construction stormwater runoff from the combined residential and park projects will mimic, to the extent feasible, pre-construction runoff for stormwater volume / pollutants, for up to the 95th percentile rain event.**

We also request that the locations of practice fields be shifted away from the river as much as is possible to maximize the river setback while meeting other project goals.

CRS has discussed these requests with GMC and EDG, and understand that in general these match the intent of the project design. We would appreciate the adoption of a commitment to these priority river conservation measures with this zone change. There is more information about these requests below. CRS also offers to be a resource for design and volunteers to restore the riverside forest and improve river access.

Floodplain: The Cahaba River, like nearly all urbanizing stream basins, suffers when floodplain storage is lost to development. FEMA regulations do not attempt to manage cumulative loss of floodplain storage volume and are not protective of the physical and biological integrity of streams. Those regulations only limit the maximum flood elevations of peak events caused by each project. FEMA regulations allow greater flood level increases over time from cumulative development, as well as accelerated bank erosion, streambed scouring, and other devastating habitat alterations to urban streams.

As a biological resource recognized on an international scale, the Cahaba River's aquatic wildlife needs far better habitat protection than is afforded by FEMA flood regulations. Vestavia Hills and downstream communities also deserve better flood protection than afforded by FEMA regulations. As we understand the current proposal, there would be no loss of floodplain storage on the park site. We urge the Planning Commission to make "no loss of floodplain storage" a condition of the rezoning.

Post-construction stormwater impacts: Another source of degradation for the Cahaba River and nearly all other urban streams is the increased erosion of the stream bed and banks due to the increased volume of stormwater runoff associated with the increased imperviousness caused by development. Pavement and rooftops prevent rain from infiltrating into the ground as it would in a forested watershed. While it is possible for residential development to reduce this problem through Low Impact Development alternatives, those alternatives are more difficult to adopt in "slab-on-grade" residential development projects, as is proposed here. The City and the Keith Development Company have agreed to investigate approaches that can manage the increased volume of stormwater runoff from the residential development through infiltration features located on the City's portion of the project (within the proposed park). We recommend that this understanding be adopted as a condition of the rezoning. We also will continue to serve as a resource to support EDG's exploration of low impact development solutions within the residential project.

We are recommending that the City meet the same stormwater management standard that ALDOT has adopted for management of its stormwater: to the maximum extent practicable, implement systems of appropriate structural and/or non-structural BMPs designed to:

- a) Provide that post-development runoff mimics the predevelopment hydrology of the site. The basis for design to meet this requirement shall be the 95th percentile rainfall event;
- b) Minimize the amount of impervious surfaces;
- c) Provide vegetated buffers along waterways, and reduce discharges to surface waters from impervious surfaces such as parking lots;
- d) Implement policies to protect trees, native soils and other vegetation; and
- e) Minimize topsoil stripping and compacted soils where feasible.

For future development, CRS would appreciate the opportunity to work with the City to encourage amendment of any zoning, subdivision and stormwater codes needed to give developers full flexibility for low impact development approaches that can help achieve these important water quality protections while also saving the developers money on construction.

River setback and forest: The existing riparian buffer along the Cahaba River is minimal. The existing buffer should be protected, and should, in fact, be augmented to the degree possible, given the constraints of locating playing fields there, through subsequent restoration efforts. We urge the City to maintain a riparian buffer that is as large as possible, both along the Cahaba River mainstem and along the existing tributaries that cross the proposed park. The tributaries have been heavily impacted by past golf course development and runoff from upstream. A streambank restoration effort will be needed to stabilize both the tributary banks and perhaps the Cahaba River streambank. CRS would appreciate the opportunity to serve as a resource and help the City undertake those efforts. GMC staff are well known for their expertise in that area.

River recreational access: CRS has gained experience regarding development of canoe/kayak access points, acquired through our efforts to develop the Cahaba Blueway. If such access is to be included as an amenity for the park, we would be pleased to offer the City the benefit of our experience in that area in order to facilitate the development of a useful and easily maintained recreational amenity.

Thank you for your thoughtful consideration of these comments. We look forward to continuing our relationship with the Keith Development Company, Engineering Design Group, Goodwyn, Mills & Cawood, and the City of Vestavia Hills.

Sincerely,



Beth K. Stewart
Executive Director
Cahaba River Society

Cc: Alberto C. Zaragoza, Jr., Mayor of the City of Vestavia Hills
Jeffrey Downes, City Manager, City of Vestavia Hills
Conrad Garrison, City Planner, City of Vestavia Hills
Chris Eckroate, Goodwyn, Mills & Cawood
David Stovall, EDG
Wade Stovall, EDG

Altadena Valley Country Club: Traffic Impact Study Bullet Points

Existing Conditions

- During the weekday PM peak hour, Acton Road is carrying approximately 1,600 trips in the study-area.
- During this weekday peak hour, Camp Horner Road & both I-459 Ramps are currently experiencing operational failure (LOS F), while Lakeland Trail is experiencing an acceptable outbound LOS D, but only carries 3 vehicles.
- During the Saturday peak period, all study area intersections are operating with acceptable LOS.

Projections

- It is projected that the heaviest traffic volumes for the AVCC Park will occur on Saturdays (just before noon) during which time multiple youth sports games will be taking place.
- On Saturday game days, it is estimated that for each sports field being played on, approximately 50 vehicle-trips (25 in & 25 out) per hour would be generated between mid-morning and mid-afternoon.
- On a typical weekday afternoon (with youth team practices being held), it is estimated that for each sports field being used, approximately 30 vehicle-trips (15 in & 15 out) per hour would be generated between 4:30 PM and 8:30 PM.
- The AVCC Park trips that would be generated by non-sporting events were estimated from field studies at an existing park with similar amenities. These numbers are much lower in comparison to the sports-related volumes. In fact, at “full build-out” of the entire park, it is estimated that only 40 trips per hour would be anticipated for non-sporting activities.

Results/Recommendations

- Acceptable operational conditions were achieved for the future post-development conditions at each of the study intersections. That is, the future post-development conditions closely-matched the future pre-development conditions. This was achieved by signal timing adjustments and the installation of a traffic signal at Lakeland Trail at the build-out of Phase 1 traffic conditions.
- The Peak-Hour Traffic Signal Warrant was met for Phase 3 post-development conditions. However, the signal is needed for Phase 1 post-development conditions in order to achieve acceptable LOS, and to provide park visitors safer navigation onto and off of Acton Road at the unusually-sharp curve in which sight distance is extremely limited.
- A left turn lane is warranted on Acton Road at the Lakeland Trail intersection at Phase 1 post-development conditions.
- A right turn lane is warranted on Acton Road at the Lakeland Trail intersection at Phase 2 post-development conditions.

ORDINANCE NUMBER 2599

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

WHEREAS, on the 8th day of June, 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:

Altadena Country Club
Nall Partnership, LTD and Wesley L. Burnham, Jr., Owner(s)

More Particularly Described as Follows:

CONSERVATION EASEMENT A

A parcel of land situated in Sections 3 and 4 of Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1/2" open pipe at the NW corner of the SW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama; thence S 0°23'57" E along the west line of said 1/4-1/4 section a distance of 377.38 feet to the POINT OF BEGINNING; thence N 56°07'30" E a distance of 151.81 feet to a point; thence N 73°31'41" E a distance of 194.41 feet to a

point; thence N 77°17'07" E a distance of 323.95 feet to a point; thence N 82°11'29" E a distance of 202.17 feet to a point; thence S 86°33'36" E a distance of 51.05 feet to a point; thence N 72°51'38" E a distance of 174.53 feet to a point; thence N 81°42'31" E a distance of 78.24 feet to a point; thence N 67°19'49" E a distance of 112.08 feet to a point; thence N 73°33'31" E a distance of 183.23 feet to a point; thence N 60°40'18" E a distance of 157.47 feet to a point; thence N 64°29'46" E a distance of 51.74 feet to a point; thence N 26°24'31" E a distance of 46.82 feet to a point; thence N 52°45'54" E a distance of 176.47 feet to a point; thence N 48°26'05" E a distance of 92.65 feet to a point; thence N 55°29'29" E a distance of 14.23 feet to a point; thence N 70°55'33" E a distance of 21.97 feet to a point; thence N 82°10'03" E a distance of 26.93 feet to a point; thence S 89°19'29" E a distance of 63.84 feet to a point; thence N 87°53'52" E a distance of 67.54 feet to a point; thence S 84°00'16" E a distance of 147.68 feet to a point; thence N 45°42'52" E a distance of 20.47 feet to a point; thence N 84°17'26" E a distance of 53.26 feet to a point; thence N 74°48'28" E a distance of 73.65 feet to a point; thence N 63°44'06" E a distance of 163.49 feet to a point; thence N 75°15'16" E a distance of 39.24 feet to a point; thence N 55°05'07" E a distance of 84.44 feet to a point; thence N 40°44'02" E a distance of 66.35 feet to a point; thence N 59°03'56" E a distance of 33.25 feet to a point; thence N 72°22'24" E a distance of 148.61 feet to a 5/8" rebar; thence N 83°39'36" E a distance of 203.96 feet to a point in the Cahaba River, said point also lying on the northwestern line of Lot 36 of Butte Woods Ranch Add to Altadena Valley as recorded in Map Book 5 Page 1 in the Office of the Judge of Probate in Shelby County, Alabama; thence S 16°33'06" W along the northwestern line of Lot 36 a distance of 134.22 feet to a rebar capped EDG; thence S 66°51'55" W along the northwestern line of Lots 36 and 35 a distance of 587.28 feet to a rebar capped EDG; thence S 69°46'22" W along the northwestern line of Lots 35, 33, and 32 a distance of 774.12 feet to a rebar capped EDG; thence S 67°58'17" W along the northwestern line of Lots 32, 31, and 30 a distance of 572.24 feet to a 1/2" open pipe; thence S 79°25'55" W along the northern line of Lot 30 a distance of 328.54 feet to a 5/8" rebar capped HH Vincent; thence S 78°52'04" W along the northern line of Lot 29 a distance of 279.07 feet to a 5/8" rebar capped Weygand; thence S 81°32'06" W along the northern line of Lot 28 a distance of 75.30 feet to a 5/8" rebar capped Weygand; thence S 66°58'40" W along the northwestern line of Lot 28 a distance of 495.85 feet to a rebar capped EDG at the NW corner of Lot 28, said point also being on the west line of the SW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West; thence N 00°23'57" W along the west line of said 1/4-1/4 section a distance of 148.33 feet to the POINT OF BEGINNING. Said parcel of land contains 10.43 acres, more or less.

ESTATE LOT A

A parcel of land situated in the North 1/2 of Section 4, Township 19 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

Commence at a 1/2" open pipe at the SW corner of the NW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama; thence N 00°20'17" W along the west line of said 1/4-1/4 section a distance of 352.31 feet to a 5/8" rebar capped Hager, said point also being the POINT OF BEGINNING; thence N 00°04'13" E along the west line of said 1/4-1/4 section a distance of 156.84 feet to a 5/8" rebar; thence N 29°46'38" W leaving said 1/4-1/4 line a distance of 182.12 feet to a 5/8" rebar capped Hager on the southeastern right-of-way of Acton Road, said point also being on a curve to the left having a central angle of 00°21'39" and a radius of 7689.44 feet, said curve subtended by a chord bearing N 32°52'55" E and a chord distance of 48.43 feet; thence along the arc of said curve and along said right-of-way a distance of 48.43 feet to a rebar capped EDG; thence N 32°42'05" E along said right-of-way a distance of 52.86 feet to a rebar capped EDG; thence S 56°10'05" E leaving said right-of-way a distance of 101.05 feet to a 1" Crimp on the western line of Lot 9 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence S 00°20'30" E along the west line of Lots 9 and 8 a distance of 257.90 feet to a 1" crimp at the SW corner of Lot 8; thence N 89°59'07" E along the south line of Lot 8 a distance of 203.53 feet to a 5/8" rebar capped Robert Blain at the SE corner of Lot 8; thence S 59°36'04" E along the southwestern line of Lot 7 a distance of 78.08 feet to a 5/8" rebar at the SW corner of Lot 7; thence S 52°35'38" E a distance of 142.92 feet to a point; thence S 42°44'49" W a distance of 289.61 feet the centerline of a un-named tributary to the Cahaba River as described in instrument number 20020710000318550 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 24°08'01" W along the centerline of said tributary a distance of 140.28 feet to a point; thence N 55°17'52" W along said centerline a distance of 219.60 feet to the POINT OF BEGINNING. Less and Except that part of the above described parcel lying within the NE 1/4 of the NW 1/4 of Section 4, Township 19 South, Range 2 West and outside of the City of Vestavia Hills. Said parcel of land contains 2.10 acres, more or less.

O AND I PARCEL A

A parcel of land situated in Section 33, Township 18 South, Range 2 West, and Section 4, Township 19 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

BEGIN at a 1" crimp at the NE corner of Lot 17 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence S 42°47'55" W along the northwestern line of Lot 17 a distance of 263.37 feet to a 1" open pipe at the SW corner of Lot 17; thence S 43°16'06" W along the northwestern line of Lot 16 a distance of 76.33 feet to a 1" open pipe at the SW corner Lot 16; thence S 43°02'14" W along the northwestern line of Lot 15 a distance of 66.63 feet to a 5/8" rebar capped LDW at the SW corner of Lot 15; thence S 43°32'41" W along the northwestern line of Lot 14 a distance of 115.14 feet to a rebar capped EDG at the SW corner of Lot 14; thence S 31°14'26" W along the northwestern line of Lots 13 and 12 a distance of 261.37 feet to a 1" crimp at the SW corner of Lot 12; thence S 31°27'59" W along the northwestern line of Lot 11 a distance of 118.27 feet to a 1" open pipe at the SW corner of Lot 11; thence S 37°37'56" W along the northwestern line of Lot 10 a distance of 117.80 feet to a 1" Crimp at the SW corner of Lot 10; thence S 37°19'38" W along the northwestern line of Lot 9 a distance of 89.09 feet to a 1" Crimp; thence N 56°10'05" E a distance of 101.05 feet to a rebar capped EDG on the southeastern right-of-way of Acton Road; thence N 57°32'37" W along said right-of-way a distance of 9.98 feet to a rebar capped EDG; thence N 32°09'30" E along said right-of-way a distance of 77.23 feet to a 1/2" rebar; thence N 01°54'10" W along said right-of-way a distance of 18.78 feet to a 1" crimp; thence N 33°18'55" E along said right-of-way a distance of 318.67 feet to a rebar capped EDG at the point of curve to the left having a central angle of 09°54'07" and a radius of 1353.32 feet, said curve subtended by a chord bearing N 28°21'52" E and a chord distance of 233.59 feet; thence along the arc of said curve and along said right-of-way a distance of 233.88 feet to a 1" crimp; thence N 23°24'49" E along said right-of-way a distance of 141.98 feet to a 3/4" crimp at the point of curve to the right having a central angle of 40°23'15" and a radius of 405.01 feet, said curve subtended by a chord bearing N 43°30'25" E and a chord distance of 279.62 feet; thence along the arc of said curve and along said right-of-way a distance of 285.49 feet to a rebar capped EDG; thence N 63°42'02" E along said right-of-way a distance of 34.08 feet to a rebar capped EDG at the point of curve to the left having a central angle of 19°08'51" and a radius of 324.93 feet, said curve subtended by a chord bearing N 54°07'37" E and a chord distance of 108.08 feet, thence along the arc of said curve and along said right-of-way a distance of 108.59 feet to a rebar capped EDG at the intersection of said right-of-way and the southwestern right-of-way of Altavista Circle; thence S 32°49'35" E leaving Acton Road right-of-way and along the southwestern right-of-way of Altavista Circle a distance of 74.24 feet to a rebar capped EDG at the point of curve to the right having a central angle of 23°07'34" and a radius of 260.44 feet, said curve subtended by a chord bearing S 21°15'48" E and a chord distance of 104.41 feet; thence along the arc of said curve and along said right-of-way a distance of 105.12 feet to the POINT OF BEGINNING. Less and Except that part of the above

described parcel lying within the NE 1/4 of the NW 1/4 of Section 4, Township 19 South, Range 2 West and outside of the City of Vestavia Hills Said parcel of land contains 4.28 acres, more or less.

O AND I PARCEL B

A parcel of land situated in the SE 1/4 of Section 33, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

BEGIN at a 1" crimp at the NW corner of Lot 22 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence S 31°14'06" W along the northwestern line of Lot 22 a distance of 126.89 feet to a 1" crimp; thence S 31°28'22" W along the northwestern line of Lots 21, 20, and 19 a distance of 356.60 feet to a rebar capped EDG on the northeastern right-of-way of Altavista Circle, said point also being on a curve to the left having a central angle of 15°29'24" and a radius of 310.44 feet, said curve subtended by a chord bearing N 25°04'53" W and a chord distance of 83.67 feet; thence along the arc of said curve and along said right-of-way a distance of 83.93 feet to a rebar capped EDG; thence N 32°49'35" W along said right-of-way a distance of 89.75 feet to a rebar capped EDG at the intersection of said right-of-way and the southeastern right-of-way of Acton Road, said point also being on a curve to the left having a central angle of 17°32'58" and a radius of 324.93, said curve subtended by a chord bearing N 26°32'13" E and a chord distance of 99.14 feet; thence along the arc of said curve leaving Altavista Circle right-of-way and along the southeastern right-of-way of Acton Road a distance of 99.52 feet to a rebar capped EDG; thence N 17°45'46" E along said right-of-way a distance of 45.49 feet to a 1" open pipe at the point of curve to the right having a central angle of 09°58'56" and a radius of 774.14 feet, said curve subtended by a chord bearing N 22°42'37" E and a chord distance of 134.70 feet; thence along the arc of said curve and along said right-of-way a distance of 134.87 feet to a 1/2" open pipe; thence N 27°48'27" E along said right-of-way a distance of 229.76 feet to a rebar capped EDG at the point of curve to the right having a central angle of 03°20'09" and a radius of 994.63 feet, said curve subtended by a chord bearing N 29°28'31" E and a chord distance of 57.90 feet; thence along the arc of said curve and along said right-of-way a distance of 57.91 feet to a 3/4" crimp; thence N 31°06'17" E along said right-of-way a distance of 174.77 feet to a 1" crimp at the point of curve to the right having a central angle of 57°26'47" and a radius of 297.62 feet, said curve subtended by a chord bearing N 59°49'40" E and a chord distance of 286.06 feet; thence along the arc of said curve and along said right-of-way a distance of 298.40 feet to a 1" crimp; thence N 88°54'45" E along said right-of-way a distance of 210.37 feet to a rebar capped EDG at the point of non-tangent curve to the right having a

central angle of $06^{\circ}26'15''$ and a radius of 427.46 feet, said curve subtended by a chord bearing $S 72^{\circ}16'15'' E$ and a chord distance of 48.00 feet; thence along the arc of said curve and along said right-of-way a distance of 48.03 feet to a rebar capped EDG; thence $S 20^{\circ}56'53'' W$ along said right-of-way a distance of 25.00 feet to a rebar capped EDG; thence $S 26^{\circ}37'35'' W$ leaving said right-of-way a distance of 90.63 feet to a point; thence $S 36^{\circ}23'28'' W$ a distance of 220.00 feet to a point; thence $S 46^{\circ}27'16'' W$ a distance of 55.86 feet to a point; thence $S 53^{\circ}14'05'' W$ a distance of 353.04 feet to the POINT OF BEGINNING. Said parcel of land contains 6.10 acres, more or less.

RESIDENTIAL PARCEL A

A parcel of land situated in the SE 1/4 of Section 33, Township 18 South, Range 2 West, and the NE 1/4 of Section 4, Township 19 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

BEGIN at a rebar capped EDG at the NE corner of Lot 1 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence $N 46^{\circ}52'48'' W$ along the northeastern line of Lot 1 a distance of 159.10 feet to a rebar capped EDG at the NW corner of Lot 1, said point also being on the southeastern right-of-way of Altavista Drive; thence $N 47^{\circ}32'34'' E$ along said right-of-way a distance of 163.65 feet to a rebar capped EDG; thence $N 47^{\circ}00'21'' W$ along said right-of-way a distance of 61.10 feet to a rebar capped EDG; thence $N 24^{\circ}33'55'' E$ along said right-of-way a distance of 69.25 feet to a rebar capped EDG at a point of curve to the right having a central angle of $18^{\circ}10'50''$ and a radius of 600.00 feet, said curve subtended by a chord bearing $N 33^{\circ}39'20'' E$ and a chord distance of 189.59 feet; thence along the arc of said curve and along said right-of-way a distance of 190.39 feet to a rebar capped EDG; thence $N 42^{\circ}44'44'' E$ along said right-of-way a distance of a distance of 96.90 feet to a rebar capped EDG; thence $N 47^{\circ}08'16'' W$ along said right-of-way and along the northeastern line of Lot 22 a distance of 270.43 feet to a 1" crimp at the NW corner of Lot 22; thence $N 53^{\circ}14'05'' E$ a distance of 353.04 feet to a point; thence $N 46^{\circ}27'16'' E$ a distance of 55.86 feet to a point; thence $N 36^{\circ}23'28'' E$ a distance of 220.00 feet to a point; thence $N 26^{\circ}37'35'' E$ a distance of 90.63 feet to a rebar capped EDG on the southwestern right-of-way of Acton Road; thence $S 69^{\circ}03'07'' E$ along said right-of-way a distance of 185.44 feet to a rebar capped EDG at the point of a non-tangent curve to the left having a central angle of $05^{\circ}15'24''$ and a radius of 1837.71 feet, said curve subtended by a chord bearing $S 37^{\circ}28'03'' E$ and a chord distance of 168.54 feet; thence along the arc of said curve and along said right-of-way a distance of 168.60 feet to a rebar capped EDG at the point of compound curve having a central angle of $77^{\circ}26'10''$ and a radius of 119.75 feet, said curve subtended by a chord bearing $S 78^{\circ}48'50'' E$ and a chord

distance of 149.80 feet; thence along the arc of said curve and along said right-of-way a distance of 161.84 feet to a 3/4" crimp at the intersection of said right-of-way and the western right-of-way of Lakeland Trail, said point also being a point of reverse curve having a central angle of 95°34'00" and a radius of 29.07 feet, said curve subtended by a chord bearing S 69°44'55" E and a chord distance of 43.06 feet; thence leaving Acton Road right-of-way, along the arc of said curve, and along the western right-of-way of Lakeland Trail a distance of 48.49 feet to rebar capped EDG at the point of a compound curve having a central angle of 10°25'52" and a radius of 757.89 feet, said curve subtended by a chord bearing S 16°44'59" E and a chord distance of 137.79 feet; thence along the arc of said curve and along said right-of-way a distance of 137.98 feet to a rebar capped EDG; thence S 11°32'03" E along said right-of-way a distance of 86.00 feet to a rebar capped EDG at the point of curve to the left having a central angle of 26°10'25" and a radius of 466.26 feet, said curve subtended by a chord bearing S 24°37'15" E and a chord distance of 211.15 feet; thence along the arc of said curve and along said right-of-way a distance of 212.99 feet; thence S 42°47'35" W leaving said right-of-way a distance of 1234.55 feet to a point; thence N 47°16'54" W a distance of 378.49 feet to a point on the southeastern line of Lot 1; thence N 43°07'12" E along the southeastern line of Lot 1 a distance of 77.62 feet to the POINT OF BEGINNING. Said parcel of land contains 22.59 acres, more or less.

CITY PARCEL A

A parcel of land situated in the NW 1/4 of Section 3, the North 1/2 of Section 4, Township 19 South, Range 2 West, and the SE 1/4 of Section 33, the SW 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

Commence at a 1/2" open pipe at the NW corner of the SW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama; thence S 0°23'57" E along the west line of said 1/4-1/4 section a distance of 278.38 feet to a rebar capped EDG, said point being the POINT OF BEGINNING; thence continue along last described course a distance of 99.00 feet to a point; thence N 56°07'30" E a distance of 151.81 feet to a point; thence N 73°31'41" E a distance of 194.41 feet to a point; thence N 77°17'07" E a distance of 323.95 feet to a point; thence N 82°11'29" E a distance of 202.17 feet to a point; thence S 86°33'36" E a distance of 51.05 feet to a point; thence N 72°51'38" E a distance of 174.53 feet to a point; thence N 81°42'31" E a distance of 78.24 feet to a point; thence N 67°19'49" E a distance of 112.08 feet to a point; thence N 73°33'31" E a distance of 183.23 feet to a point; thence N 60°40'18" E a distance of 157.47 feet to a point; thence N 64°29'46" E a distance of 51.74 feet to a point; thence N 26°24'31" E a distance of 46.82 feet to a point; thence N 52°45'54" E a distance of 176.47 feet to a point; thence N 48°26'05" E a distance of 92.65 feet to a

point; thence N 55°29'29" E a distance of 14.23 feet to a point; thence N 70°55'33" E a distance of 21.97 feet to a point; thence N 82°10'03" E a distance of 26.93 feet to a point; thence S 89°19'29" E a distance of 63.84 feet to a point; thence N 87°53'52" E a distance of 67.54 feet; thence S 84°00'16" E a distance of 147.68 feet to a point; thence N 45°42'52" E a distance of 20.47 feet to a point; thence N 84°17'26" E a distance of 53.26 feet to a point; thence N 74°48'28" E a distance of 73.65 feet to a point; thence N 63°44'06" E a distance of 163.49 feet to a point; thence N 75°15'16" E a distance of 39.24 feet to a point; thence N 55°05'07" E a distance of 84.44 feet to a point; thence N 40°44'02" E a distance of 66.35 feet to a point; thence N 59°03'56" E a distance of 33.25 feet to a point; thence N 72°22'24" E a distance of 148.61 feet to a 5/8" rebar; thence N 49°33'06" W a distance of 345.01 feet to a 1/2" crimp on the western line of Lot 39 of River Estates as recorded in Map Book 4 Page 27 in the Office of the Judge of Probate in Shelby County, Alabama, and Map Book 53 Page 55 in the Office of the Judge of Probate in Jefferson County, Alabama; thence N 16°36'06" E a distance of 359.92 feet to a 1" crimp on the southwestern right-of-way of Lakeland Trail; thence N 56°50'02" W along said right-of-way a distance of 283.91 feet to a 1" crimp; thence N 32°38'25" E along said right-of-way a distance of 10.00 feet to a rebar capped EDG; thence N 57°21'35" W along said right-of-way a distance of 767.59 feet to a rebar capped EDG; thence S 45°21'10" W along said right-of-way a distance of 9.62 feet to a rebar capped EDG; thence N 44°40'00" W along said right-of-way a distance of 123.22 feet to a rebar capped EDG at the point of curve to the right having a central angle of 6°57'33" and a radius of 466.26 feet, said curve subtended by a chord bearing N 41°11'14" W and a chord distance of 56.60 feet; thence along the arc of said curve and along said right-of-way a distance of 56.63 feet to a point; thence S 42°47'35" W leaving said right-of-way a distance of 1234.55 feet to a point; thence N 47°16'54" W a distance of 378.49 feet to a point on the southeastern line of Lot 1 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence S 43°07'12" W along the southeastern line of Lots 1 and 2 a distance of 159.04 feet to a 3/4" crimp at the NE corner of Lot 3; thence S 39°57'49" W along the southeastern line of lot 3 a distance of 148.01 feet to a 1" open pipe at the NE corner of Lot 4; thence S 39°41'21" W along the southeastern line of Lots 4 and 5 a distance of 246.71 feet to a 3/4" crimp at the NE corner of Lot 6; thence S 39°29'21" W along the southeastern line of Lot 6 a distance of 114.06 feet to a 5/8" rebar at the NE corner of Lot 7; thence S 37°24'22" W along the southeastern line of Lot 7 a distance of 411.93 feet to a 5/8" rebar at the SE corner of Lot 7; thence S 52°35'38" E a distance of 142.92 feet to a point; thence S 42°44'49" W a distance of 289.61 feet the centerline of a un-named tributary to the Cahaba River as described in instrument number 20020710000318550 in the Office of the Judge of Probate in Shelby County, Alabama; thence S 24°08'01" E along said centerline a distance of 49.82 feet to a point on said centerline; thence S 37°25'51" W

along said centerline to the POINT OF BEGINNING. Said parcel of land contains 70.00 acres, more or less.

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 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

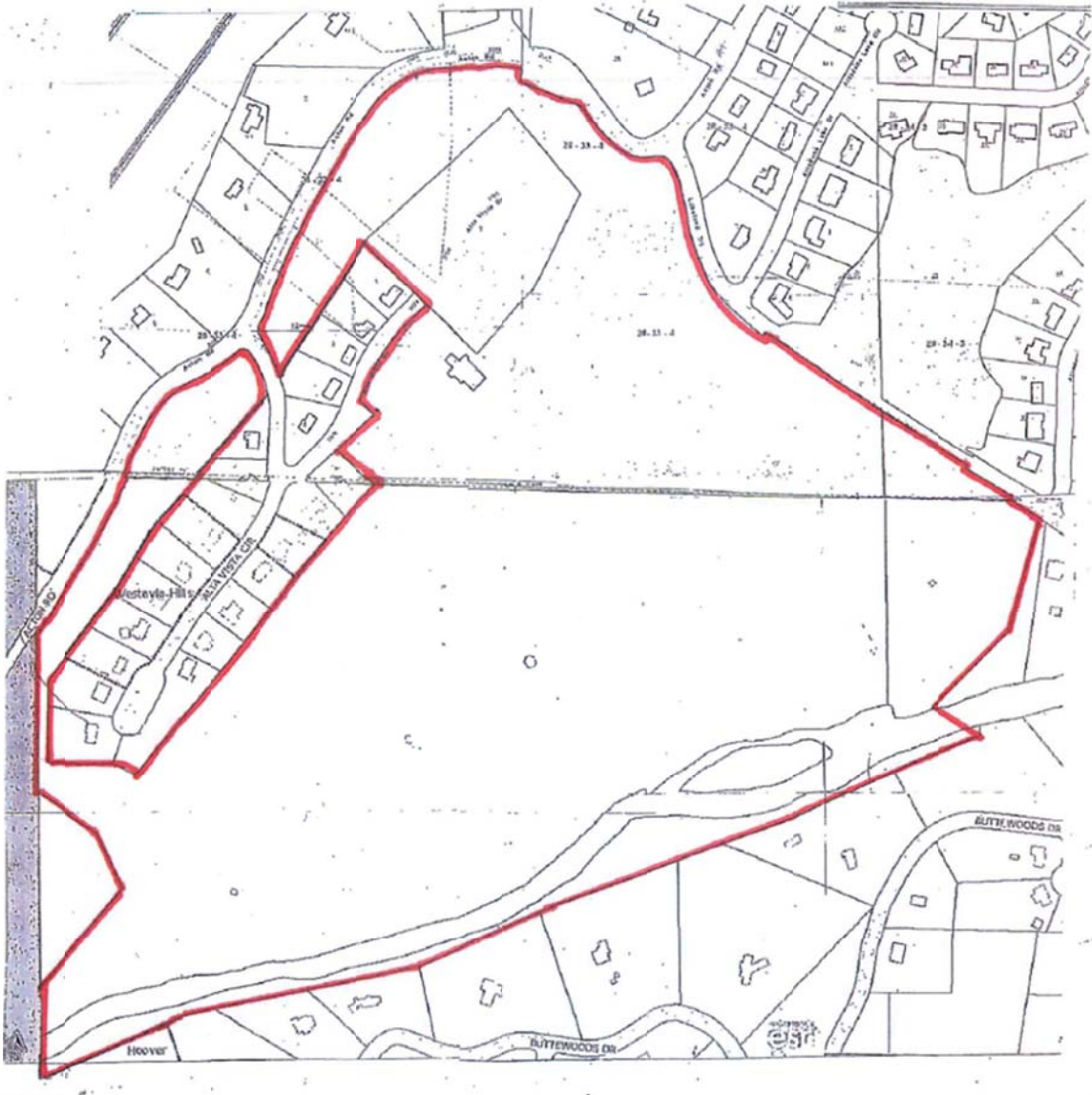
Rebecca Leavings
City Clerk

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 # 2599 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 28th day of September, 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: Altadena Country Club

Owners: Nall LLC

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 _____. 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 _____ Number in city N/A
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: Algodora Country Club


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 N/A Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman

ORDINANCE NUMBER 2596

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 A-1 TO VESTAVIA HILLS R-9

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County A-1 (agriculture) to Vestavia Hills R-9 (planned residential):

2308, 2312, 2320 Rocky Ridge Road
Carl A. Shaefer, Jr., Owner

More particularly described as follows:

Parcel I. A parcel of land located in Jefferson County, Alabama part of the SE 1/4 of Section 6, Township 19 South, Range 2 West, said Jefferson County and being more particularly described as follows:

Begin at the SE corner of Lot 1-A, Block 8, of Hidden Valley 2nd Sector, as recorded in Map Book 63, Page 67, in the Office of the Judge of Probate of Jefferson County, Alabama; thence North along the East line of said Block 8, 661.40 feet; thence 92 degrees 28 minutes 02 seconds right, in an Easterly direction along the Southerly line of Block 2 in the Second Sector of Derby Downs East Sector, as recorded in Map Book 78, Page 42 in said Probate Office and the extension thereof, a distance of 658.67 feet; thence 87 degrees 34 minutes 09 seconds right in a Southerly direction, a distance of 125.02 feet; thence 81 degrees 51 minutes 09 seconds left, Southeasterly 235.87 feet to a point in the Northwesterly right of way line of Rocky Ridge Road; thence 94 degrees 41 minutes 06 seconds right, Southwesterly along said right of way line a distance of 524.24 feet to the intersection with the Northerly right of way line of Wisteria Drive; thence 79 degrees 50 minutes 18 seconds right, Westerly along said right of way line a distance of 775.56 feet to the Point of Beginning.

Parcel II. A parcel of land located in Jefferson County, Alabama and lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 19 South,

Parcel II. A parcel of land located in Jefferson County, Alabama and lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 19 South, Range 2 West, said Jefferson County and being more particularly described as follows:

Beginning at a 3" capped pipe found marking the Southwest Corner of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 6; thence S 88°53'26" E for a distance of 267.95 feet to a 5/8" capped rebar set (SMW LS 19753); thence along the westerly right-of-way of Rocky Ridge Road with a curve to the left having an arc length of 33.41 feet, a radius of 985.31 feet, and a chord bearing and distance of S 12°30'03" W for 33.40 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 11°31'47" W along said westerly right-of-way line for a distance of 117.67 feet to a capped iron pin found (CA-81-LS); thence leaving said westerly right-of-way line N 83°09'31" W for a distance of 235.97 feet to a 1/2" open top pipe found; thence N 01°18'45" W for a distance of 125.02 feet to the Point of Beginning. Said Described parcel of land contains 0.79 acres, more or less.

Parcel III. A parcel of land located in Jefferson County, Alabama and lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 19 South, Range 2 West, said Jefferson County and being more particularly described as follows:

Beginning at a 3" capped pipe found marking the Southwest Corner of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 6; thence N 01°23'01" W along the westerly line of said Quarter-Quarter-Quarter for a distance of 354.66 feet to a 5/8" capped rebar set (SMW LS 19753); thence leaving said westerly line and run along the southerly line of the lands of the City of Vestavia Hills as described and recorded in Deed Book 200509, Page 8409 the following courses and distances: S 48°10'26" E for a distance of 190.78 feet to a 5/8" capped rebar set (SMW LS 19753); along a curve to the left having an arc length of 45.90 feet, a radius of 28.00 feet, and a chord bearing and distance of N 84°52'00" E for 40.93 feet to a 5/8" capped rebar set (SMW LS 19753); N 37°54'26" E for a distance of 150.60 feet to a 5/8" capped rebar set (SMW LS 19753); along a curve to the right having an arc length of 266.97 feet, a radius of 260.70 feet, and a chord bearing and distance of N 67°14'39" E for 255.46 feet to a 5/8" capped rebar set (SMW LS 19753) on the northwesterly right-of-way line of Rocky Ridge Road; thence leaving said southerly line along said northwesterly right-of-way line with a curve to the left having an arc length of 142.77 feet, a radius of 995.31 feet, and a chord bearing and distance of S 39°15'06" W for

142.65 feet to a 5/8" capped rebar set (SMW LS 19753); thence along said northwesterly right-of-way line S 54°51'28" E for a distance of 10.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence along said northwesterly right-of-way line with a curve to the left having an arc length of 372.66 feet, a radius of 985.31 feet, and a chord bearing and distance of S 24°18'26" W for 370.44 feet to a 5/8" capped rebar set (SMW LS 19753); thence leaving said northwesterly right-of-way line N 88°53'26" W for a distance of 267.95 feet to the Point of Beginning. Said described parcel of land contains 2.62 acres, more or less.

BE IT FURTHER RESOLVED that said rezoning is conditioned upon the following conditions: (1) Approval is conditioned upon the preliminary plat substantially as submitted; and (2) Maintenance covenants will be submitted with the final plat.

APPROVED and ADOPTED this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

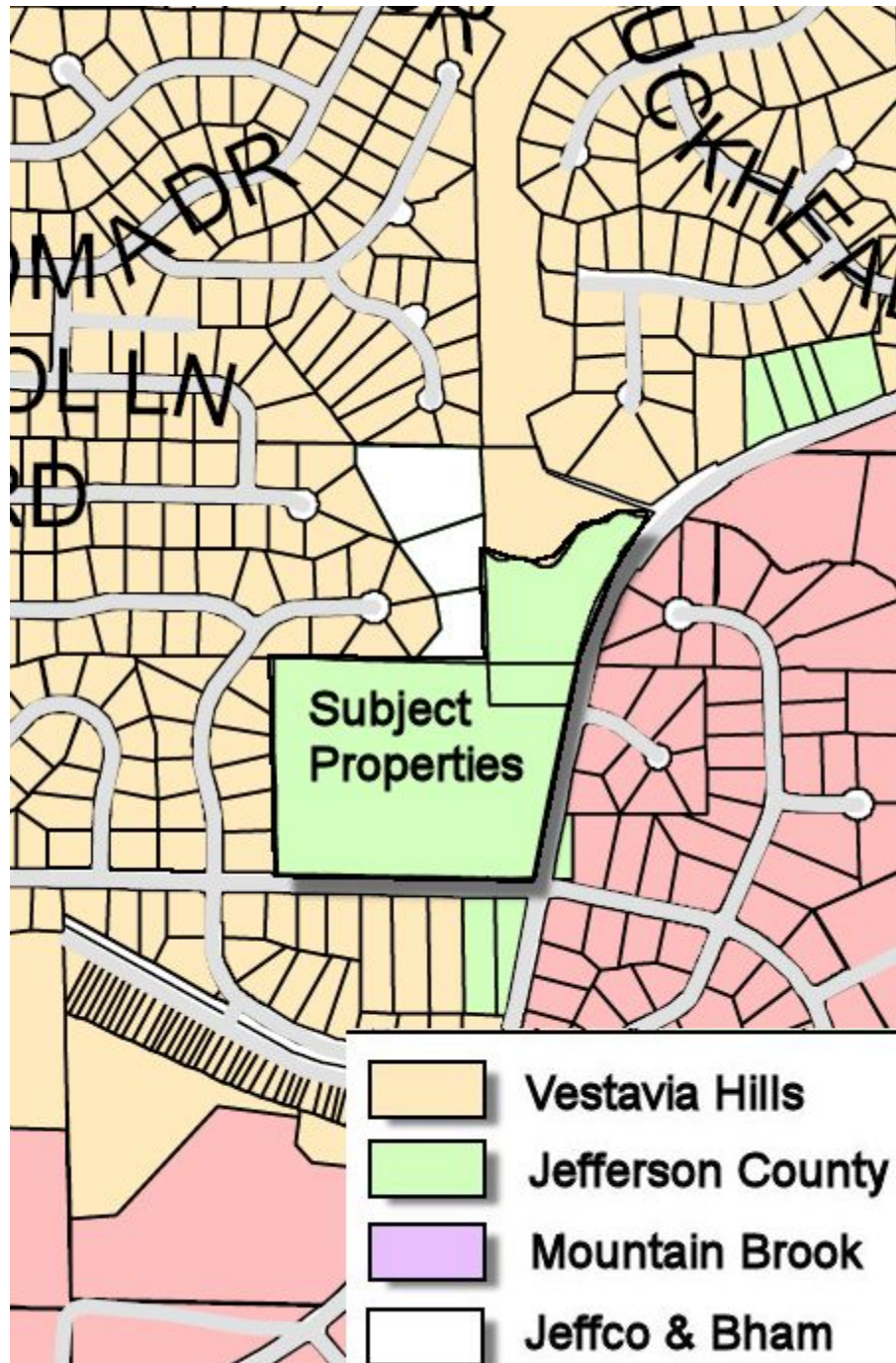
Rebecca Leavings
City Clerk

CERTIFICATION:

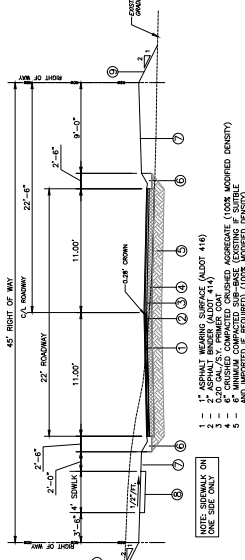
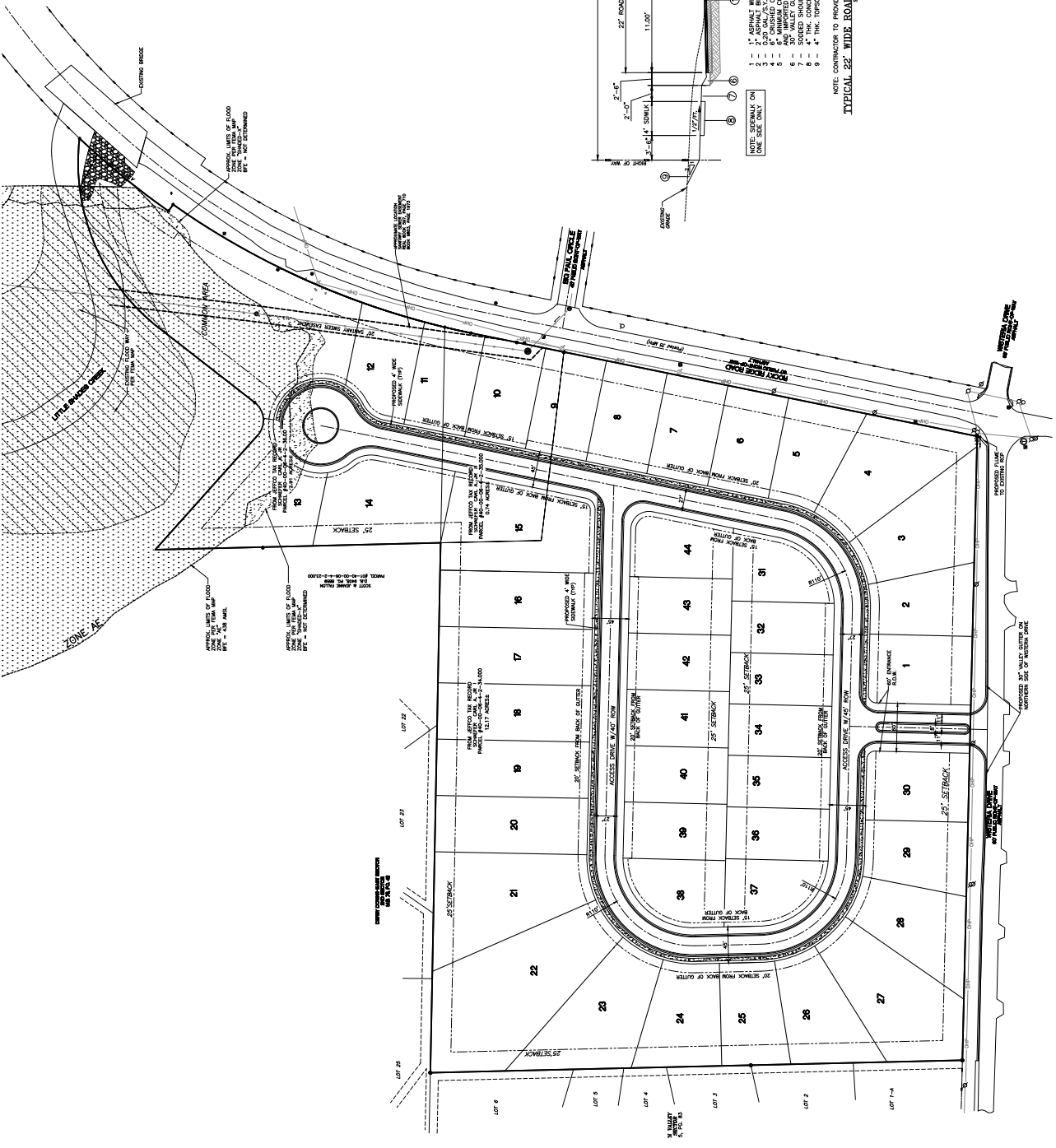
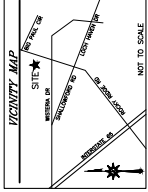
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2596 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of September, 2015 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



CLIENT: WISTERIA II, LLC 345 INDUSTRIAL LANE BIRMINGHAM, ALABAMA 35216		DATE: 06/15/15 SCALE: 1"=60' SHEET: 1 OF 1
APPROVED: [Signature]		
DESIGNED: [Signature] DRAFTER: [Signature]	CHECKED: [Signature]	PROJECT NO. 07-0909
PRELIMINARY PLAN		
NO. 0	REVISIONS	DATE 06/25/15
ISSUED FOR CLIENT REVIEW		



LEGEND	
	POWER LINE
	GAS
	SANITARY SEWER
	STORM SEWER
	WATER MAIN
	SEWER MAIN
	ELECTRIC
	FENCING
	PLANTING
	UTILITY MARKERS
	SURVEY POINTS
	EASEMENT
	RIGHT OF WAY
	PROPOSED ROAD
	PROPOSED PAVEMENT
	PROPOSED GRAVEL
	PROPOSED TOPSOIL
	PROPOSED MULCH
	PROPOSED SEED
	PROPOSED DRAINAGE
	PROPOSED EROSION CONTROL
	PROPOSED RETENTION WALL
	PROPOSED GATE
	PROPOSED STRUCTURE
	PROPOSED FOUNDATION
	PROPOSED FOOTING
	PROPOSED WALL
	PROPOSED COLUMN
	PROPOSED SLAB
	PROPOSED DECK
	PROPOSED STAIR
	PROPOSED RAMP
	PROPOSED WALKWAY
	PROPOSED PATH
	PROPOSED TRAIL
	PROPOSED DRIVEWAY
	PROPOSED GATEPOST
	PROPOSED POST-AND-RAIL FENCE
	PROPOSED CHAIN-LINK FENCE
	PROPOSED WOOD FENCE
	PROPOSED STONE WALL
	PROPOSED CONCRETE BLOCK WALL
	PROPOSED BRICK WALL
	PROPOSED MASONRY WALL
	PROPOSED FOUNDATION WALL
	PROPOSED BASEMENT WALL
	PROPOSED FOUNDATION FOOTING
	PROPOSED FOUNDATION COLUMN
	PROPOSED FOUNDATION SLAB
	PROPOSED FOUNDATION WALL
	PROPOSED FOUNDATION COLUMN
	PROPOSED FOUNDATION SLAB

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

Date: **AUGUST 13, 2015**

- **CASE: P-0815-43**
- **REQUESTED ACTION:** Rezoning for 2312 & 2320 Rocky Ridge Rd. and 3375 Wisteria Dr. from Jefferson County A-1 a to Vestavia Hills R-9 For The Purposes Of Annexation and Preliminary Plat Approval For 45 New Residential Lots
- **ADDRESS/LOCATION:** 2312 & 2320 Rocky Ridge Rd. and 3375 Wisteria Dr.
- **APPLICANT/OWNER:** Carl A. Schaefer, Jr.
- **REPRESENTING AGENT:** Taylor Burton & SMW Engineering
- **GENERAL DISCUSSION:** Property is un-annexed property at the corner of Rocky Ridge Rd. and Wisteria Dr. City Council passed Resolution Number 4723 on 6/22/15 (attached) beginning the 90 day annexation process for the property.

Lots average around a quarter of an acre in size. The proposed setbacks are 15-20' depending on lot as indicated on plat for the front setback, 0' on the side, with a minimum distance of 15' between houses, and 25' in the rear.

Application will continue to City Council on 9/28/15 for potential annexation and rezoning. If approved, applicant will return in September/October for final plat.

- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan for Neighborhood, low/medium density single family development.
- **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:** Subject to review and approval of traffic study.

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

MOTION Mr. Wolfe made a motion to recommend approval of Rezoning for 2312 & 2320 Rocky Ridge Rd. and 3375 Wisteria Dr. from Jefferson County A-1 a to Vestavia Hills R-9 For The Purposes Of Annexation and Preliminary Plat Approval For 45 New Residential Lots with the following conditions:

1. Approval is conditioned to the preliminary plat submitted;
2. Maintenance covenants will be submitted with final plat;

Second was by Mr. Visintainer. 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. Visintainer – yes	Mr. Brooks – yes
Mr. Larson – yes	Motion carried.

P0815-43//40-6-4-2-34, 35 & 36
3375 Wisteria Dr., 2312 & 2320
Rocky Ridge Rd.
Rezone to VH R-9
Carl Schaefer, Jr.

JC A-1

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

2015 JUN 26 PM 2:30

I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered**. All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which it shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. ***No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

II. APPLICANT INFORMATION: (owner of property)

NAME: Carl A. Schaefer, Jr.

ADDRESS: 345 Industrial Lane, Birmingham, AL 35211

MAILING ADDRESS (if different from above) 345 Industrial Lane, Birmingham, AL 35211

PHONE NUMBER: Home (205) 999-5684 Office (205) 945-8444

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

Taylor Burton & SMW Engineering Group, Inc. et al.

III. ACTION REQUESTED

Request that the above described property be zoned/rezoned

✓ From: County A-1

✓ To: VH R-9

For the intended purpose of: Development of a 44 Lot Sub Division

(Example: From "VH R-1" to "VH O-1" for office building)

if additional information is needed, please attached full description of request

IV. PROPERTY DESCRIPTION: (address, legal, etc.)

3375 Wisteria Drive, 2312 Rocky Ridge Road & 2320 Rocky Ridge Road, Birmingham, AL 35216 and legally described as Three parcels that total 15.8 +/- acres

and have metes and bounds descriptions and are listed by Jefferson County, AL as parcels 40 00 06 4 002 034.000, 40 00 06 4 002 035.000 & 40 00 06 4 002 036.000

Property size: _____ feet X _____ feet. Acres: 15.8 +/-

V. INFORMATION ATTACHED:



Attached Checklist complete with all required information.

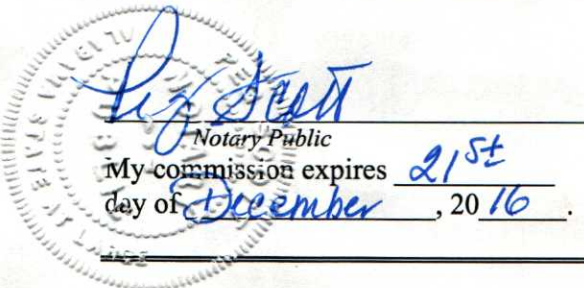


Application fees submitted.

VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

Carl Schaefer, Jr. 6/24/15
Owner Signature/Date Representing Agent (if any)/date

Given under my hand and seal
this 24th day of June, 2015.



ORDINANCE NUMBER 2597

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

WHEREAS, on the 8th day of June, 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:

2308, 2312 and 2320 Rocky Ridge Road
Carl A. Schaefer, Jr., Owner(s)

More particularly described as follows:

Parcel I. A parcel of land located in Jefferson County, Alabama part of the SE 1/4 of Section 6, Township 19 South, Range 2 West, said Jefferson County and being more particularly described as follows:

Begin at the SE corner of Lot 1-A, Block 8, of Hidden Valley 2nd Sector, as recorded in Map Book 63, Page 67, in the Office of the Judge of Probate of Jefferson County, Alabama; thence North along the East line of said Block 8, 661.40 feet; thence 92 degrees 28 minutes 02 seconds right, in an Easterly direction along the Southerly line of Block 2 in the Second Sector of Derby Downs East Sector, as recorded in Map Book 78, Page 42 in said Probate Office

and the extension thereof, a distance of 658.67 feet; thence 87 degrees 34 minutes 09 seconds right in a Southerly direction, a distance of 125.02 feet; thence 81 degrees 51 minutes 09 seconds left, Southeasterly 235.87 feet to a point in the Northwesterly right of way line of Rocky Ridge Road; thence 94 degrees 41 minutes 06 seconds right, Southwesterly along said right of way line a distance of 524.24 feet to the intersection with the Northerly right of way line of Wisteria Drive; thence 79 degrees 50 minutes 18 seconds right, Westerly along said right of way line a distance of 775.56 feet to the Point of Beginning.

Parcel II. A parcel of land located in Jefferson County, Alabama and lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 19 South, Range 2 West, said Jefferson County and being more particularly described as follows:

Beginning at a 3" capped pipe found marking the Southwest Corner of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 6; thence S 88°53'26" E for a distance of 267.95 feet to a 5/8" capped rebar set (SMW LS 19753); thence along the westerly right-of-way of Rocky Ridge Road with a curve to the left having an arc length of 33.41 feet, a radius of 985.31 feet, and a chord bearing and distance of S 12°30'03" W for 33.40 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 11°31'47" W along said westerly right-of-way line for a distance of 117.67 feet to a capped iron pin found (CA-81-LS); thence leaving said westerly right-of-way line N 83°09'31" W for a distance of 235.97 feet to a 1/2" open top pipe found; thence N 01°18'45" W for a distance of 125.02 feet to the Point of Beginning. Said Described parcel of land contains 0.79 acres, more or less.

Parcel III. A parcel of land located in Jefferson County, Alabama and lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 19 South, Range 2 West, said Jefferson County and being more particularly described as follows:

Beginning at a 3" capped pipe found marking the Southwest Corner of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 6; thence N 01°23'01" W along the westerly line of said Quarter-Quarter-Quarter for a distance of 354.66 feet to a 5/8" capped rebar set (SMW LS 19753); thence leaving said westerly line and run along the southerly line of the lands of the City of Vestavia Hills as described and recorded in Deed Book 200509, Page 8409 the following courses and distances: S 48°10'26" E for a distance of 190.78 feet to a 5/8" capped rebar set (SMW LS 19753); along a curve to the left having

an arc length of 45.90 feet, a radius of 28.00 feet, and a chord bearing and distance of N 84°52'00" E for 40.93 feet to a 5/8" capped rebar set (SMW LS 19753); N 37°54'26" E for a distance of 150.60 feet to a 5/8" capped rebar set (SMW LS 19753); along a curve to the right having an arc length of 266.97 feet, a radius of 260.70 feet, and a chord bearing and distance of N 67°14'39" E for 255.46 feet to a 5/8" capped rebar set (SMW LS 19753) on the northwesterly right-of-way line of Rocky Ridge Road; thence leaving said southerly line along said northwesterly right-of-way line with a curve to the left having an arc length of 142.77 feet, a radius of 995.31 feet, and a chord bearing and distance of S 39°15'06" W for 142.65 feet to a 5/8" capped rebar set (SMW LS 19753); thence along said northwesterly right-of-way line S 54°51'28" E for a distance of 10.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence along said northwesterly right-of-way line with a curve to the left having an arc length of 372.66 feet, a radius of 985.31 feet, and a chord bearing and distance of S 24°18'26" W for 370.44 feet to a 5/8" capped rebar set (SMW LS 19753); thence leaving said northwesterly right-of-way line N 88°53'26" W for a distance of 267.95 feet to the Point of Beginning. Said described parcel of land contains 2.62 acres, more or less.

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 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

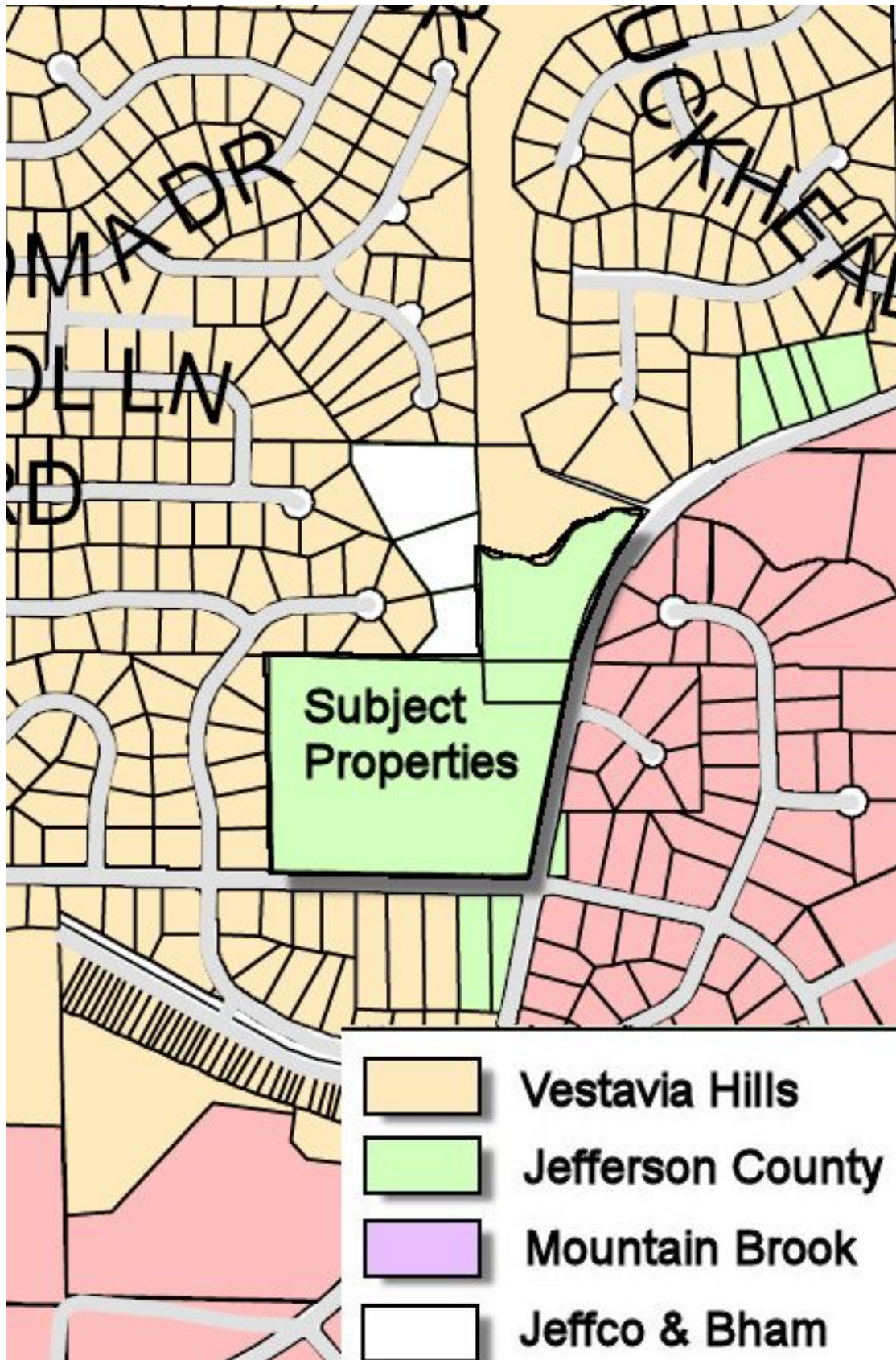
Rebecca Leavings
City Clerk

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 # 2597 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 28th day of September, 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: 2308, 2312, 2320 Rocky Ridge Road

Owners: Carl Shaefer, Jr; Dan Sims representing

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 _____ . 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 ___ undeveloped
Number of total homes _____ Number in city N/A
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: 2308, 2312, 2320 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 _____; Plan to enroll in VH schools Yes _____ No _____ Comments: NA

Other Comments: Underdeveloped Land
preliminary layout meets first
stage approval.


George Pierce
Chairman

EXHIBIT "C"

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

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: 2308, 2312, 2320 Rocky Ridge Road

Engineering: Date: _____ Initials: _____

Comments: _____

Public Services: Date: _____ Initials: _____

Comments: _____

Police Department: Date: 3-11-15 Initials: AW

Comments: No problems

Fire Department: Date: 3/6/15 Initials: AW

Comments: Need more information of size of homes
and setback back / distance between homes. fire hydrants
will be required as part of development.

Rebecca Leavings

From: Morrison, Michael <morrisonm@jccal.org>
Sent: Thursday, January 15, 2015 4:52 PM
To: Rebecca Leavings
Subject: RE: Wisteria and rocky ridge

Like I needed a blast from the past today...oh, by the way, Happy New Year, hope all is going well! Xoxo..

...only e-mail me when people are getting on your nerves, just so you can share the frustration...I see how you are.

The conditions/covenants were as follows:

entire property to remain zoned R-G (Single Family), as amended by the applicant, with the following covenants:
1. the subdivision shall be developed with a maximum of 44 units, with a minimum lot size of 10,000 square feet and an average lot size of 12,500 square feet; 2. the developer shall provide a left turn lane and a right turn taper on Rocky Ridge Road in accordance with the approved revised traffic study submitted to the Department of Roads & Transportation; 3. the post-development run-off from this property shall not exceed the run-off in its pre-development condition; 4. there shall be no development in the floodplain; and, 5. the zoning of this property shall revert back to its original zoning, A-1 (Agriculture), if development is not implemented within one (1) year of the previously-recorded reversion date (July 22, 2010). This means there must be some kind of substantive permanent physical improvement installed on/in the property, in accordance with plans approved by all appropriate departments and agencies, by the end of the day July 22, 2011. If not, the property will automatically revert; the proposed development will no longer be a permitted use; and a re-zoning of the property will be necessary before any further work can be done on the development in question. Also, please note that simply having approved plans, a building permit, clearing the site of vegetation or even performing excavation on the property does not satisfy this requirement: there must be actual construction underway on the site.

Initially, he proposed office buildings along Rocky Ridge...nobody liked that idea.

Is there anything else I could do for you? Root canal, perhaps?

Michael R. Morrison - Planner
Jefferson County Commission / Office of Land Planning & Development Services Room 260-Courthouse / 716 Richard Arrington Jr. Blvd. N / Birmingham, AL 35203
(205)325-5638 ext. 20045

-----Original Message-----

From: Rebecca Leavings [<mailto:rleavings@vhal.org>]
Sent: Thursday, January 15, 2015 4:32 PM
To: Morrison, Michael
Subject: Wisteria and rocky ridge

Hi Michael,

Can you remind me the stipulations the county put on Dan Sims on that acreage at corner of Rocky Ridge and Wisteria. I think the reversion has taken place a long time ago but he's coming and talking to my city manager and I'm not so sure what he is showing is what jeffco stipulated. Also, didn't they recommend a turning land and road improvements?

ORDINANCE NUMBER 2600

**ORDINANCE ESTABLISHING THE ROCKY RIDGE
ENTERTAINMENT DISTRICT**

WITNESSETH THESE RECITALS:

WHEREAS, Act 2012-438 as amended by Act 2013-382 now appearing as Section 28-3A-17.1, *Code of Alabama, 1975*, authorized certain municipalities in the State of Alabama to establish entertainment districts within its corporate limits; and

WHEREAS, the Legislature of the State of Alabama enacted Act No. 2015-267, which became law on May 27, 2015, to authorize the City of Vestavia Hills, Alabama to establish no more than three (3) entertainment districts within the corporate City limits; and

WHEREAS, pursuant to the terms and provisions and conditions of Act No. 2015-267, the City Council wishes to establish an entertainment district for the purpose of regulating the sale and consumption of alcoholic beverages as provided herein below.

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

SECTION 1. Under the authority granted in Section 1 of Act No. 2015-267 of the Alabama Legislature, there shall be hereby established the Rocky Ridge Entertainment District with the areas and boundaries as set forth and designated in Exhibit A.

SECTION 2. Any licensee who receives an entertainment district designation for an on-premise retail license from the Alabama Alcoholic Beverage Control Board shall comply with all laws, rules, and regulations which govern its license type, except that the patrons, guests or members of that licensee may exit that licensed premises with open containers of alcoholic beverages and consume alcoholic beverages anywhere within the confines of the entertainment district but may not enter another licensed premises with open containers or closed containers of alcoholic beverages acquired elsewhere.

SECTION 3. No licensee who receives an entertainment district designation shall allow alcoholic beverages to be removed from the licensed premises in bottles or glass containers.

SECTION 4. Except for special events as permitted by the Alabama Alcoholic Beverage Control Board and in compliance with all laws, rules, and regulations; no alcoholic beverages

purchased outside of the district shall be allowed in open containers in the Entertainment District.

SECTION 5. Alcoholic beverages may be sold at a licensed premises within an entertainment district designation during the hours of 9:00 a.m. and 2:00 a.m. of the following morning.

SECTION 6. This Ordinance shall become effective upon passage, approval and publication or as otherwise

DONE, ORDERED, ADOPTED and APPROVED this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2600 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 28th day of September, 2015, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the _____ day of _____, 2015.

Rebecca Leavings
City Clerk

**ROCKY RIDGE
ENTERTAINMENT DISTRICT
BOUNDARY DESCRIPTION**

Commence at the NE Corner of Lot 9 of Countrywood Trace Garden Homes as recorded Map Book 167 Page 14 in the Probate of Jefferson County, Alabama. Located in NW $\frac{1}{4}$ of Section 32 Township-18 South- Range 2 West.

Thence run westerly along the northerly line of lots 9-8-7-6 and 5, to the Northwesterly corner of Lot 5 of the said Countrywood Trace Garden Homes.

Thence turn and run southerly along the westerly line of lots 5-4-3-2 and 1 of the said Countrywood Trace Garden Homes to the south west corner of Lot 1 of the said Countrywood Trace Garden Homes. Said point being on the northerly right of way line of Ridgedale Drive.

Thence turn and run westerly along the said northerly right of way line of Ridgedale Drive for a distance of 125 feet to a point on the said northerly right of way line, thence turn and run southerly across Ridgedale Drive to a point on the southerly right of way line of Ridgedale Drive. Said point being the northeast corner of Lot 2B of a Resurvey of Lot 2 Rocky Ridge Estates as recorded in Map Book 159 Page 65 in the Probate Office of Jefferson County.

Thence run southerly along the easterly line of the said Lot 2B to the Southeast corner of the said Lot 2B, thence turn and run westerly along the south line of Lot 2 B and Lot 2A to the Southwesterly corner of Lot 2A of the said resurvey of Lot 2 Rocky Ridge Estates. Said Corner being on the easterly right of way line of Rocky Ridge Road.

Thence run in a northwesterly direction across Rocky Ridge Road to a point on the Westerly right of way line of Rocky Ridge Road. Said point being the southeast corner of a parcel of property as recorded in Deed Book 201416 Page 23608. Thence run westerly along the south line of said parcel to the southwest corner of said parcel. Said southwest corner of said parcel also being the Northeast corner of Lot 21 of The Glen of Vestavia as recorded in Map Book 211 Page 56 in the probate office of Jefferson County, Alabama.

Thence run westerly along the north line of lots 21-20-19-18-17 and 16 to the northwest corner of Lot 16 of said The Glen of Vestavia. Thence turn and run northerly along the easterly line of lots 14-13 and 12 to the Northeast corner of Lot 12 of said The Glen of Vestavia.

Thence turn and run westerly along the north line of lots 12-11-10 and 9 to the Northwest corner of the said Lot 9 of said The Glen of Vestavia. Thence continue along the last described course for a distance of 112.55 feet to a point. Thence turn and run Northeasterly a distance of 330 feet more or less to a point located on the northerly right of way line of Morgan Drive. Said point being the Southeasterly corner of a parcel of property as recorded in Deed Book 9808 Page 0905 in the Probate Office of Jefferson County, Alabama.

Thence run northerly along the easterly line of the said parcel as recorded in said Deed Book 9808 page 0905 for a distance of 896.91 feet more or less to a corner point on the said easterly line of said parcel. Thence turn and run easterly along the projected northerly property line of a parcel of property as recorded in Deed Book 200207 Page 8191 in the probate office of Jefferson County, Alabama a distance of 88.66 feet more or less to the northwesterly corner of said parcel as recorded in Deed Book 200207 Page 8191. Thence continue along the said northerly line of said parcel 180.30 feet more or less to a point. Said point being the southwest corner of a parcel as recorded in Book 4445 Page 930.

Thence run northerly along the westerly line of said parcel recorded in Book 4445 page 930 for a distance of 121.40 feet more or less to the northwest corner of said parcel. Thence turn and run easterly along the northerly line of said parcel a distance of 238.1 feet more or less to the northeast corner of said parcel. Said corner being on the westerly right of way line of Rocky Ridge Road. Thence turn and run southerly along the westerly right of way of Rocky Ridge Road a distance of 139 feet more or less to the southeast corner of said parcel. Said southeast corner of said parcel being the northeast corner of a parcel of property as recorded in deed book 200207 Page 8191 in the Probate Office of Jefferson County, Alabama.

Thence continue in a southerly direction along the westerly right of way line of said Rocky Ridge Road 121.12 feet to the southeasterly corner of said parcel as recorded in deed book 200207 Page 8191. Said southeasterly corner of said parcel also being the northeasterly corner of a parcel of property as deeded in Deed Book 200206 Page7465 in the Probate Office of Jefferson County, Alabama.

Thence continue in a southerly direction along the said westerly right of way of said Rocky Ridge Road for a distance of 120.94 feet to the southeast corner of said parcel as recorded in Deed Book 200206 Page7465. Said southeast corner also being the northeast corner of a parcel as recorded in Deed Book 200407 page 7258 in the Probate Office of Jefferson County, Alabama.

Thence continue in a southerly direction along the said westerly right of way of Rocky Ridge Road for a distance of 131.55 feet to the southeast corner of said parcel recorded in Deed Book 200407 page 7258.

Thence turn and run southeasterly across Rocky Ridge Road to a point on the easterly right of way line of said Rocky Ridge Road. Said point being the northwest corner of Lot 2 Oak Park Plaza as recorded in Map Book 153 page 23. Thence continue along the northerly line of said Lot 2 to the northeast corner of said Lot 2. Said northeast corner also being the northwest corner of Lot 1-A Resurvey of Oak Park Plaza as recorded in Map Book 191 Page 19 in the Probate Office of Jefferson County, Alabama. Thence continue along the northerly line of said Lot 1-A to the northeast corner of said Lot 1-A. thence turn and run southerly along the easterly line of said lot 1-A to the southeast corner of said Lot 1-A.

Thence continue along the last described course a distance of 66.0 feet more or less to the point of beginning.

Rocky Ridge Entertainment District



PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

September 1, 2015

By Electronic Mail and Regular Mail

City Clerk Rebecca Leavings
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Proposed Ordinance to Establish An Entertainment District

Dear Mrs. Leavings:

On August 17, 2015, you sent to me via electronic mail a proposed ordinance regarding the establishment of an entertainment district with a request that I review the same and provide you with any suggested revisions. The purpose of this letter is to comply with your request.

In order to advise you as requested, I reviewed the following:

1. Act Number 2012-438 as amended by Act 2013-382 now appearing as Title 28-3A-17.1 and Title 28-3A-20.1, *Code of Alabama, 1975*.
2. Act Number 2015-267.
3. City of Dothan Ordinance.
4. One opinion of the State of Alabama Attorney General.
5. I consulted with the Alabama League of Municipalities, but it does not have any information regarding this subject and simply referred me to the City of Montgomery.

September 1, 2015

Page 2

I do not have any recommendations for modifications of the body of the ordinance. However, I do recommend that the preamble be amended so as amended to read in words and figures as follows:

“WITNESSETH THESE RECITALS:

WHEREAS, Act 2012-438 as amended by Act 2013-382 now appearing as Section 28-3A-17.1, *Code of Alabama, 1975*, authorized certain municipalities in the State of Alabama to establish entertainment districts within its corporate limits; and

WHEREAS, the Legislature of the State of Alabama enacted Act No. 2015-267, which became law on May 27, 2015, to authorize the City of Vestavia Hills, Alabama to establish no more than three entertainment districts within the corporate City limits; and

WHEREAS, pursuant to the terms, provisions and conditions of Act No. 2015-267, the City Council wishes to establish an entertainment district for the purpose of regulating the sale and consumption of alcoholic beverages as provided herein below.”

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeff Downes (by e-mail/regular mail)