

**Vestavia Hills
City Council Agenda
September 28, 2015
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Karen J. Odle, President/CEO, Vestavia Hills Chamber of Commerce
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. Proclamation – Firefighter Appreciation Month – October 2015
7. City Manager’s Report
8. Councilors’ Reports
9. Financial Reports – Melvin Turner III, Finance Director/City Treasurer
10. Approval of Minutes – September 14, 2015 (Regular Meeting)

Old Business

11. 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*)
12. Ordinance Number 2599 – Annexation – 90-Day Final – Altadena Valley Country Club; Nall Partnership, LLP (*public hearing*)
13. 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*)
14. Ordinance Number 2597 – Annexation – 90-Day Final – 2308, 2312, 2320 Rocky Ridge Road; Carl A. Shaefer, Jr., Owner (*public hearing*)
15. Ordinance Number 2600 – An Ordinance Establishing the Rocky Ridge Road Entertainment District (*public hearing*)

New Business

16. Resolution Number 4758 – A Resolution Accepting A Bid For Custodial Services For The City Center And The City Hall

17. Resolution Number 4759 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With The City Of Hoover, Alabama, For Participation In A Firefighter Recruit School To Be Conducted By The City Of Hoover’s Fire Department
18. Resolution Number 4761 – A Resolution Authorizing The City Manager To Execute And Deliver An Easement Agreement Dedicating An Easement On The Southern Line Of Lot 2, Resurvey Of Lots 4, 8, 9, 10, 11 & 12, Fourth Addition To Beacon Hills; City Of Vestavia Hills, Owner

New Business (Requesting Unanimous Consent)

19. Resolution Number 4760 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Goodwyn Mills And Cawood For Planning Services For The B-E. Care Entrance To The Altadena Valley Country Club
20. Resolution Number 4763 - A Resolution Authorizing The City Manager To Execute And Deliver An Agreement For Professional Services For Programming And Schematic Layout Of A Proposed New Public Works Facility

First Reading (No Action Taken At This Meeting)

21. Resolution Number 4762 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement For A Multi-Jurisdictional APPLE Project To Study And Further Develop Improvement Plans For A Section Of Acton Road Near The Former Altadena Valley Country Club
22. Ordinance Number 2602 – Rezoning – 513 Montgomery Highway; Lot 1, Resurvey Of Lots 4, 8, 9 10, 11 & 12, Fourth Addition To Beacon Hills; Rezone From Vestavia Hills R-2 (Medium Density Residential District) To B-2 (General Business District) With Future Limited Uses; City Of Vestavia Hills, Owner; Getra Sanders, CFA Development Manager, Representing
23. Ordinance Number 2603 – Conditional Use Approval For A Home Occupation For Property Located At 3794 Poe Drive, S ½ Of Lot 4 And All Of Lot 3, Glass 3rd Add To New Merkle; Conditional Use Approval For A Home Occupation With One Fulltime And Two “Drop-In” Employees Who Do Not Reside On The Property; Jon Hinds, Owner
24. Ordinance Number 2604 – Conditional Use Approval For A Home Occupation For Property Located At 4191 Vestview Drive, Liberty Park; Peggy Vanek-Titus, Owner
25. Ordinance Number 2605 – Rezoning – 3127 Blue Lake Drive And 4565 Pine Tree Circle; Lot 10-A, Acton’s Resurvey Of Lot 8 Thru 10 And Lots 11 & 12, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Low Density Residential District) To Vestavia Hills B-

- 1-2 (Planned Business District); Beth A. Holsenback, Kenneth Andrews And Pine Tree Partners, LLC, Owners
26. Ordinance Number 2606 – Rezoning – 4209 Autumn Lane; Rezone From Vestavia Hills R-4 (Medium Density Residential District) To Vestavia Hills B-1 (Neighborhood Business District) With Uses Limited To Professional Office; Brent Martina And Tim Coker, Owners, John Whitson, Representing
 27. Ordinance Number 2607 – 3117 And 3121 Blue Lake Drive; Lots 29 & 30, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Low Density Residential District) To Vestavia Hills O-1 (Office District); Slate Barganier Holdings, LLC And VGD On Blue Lake, LLC, Owners
 28. Citizens Comments
 29. Motion For Adjournment

PROCLAMATION

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

WHEREAS, in addition to their daily service to communities, firefighters throughout the state and across the nation have joined the Muscular Dystrophy Association for over 60 years in the fight against neuromuscular diseases; and

WHEREAS, Vestavia Hills firefighters have partnered with the Muscular Dystrophy Association through the "Fill the Boot" campaign for MDA; and

WHEREAS, the funds collected will help to provide summer camps, research grants, support groups, public education seminars and medical services at local clinics at no cost to children and families; and

WHEREAS, firefighters locally and nationally are the largest contributors to the Muscular Dystrophy Association, as they have collected millions of dollars to help fight the disease; and

WHEREAS, these dedicated men and women are to be commended for the time and effort they have given for the benefit of not only our community but also the children and adults who are battling Muscular Dystrophy;

NOW, THEREFORE, I, Alberto C. Zaragoza, Jr., by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim October 2015 as

VESTAVIA HILLS FIREFIGHTERS APPRECIATION MONTH

to acknowledge the contributions they have made to the Muscular Dystrophy Association.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 14, 2015

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

MEMBERS PRESENT:

Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley

MEMBERS ABSENT:

Mayor Alberto C. Zaragoza, Jr.
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
Jim St. John, Fire Chief
Marvin Greene, Asst. Fire Chief
Terry Ray, Asst. Fire Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer

Invocation was given by Leigh Belcher, Park and Recreation Foundation, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION, CANDIDATES

- Mr. Pierce welcomed Chamber members Rachel Patterson and Kristin Tunnell to the meeting.

CITY MANAGER REPORT

- Mr. Downes announced that the City's "High Notes" celebration is scheduled for October 13, 2015 from 4 to 9 PM. He stated that the actual move into the new City Hall will not occur until October 15 and 16 and that all City administrative offices would be closed for the move. Business will resume as normal at 8 AM on Monday, October 19.
- Rocky Ridge Road repaving will be contracted soon which is multijurisdictional and the roadway from Lorna Road all the way to Highway 280 will be resurfaced. Mr. Downes stated that this is an ALDOT project, so there's no way to know when the actual work will begin.
- The homes in the Meadowlawn area that were purchased by the City with FEMA funding have been vacated and a contractor will soon remove them from the property. Bid packages are being finalized and are scheduled to advertise soon.
- Three of the five fields authorized for improvements at an earlier Council meeting have been finalized.
- The Cahaba Heights connector road that was in construction near the school has been delayed as BWB studies the installation of a new water main in the area.

COUNCILOR REPORTS

- Mr. Henley stated that the Chamber's first annual "Helping in the Hills" event was a great success with more than 300 volunteers helping residents throughout the City. The event included shredding and electronic disposal.

APPROVAL OF MINUTES

The minutes of August 27, 2015 (Special Meeting) and August 24, 2015 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of August 27, 2015 (Special Meeting) and August 24, 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

motion carried.

Mr. Ammons stated that the order of the agenda has been changed to allow the one new business item requiring unanimous consent to be moved to the top. He opened the floor for unanimous consent for the immediate consideration and action on Ordinance Number 2601.

MOTION Motion for unanimous consent for the immediate consideration and action on Ordinance Number 2601 was by Mr. Henley and second was by Mr. Pierce. Roll call vote as follows:

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

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

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

Mr. Downes stated that market conditions were favorable to allow the refinancing of some outstanding warrants, so the City put together a team to study. The financing terms have been finalized and will result in a good savings for the City.

Heyward Hosch, Maynard Cooper and Gale, Chris Williams, Rice Financial Advisory and Jason Gardner, Frazier Lanier were present to explain the terms, the debt service and the net savings from the new warrant issue. Mr. Williams explained that this refinance brings the interest from 4.6% in the 2008 issue to 2.3% in the new 2015 issue, with a savings in excess of \$570,000 which would go into the City's capital fund.

Mr. Ammons opened the floor for a public hearing. There being no one to address the Council concerning this request, Mr. Ammons closed the public hearing and called for the question.

Roll call vote as follows:

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

OLD BUSINESS

RESOLUTION NUMBER 4752

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)

MOTION Motion to approve Resolution Number 4752 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes explained that the 2016 fiscal year budget was presented at the last Council meeting. The highlights of the budgets were discussed with the Council and are up for action tonight.

Discussion ensued among the Council that the budget accomplishes the goals set forth by the City, as well as showing some appreciation for employees by funding the merits, a 1.5% COLA and reinstating some longevity. The Council thanked Mr. Downes, the Finance staff, as well as the Department Heads for the transparency shown in determining the needs of the City.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4746

Resolution Number 4746 – Annexation – 90-Day – 3527 Valley Circle; Lot 5, Block 1, Dolly Ridge Estates, Second Sector; Paul and Katie Harbison, Owners (*public hearing*)

MOTION Motion to approve Resolution Number 4746 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained the annexation process and the motions and expenses that individual families have to pay in order to annex into the City. He also explained that the annexation request goes through two actual annexation procedures along with a process of rezoning. Mr. Pierce stated that it's a long and complicated process and that members of the School Board attend the Committee meetings so that the Board is aware of all annexation requests. He stated that this annexation request was reviewed by the Committee with no adverse information found.

Mr. Harbison was present in regard to the request.

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

Roll call vote as follows:

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

ORDINANCE NUMBER 2587

Ordinance Number 2587 – Annexation – Overnight – 3527 Valley Circle; Lot 5, Block 1, Dolly Ridge Estates, Second Sector; Paul and Katie Harbison, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2587 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce stated that this is the overnight annexation of the same property.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4747

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)

MOTION Motion to approve Resolution Number 4747 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that this annexation request was reviewed by the Committee with no adverse information found.

Mr. Deusner was present in regard to the request.

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

Roll call vote as follows:

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

ORDINANCE NUMBER 2588

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)

MOTION Motion to approve Ordinance Number 2588 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce stated that this is the overnight annexation of the same property.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4748

Resolution Number 4748 – Annexation – 90-Day – 2720 Alta View Drive; Tony and Abbie Miller, Owners; Gene Gray, Representing (public hearing)

MOTION Motion to approve Resolution Number 4748 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that this annexation request was reviewed by the Committee with no adverse information found.

Gene Gray, Attorney, was present in regard to the request.

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

Roll call vote as follows:

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

ORDINANCE NUMBER 2589

Ordinance Number 2589 – Annexation – Overnight – 2720 Alta View Drive; Tony and Abbie Miller, Owners; Gene Gray, Representing (public hearing)

MOTION Motion to approve Ordinance Number 2589 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce stated that this is the overnight annexation of the same property.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4749

Resolution Number 4749 – Annexation – 90-Day – 2615 Alta Vista Circle; Lot 6, Altadena Valley Country Club Sector; Bradley and Kelly Belew, Owners (public hearing)

MOTION Motion to approve Resolution Number 4749 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that this annexation request was reviewed by the Committee with no adverse information found except that Engineering noted the condition of the street.

Mr. Brady stated that a portion of the street is already in the City and that they would have to evaluate it and work with Shelby County if they determined it needed to be resurfaced.

Mr. Belew was present in regard to the request.

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

Roll call vote as follows:

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

ORDINANCE NUMBER 2590

Ordinance Number 2590 – Annexation – Overnight – 2615 Alta Vista Circle; Lot 6, Altadena Valley Country Club Sector; Bradley and Kelly Belew, Owners

MOTION Motion to approve Ordinance Number 2590 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce stated that this is the overnight annexation of the same property.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4750

Resolution Number 4750 – Annexation – 90-Day – 4670 Caldwell Mill Road; Brooks and Elisabeth Souders, Owner (*public hearing*)

MOTION Motion to approve Resolution Number 4750 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce explained that this annexation request was reviewed by the Committee with no adverse information. Mr. Pierce pointed out that there were other properties on this roadway and only a few left in the County.

Mr. Souders was present in regard to the request.

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

Roll call vote as follows:

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

ORDINANCE NUMBER 2591

**Ordinance Number 2591 – Annexation – Overnight – 4670 Caldwell Mill Road;
Brooks and Elisabeth Souders, Owner (public hearing)**

MOTION Motion to approve Ordinance Number 2591 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce stated that this is the overnight annexation of the same property.

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

Roll call vote as follows:

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

ORDINANCE NUMBER 2592

**Ordinance Number 2592 – Annexation – 90-Day Final – 74 +/- Acres Adjacent to
the Cahaba River; Freshwater Land Trust, Owners (public hearing)**

MOTION Motion to approve Ordinance Number 2592 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce stated that this is the 90-day final annexation of this Freshwater Lade Trust property.

Discussion ensued as to the liability of the City if the property is annexed and used for recreational purposes by the Trust. Mr. Boone explained that the City has no liability from privately owned property.

Mr. Downes stated that the City has had a great relationship with the Freshwater Land Trust and he feels that this is a good move.

Mr. Henley pointed out that the City is already doing rescues on this property and at the river.

Mr. Ammons opened the floor for a public hearing.

David Wheeler, 2532 Crossgate Place, asked about the location of the property.

Mr. Downes stated that it surrounds the Carraway Davies House but does not include the house.

There being no one else to address the Council concerning this request, Mr. Ammons closed the floor and asked for the question.

Roll call vote as follows:

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

ORDINANCE NUMBER 2593

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*)

MOTION Motion to approve Ordinance Number 2593 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this request is to develop a 30-lot subdivision located off Jacobs Road. He stated that this was presented to the Planning and Zoning Commission and recommended for approval with some conditions which are outlined in the proposed Ordinance.

Brian Harris, Gonzalez Strength and Associates, explained the subdivision which has 27 lots served with an interior roadway and 3 lots fronting on Jacobs Road to be access through a single-shared driveway. He indicated that traffic studies and drainage plans have been submitted to Engineering. He stated the request includes 4.95 acres that are located in Jefferson County and if approved, the annexation of the property is the next item on the agenda.

Discussion ensued concerning the shared driveway access of the three lots on Jacobs Road, the location of the old driveway, the traffic study impact and level of service as determined by Skipper Consulting, drainage, etc.

Mr. Brady stated that resurfacing along Jacobs Road will be done sometime in the next 3 to 5 years and that the City will wait until the bulk of this construction traffic is out of the way.

Mr. Henley pointed out that the City has no control over the development of the property presently in the County.

Discussion continued regarding the proposed detention pond, how it works, the process of blasting and the expected home value.

Brooks Harris, builder of the interior 27 proposed homes indicated that the homes are proposed at 2,800 to 3,200 square feet and should be priced beginning at \$400,000. He indicated he has 4 commitments on lots already.

Mr. Ammons opened the floor for a public hearing. The following individuals addressed the Council:

- David Wheeler, 2532 Crossgate Place
- Donna Johnson, 2329 Barr Road
- Mrs. Conour, 2321 Barr Road
- Richard Vise, 2313 Barr Road
- Olga Mirov, 2413 Jacobs Road

Issues and concerns included the proposed detention pond size, depth, release point, dates of the traffic study, number of accidents occurring on Jacobs Road, blasting and preblast notification and surveys, procedures for damages post blasting, lot size and total lots, screening of neighborhood properties, construction traffic and cleaning of construction dirt and debris from vehicles entering and exiting the site.

There being no one else to address the Council concerning this request, Mr. Ammons closed the floor and asked for the question.

Roll call vote as follows:

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

ORDINANCE NUMBER 2594

Ordinance Number 2594 – Annexation – 90-Day Final – 2330 Jacobs Road; Anna Steele Properties, Jordy Henson, Representing (*public hearing*)

MOTION Motion to approve Ordinance Number 2594 was by Mr. Pierce and second was by Mr. Henley.

Mr. Pierce stated that this is the 90-day final annexation of 4.95 acres of the previously discussed subdivision.

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

Roll call vote as follows:

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

NEW BUSINESS

RESOLUTION NUMBER 4753

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)

MOTION Motion to approve Resolution Number 4753 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this is a request for a beer and wine license for the NEWKS Eatery located across the highway.

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

There was no one present to represent this request. Ms. Leavings indicated that the applicant has had difficulty getting this to the agenda and the owner must be caught in traffic. She stated that the owners had indicated they do training through ABC's recommended procedures and asked if she obtained that information in writing, could the Council approved subject to obtaining that information.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4754

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)

MOTION Motion to approve Resolution Number 4754 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this is a request for a restaurant liquor license for the new Twisted Root to be located in the old Moes location off of Rocky Ridge Road.

Alan Harrison was present in regard to the request. He explained their new restaurant's gourmet hamburgers and indicated that they train their employees with ABC's recommended training procedure.

Mr. Pierce asked about parking.

Mr. Harrison stated that they have secured additional parking in the rear of the building.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4755

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

MOTION Motion to approve Resolution Number 4755 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this request would be to install "branding" signage and maintain landscaping at the intersection of Dolly Ridge Road and Highway 280.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4756

Resolution Number 4756 - A Resolution Approving A 1.5% COLA For Employees Of The City Of Vestavia Hills Beginning October 1, 2015

MOTION Motion to approve Resolution Number 4756 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this Resolution is required in order to advise the Jefferson County Personnel Board that the Council had granted employees a 1.5% COLA.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4757

Resolution Number 4757 – A Resolution Accepting Financing Terms From BB&T For Leasing Of Vehicles

MOTION Motion to approve Resolution Number 4757 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this Resolution allows the City to do short-term financing of vehicles from BB&T pursuant to several quotes that Mr. Turner obtained from various companies. He stated that the City could get 1.2% financing on 3-year terms and 1.86% financing on 7-year terms. Information concerning the various quotes was provided in the agenda packet.

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

Roll call vote as follows:

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

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

Mr. Ammons 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 28, 2015 at 5 PM.

- 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*)
- Ordinance Number 2599 – Annexation – 90-Day Final – Altadena Valley Country Club; Nall Partnership, LLP (*public hearing*)
 - 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*)
 - Ordinance Number 2597 – Annexation – 90-Day Final – 2308, 2312, 2320 Rocky Ridge Road; Carl A. Shaefer, Jr., Owner (*public hearing*)
 - Ordinance Number 2600 – An Ordinance Establishing the Rocky Ridge Road Entertainment District (*public hearing*)

CITIZENS COMMENTS

None.

EXECUTIVE SESSION

Mr. Ammons indicated that there was a need for an executive session for an estimated 45 minutes for the purchase/sale of property. He opened the floor for a motion.

MOTION Motion to move into executive session for an estimated 45 minutes for the purchase/sale of property was by Mr. Pierce and second was by Mr. Henley. Roll call vote as follows:

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

The Council exited the Chamber at 6:40 PM. At 7:55 PM the Council re-entered the Chamber and Mr. Ammons called the meeting back to order.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Henley. Meeting adjourned at 7:56 PM.

Steve Ammons
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

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:

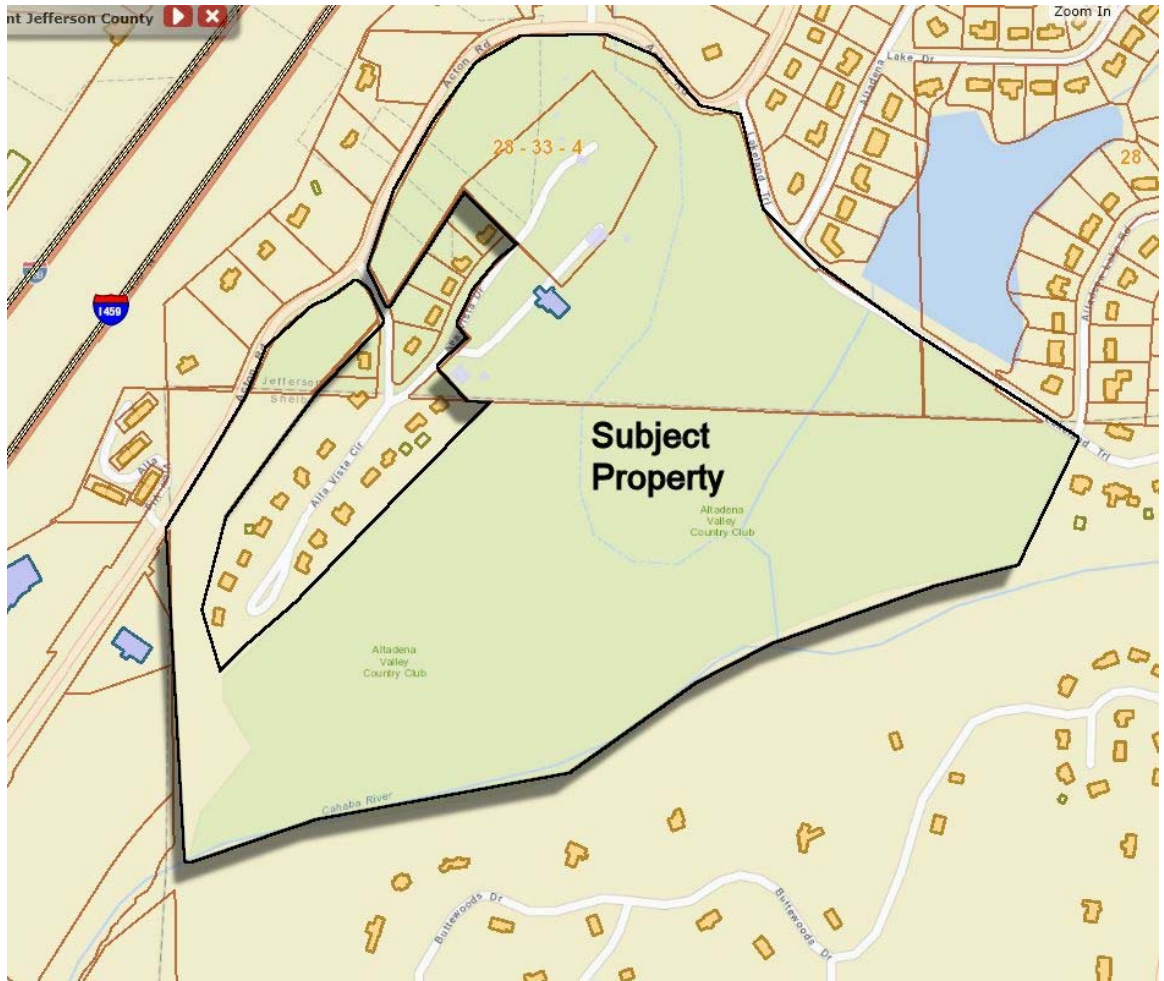
Rebecca Leavings
City Clerk

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

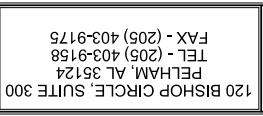
Mr. Brooks – yes

Motion carried.

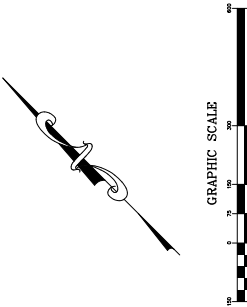


PROJECT:	THE RIDGE AT ALADENA
TITLE:	SITE PRELIMINARY PLAN AND LAND USE PLAN
DATE:	11/15/19
DRAWN BY:	DJS
CHECKED BY:	WL
PROJECT NO.:	KET10008
FILE NO.:	PKL OVERLAY PRELIM.Dwg

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



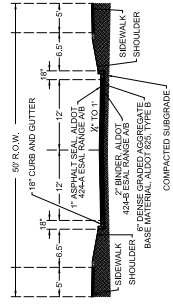
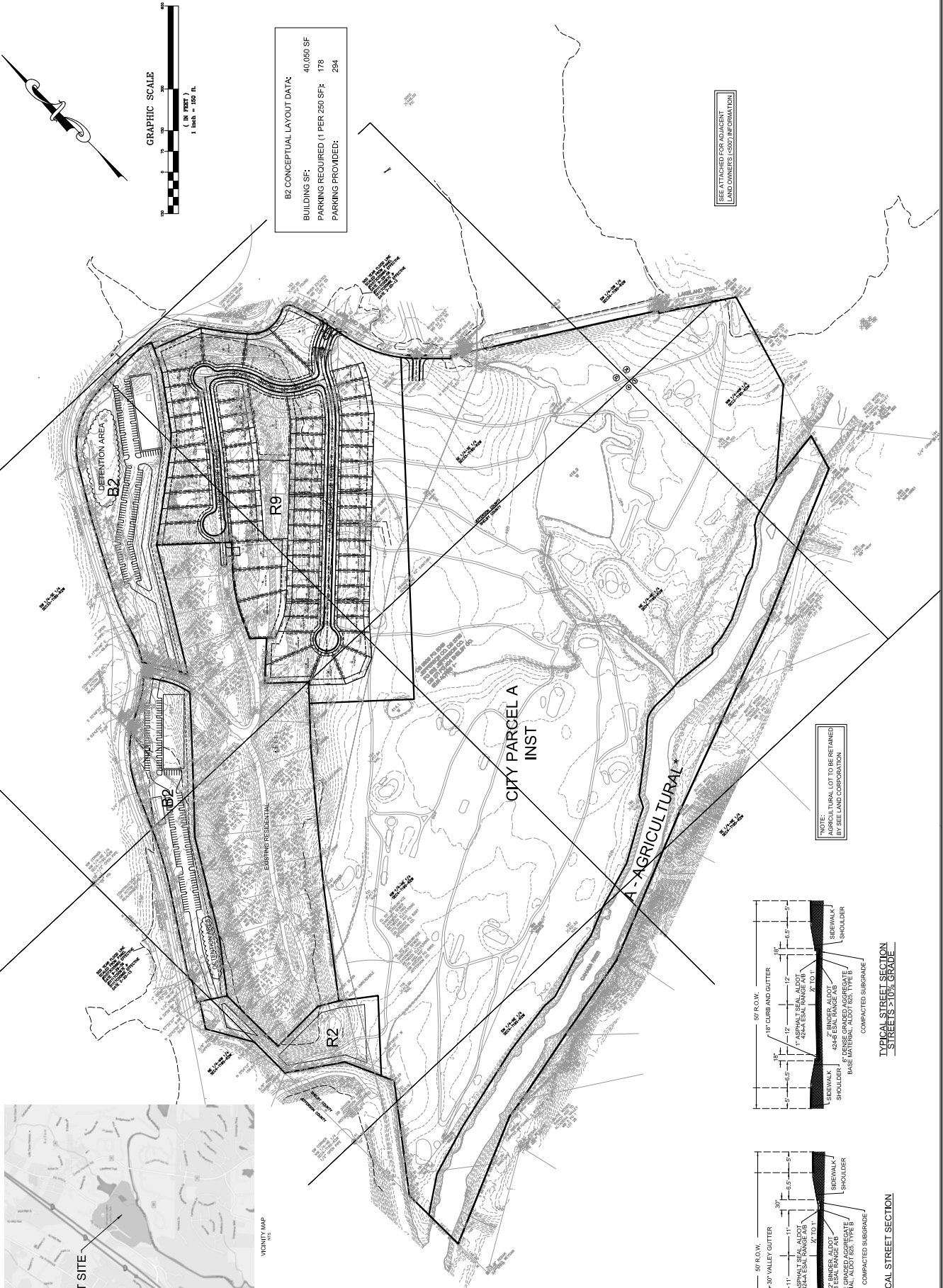
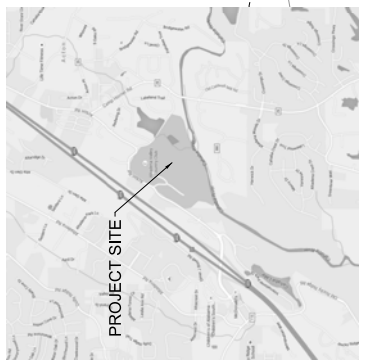
EXB
 PROJECT NO. 19-0001



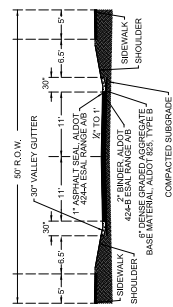
B2 CONCEPTUAL LAYOUT DATA:
 BUILDING SF: 40,050 SF
 PARKING REQUIRED (1 PER 250 SF): 178
 PARKING PROVIDED: 294

SEE ATTACHED FOR ADJACENT LAND OWNERS' (SPO) INFORMATION

NOTE: AGRICULTURAL LOT TO BE RETAINED BY SEELAND CORPORATION



TYPICAL STREET SECTION
 STREETS ≥ 10% GRADE



TYPICAL STREET SECTION
 STREETS < 10% GRADE



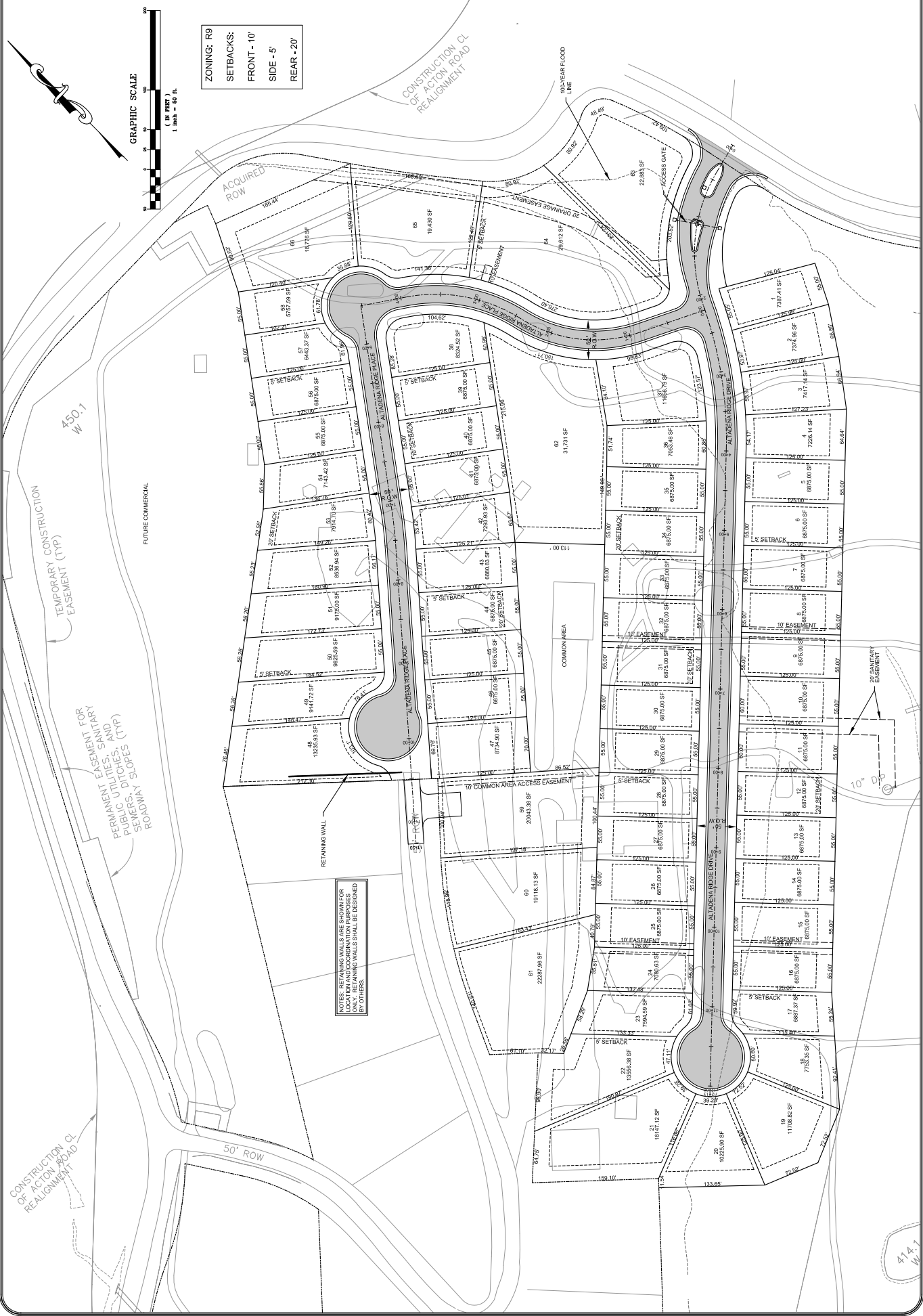
PROJECT:	THE RIDGE AT ALTADENA
TITLE:	SITE LAYOUT PLAN
DATE:	11.06.20
DESIGNER:	Pol Layton/dpm
CHECKER:	WJ
DATE:	11.06.20
PROJECT:	THE RIDGE AT ALTADENA
TITLE:	SITE LAYOUT PLAN
DATE:	11.06.20
DESIGNER:	Pol Layton/dpm
CHECKER:	WJ
DATE:	11.06.20

PROJECT: THE RIDGE AT ALTADENA
 TITLE: SITE LAYOUT PLAN
 DATE: 11.06.20
 DESIGNER: Pol Layton/dpm
 CHECKER: WJ
 DATE: 11.06.20

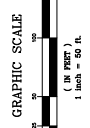
120 BISHOP CIRCLE, SUITE 300
 PELHAM, AL 35124
 TEL - (205) 403-9158
 FAX - (205) 403-9175



C1.1
 SHEET



ZONING: R9
 SETBACKS:
 FRONT - 10'
 SIDE - 5'
 REAR - 20'



NOTES: RETAINING WALLS ARE SHOWN FOR INFORMATION ONLY. SANITARY WALLS SHALL BE DESIGNED BY OTHERS.

414.1
 W



JULY 21, 2015
MASTER PLAN CONCEPT
 ALTADENA VALLEY

VESTAVIA HILLS, ALABAMA



August 12, 2015

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Environmental Educator
Kim Adams
Office Manager

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:

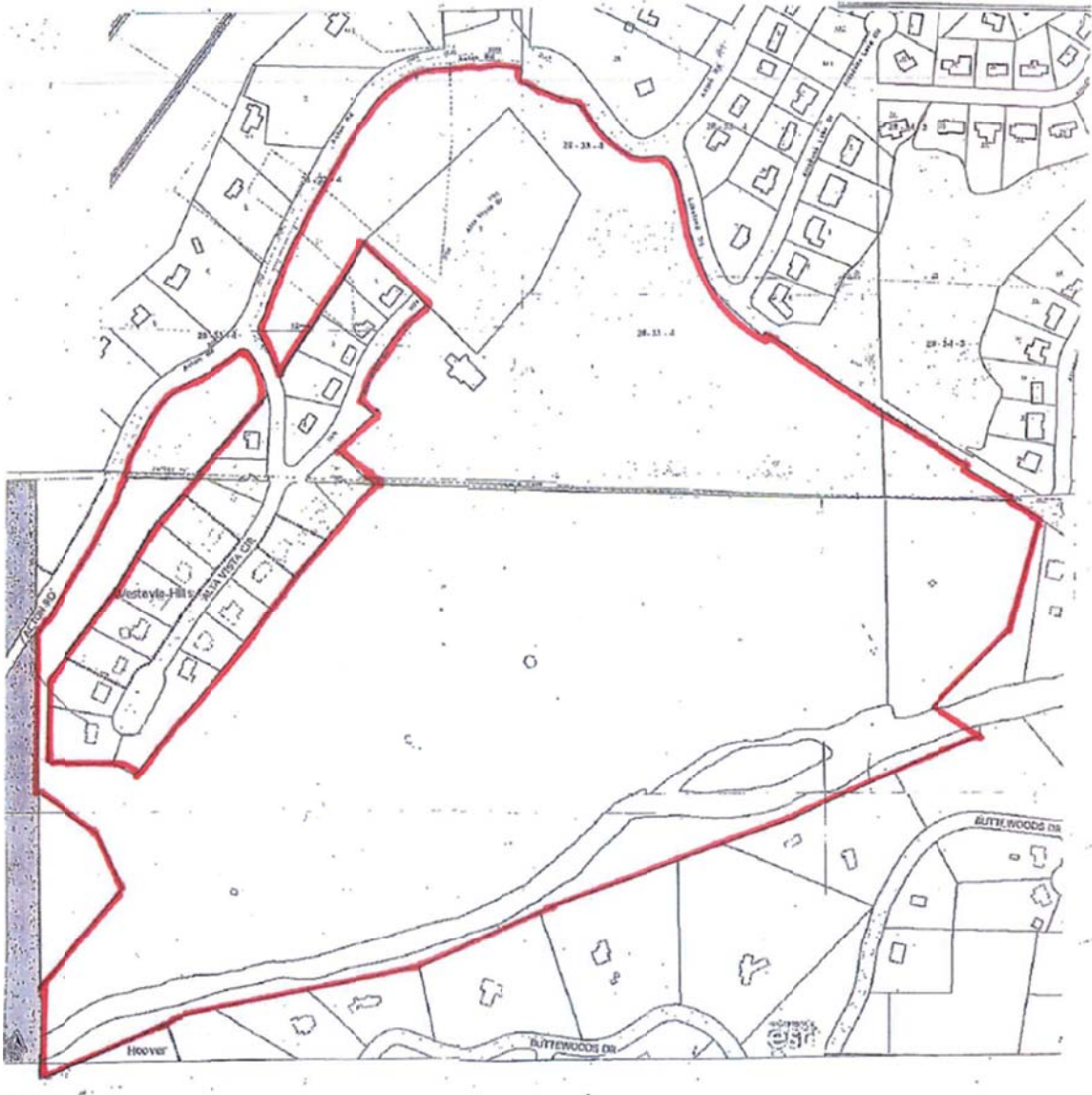
Rebecca Leavings
City Clerk

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

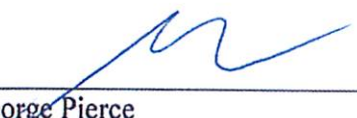
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

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:

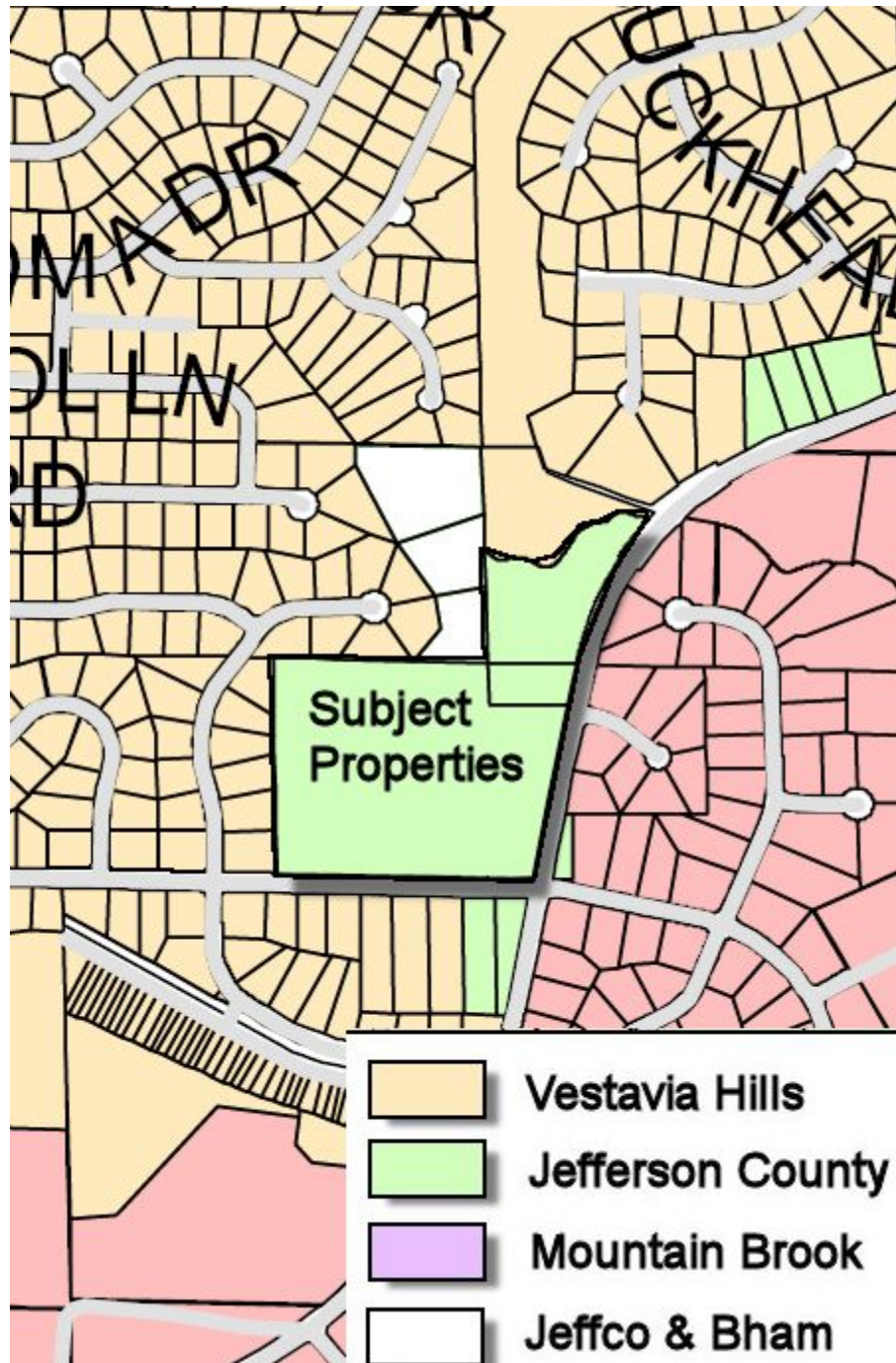
Rebecca Leavings
City Clerk

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.

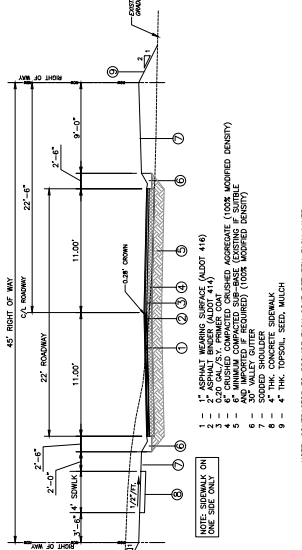
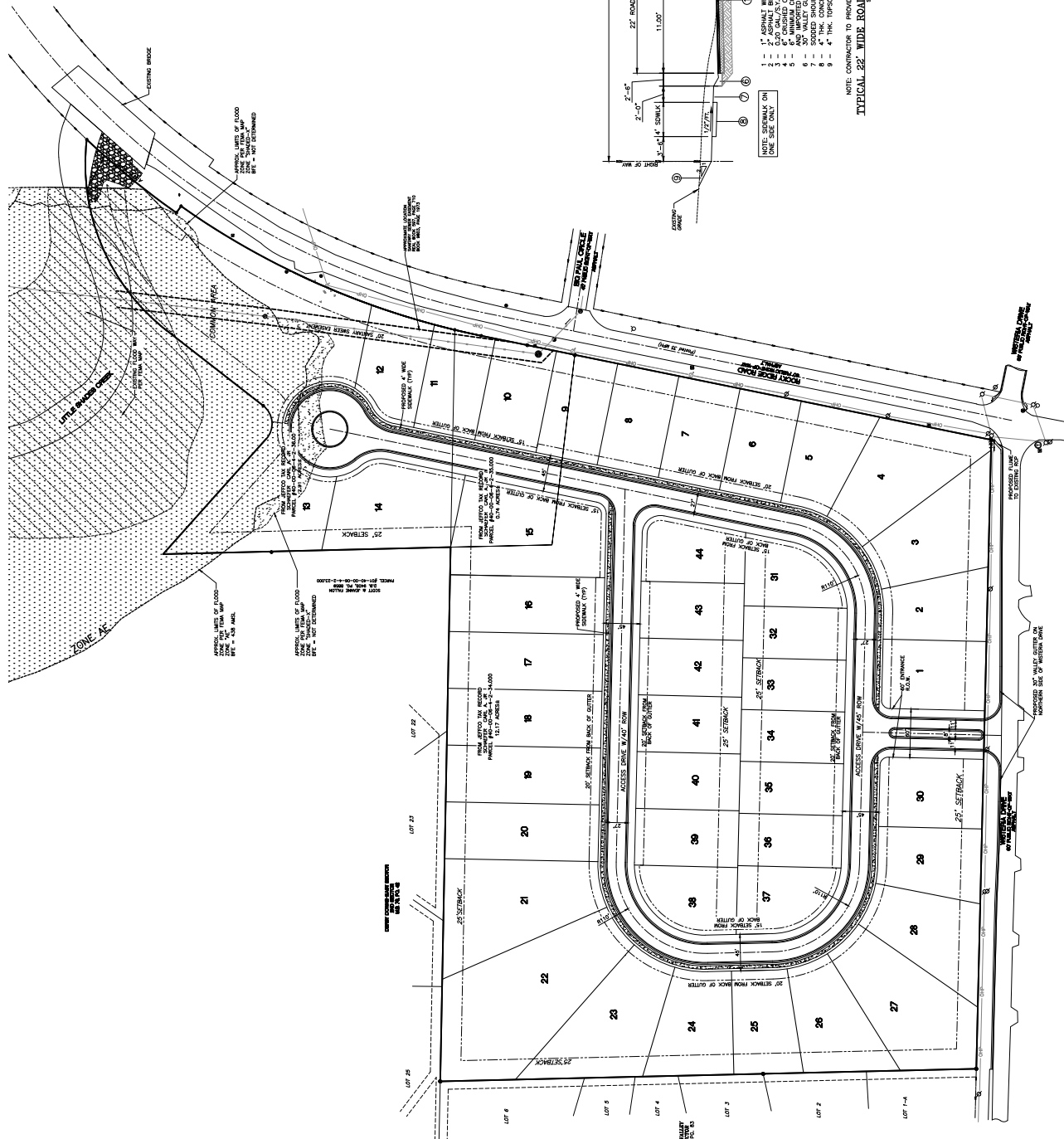
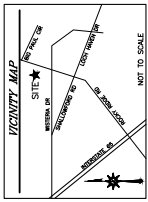
Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2015.

Rebecca Leavings
City Clerk



DATE	06/15/15
SCALE	1"=60'
SHEET	1 OF 1
PROJECT NO.	07-0909
CHECKED	JMS
DRAWN	JMS
DESIGNED	JMS
APPROVED	JMS
CLIENT	WISTERIA II, LLC 345 INDUSTRIAL LANE BIRMINGHAM, ALABAMA 35216
PROJECT	PRELIMINARY PLAT

NO.	DESCRIPTION	DATE
0	ISSUED FOR CLIENT REVIEW	06/25/15



SYMBOL	DESCRIPTION
(Symbol)	PROPOSED 4\"/>

TYPICAL 22' WIDE ROADWAY WITH 30" VALLEY GUTTER

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 is 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.

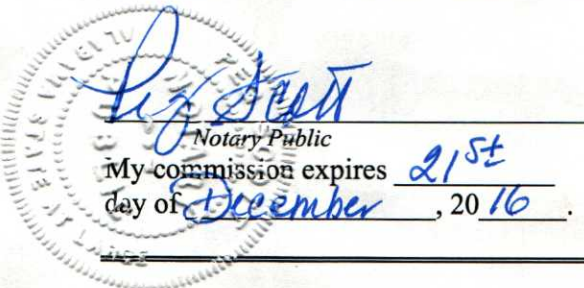


Application fees submitted.

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:

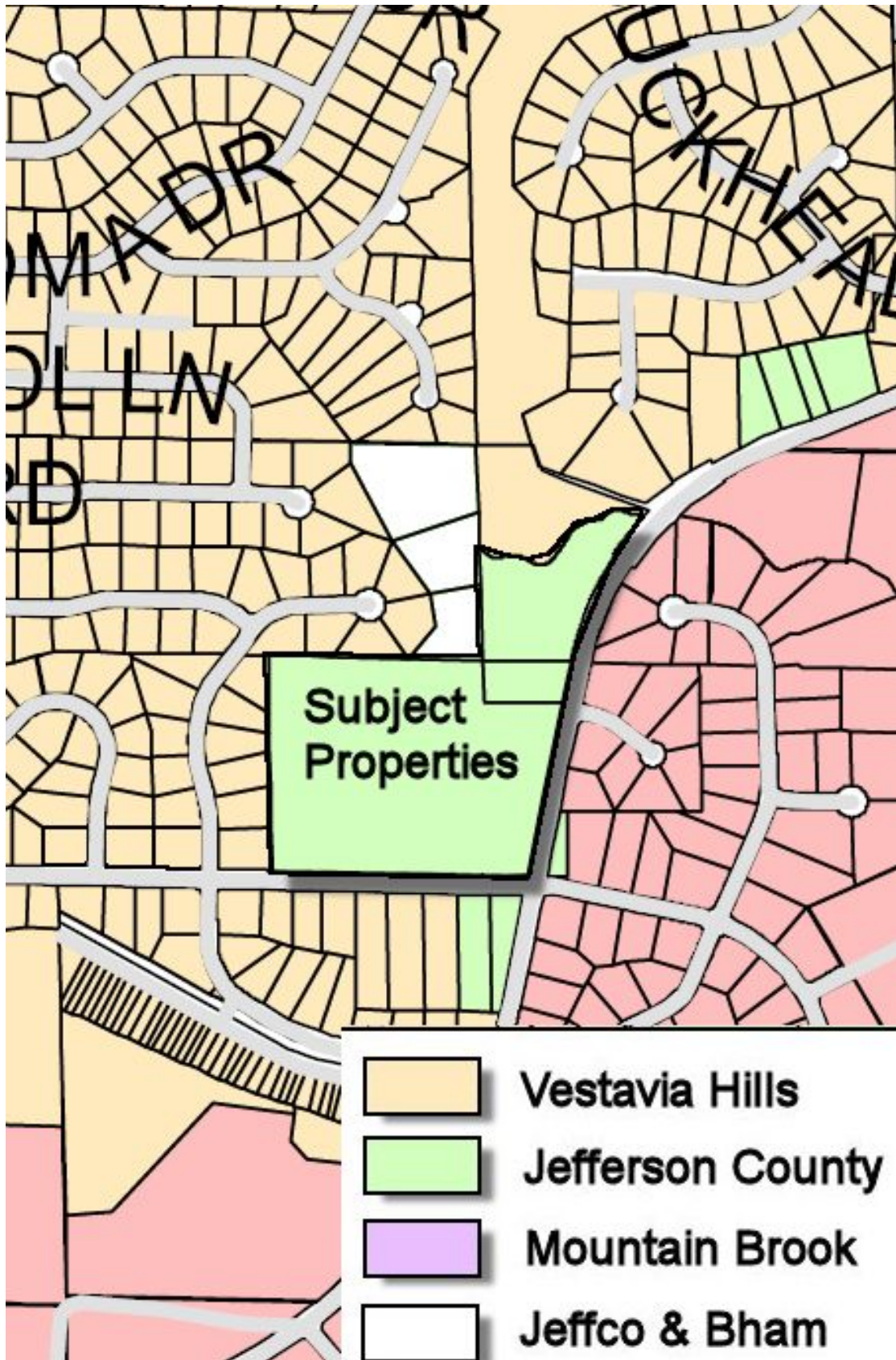
Rebecca Leavings
City Clerk

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: Undeveloped 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 ¼ 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)

RESOLUTION NUMBER 4758

**A RESOLUTION ACCEPTING A BID FOR CUSTODIAL SERVICES
FOR THE CIVIC CENTER AND THE CITY HALL**

WHEREAS, on September 22, 2015 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for custodial services for the Vestavia Hills Civic Center and the Vestavia Hills City Hall; and

WHEREAS, the Director of Public Services has reviewed the bids, detailed them in an Interoffice Memorandum dated September 22, 2015 and recommended acceptance of the bid submitted by ABM; a copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4758 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to follow the recommendation of the Director of Public Services and accept said bid as detailed above.

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

1. The bid submitted by ABM as detailed in Exhibit A is attached and recommended by the Director of Public Services is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said services; and
3. This Resolution Number 4758 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**Vestavia Hills Public Services
513 Montgomery Highway
Vestavia Hills, Al 35216**

INTEROFFICE MEMO

Date: September 22, 2015

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: Custodial Bids

We opened bids for custodial services at the Civic Center and City Hall. There were 5 bids submitted (listed below).

	Year 1 Total	Year 2 Total	Year 3 Total
American Osment	No Bid		
Jordan Janitorial	\$53,979.00	\$55,298.00	\$57,244.00
Alabama Custodial	\$48,244.00	\$49,691.32	\$51,182.06
ABM	\$40,111.35	\$41,264.88	\$41,264.88
Falls	\$41,304.36	\$41,304.36	\$41,304.36

ABM was the lowest bidder for all 3 years. I have contacted references for ABM, and I am recommending that we accept their bid and enter into a 3 year agreement. The approved FY16 budget will cover the year one bid. This contract needs approval by the City Council.

Please let me know if you have any questions.

CUSTODIAL SERVICES FOR VESTAVIA HILLS **CITY HALL AND CIVIC CENTER**

This agreement is made as of the ___ day of _____, by and between ABM Janitorial Services – Southeast, LLC and the City of Vestavia Hills, an Alabama City through the Public Services Department and shall be good from October 1, 2015 through September 30, 2018.

1. Scope of Services

To provide all supervision, labor, equipment and services required to perform all custodial services for the Vestavia Hills City Hall and Civic Center for Vestavia Hills Public Services as specified herein.

2. Qualification of Bidders

- a) Bidding on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of custodial services. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City of Vestavia Hills, the contracting agency, may require proof of these qualifications.
- b) All contractors must have in their possession or available to them by formal agreement at the time of bidding, vehicles, devices, hand tools, and other equipment which are necessary to perform the work as outlined in these specifications.

3. Safety Standards

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) The contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite with respect to contractor's services and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area to the extent reasonably required in the performance of contractor's services.

4. Discontinuance of Work

Any practice obviously hazardous as determined by the contracting agency shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

5. Observance of Laws, Ordinances and Regulators

The contractor at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

6. Protection of Underground Utilities

The contractor shall be responsible for contacting the appropriate utility for location of any underground services which are in the work area and could be damaged by the contractor's operations.

7. Addition or Deletion of Areas

The contracting agency reserves the right to change, add or delete areas for custodial service. This is conditional upon the total amount of funds available. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved custodial service schedule shall, after notice and reasonable opportunity to cure be sufficient cause to give notice that the contractor is in default of the contract.

8. Work Schedule

The contractor will schedule the work after 7:00 pm for the Municipal Center, and after 9:00 pm for the Civic Center. Serviced areas shall be completed on the following schedule:

Municipal Center

Monday through Friday

Civic Center

March through December – Monday through Friday

January through February – Monday through Saturday

9. Licenses and Permits

The contractor shall, at his expense, procure all necessary licenses and permits needed to perform the services.

10. Subcontracts

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

11. Execution of the Contract

Prior to starting work, contractor shall provide the appropriate bonds, indemnities and insurance required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties with respect to the subject matter herein. The contractor shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the contracting agency.

12. Supervision

This contract will be under the direct supervision of the contracting agency. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and contracting agency and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

13. Work Crew Supervision

The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the contracting agency. (Within the Contract's scope of work)

14. Payments

Payments will be made on a monthly basis within net 30 with late charges at the lesser of 1.5% per month or the maximum allowed by law, plus attorneys' fees. If the City's account is referred to an agency or attorney for collection, City shall reimburse contractor for its attorneys' fees and collection costs.

Notwithstanding anything to the contrary herein, contractor may increase pricing due to factors beyond contractor's reasonable control, including but not limited to, increases to minimum, prevailing or living wages, increases required by collective bargaining agreements and increases occasioned by government mandates including the federal Affordable Care Act. If City is not in agreement with such price increase, it may terminate this Agreement upon 30 days prior notice from the date of contractor's price increase notice.

15. Contract Termination

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually

performed through the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

Contractor shall be permitted to terminate this contract for its convenience and without cause upon 30 days' prior written notice.

16. Insurance

The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
 - i) \$500,000 for any one person occurrence
 - ii) \$1,000,000 for any one occurrence

- b) For damage to property not belonging to the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 for any one accident
 - ii) \$1,000,000 aggregate amount

- c) Workmen's Compensation, State and Federal Statutory requirements plus:
 - i) \$500,000 employer's liability per person

Such insurance shall be placed with an insurer acceptable to the contracting agency and the certificates of insurance shall provide notice by the insurer or broker to the contracting agency of cancellation. The Commercial General Liability policy and shall contain an endorsement including the City of Vestavia Hills as an additional insured there under, but only to the extent of contractor's negligence or misconduct which arise out of contractor's performance of the services under this agreement.

17. Crew Information

- a) Crews will be dressed neat. Shirts shall be worn at all times
- b) Courtesy to persons utilizing City facilities is required at all times
- c) Breaks will be taken individually
- d) No "horseplay" will be tolerated on the job.
- e) All refuse from lunches and breaks will be disposed of immediately.

18. Required Work

- a) Contractor will furnish all labor. City will provide all equipment and materials necessary to the performance of its duties (hand towels, toilet tissue, trash liners, and hand soap). City will provide suitable storage space for equipment and materials provided by contractor.

b) The janitorial specifications are the following...

I. OFFICE AREAS / LOBBIES / HALLWAYS / COMMON AREAS

- Wastepaper containers and other waste receptacles will be emptied and returned to original locations. Other trash will need to be clearly labeled for our cleaners and our staff will need to be made aware of any recycling programs in which your company participates. All waste will be collected and removed to a central waste disposal area. Plastic liners will be taken from the customer's stock.
- Desk, chairs, and cabinets will be thoroughly dusted on all horizontal surfaces using treated dusting tools. Bottle and cup rings and/or other spills are to be cleaned as needed. Desks that are laden with papers will not be cleaned so that work in progress is not disturbed. Chairs will be dusted on all horizontal surfaces. All chairs are to be replaced in original positions to maintain an overall neat and orderly appearance.
- The following open surfaces will be dusted using a treated dusting tool or a damp cloth when needed: miscellaneous cabinets, window sills, coat racks, ledges and shelves under six feet high. NOTE: Due to the fragile nature of computer equipment, telephones, and other desktop accouterments, we will not consider this to be an item that we are to clean unless otherwise stated in this contract. Handling of personal effects, such as pictures, vases, and other personal decorations, will be held to a minimum.
- Carpets will be vacuumed in traffic lanes. All carpeted floor areas are to be thoroughly vacuumed weekly.
- Wall surfaces around light switches and doorknobs are to be spot cleaned as needed.
- Water fountains will be cleaned daily
- All tile floor areas are to be dust mopped with chemically treated dust mops. Spills and stains are to be spot mopped on a daily basis. All tile floor areas are to be mopped thoroughly weekly.
- Refill hand sanitizer stations as needed.
- Interior office glass panels and doors are to be spot cleaned to remove fingerprints and smudges.

II. RESTROOMS / LOCKER ROOMS

- Refill paper towel, toilet paper, and hand soap dispensers
- Mop floors with a disinfecting solution
- Clean all restroom fixtures including toilets, sinks, urinals and showers

- Clean partitions on both sides weekly
- Dust and clean all return air vents under 10 feet high as needed
- Clean all counter tops and mirrors

III. AEROBICS / BASKETBALL GYM (Civic Center)

- Wooden floors will be swept nightly spills will be damp mopped
- Wooden floors will be wet swept weekly
- Overhead walking track will be cleaned weekly

IV. KITCHENS AND BREAKROOMS

- **COUNTERTOPS:** All countertops will be wiped with an approved cleaner to remove spots and stains.
- **APPLIANCES:** The exterior of all appliances such as refrigerators and microwaves will be wiped clean to remove smudges or food particles.
- **SINKS:** The sink will be thoroughly cleaned if left free of dishes and cups.
- **FLOORS:** The floors will be vacuumed or swept and mopped.
- **WALLS:** The walls will be spot cleaned with particular attention given to the area around the trashcan.
- **TABLES AND CHAIRS:** Tables and chairs will be wiped with an approved cleaner and replaced in their original positions to maintain an overall neat and orderly appearance.

V. MISCELLANEOUS

- VCT floors will be buffed monthly
- VCT floors will be stripped and waxed once annually during the months of September.
- Ceramic floors in restrooms will be scrubbed monthly

VI. OTHER SERVICES

- Doors will be locked upon entering the area and checked upon completion of duties.
- Any building maintenance or repair problems that the Contractor's workers note will be reported on a daily basis to the Customer's

designated representative.

- Workers' closets will be neat and orderly reflecting a professional approach to business.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

By: _____

Its: _____

City of Vestavia Hills

By: _____

Its: _____

RESOLUTION NUMBER 4759

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH THE CITY OF HOOVER, ALABAMA, FOR PARTICIPATION IN A FIREFIGHTER RECRUIT SCHOOL TO BE CONDUCTED BY THE CITY OF HOOVER FIRE DEPARTMENT

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 agreement with the City of Hoover for participation in a Firefighter Recruit School to be conducted by the City of Hoover Fire Department; and
2. A copy of said agreement is marked as Exhibit A, attached to and incorporated into this Resolution Number 4759 as though written fully therein; and
3. This Resolution Number 4759 shall be effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

MASTER AGREEMENT

This **MASTER AGREEMENT** ("Agreement") is entered into on this the ____ day of _____, 20____ ("Effective Date"), by and between the City of Hoover, Alabama (the "City") and _____ ("Department").

WHEREAS, the Department desires to have one or more of its representatives and/or employees (collectively referred to herein as "Employees") participate in a Firefighter Recruit School (the "Program") to be conducted by the City's Fire Department; and

WHEREAS, the Department understands that each person participating in the Program will be required to execute an individual release of liability as well as acknowledge his/her agreement with the rules and regulations of the Program before participating in the Program.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term; Termination.** This Agreement shall take effect on the Effective Date and shall continue in full force and effect for one (1) year unless terminated by either the City or the Department. It is understood by the City and the Department that this Agreement shall automatically renew for additional one (1) year terms unless terminated by either party hereto.

In the event of termination, the Department agrees to reimburse the City for all reasonable expenses, including any outstanding fees, incurred prior to the date of termination. All continuing covenants, duties, and obligations shall survive the expiration or earlier termination of this Agreement; provided that as of the effective date of termination of this Agreement, neither the City nor the Department shall have any further rights or obligations hereunder except for such rights and obligations accruing prior to such effective date of termination, arising as a result of any breach of this Agreement or as otherwise provided for herein.

2. **Insurance.**

- a. **Amounts Required.** The Department shall possess commercial general liability, workers' compensation and employer's liability insurance in the amounts as follows:
 - i. **Commercial General Liability** limits shall be at least: \$1,000,000 each occurrence; \$2,000,000 aggregate
 - ii. **Workers' Compensation** coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Department qualifies to pay its own workers' compensation claims.
 - iii. **Employer's Liability Insurance** limits shall be at least:
 - (a) Each accident – \$1,000,000;
 - (b) Disease – each employee \$1,000,000; and
 - (c) Disease – policy limit \$1,000,000.
- b. **Certificate of Insurance Provided; Limits.** Prior to Department employee's participation in the Program, the Department shall provide a certificate of insurance(s) to the City evidencing the insurance coverage in the types and amounts required herein. Nothing

contained in these insurance requirements shall be construed as limiting the Department's responsibility for any and all damages resulting from participation by its Employees in the Program. The inclusion of minimum limits shall not be interpreted as limiting the Department's responsibility to provide contractual coverage of sufficient amount.

- c. **Additional Insured.** The City shall be listed as an additional insured on all insurance policies provided by Department.
- d. **Subrogation.** Department waives all subrogation rights against the City for all claims or actions covered by Department's Commercial General Liability Coverage and Worker's Compensation Coverage.

3. **Limitation of Liability.** The City shall not be liable to Department for any reason under the terms of this Agreement, including, but not limited to (i) any loss, inconvenience, loss of use, time, data, and/or good will; or (ii) other special, indirect, consequential or incidental damages which are in any manner (directly or indirectly) connected with and/or arise out of this Agreement, regardless of whether such special, indirect, consequential and/or incidental damage(s) arise and/or caused, in whole or in part, by the acts or omissions of the City and/or its officials, officers, employees, agents, and representatives. The Department agrees to be solely responsible for any medical bills incurred by each of its representatives participating that arise out of the Program. This limitation of liability shall survive the expiration and/or termination of this Agreement.

4. **Indemnity and Hold Harmless.** The Department agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Department, its Employees, agents, or subcontractors arising out of the training of any of Department's trainees except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City or its agents. The City does not and shall not waive any rights against the Department which it may have by reason of this indemnification, or because of the acceptance by, or the Department's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Department shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages. This provision shall survive the expiration and/or termination of this Agreement.

5. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the state of Alabama. Each party agrees that the exclusive venue and forum to enforce any and all aspects of this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

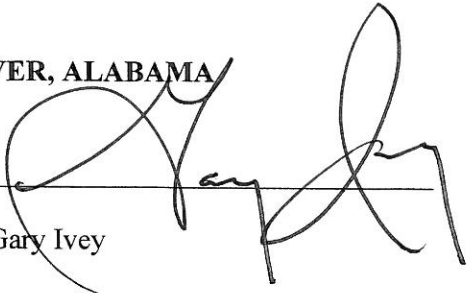
6. **Assignment.** This Agreement is not assignable and/or transferrable by Department. Any unauthorized transfer may result in cancellation of this Agreement by the City.

7. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Executed on this 8th day of September, 2015.

CITY OF HOOVER, ALABAMA



By: _____

Printed Name: Gary Ivey

Its: Mayor

DEPARTMENT: _____
(Printed name)

BY: _____

Printed Name: _____

Its: _____

**VESTAVIA HILLS FIRE DEPARTMENT
513 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
(205) 978-0225
(205) 978-0205 (FAX)**

**JAMES R. ST. JOHN
FIRE CHIEF**

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Jim St. John, Fire Chief
DATE: September 21, 2015
RE: Recommendation to present contract to City Council

In order to enroll a present employee in a Firefighter Recruit class conducted by Hoover Fire Department, we need approval by the City Council for you and the Mayor to sign the attached contract. Also attached is Mr. Boone's review of the contract.

I recommend that the contract be presented to the City Council for approval.

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 14, 2015

By Electronic Mail

Fire Chief Jim St. John
Vestavia Hills Fire Department
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Agreement By and Between the City of Hoover, Alabama
and the City of Vestavia Hills, Alabama

Dear Chief St. John:

On Friday, September 11, 2015, you telephoned me and requested that I review the proposed Master Agreement by and between the City of Hoover, Alabama ("Hoover") and the City of Vestavia Hills, Alabama ("Vestavia"). The purpose of this letter is to comply with your request.

I. FACTS

The City of Hoover, Alabama ("Hoover") operates a Firefighter Recruit School ("Program"). The City of Vestavia Hills, Alabama ("Vestavia") wishes to participate in the Program for the training of new employees. Hoover requires Vestavia to execute and deliver the Master Agreement, a copy of which you hand delivered to me last Friday.

Section 4 of the Agreement in substance provides that Vestavia shall indemnify, defend and hold harmless Hoover for the wrongful acts of Vestavia and its employees, but not for the wrongful acts of Hoover and its employees. Section 4 reads as follows:

"4. Indemnity and Hold Harmless. The Department ("Vestavia") agrees to indemnify, defend, and hold harmless the City ("Hoover"), its officials, officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City ("Hoover") or for which the City ("Hoover") may be liable, which arise from the negligence or willful misconduct, of the Department ("Vestavia"), its Employees, agents, or subcontractors arising out of the training of any of Department's ("Vestavia's") trainees except for those claims, costs, losses,

expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City ("Hoover") or its agents. The City ("Hoover") does not and shall not waive any rights against the Department ("Vestavia") which it may have by reason of this indemnification, or because of the acceptance by, or the Department's ("Vestavia's") deposit with the City ("Hoover") of any of the insurance policies described in this Agreement. The indemnification by the Department ("Vestavia") shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages. This provision shall survive the expiration and/or termination of this Agreement."

II. LEGAL ISSUE ONE

A. LEGAL ISSUE ONE: May municipalities be liable for the negligent acts of its employees acting in line and scope of their employment?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Issue One is in the affirmative.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon Title 11-47-190, *Code of Alabama, 1975*, which reads in words and figures as follows:

"No city or town shall be liable for damages for injury done to or wrong suffered by any person or corporation, unless such injury or wrong was done or suffered through the neglect, carelessness or unskillfulness of some agent, officer or employee of the municipality engaged in work therefor and while acting in the line of his or her duty, or unless the said injury or wrong was done or suffered through the neglect or carelessness or failure to remedy some defect in the streets, alleys, public ways or buildings after the same had been called to the attention of the council or other governing body or after the same had existed for such an unreasonable length of time as to raise a presumption of knowledge of such defect on the part of the council or other governing body and whenever the city or town shall be made liable for damages by reason of the unauthorized or wrongful acts or negligence, carelessness or unskillfulness of any person or corporation, then such person or corporation shall be liable to an action on the same account by the party so injured. However, no recovery may be had under any judgment or combination of judgments, whether direct or by way of indemnity under Section 11-47-24, or otherwise, arising

out of a single occurrence, against a municipality, and/or any officer or officers, or employee or employees, or agents thereof, in excess of a total of \$100,000 per injured person up to a maximum of \$300,000 per single occurrence, the limits set out in the provisions of Section 11-93-2 notwithstanding.”

III. LEGAL ISSUE TWO

A. LEGAL ISSUE TWO: If a municipality is sued for damages arising out of the performance an employee acting within the line and scope of his or her authority, then in such event may the municipality legally provide a defense to such employee in such suit and to indemnify him or her from any judgment rendered him in such suit?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Issue Two is in the affirmative.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon Title 11-47-24(a), *Code of Alabama, 1975*, which reads as follows:

“(a) Whenever any employee of a municipal corporation of the State of Alabama shall be sued for damages arising out of the performance of his official duties, and while operating a motor vehicle or equipment engaged in the course of his employment, such government agency shall be authorized and required to provide defense counsel for such employees in such suit and to indemnify him from any judgment rendered against him in such suit. In no event shall a municipal corporation of the state be required to provide defense and indemnity for employees who may be sued for damages arising out of actions which were either intentional or willful or wanton.”

Title 11-47-190, *Code of Alabama, 1975*, specifically provides that the City cannot legally indemnify the employee for any judgment or verdict in excess of \$100,000.00 per injured person up to a maximum of \$300,000.00 per occurrence (Title 11-93-2, *Code of Alabama, 1975*).

IV. LEGAL ISSUE THREE

A. LEGAL ISSUE THREE: May a municipality purchase policies of liability insurance to protect employees in the course of their employment?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Issue Three is in the affirmative.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon Title 11-47-24(b), *Code of Alabama, 1975*, which reads as follows:

“(b) All municipal corporations of the State of Alabama are hereby authorized to contract at governmental expense for policies of liability insurance to protect employees in the course of their employment.”

V. **LEGAL ISSUE FOUR**

A. **LEGAL ISSUE FOUR:** What is the process for the execution and delivery of contracts for a municipality?

B. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue Four is as follows:

(1) **Approval:** All contracts must be approved by a resolution or ordinance enacted by the City Council (*Van Antwerp, et al v. Board of Commissioners of City of Mobile, et al*, 217 AL 201, 115 So. 239 (1928); *Town of Boligee v. Greene County Water and Sewer Authority*, 277 So.3d 1166 (2011)).

(2) **Signature:**

(i) By the Mayor (Title 11-43-83, *Code of Alabama, 1975*).

(ii) City Manager (Title 11-43-21(7), *Code of Alabama, 1975*).

VI. **CONCLUSION**

I have written many legal opinions opining that municipalities cannot indemnify and hold harmless third parties based upon numerous legal authorities. However, this case is different. Municipalities can be liable for the negligent acts of its employees acting within the line and scope his employment. Title 11-47-24(a), *Code of Alabama, 1975*, mandates that the City defend and indemnify the employee from any judgment rendered against him to the extent of the maximum limits set forth in Alabama law.

Please call me if you have any questions regarding this very important matter.

Very truly yours,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is written in a cursive style with a long horizontal line extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)

RESOLUTION NUMBER 4761

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AND DELIVER AN AGREEMENT FOR AN INGRESS/EGRESS
EASEMENT**

**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 agreement for an ingress/egress easement located on the southernmost line of Lots 4, 8, 9 10, 11 & 12, Fourth Addition to Beacon Hills; and
2. A legal description, as well as an exhibit map of said easement, is marked as “Exhibit A,” attached to and incorporated into this Resolution Number 4761 as though written fully therein; and
3. This Resolution Number 4761 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

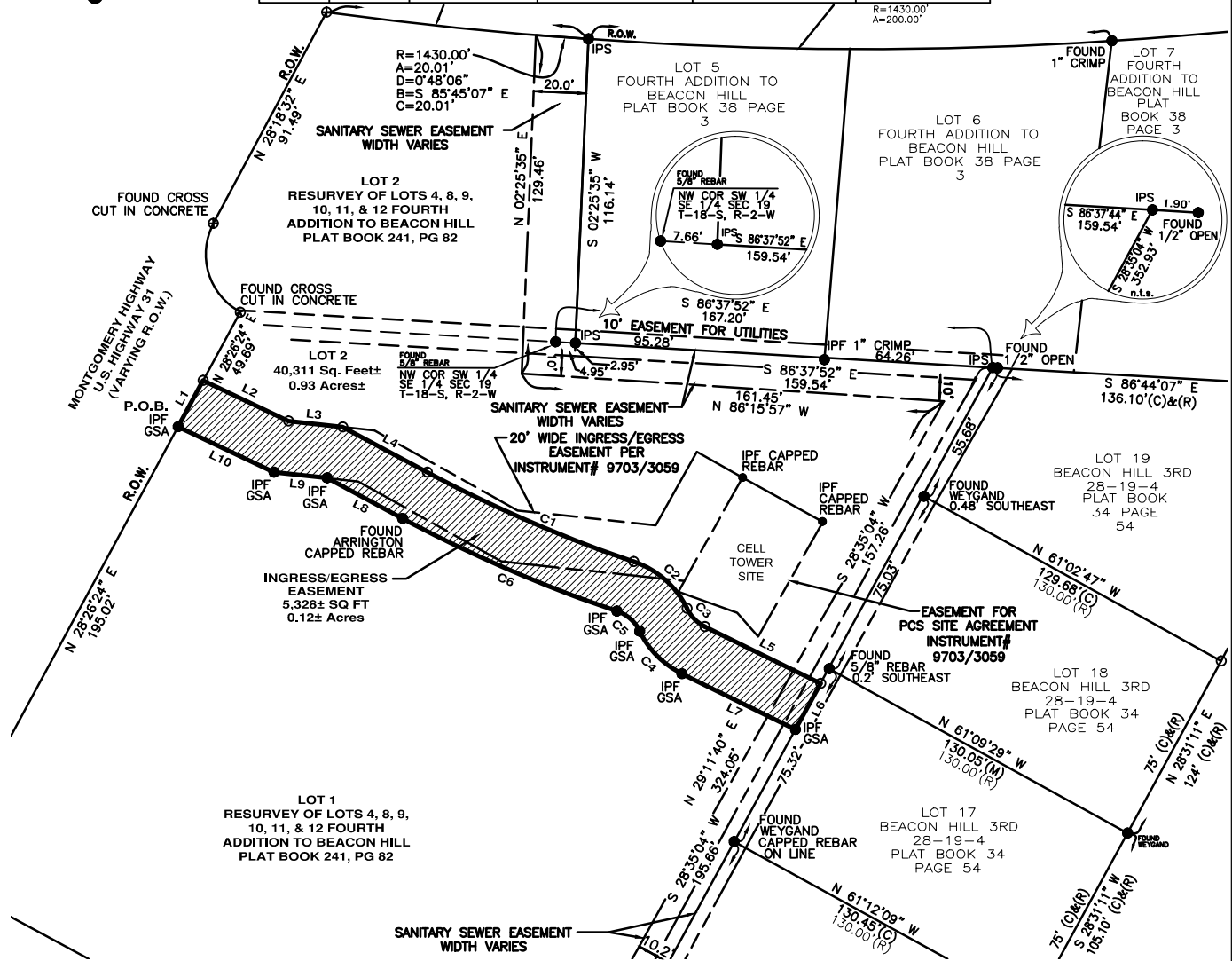
EXHIBIT MAP EASEMENT DEDICATION

SW 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 WEST
JEFFERSON COUNTY, ALABAMA



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	519.21'	85.94'	85.84'	S 66°35'59" E	9°29'01"
C2	35.00'	27.84'	27.11'	S 48°33'25" E	45°34'09"
C3	15.00'	9.98'	9.79'	S 44°49'44" E	38°06'45"
C4	35.00'	23.28'	22.85'	N 44°49'44" W	38°06'45"
C5	15.00'	11.93'	11.62'	N 48°33'25" W	45°34'09"
C6	539.21'	89.26'	89.16'	N 66°35'57" W	9°29'06"



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 28°26'24" E	20.03'
L2	S 64°36'14" E	36.02'
L3	S 83°51'36" E	20.89'
L4	S 61°51'24" E	36.59'
L5	S 63°53'06" E	49.18'
L6	S 28°35'04" W	20.02'
L7	N 63°53'06" W	48.32'
L8	N 61°51'24" W	32.69'
L9	N 83°51'36" W	20.40'
L10	N 64°36'14" W	40.47'

ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

GONZALEZ - STRENGTH & ASSOCIATES, INC.
ENGINEERING, LAND PLANNING, & SURVEYING
2176 PARKWAY LAKE DRIVE
HOOVER, ALABAMA 35229
PHONE: (205) 942-2486
FAX: (205) 942-3033
www.Gonzalez-Strength.com

Ingress/easement

An easement over and across a parcel of land situated in the Southwest Quarter of Section 19, Township 18 South, Range 2 West, Jefferson County, Alabama; said easement being a portion of Lot 2, Resurvey of Lots 4, 8, 9, 10, 11, & 12 Fourth Addition to Beacon Hill as recorded in Plat Book 241, Page 82 in the office of the Judge of Probate Jefferson County, Alabama, said easement being more particularly described as follows:

Begin at a found 5/8 inch capped rebar stamped GSA marking the Northwest corner of Lot 1 of said subdivision, said point marking the Southwest corner of said Lot 2, said point lying on the Easternmost right of way of U.S. Highway 31 (right of way varies); thence run North 28 degrees 26 minutes 24 seconds East along said Right of way and along the West line of said Lot 2 for a distance of 20.03 feet to a point; thence leaving said lot line and said right of way run South 64 degrees 36 minutes 14 seconds East for a distance of 36.02 feet to a point; thence run South 83 degrees 51 minutes 36 seconds East for a distance of 20.89 feet to a point; thence run South 61 degrees 51 minutes 24 seconds East for a distance of 36.59 feet to a point, said point lying on a curve to the left, said curve having a radius of 519.21 feet, a central angle of 09 degrees 29 minutes 01 seconds, a chord bearing of South 66 degrees 35 minutes 59 seconds East, a chord distance of 85.84 feet; thence run along the arc of said curve for a distance of 85.94 feet to a point, said point lying on a reverse curve turning to the right, said curve having a radius of 35.00 feet, a central angle of 45 degrees 34 minutes 09 seconds, a chord bearing of South 48 degrees 33 minutes 25 seconds East, a chord distance of 27.11 feet; thence run along the arc of said curve for a distance of 27.84 feet to a point, said point lying on a reverse curve turning to the left, said curve having a radius of 15.00 feet, a central angle of 38 degrees 06 minutes 45 seconds, a chord bearing of South 44 degrees 49 minutes 44 seconds East, a chord distance of 9.79 feet; thence run along the arc of said curve for a distance of 9.98 feet to a point; thence run South 63 degrees 53 minutes 06 seconds East for a distance of 49.18 feet to a point, said point lying on the West line of Lot 17, Beacon Hill 3rd Addition as recorded in Plat Book 34, Page 54 in the Office of the Judge of Probate Jefferson County, Alabama; thence run South 28 degrees 35 minutes 04 seconds West along said Lot line for a distance of 20.02 feet to a found 5/8 inch capped rebar stamped GSA; thence leaving said West line of Lot 17 run North 63 degrees 53 minutes 06 seconds West along the South line of said Lot 2 and along the North line of said Lot 1 for a distance of 48.32 feet to a found 5/8 inch capped rebar stamped GSA, said point lying on a curve to the right, said curve having a radius of 35.00 feet, a central angle of 38 degrees 06 minutes 45 seconds, a chord bearing of North 44 degrees 49 minutes 44 seconds West, a chord distance of 22.85 feet; thence run along the arc of said curve and along said Lot lines for a distance of 23.28 feet to a found 5/8 inch capped rebar stamped GSA; said point lying on a curve to the left, said curve having a radius of 15.00 feet, a central angle of 45 degrees 34 minutes 09 seconds, a chord bearing of North 48 degrees 33 minutes 25 seconds West, a chord distance of 11.62 feet; thence run along the arc of said curve and along said Lot lines for a distance of 11.93 feet to a found 5/8 inch capped rebar stamped GSA, said point lying on a curve to the right, said curve having a radius of 539.21 feet, a central angle of 09 degrees 29 minutes 06 seconds, a chord bearing of North 66 degrees 35 minutes 57 seconds West, a chord distance of 89.16 feet; thence run along the arc of said curve and along said Lot lines for a distance of 89.26 feet to a found 5/8 inch capped rebar stamped ARRINGTON; thence run North 61 degrees 51 minutes 24 seconds West along said Lot lines for a distance of 32.69 feet to a found 5/8 inch capped rebar stamped GSA; thence run North 83 degrees 51 minutes 36 seconds West along said Lot lines for a distance of 20.40 feet to a found 5/8 inch capped rebar stamped

GSA; thence run North 64 degrees 36 minutes 14 seconds West along said Lot lines for a distance of 40.47 feet to the POINT OF BEGINNING. Said easement contains 5,328 Square feet or 0.12 Acres more or less.

RESOLUTION NUMBER 4760

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH GOODWYN MILLS AND CAWOOD FOR PLANNING SERVICES FOR THE B.E. CARE ENTRANCE TO THE ALTADENA VALLEY COUNTRY CLUB

WHEREAS, the City Manager has indicated a desire to evaluate an alternate access to the proposed recreational fields located at the Altadena Valley Country Club; and

WHEREAS, the City Manager has received an agreement for professional planning services from Goodwyn Mills and Cawood in an amount not to exceed \$6,000, a copy of which is marked as “Exhibit A” attached to and incorporated into the Resolution Number 4760 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it would be in the best public interest to evaluate said alternate access and accept the proposal detailed in “Exhibit A”.

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

1. The City Manager is hereby authorized to execute and deliver an agreement with Goodwyn Mills and Cawood for professional planning services for an alternate access to the Altadena Valley Country Club in an amount not to exceed \$6,000; and
2. This Resolution Number 4760 shall be effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



September 9, 2015

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

RE: Proposal for Planning and Traffic Study Services – B. E. Kare Entrance
Altadena Valley Country Club Redevelopment – Vestavia Hills, Alabama

Dear Mr. Downes:

Goodwyn Mills and Cawood (GMC) appreciates the opportunity to submit a proposal for the planning of the redevelopment of the Altadena Valley Country Club and the additional investigation of the B. E. Kare Entrance opportunity. We have prepared this proposal for your review and comment, and we look forward to working with you throughout the planning of this project.

A> PROJECT SCOPE & SCHEDULE:

In accordance with our previous conversations to date, we have the following understanding of the Project Scope and the primary work items requiring our involvement. The proposed scope of work includes supplementing the work performed to date with the planning and limited preliminary engineering of a proposed entrance to serve the planned ballfields and park from the existing B. E. Kare facility on Acton Road.

B> CONSULTANT AND DESIGN SERVICES:

Planning: GMC will consider a new entrance to serve the planned ballfield and park complex from the existing B. E. Kare facility on Acton Road. The work will include the consideration of the International Park property currently under option from Keith Development through which the road will run and a preliminary construction estimate of the cost of that road. A more detailed list of tasks is below:

- Preliminary Engineering of Roadway
 - Plan and Profile
 - Generate Preliminary Quantities for Budgeting
- Preliminary Construction Estimate
- Confer with City on Results
- Project Management and Facilitation as needed

Traffic Study: In conjunction with City staff and a traffic sub-consultant, GMC will perform a traffic analysis of the Acton Road and B. E. Kare Entrance intersection. A more detailed list of tasks is below:

- Traffic Analysis
 - Perform weekday and Saturday traffic counts at intersection
 - Perform traffic re-distribution and projections with the new entrance
 - Perform a right turn lane warrant analysis and add the intersection to the existing traffic model
 - Perform peak-hour capacity analysis
 - Project Meetings – 3x

GOODWYN, MILLS AND CAWOOD, INC.

2701 1st Avenue South, Suite 100
Birmingham, AL 35233
Tel 205.879.4462 Fax 205.879.4493

GMCNETWORK.COM

Proposal- Planning and Traffic Study Services – B. E. Kare Entrance
 Altadena Valley Country Club Redevelopment – Vestavia Hills, Alabama

September 9, 2015

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C> COMPENSATION:

	SERVICE DESCRIPTION		FEE	TYPE
CONSULTANT SERVICES:	Planning	Hourly	= \$6,000	Budget
	Traffic Study		= \$3,300	LS
	Project Mtg. by Sub-Consultant (3x)	\$500 ea.	= \$1,500	Budget

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- **Printing:** All printing/ mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes. For budgetary purposes, we recommend an **allowance of \$100** be established for project related printing and material expenses.
- **Travel Expenses:** All authorized travel expenses incurred by our employees including lodging and meals directly associated with the project.
- **Automobile Miles:** Mileage incurred by our employees and associated with the project will be invoiced at \$0.456/ mile. For budgetary purposes, we recommend an **allowance of \$100** be established for project related mileage expenses.
- **Renderings and Models:** Professional renderings or models requested by the Owner.
- **Consultant Expenses:** The reimbursable expenses of our Consultants are Owner reimbursable expenses and include travel expenses, printing costs for drawings transmitted to the Engineer, mileage, lodging, out-of-town meals, and similar project related charges.

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

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.

Accepted By:
City of Vestavia Hills



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

 Date: _____

RESOLUTION NUMBER 4763

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AND DELIVER AN AGREEMENT WITH VOLKERT FOR A PROPOSED
NEW PUBLIC WORKS FACILITY**

**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 agreement with Volkert Inc., for a proposed new public works facility; and
2. A copy of said agreement is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4763 as though written fully therein; and
3. This Resolution Number 4763 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 28th day of September, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

OWNER/CONSULTANT AGREEMENT

This Agreement made and entered into this ____ day of _____, _____ by and between the City of Vestavia Hills, Alabama, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

The CONSULTANT shall perform certain professional and engineering services as requested by the OWNER for the following:

- Programming and schematic layout of a new Public Works Facility at an existing City parcel located adjacent to the Liberty Park Sports Complex (LPSC) and the Sicard Hollow Athletic Complex (SHAC) and/or improvement of the existing, secondary Public Works facility located at Wald Park adjacent to the north tennis courts.
- Evaluation of roadway improvements at Sicard Hollow Road necessary to facilitate access to the new Public Works facility.
- Schematic site layout for the new Public Works Facility

The scope of services proposed to complete this project is summarized herein below.

Programming

- Meeting with City Administration and Public Works Department personnel to determine facility space requirement and determine criteria/relationships for the requirement spaces.
- Determine typical cost for the facility type.
- Determine typical site requirements for facility type.
- Identify issues/requirements unique to this project type (technology, security, etc.)
- Determine goals and objectives for the facility
- Conduct a Programming review with City personnel
- Gather relevant information

- Available mapping including: GIS, quad maps, aerial maps, planning and zoning maps.
- Identify any right-of-way issues.
- Zoning/Code requirements
- Required/Available Utilities
- Survey
 - Conduct a topographic survey of the site. This survey will be used to confirm all existing grades / ground surface elevations. Volkert will also survey all existing drainage structures, existing features, and existing utilities.
 - Conduct a topographic of Sicard Hollow Road for a distance of approximately ¼ mile to either side of the site. Note: Survey was performed for approximately 600 linear feet along Sicard Hollow Road to facility design of the pedestrian tunnel. This information will be supplemented with new survey to minimize cost.

Sicard Hollow Road Evaluation

- Review existing information, including available survey and tax maps showing property and right of way.
- Evaluate traffic requirements, including turn lanes and proposed traffic volumes through the site.
- Determine geometry and sight distance requirements.
- Note: Sicard Hollow Road evaluation can be accelerated, if necessary to coordinate with the upcoming resurfacing contract being advertised by Jefferson County, Department of Roads and Transportation.

Schematic Design

- Determine site layout based on equipment and vehicle use
- Develop schematic site layout, including preliminary grading, drainage and utility service connection requirements.
- Develop schematic layout/elevation drawing for new public works facility building.
- Develop an estimated total project cost.
- Develop an estimated cost for improvements to Sicard Hollow Road. Note: Sicard Hollow Road improvements can be coordinated with upcoming resurfacing contract.
- Conduct design reviews with City personnel.

Final Design, Bidding, and Construction Engineering and Inspection (CE&I)

Final design and development of construction documents; bidding services and CE&I services are not included in the General Services and shall be added by supplemental agreement to this contract.

SECTION II – SPECIAL SERVICES

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Materials Investigations including laboratory and field testing of soils and materials required for construction quality control purposes.
- C. Engineering Surveys for construction to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., not included in the General Services herein above, and as required and approved by the OWNER.
- D. Observation of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.

- B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The CONSULTANT agrees to provide professional services for all services included in Article I – Scope of Services and the OWNER agrees to pay the CONSULTANT a LUMP SUM fee for design engineering services \$ 38,600.

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined as follows:
 - Travel and subsistence cost, long distance telephone, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.
- E. Payment shall be made payable to Volkert, Inc. and submitted to the following address: ***Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.***

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously

accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.

- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.
- C. Indemnification: To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its elected public officials and employees, as OWNER, (herein collectively referred to as the "indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performances of the design and engineering work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or consultants, or any of them, directly or indirectly employed by them, or anyone for whose acts as they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but

not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses, for injury or damage to adjacent or neighboring property, that arise out of, relate to, or result from performance of the said design and engineering work.

D. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I. Worker Compensation Employer Liability	State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial General Liability	\$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

The CONSULTANT shall cause the insurance coverages described in this Section E, subparagraphs I, II, and III above to include:

- a) The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the CONSULTANT’S negligent acts or omissions during the CONSULTANT’S operations; and
- b) The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the CONSULTANT’S negligent acts or omissions during the CONSULTANT’S completed operations; and
- c) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
- d) Contain no exclusions of the additional insureds relative to job accidents; and
- e) The policies must be on an “occurrence basis.”

E. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT’S obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective

date thereof at least five days before the effective date of such termination and make settlement with CONSULTANT upon an equitable basis for services performed up to the time of termination.

F. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.
3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

- G. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before

recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

- H. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.
- I. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- J. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.
- K. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor

CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.

- L. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of the Tenth Judicial Circuit of Alabama, Jefferson County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

- M. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

ATTEST:

OWNER

Title

Title

Federal Employer
ID # (Corporation):

Social Security #
(Individual):

ATTEST:

Volkert, Inc.

Robert R. Vermillion
Project Manager

Kirk Mills, P.E.
Vice President

RESOLUTION NUMBER 4762

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTIJURIDICTIONAL AGREEMENT WITH JEFFERSON COUNTY AND THE REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM FOR AN “APPLE” PROJECT TO STUDY AND FURTHER DEVELOP IMPROVEMENT PLANS FOR A SECTION OF ACTON ROAD NEAR THE FORMER ALTADENA VALLEY COUNTRY CLUB

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 agreement with Jefferson County (“the County”) and the Regional Planning Commission of Greater Birmingham (“RPCGB”) for an Advanced Planning Program and Logical Engineering (“APPLE”) project; and
2. A copy of said agreement is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4762 with anticipated costs of RPCGB for \$48,000 or 80%; Jefferson County as primary sponsor up to \$12,000 (20%) and the City would reimburse Jefferson County up to \$6,000 (10%) as a co-sponsor of the project; and
3. Said project would be funded from the Capital Improvement Fund; and
4. This Resolution Number 4762 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 12th day of October, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

JEFFERSON COUNTY)
STATE OF ALABAMA)

**AGREEMENT
TO
SHARE RESPONSIBILITIES**

Acton Road

From International Park Drive to Camp Horner Road

RECITAL:

Jefferson County, Alabama (County), and the City of Vestavia Hills, Alabama (Vestavia), desire to make certain improvements to **Acton Road from International Park Drive to Camp Horner Road (Project)**. The Project traverses through the two jurisdictions, County and Vestavia. Both parties desire to cost share the Corridor Study. The County and Vestavia Hills will divide responsibility as follows: County responsibility being 50% of the costs and Vestavia Hills responsibility being 50% of the costs. Jefferson County and Vestavia desire to establish their agreement herewith.

WHEREAS, the County has entered into a separate Agreement with the Regional Planning Commission of Greater Birmingham (RPCGB) to receive funding under the Advanced Planning Program and Logical Engineering (APPLE) program for the Project. The total amount of funding awarded to County for the APPLE program is \$60,000.00 with the County's share being \$12,000.00.

WHEREAS, the County agrees to work in good faith with RPCGB to complete the Project in a timely and professional manner, and

WHEREAS, the RPCGB agrees to secure third party contractor(s) for the corridor study, and

IN CONSIDERATION OF THE PREMISES stated herein Jefferson County and the City of Vestavia Hills mutually agree as follows:

- 1) County, Vestavia and RPCGB will jointly select a consultant and prepare the scope of work.
- 2) County will invoice Vestavia Hills for \$6,000.00 for their share of the Project.
- 3) County will pay directly to RPCGB the amount of \$12,000.00 for the Project.
- 4) County shall notify Vestavia and receive written concurrence for any cost overruns that are deemed necessary.
- 5) The parties expressly agree that the County does not assume any risk or future liability, or any future responsibility for any portion of Acton Road located within the municipality of Vestavia Hills.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA

Date

BY: _____
James A. (Jimmie) Stephens, President
Jefferson County Commission

CITY OF VESTAVIA HILLS, ALABAMA

Date

BY: _____
Alberto C. Zaragoza, Mayor

Date

BY: _____
Jeff Downes, City Manager

ORDINANCE NUMBER 2602

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-2 TO VESTAVIA HILLS B-2 WITH FUTURE LIMITED USES.

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

513 Montgomery Highway
Lot 1, Resurvey of Lots 4, 8, 9, 10, 11 & 12 Fourth Addition to Beacon Hills
Map Book 241/Page 82
City of Vestavia Hills, Owner

BE IT FURTHER RESOLVED that said rezoning is conditioned upon the following conditions: (1) Gas stations and automotive repair/service facilities are prohibited; (2) the proposed sign located on the back of the building is removed; and (3) all permits between ALDOT and the developer are reviewed by the City Engineer.

APPROVED and ADOPTED this the 12th day of October, 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 # 2602 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 12th day of October, 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: APRIL 9, 2015

- **CASE:** P-1214-59
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-2 to Vestavia Hills B-2 with future uses.
- **ADDRESS/LOCATION:** 513 Montgomery Hwy.
- **APPLICANT/OWNER:** City of Vestavia Hills
- **REPRESENTING AGENT:** Getra Sanders
- **GENERAL DISCUSSION:** Applicant is seeking to put a Chick-fil-A on current City Hall site. Building would be 4,927 square feet and have 15 parking spaces. Plan has been updated to shift the entrance on easement as well as parking on easement and overall easement improvements. Plan seems to meet all zoning requirements. Buffering, landscaping, rear walls and fences will remain the same. Attached is a letter from Steve Monk, Esq. reaffirming Chick-fil-a's right for use of the easement.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan but is consistent for Village Center.
- **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:** Reviewing plans. Will have comment at meeting.
 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 of 513 Montgomery Hwy. from Vestavia Hills R-2 to Vestavia Hills B-2 With Future Limited Uses For The Purpose of a Drive-Through Restaurant with the following conditions:

1. The sign on the rear of the building is removed;
2. Staff reviews all permits between developer and ALDOT.

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

Mr. Brooks – yes

Mr. House – yes

Mr. Visintainer – yes

Mr. Larson – yes

Mr. Wolfe – yes

Mr. Burrell – yes

Mr. Goodwin – yes

Motion carried.

Subject Property

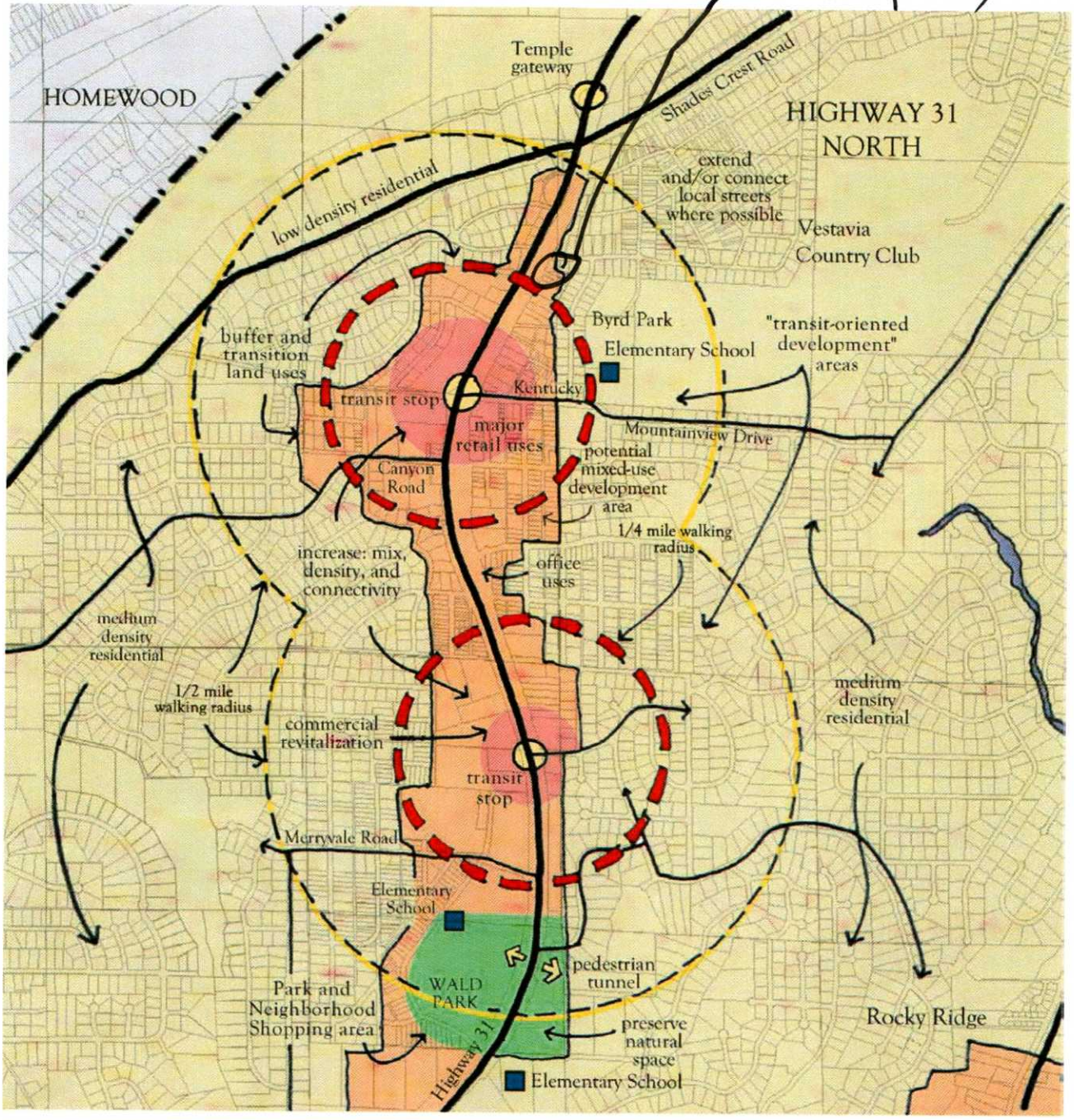
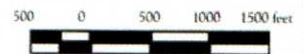
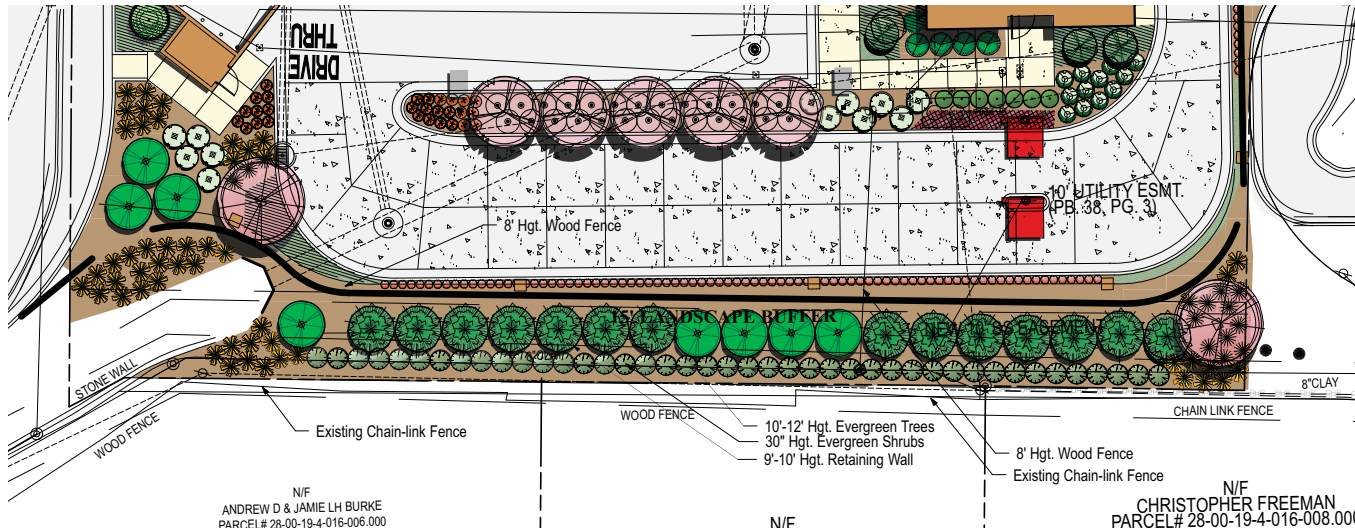


Figure 17: Highway 31 North
Land Use Analysis

- 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 administrated by the Vestavia Hills School System.





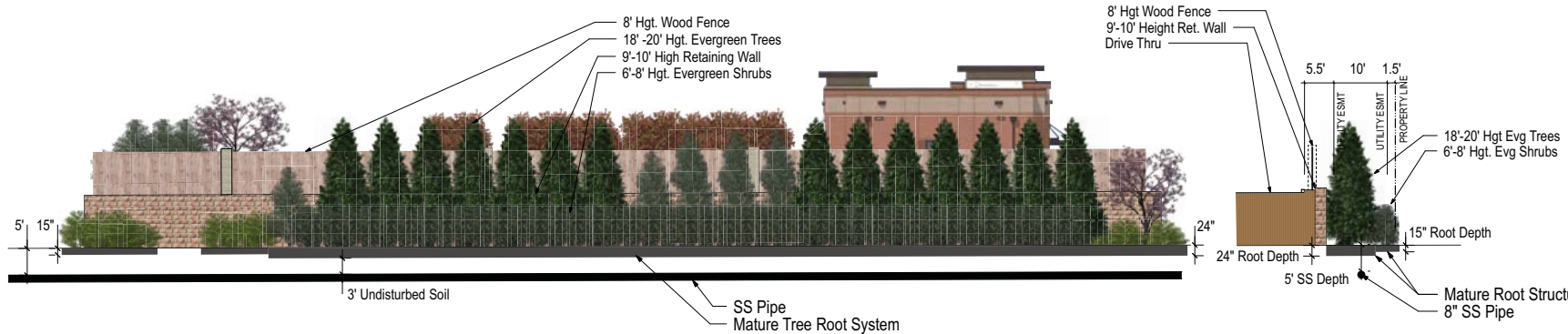
LANDSCAPE PLAN
Scale: 1"=10'-0"



PROPOSED BUFFER AT INSTALL
Scale: 1"=10'-0"

ELEVATION

SECTION



PROPOSED BUFFER AT 5 YEARS GROWTH
Scale: 1"=10'-0"

ELEVATION

SECTION



Christopher
5300 Buffington Rd.
Atlanta, Georgia
30349-2998

Revisions:		
Mark	Date	By
△	7.21.15	ADN
Root Systems		
9.11.15 ADN		
Elevation Update		
Mark	Date	By
△		
Mark	Date	By
△		
Seal		



**manley
landdesign**
landscape architecture
51 old canton street
alpharetta, ga 30009
ph: 770-442-8171
fc: 770-442-1123

STORE
Vestavia Hills

513 Montgomery Hwy
Vestavia Hills, AL

SHEET TITLE
Buffer Study

VERSION:
ISSUE DATE:

Job No. : 2014020
Store : 3339
Date : 5.21.15
Drawn By : ADN
Checked By : SLM

Sheet

R-1.0

LANDSCAPE REQUIREMENTS

A. STREET FRONTAGE LANDSCAPING

- REQUIRED**
- Provide an 8' wide landscape strip along the length of parking and vehicular circulation areas that extend within 25' of the front lot lines.
 - 1 Canopy tree per 50 LF or 1 understory tree per 40 LF
186 (north to curb) LF/50+ 4 Canopy Trees or 186/40+ 5 Understory Trees
 - 1-3 Gal shrub per 3 LF
186/3+ 62 Shrubs
- PROVIDED**
- 8' Wide landscape strip provided
 - 4 Shumard Oak
 - 63 Shrubs (35 Needeppoint Holly & 28 Knock Out Rose)

B. PERIMETER LANDSCAPING

- REQUIRED**
- 5' wide landscape strip along the length of parking and vehicular circulation areas not adjacent to roadways.
 - 1 Canopy tree per 50 LF or 1 understory tree per 40 LF
North: 200 LF/50+ 4 Canopy Trees or 200/40+ 5 Understory Trees
South: 271/50+ 5 Canopy Trees or 271/40+ 7 Understory Trees
 - 1-3 Gal shrub per 3 LF
North: 200 LF/3+ 67 Shrubs
South: 271/3+ 90 Shrubs
- PROVIDED**
- Min. 5' wide landscape strip provided along vehicular circulation areas not adjacent to roadways
 - North: 7 Understory Trees (5 Sapphire Cypress & 2 Redbud)
 - South: 7 Understory Trees (3 Crepe Myrtle, 3 Sapphire Cypress & 1 Redbud)
 - North: 50 Shrubs (32 Needeppoint Holly & 18 Adagio Grass)
 - South: 93 Shrubs (63 Needeppoint Holly, 25 Spiraea & 5 Hydrangea)

C. INTERIOR LANDSCAPING

- REQUIRED**
- There shall be at least 20 SF of interior landscaping per parking space.
50 spaces x 20= 1000 SF of interior landscape area
 - Every planting area containing a required tree shall be at least 75 SF and 7' in width.
There shall be a canopy tree within 80' or an understory tree within 60' of every parking space.
 - 1,929 SF of interior landscape area
 - Interior landscape areas with a tree has a min. width of 7' and 75 SF
 - Every parking space is within 80' of a canopy tree or 60' of an understory tree (see tree circles)
- PROVIDED**
- 1,929 SF of interior landscape area
 - Interior landscape areas with a tree has a min. width of 7' and 75 SF
 - Every parking space is within 80' of a canopy tree or 60' of an understory tree (see tree circles)

D. BUILDING LANDSCAPING

- REQUIRED**
- Building landscaping shall be incorporated along building elevations, which are 35' or greater in length
 - Building landscaping may be aggregated into one or more locations along the elevations to allow for pedestrian/vehicular access and loading areas along the building elevation.
 - Building landscape to have a min. depth of 6'
 - Building landscape to include 10 hedges/rows or shrubs per 50 LF
Building landscape to include 1 canopy tree per 50 LF or 1 understory per 35 LF
North: 128 LF = 4 Understory trees & 28 shrubs
South: 114 LF = 3 Understory trees & 13 shrubs
East: 39 LF = 1 Understory tree & 7 shrubs
West: 35 LF = 1 Understory tree & 7 shrubs
- Table: 9 Understory Trees and 50 Shrubs**
- PROVIDED**
- Building landscaping incorporated along three sides of the building, the fourth side is limited due to the drive thru window.
 - Majority of the planting areas are a min. 6' wide
 - North: No plantings due to drive thru window access
 - South: 7 Understory trees (5 Crepe Myrtle, 1 Sap Maple, 1 TF Ligustrum) and 58 shrubs
East: 2 Understory trees (2 TF Ligustrum) and 29 shrubs
West: 25 Shrubs
- Table: 8 Understory Trees and 112 Shrubs**

E. BUFFERS

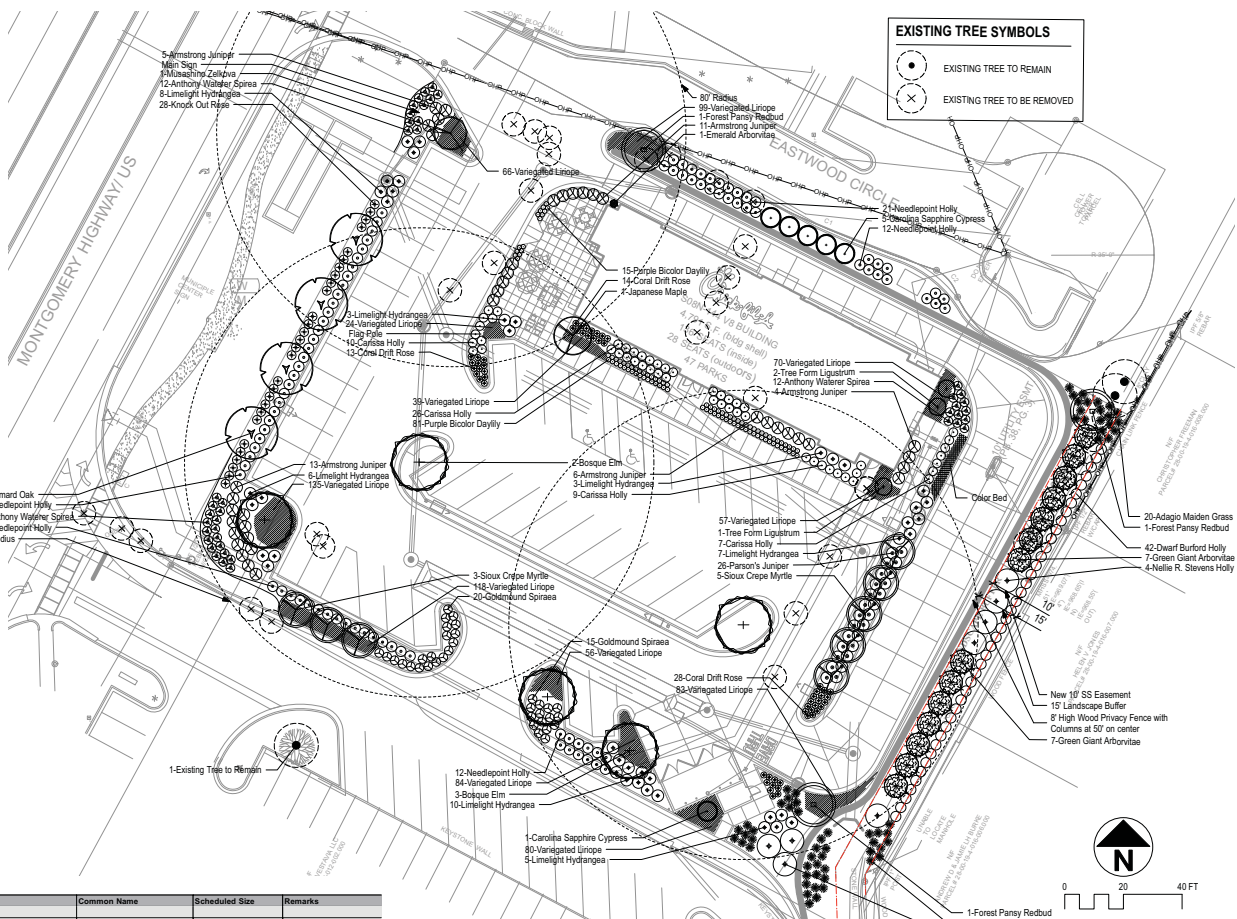
- REQUIRED**
- Class "B" buffer shall be provided along the rear property line.
15' wide buffer strip if a fence or wall is used, or 20' wide with no fence or wall.
 - 10 Understory trees in a single row per 100 LF
209 LF/100= 2.09 x 10 = 21 understory trees
 - 20 shrubs in a single row per 100 LF. Shrubs shall be evergreen and 30" htg min. at planting
2.09 x 20= 42 shrubs
- PROVIDED**
- 15' wide buffer provided w/ wall and fence
 - 22 trees provided:
14 Green Giant Arbutovise
8 Nellie R. Stevens Holly
 - 42 Dwarf Burford shrubs

LANDSCAPE NOTES

- Contractor responsible for locating and protecting all underground utilities prior to digging.
- Contractor responsible for protecting existing trees from damage during construction.
- All shrub beds (existing and new) to be mulched with a 1 inch minimum layer of double shredded hardwood mulch.
- All annual and perennial beds to be filled to a minimum depth of 12 inches and amended with 4 inches of organic material.
Match planted annual and perennial beds to a minimum depth of 2 inches.
- Planting holes to be dug a minimum of twice the width of the size of the root ball of both shrub and tree. Back to be a mix of 4 parts topsoil and 1 part organic soil conditioner (ie. Nature's Helper or Pro Mix). Backfill and tamp bottom of hole prior to planting to top of root ball does not settle below surrounding grade.
- Existing grass in proposed planting areas to be killed and removed and area to be hand raked to remove all rocks and debris larger than 1 inch in diameter prior to planting shrubs.
- Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentations to be repaired.
- Soil to be tested to determine fertilizer and lime requirements and distributed prior to laying soil.
- Soil to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, irrigated, and watered thoroughly immediately after planting. Edge of soil to be "V" trenched.
- All changes to design or plant substitutions are to be authorized by the Landscape Architect.
- All landscaping shall be installed in conformance with ANSI Z60.1 The "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.
- The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism.
- Any plant that is determined dead, in an unhealthy or unsightly condition, lost its shape due to dead branches or other symptoms of poor, non-vigorous growth shall be replaced by the Landscape Contractor.
- General Contractor is responsible for adding a min of 4" of clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil. See specifications for required topsoil characteristics.
- General Contractor to mound all parking islands 6" - 10" w/ clean friable topsoil.
- Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by General Contractor and observe the site conditions under which the work is to be done. Notify General Contractor of any unsatisfactory conditions, and work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
- Stake all evergreen and deciduous trees as shown in the details this sheet.
- Remove all stakes and guying from all trees after one year from planting.
- Water thoroughly twice in first 24 hours and apply mulch immediately.
- Site to be 100% irrigated in all planting beds and grass area by an automatic underground irrigation system. See Irrigation Plan I-21 for design.
- All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
- All tree protection areas to be protected from sedimentation.
- All tree protection fencing to be inspected daily, and repaired or replaced as needed.
- No parking, storage or other construction activities are to occur within tree protection areas.

PLANT LIST

Qty	Botanical Name	Common Name	Scheduled Size	Remarks
Trees				
1	Acer palmatum var. atropurpureum 'Burgundy Lace'	Burgundy Lace Japanese Maple	15 Gal.	
3	Cercis canadensis 'Forest Pansy'	Forest Pansy Redbud	8-10' Hgt. x 5'-6" Spr.	B & B
6	Cupressus arizonica 'Carolina Sapphire'	Carolina Sapphire Cypress	Min. 7' Hgt.	
8	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	Min. 10'-12' Hgt.	Plant 10' OC
8	Lagerstroemia indica 'Sioux'	Sioux Crepe Myrtle	Min. 7' Hgt.	B & B; Multi-trunked
3	Ligustrum japonicum 'Tree Form'	Tree Form Ligustrum	Min. 7'-8' Hgt. x 3'-4" Spr.	Tree Form; Multi-trunked
4	Quercus shumardi	Shumard Oak	Min. 2.5' Cal. 12" Hgt	B & B
14	Thuja 'Green Giant'	Green Giant Arborvitae	Min. 10'-12' Hgt.	Planted 9' OC
1	Thuja occidentalis 'Emerald'	Emerald Arborvitae	5'-6' Hgt.	
1	Ulmus parviflora 'Bosque'	Bosque Elm	Min. 2.5' Cal. 12" Hgt	B & B
1	Zelkova serrata 'Musashino'	Musashino Zelkova	Min. 2.5' Cal. 12" Hgt	B & B
Shrubs				
42	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	Min. 12" Hgt.	
52	Ilex cornuta 'Carissal'	Carissa Holly	Min. 12" Hgt.	
42	Ilex cornuta Dwarf Burford	Dwarf Burford Holly	Min. 30" Hgt.	Buffer Shrub; Plant 42" O.C.
91	Ilex cornuta 'Needeppoint'	Needeppoint Holly	Min. 18" Hgt.	
39	Juniperus chinensis 'Armstrongii'	Armstrong Juniper	Min. 18" Hgt.	
26	Juniperus davurica 'Parsoni'	Parson's Juniper	Min. 12" Hgt.	
63	Miscanthus sinensis 'Adagio'	Adagio Maiden Grass	Min. 12" Hgt.	
28	Rosa x 'Knock Out'	Knock Out Rose	Min. 18" Hgt.	
35	Spiraea japonica 'Goldmound'	Goldmound Spiraea	Min. 18" Hgt.	
42	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spiraea	Min. 12" Hgt.	
Groundcovers				
96	Hemerocallis 'Purple Bicolor Daylily'	Purple Bicolor Daylily	1 Gal.	
911	Liriodendron 'Variegata'	Variegated Liriodendron	4" Pot	Plant 15' O.C.
55	Rosa 'Coral Drift'	Coral Drift Rose	3 Gal.	Plant 2' O.C.
70	Color Bed	Annual Color Bed	SF; Prep & Plant	
Other				



5300 Buffington Rd.
Atlanta, Georgia
30349-2998

Revisions:
Mark Date By
8.24.15 SLM
New Blade Footprint

Mark Date By
△

Mark Date By
△

Seal



manley
landdesign
landscape architecture
51 old canton street
alpharetta, ga 30009
ph: 770-442-8171
fc: 770-442-1123

STORE
Vestavia Hills

513 Montgomery Hwy
Vestavia Hills, AL

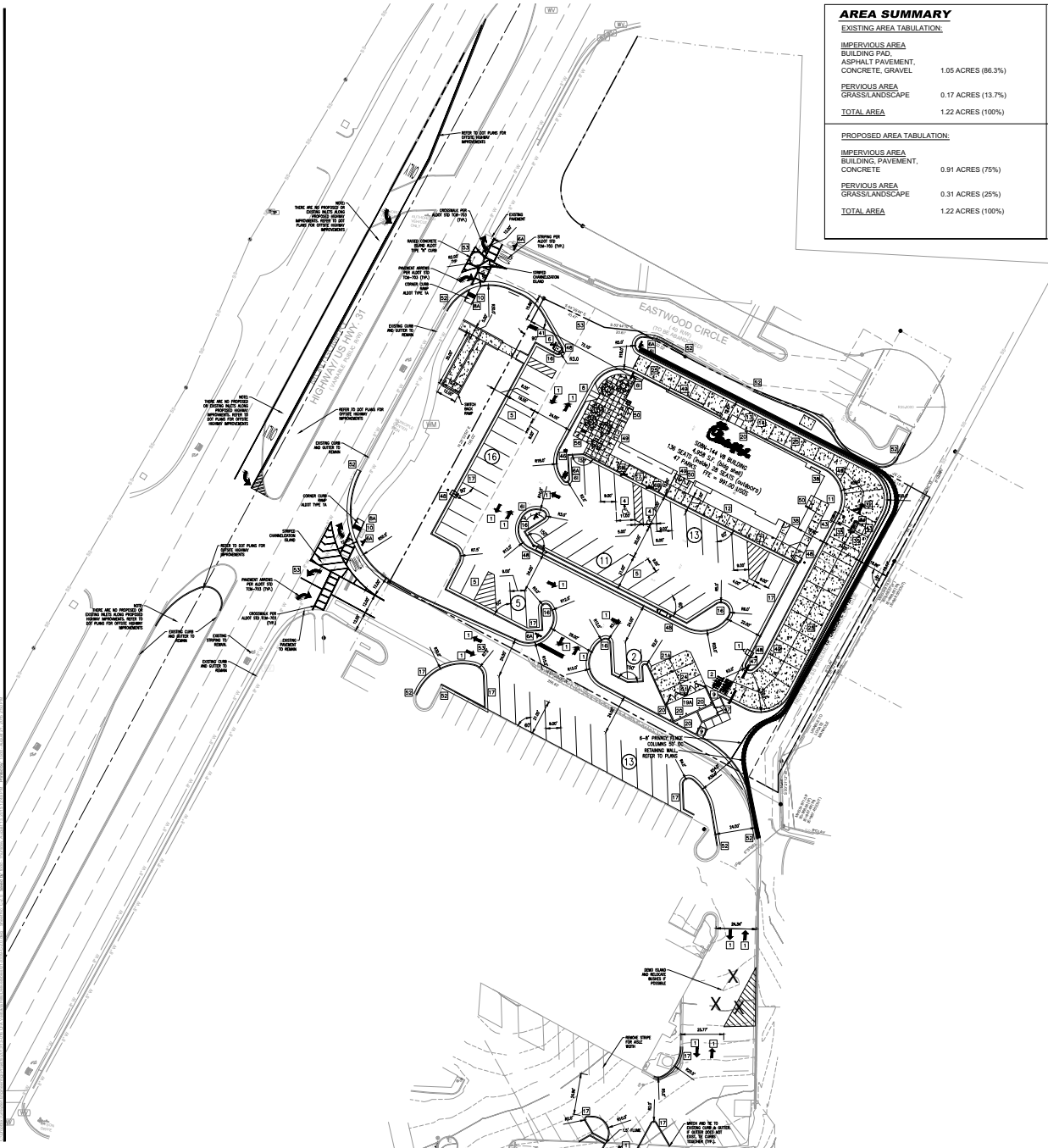
SHEET TITLE
Landscape Plan

VERSION:
ISSUE DATE:

Job No. : 2014020
Store : 3339
Date : 7.30.15
Drawn By : ADN
Checked By : SLM

Sheet

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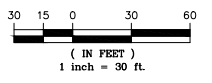


AREA SUMMARY		PARKING REQUIREMENTS	
EXISTING AREA TABULATION:		PARKING RATIO = 1 SPACE PER 100 SF OF GFA PLUS PATIO AREA MINUS NON-CUSTOMER AREA	
IMPERVIOUS AREA BUILDING PAD, ASPHALT PAVEMENT, CONCRETE, GRAVEL	1.05 ACRES (86.3%)	TOTAL GFA = 4,858 SF BUILDING; PATIO = 900 SF NON CUSTOMER AREA = 2872	
PERVIOUS AREA GRASSLANDSCAPE	0.17 ACRES (13.7%)	PARKING SPACES REQUIRED = 32	
TOTAL AREA	1.22 ACRES (100%)	STANDARD SPACES PROVIDED = 45 SPACES HANDICAP SPACES PROVIDED = 2 SPACES TOTAL SPACES PROVIDED = 47	
PROPOSED AREA TABULATION:		DEVELOPMENT DATA	
IMPERVIOUS AREA BUILDING, PAVEMENT, CONCRETE	0.91 ACRES (75%)	SITE ZONING: B-1 or B-2	
PERVIOUS AREA GRASSLANDSCAPE	0.31 ACRES (25%)	SETBACKS	
TOTAL AREA	1.22 ACRES (100%)	FRONT - 30 FEET	
		RIGHT SIDE - 0-10 FEET	
		LEFT SIDE - 0-10 FEET	
		REAR - 30 FEET	

SITE PLAN DESIGN NOTES & KEY PLAN

- 1 DIRECTIONAL ARROW
- 2 DRIVE THRU GRAPHICS
- 3 STOP LINE GRAPHIC
- 4 PAINTED ACCESSIBILITY SYMBOL
- 5 STANDARD PARKING STALL & STRIPING DETAIL, NEUTRAL AREAS SHALL BE MARKED WITH 4" WIDE STRIPES AT 48" O.C. UNLESS NOTED OTHERWISE
- 6 DIRECTIONAL SIGNAGE (REFER TO SIGN PACKAGE FOR MORE DETAILS)
 - 6A ALL SIGNS SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION:
 - 6B STOP SIGN (R1-1 30"x30")
 - 6C LEFT TURN ONLY
 - 6D HANDICAP SIGN
 - 6E PEDESTRIANS CROSSING
 - 6F DRIVE THRU SIGN
 - 6G EXIT ONLY SIGN
 - 6H RIGHT TURN ONLY SIGN
 - 6I DO NOT ENTER SIGN (R5-1)
 - 6J ONE WAY SIGN (R6-1 OR R6-2)
 - 6K THANK YOU
- 7 SIDEWALK ACCESSIBLE RAMP
- 8 CURB RAMP w/ FLARED SIDES
- 9 CURB RAMP w/ SHORT FLARED SIDES
- 10 RETURNED CURB ACCESSIBLE RAMP
- 11 TRUNCATED DOMES
- 12 TYPICAL CONCRETE SIDEWALK
- 13 SIDEWALK WITH CURB & GUTTER SECTION
- 14 DRIVE THRU PLAN VIEW
- 15 DRIVE THRU ISOMETRIC VIEW
- 16 SOLID PLASTIC WHEEL STOP
- 17 LANDSCAPE & IRRIGATION PROTECTOR
- 18 24" CONCRETE CURB & GUTTER - CATCHING & SPILLING
- 19 ROLLOVER MOUNTABLE CURB
- 20 REFUSE ENCLOSURE FOUNDATION PLAN
- 21 REFUSE ENCLOSURE FOUNDATION PLAN (ALT) (NOT USED)
- 22 REFUSE ENCLOSURE ALTERNATE DRAINAGE PLAN (NOT USED)
- 23 CONCRETE BOLLARD
- 24 TYPICAL PAVEMENT SECTION
- 25 PAVEMENT EDGE DETAIL
- 26 TRANSVERSE & LONGITUDINAL CONTRACTION JOINT
- 27 TRANSVERSE & LONGITUDINAL DOWELED CONSTRUCTION JOINT
- 28 CONCRETE APRON @ TRASH ENCLOSURE
- 29 CONCRETE PAVING @ DRIVE THRU LANE
- 30 ALUMINUM HANDRAIL
- 31 TYPICAL ADA RAMP AND HANDRAIL
- 32 CONTRACTION JOINT
- 33 KEVED CONSTRUCTION JOINT
- 34 LONGITUDINAL SPLIT JOINT
- 35 EXPANSION JOINT
- 36 MULTIDIRECTION POINT DIRECTIONAL ARROW DETAILS
- 37 PAVER OR STAMPED CONCRETE CROSSWALK
- 38 DRIVE THRU ORDER POINT ISLAND CURB
- 39 MENU BOARD LOOP DETECTION SYSTEM
- 40 ENTRY DOOR FROST SLAB DETAIL
- 41 SAN. C.O. OUTSIDE BUILDING
- 42 BUILDING DOWNSPOUT CONNECTION DETAIL
- 43 TYPICAL SECTION AT INLET/CATCH BASIN DETAIL
- 44 STORM WEEP HOLE DETAIL
- 45 CHICK-FIL-A SIGN (REFER TO SIGN PACKAGE)
- 46 PRE-SELL MENU BOARD (NOT USED)
- 47 MENU BOARD & CANOPY ORDERING STATION (REFER TO SIGN PACKAGE)
- 48 CHICK-FIL-A "ENTER" SIGN (NOT USED)
- 49 CHICK-FIL-A "EXIT" SIGN (NOT USED)
- 50 50' FLAG POLE (REFER TO SIGN PACKAGE)
- 51 CLEARANCE BARS
- 52 LIGHT POLE & BASE
- 53 BITUMATOMIC EXPANSION JOINT: TYP. INSTALL EXPANSION JOINT BE TWEEN ALL CONCRETE PAVEMENT INTERFACE WITH BUILDINGS, CURB & GUTTER, AND OTHER CONSTRAINED OBJECTS. TYPICAL.
- 54 SITE CONTRACTOR SHALL REFER TO ARCHITECT PLANS FOR THE EXACT DIMENSIONS OF THE BUILDING AND THE LOCATION OF DOORWAYS, UTILITIES, ETC.
- 55 GATES TO BE INSTALLED BY BUILDING CONTRACTOR WITH DUMPSTER STRUCTURE. COORDINATE WITH PAVEMENT INSTALLATION.
- 56 SMOOTH EXISTING CURB & GUTTER AS NECESSARY TO COMPLETE NEW CURB & GUTTER CONNECTION. PROVIDE EXPANSION JOINT BETWEEN INTERFACES.
- 57 THE CONTRACTOR SHALL INSTALL NECESSARY TRAFFIC CONTROL, SAFETY BARRICADES, LIGHTING, AND OTHER REQUIRED CONTROL MEASURES TO SECURE THE WORK AREA FROM EXISTING TRAFFIC AND TO ENSURE PUBLIC SAFETY.
- 58 TRANSFORMER PAD
- 59 SINGLE WHITE SOLID LINE
- 60 BIKE RACK

SITE PLAN LEGEND	
EXISTING	PROPOSED



5200 Buffington Rd.
Atlanta Georgia,
30349-2995

Revisions:

Mark	Date	By
△		

Mark Date By

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Mark Date By

Seal

07/21/15

GREYDEN
ENGINEERING • PLANNING

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STORE
VESTAVIA HILLS
FSU 3339
S08H-N-LG

513 Montgomery
Highway
Vestavia Hills, AL

SHEET TITLE

SITE PLAN

VERSION: V14
ISSUE DATE: 5-2015

Job No. : 13-016
Store : 3339
Date : 7/21/15
Drawn By : TMR
Checked By : TMR

Sheet

C-2.0

**Prepared by and when recorded
return to:**

Michael H. Wall, Esq.
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308

**AGREEMENT REGARDING DRIVEWAY WORK AND EASEMENTS, COVENANTS AND
RESTRICTIONS**

This Agreement Regarding Driveway Work and Easements, Covenants and Restrictions (this "Agreement") is entered into as of this ____ day of _____, 2015 by and between NEW OWNERS, VESTAVIA, LLC, an Alabama limited liability company ("NOV"), and CHICK-FIL-A, INC., a Georgia corporation ("CFA").

BACKGROUND STATEMENT:

NOV is the owner of the land in Jefferson County, Alabama described on Exhibit "A" (the "NOV Tract"). CFA is anticipated to be the owner of the land in Jefferson County, Alabama described on Exhibit "B" (the "CFA Tract"; the NOV Tract and the CFA Tract are sometimes referred to individually as a "Tract" and collectively as the "Tracts"), which is land CFA is purchasing from the City of Vestavia Hills (the "City"). The CFA Tract is adjacent to the north side of the NOV Tract.

In an effort to improve traffic flow for that traffic going to and from the CFA Tract, some of which will cross the NOV Tract, CFA agrees herein to perform work to certain driveways on the NOV Tract, and NOV agrees to grant CFA easements over the NOV Tract to do that work, to allow CFA's traffic to cross the NOV Tract and for CFA's customers to park in certain spaces on the NOV Tract, all consistent with the terms and provisions set forth below. The site plan attached as Exhibit "C" (the "Site Plan") depicts the Tracts with the Driveway Work (as defined below) completed.

In consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the parties to this Agreement, NOV and CFA covenant and agree as follows:

1. Benefitted Parties/Binding Effect. Except as otherwise expressly provided below, the easements, rights, obligations restrictions and covenants established in this Agreement will run with the NOV Tract and the CFA Tract and will benefit and burden each Tract, NOV, CFA and their respective successors, assigns, tenants, agents, employees, contractors and invitees.

2. Termination of Prior Easements, If Any. Effective as the date of the Acquisition (as defined in Section 15 below), CFA, as the owner of the CFA Tract, relinquishes, quitclaims, grants and conveys to NOV, as the owner of the NOV Tract, any easement, right, title or interest held by it for ingress or egress across the NOV Tract, except for the easements and rights that are expressly granted under this Agreement.

3. Driveway Work. CFA will perform certain work (the "Driveway Work") to the driveway oriented in an east-west direction (the "EW Driveway" and depicted as such on the Site Plan) and the driveway oriented in a north-south direction (the "NS Driveway" and depicted as such on the attached Site Plan; the EW Driveway and the NS Driveway are collectively the "Driveways"), which Driveways are located on the NOV Tract and labeled on the Site Plan. The Site Plan and the other plans described on Exhibit "D" are collectively the "Work Plans". NOV hereby approves the Work Plans.

The Driveway Work will generally consist of:

- Improving the existing entrance onto Montgomery Highway 31 from the EW Driveway to allow for dedicated right in/left out/right out access as depicted on the Work Plans. This portion of the Driveway Work includes repaving, installing signage, and striping as required to satisfy ALDOT requirements. All work related to the improvement of the existing entrance on the NOV Tract shall be designed and performed in accordance with the latest edition of the ALDOT standard specifications for highway construction and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and to commercial grade standards for high traffic locations. All striping for the entrance shall be consistent with those standards for state of Alabama roadways.
- Raising the existing grade of the EW Driveway to create a visually appealing transition between the Tracts as depicted on the Work Plans. This portion of the Driveway Work includes bringing clean fill onto the Tracts, compacting that fill and laying base and asphalt as quantified by CFA's general contractor.
- Creating thirteen (13) new parking spaces along the southern boundary of the EW Driveway (the "New Spaces", as depicted on the Work Plans). This portion of the Driveway Work includes the installation of curbs and gutters to create islands at each end of the New Spaces as depicted on the Work Plans.
- Raising storm inlets and the sanitary cleanout to the new proposed grade elevation of the EW Driveway, if needed, and replacing any utilities disturbed by the work outlined herein.
- Matching the type and size of the existing retaining wall along the northeastern boundary of the NS Driveway and tying the retaining wall that will run along the eastern boundary of the CFA Tract to the existing wall, and installing a barrier, fencing, guardrail and/or handrail as required for safety on any new portion of the retaining wall.
- Removing the island in the NS Driveway to allow a wider path of travel for vehicles, per the requirements of the City. Such work includes re-grading a portion of the NS Driveway and

installing any necessary retaining walls, all as depicted on the Work Plans.

- Replacing asphalt, curbs and gutters within the NS Driveway as depicted on the Work Plans.
- Painting the Driveways and installing signage as required to direct traffic, all in accordance with the Work Plans.

Such work is intended to be turnkey work such that NOV does not have to hire a contractor or expend funds to complete such work or make the described changes work as an integrated whole with the rest of the NOV Tract. The Driveway Work includes all permits, permit fees, surveys, engineering, testing and inspections.

4. Material Changes to Work Plans. Any material change by CFA to the Work Plans will require NOV's written approval, which approval will not be unreasonably withheld, conditioned or delayed. NOV will respond with any comments to the changes within ten (10) business days after receipt. If NOV fails to respond to CFA's request within the 10-business day period, the changes will be deemed to be approved by NOV. To be valid, the notice must include in capital letters: "**FAILURE TO RESPOND WITHIN TEN (10) BUSINESS DAYS IS DEEMED NOV'S APPROVAL.**" If NOV provides CFA with a written list of itemized, detailed comments within the 10-business day period, the parties will work together, in good faith and in an expeditious manner, to arrive at a mutually agreeable set of modified Work Plans.

5. Temporary Inspection and Construction Easement.

(a) NOV grants and conveys to CFA a non-exclusive, temporary inspection and construction easement over, through and across that portion of the NOV Tract as is required for conducting tests and inspections in anticipation of the Driveway Work and for the actual performance of the Driveway Work. The temporary inspection and construction easement will terminate on the earlier of: (A) the date that the Driveway Work is completed; and (B) eighteen (18) months after the later of: (i) the Acquisition; or (ii) the date that the City vacates the building on the CFA Tract. CFA agrees to commence (and thereafter diligently pursue) repairing any damage caused by such inspection or testing, within two (2) business days of notice from NOV of any such damage. The preceding sentence will survive the termination of this Agreement.

No portion of the NOV Tract may be used by CFA's contractors as a staging area. However, NOV acknowledges and agrees that, while the Driveway Work is ongoing, CFA's contractors will have the right to store equipment on the NOV Tract overnight in the specific areas where the Driveway Work is then being performed, subject to meeting the requirements of Section 11 below.

CFA shall submit to NOV all final geotechnical reports for placement of engineered fill onto the NOV Tract within five (5) business days after the later of: (i) the date that the final reports were issued, and (ii) the expiration of the Inspection Period (as defined in Section 5(b) below). Prior to opening for business on the CFA Tract, CFA will provide NOV with a copy of CFA's certificate of occupancy for the building on the CFA Tract.

(b) Notwithstanding anything to the contrary in this Agreement, if the results of CFA's tests and inspections of the NOV Tract are not satisfactory to CFA in its sole and absolute discretion, CFA will have the right to terminate this Agreement on written notice to NOV given at any time and for any reason within the thirty (30)-day period after the date that this Agreement is fully executed (the 30-day period is

the "Inspection Period"). On termination, CFA will pay the sum of \$100.00 to NOV, and all rights and obligations of the parties under this Agreement will be of no further force or effect, except for obligations that are expressly stated to survive the termination of this Agreement. NOV acknowledges and agrees that the sum of \$100.00 is good, adequate and sufficient consideration for the rights granted to CFA under this Section 5.

6. Completion and Inspection of the Driveway Work. CFA will provide thirty (30) days' advance written notice to NOV prior to beginning the Driveway Work. CFA will perform the Driveway Work in accordance with the Work Plans and the standards in Section 11 below. Upon completion of the Driveway Work, CFA will submit to NOV lien waivers from its general contractor and all subcontractors and suppliers in the form required by Alabama law. While construction work on the NOV Tract is ongoing, NOV will have the right to: (i) inspect the Driveway Work, and (ii) notify CFA of the failure of the Driveway Work to comply with the Work Plans; provided, however, that NOV will deliver such notice immediately upon learning of the non-compliance. CFA will cause any non-compliant aspect of the Driveway Work to be promptly corrected.

Approximately eleven (11) months after the completion of the Driveway Work, CFA and its general contractor will conduct a joint inspection of the Driveway Work (the "Walk-Through"). NOV will have the right to accompany CFA and its general contractor on the Walk-Through. CFA will provide NOV with at least fourteen (14) days' advance written notice of the Walk-Through date and time. During the Walk-Through, the parties will inspect the work performed to ensure that it complies with the Work Plans.

Within ten (10) days after the Walk-Through, NOV will have a final opportunity to provide CFA with notice of the failure of the Driveway Work to comply with particular aspects of the Work Plans. If NOV provides CFA with such a deficiency notice and those deficiencies are covered by the warranty of CFA's general contractor, CFA will cause the deficiencies to be corrected. Such corrective work will commence within twenty (20) days after receipt of NOV's notice, and the work thereafter will be diligently pursued to completion. If CFA fails to cause the correction of deficiencies noted by NOV that are covered under the warranty of CFA's general contractor, NOV may, upon written notice to CFA, take the necessary corrective action. In such event, CFA will be responsible for reimbursing NOV, within ten (10) days of submission of an invoice, for the reasonable, out-of-pocket costs incurred to correct the deficiencies. NOV's right to correct such deficiencies in the Driveway Work will include access to those portions of the CFA Tract necessary to complete the work on the deficiencies.

NOV agrees that CFA will be released from any liability, loss or damage with respect to the Driveway Work upon: (i) NOV's failure to object to any aspect of the work within ten (10) days after the Walk-Through (regardless of whether NOV attends the Walk-Through); and (ii) the correction of any deficiencies to the Driveway Work that are identified by NOV in accordance with the previous paragraph.

7. Access and Parking Easement.

(a) Effective as of the date that CFA completes the Driveway Work in accordance with the Work Plans, NOV grants and conveys to CFA, for the benefit of and as an appurtenance to the CFA Tract, a non-exclusive, perpetual easement (subject to the Easement Reduction [as defined below]) over and across the Driveways for the purposes of pedestrian and vehicular access (the "Driveway Easement"). The Driveway Easement does not include use for construction vehicles performing work on the CFA Tract (except that construction vehicles may utilize the NW Driveway during the performance of any work permitted to be conducted under this Agreement). Trucks hauling trash from the CFA Tract may

utilize the portion of the EW Driveway designated on Exhibit "E" as the "31 Entrance Stretch" for both ingress and egress. Trucks making deliveries to the business on the CFA Tract may not use the Driveways to make such deliveries. In no event may trucks utilizing the EW Driveway block access by emergency vehicles to the NOV Tract.

(b) Effective as of the date that CFA completes the Driveway Work, NOV grants and conveys to CFA, for the benefit of and as an appurtenance to the CFA Tract, a non-exclusive, perpetual easement (subject to the Easement Reduction[as defined below]) over and across the New Spaces for the purposes of customer vehicular parking (the "Parking Easement"). The Parking Easement does not include use for employees that work on the CFA Tract.

(c) Except as expressly permitted under Section 7(a) above, CFA shall use all commercially reasonable efforts to prevent the Driveways and New Spaces from being used by or blocked by delivery trucks, trash trucks, or commercial vehicles of those providing goods or services to the CFA Tract. Commercially reasonable efforts shall include but not be limited to providing directions for such trucks to enter and exit from the north side of the CFA Tract, and directions to the drivers of any such vehicles using or blocking such areas to immediately move their vehicle.

(d) CFA shall use all commercially reasonable measures to insure that employees working on the CFA Tract do not park on the NOV Tract or in the Parking Easement area including the New Spaces.

8. Covenants and Restrictions Related to Curb Cuts, Driveways, New Spaces and Signage; Reduction of Easement Area.

(a) Each party covenants and agrees that it will maintain those curb cuts on its respective Tract providing access to the Driveways, which curb cuts are shown on the Site Plan, in good condition and in a state that provides a smooth and level transition between the Tracts. CFA agrees that it will not, without obtaining the advance approval of NOV, relocate the curb cut on the CFA Tract providing access to the EW Driveway to a location that is closer to the eastern boundary line of Montgomery Highway 31 than is shown on the Site Plan. Additionally, unless the Easement Reduction (as defined in Section 8[b] below) occurs, CFA will maintain in good condition and state of repair the directional signage on the CFA Tract that direct traffic to the Highway 31 southbound lanes (the "31 Directional Signage"), and will not remove, reconfigure, modify, alter or obstruct the 31 Directional Signage without obtaining the advance approval of NOV. NOV covenants and agrees that it will maintain the New Spaces, the Driveways and any directional or traffic signage related to same in good condition and state of repair after CFA completes the Driveway Work (except for repairs made pursuant to the third paragraph of Section 6 above, which CFA will cause its general contractor to perform). However, if the Easement Reduction occurs, NOV's maintenance and repair obligations under the previous sentence will be limited to the 31 Entrance Stretch. Additionally, NOV covenants and agrees that it will not reconfigure, modify, alter or obstruct the Driveways or the New Spaces after CFA completes the Driveway Work. However, if the Easement Reduction Occurs, the prohibitions under the previous sentence only will be applicable to the 31 Entrance Stretch.

(b) Notwithstanding anything to the contrary in this Agreement, if, after a Chick-fil-A restaurant opens for business on the CFA Tract, the CFA Tract ceases to be used as a Chick-fil-A restaurant or for the operation of a Cathy Family Concept (as defined below) for a period in excess of twenty-four (24) consecutive months (except that the time during which operations cease due to a remodeling [including a "scrape and rebuild"], condemnation, casualty or an event of force majeure will not count towards the 24-month period), the easements granted under Section 7 above will terminate except with respect to the access easement benefiting the CFA Tract over the 31 Entrance Stretch (the

"Easement Reduction"). Thus, even if the Easement Reduction occurs, the 31 Entrance Stretch will continue in full force and effect in perpetuity and run with the land, benefiting the CFA Tract and burdening the NOV Tract. Upon the request of NOV, CFA will execute and deliver to NOV an amendment to this Agreement, in recordable form, that confirms the effective date of the Easement Reduction. As used in this Section 8(b), a "Cathy Family Concept" is a use by a member of the Cathy Family or by a business that one or more members of the Cathy Family directly or indirectly control. The terms "members of the Cathy Family" and "control" are defined in Section 16 below.

9. Cost Sharing. For so long as this Agreement is in place, CFA will maintain, repair and replace, at CFA's sole expense, the driveways on the CFA Tract and, unless the Easement Reduction occurs, the 31 Directional Signage. NOV will maintain, repair and replace the New Spaces, the Driveways and any directional or traffic signage related to same (the "Reimbursable Upkeep Work"). If the Easement Reduction occurs, NOV only will be obligated to maintain, repair and replace the 31 Entrance Stretch, and the Reimbursable Upkeep Work will be confined to same. CFA will reimburse NOV for sixty percent (60%) of the reasonable, out-of-pocket costs incurred by NOV for the Reimbursable Upkeep Work (the "Contribution") as such Reimbursable Upkeep Work is performed in the normal course of business. CFA will deliver the Contribution to NOV within thirty (30) days after receipt of an itemized statement of the costs of the Reimbursable Upkeep Work, along with back-up invoices marked paid and lien waivers in the form required under Alabama law from any contractors, subcontractors and suppliers involved with the Reimbursable Upkeep Work. CFA only will be obligated deliver the Contribution to NOV for a Reimbursable Upkeep Work project with a total cost in excess of \$5,000.00 if NOV provides CFA with at least thirty (30) days' advance written notice of NOV's intention to perform such work accompanied by a bid estimate for the work from a reputable, licensed contractor. CFA will not be responsible for any costs incurred by NOV with respect to repairing and replacing the New Spaces or the Driveways: (i) to the extent reimbursed by NOV's casualty insurance policy (and in the event of a covered loss, NOV will file a claim with its insurance company and thereafter make commercially reasonable efforts to recover proceeds for the loss), or (ii) to the extent the need for the repair or replacement results from the negligence or willful misconduct of NOV's agents, contractors or employees. CFA will be fully responsible for any costs incurred by NOV with respect to repairing and replacing the New Spaces or the Driveways to the extent the need for the repair or replacement results from the negligence or willful misconduct of CFA's agents, contractors or employees. Except as provided in this Section 9, neither party will have any obligation to contribute toward common area maintenance or any other expenses related to the other's Tract.

10. Insurance and Indemnification.

(a) During any period that a party is prosecuting any construction or replacement activities required or permitted under this Agreement, the party will cause its contractor to maintain reasonable commercial general liability insurance with respect to construction activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and for property damage arising out of any one occurrence, and the other party and its mortgagee, if any, will be an additional insured under such policy. Additionally, during the term of this Agreement, CFA will maintain commercial general liability insurance with respect to its activities with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of any person and for property damage arising out of any one occurrence, and NOV and its mortgagee, if any, will be an additional insured under such policy. All insurance will be procured from a company licensed in the State of Alabama. Upon request, the party required to carry insurance will provide a certificate via standard ACORD form to the other.

(b) CFA agrees to indemnify, defend and hold NOV, its affiliates, directors, officers and employees harmless from and against any and all claims, demands, loss, cost, damage, liability, liens or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by NOV in connection with CFA's exercise of its easement rights this Agreement, except to the extent caused by the negligence or willful act of NOV, its employees, tenants, contractors or agents.

11. Manner of Performing Work. Whenever a party performs any inspections, testing, construction, maintenance, or replacements required or permitted under this Agreement, the work will be done expeditiously. Once begun, the work will be diligently pursued to completion. The work will be carried out in a manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land (including, without limitation, the day to day operations of the tenants of NOV leasing space in the NOV Tract) as is reasonably practicable. Additionally, with respect to inspections, testing or construction performed by CFA on the portion of the Driveways designated on Exhibit "F" as the "Critical Stretches", CFA will conduct such activities and work after business hours if reasonably necessary to minimize interference with business operations on the NOV Tract. Access for emergency vehicles to the NOV Tract shall be maintained at all times.

All work will be performed in a good and workmanlike manner and in accordance with: (i) permits and approvals obtained in connection with the work, and (ii) applicable laws, codes, ordinances, rules and regulations. The party responsible for performing the work will promptly pay its contractors and agrees to keep the other party's Tract free of, and hold the other harmless from and against, any and all losses, costs or damages due to any liens or claims to liens resulting from or otherwise associated with the work. The party causing (or otherwise permitting) a lien to be filed against the other party's Tract will have the lien removed within thirty (30) days after receipt of written notice of the filing of the lien. If the lien is not removed within the 30-day period, then the party against whose Tract the lien has been filed may, in addition to any other potentially available remedy under this Agreement, have the right and option to remove or discharge the lien and upon demand will be entitled to all reasonable costs incurred in connection therewith.

12. Remedies for Violation. Upon the failure of either party to comply with the terms of this Agreement within thirty (30) days following written notice by the non-breaching party (unless, with respect to any such breach the nature of which cannot reasonably be cured within the 30-day period, the breaching party commences the cure within such 30-day period and diligently prosecutes the cure to completion), the breaching party will be in default of this Agreement. Each party will be entitled to injunctive relief and any other appropriate relief as may be available at law or in equity for any such default that is not cured within the periods provided in the previous sentence.

13. Notices. Notices given pursuant to this Agreement will be effective only if in writing and delivered (i) in person, (ii) by courier, (iii) by reputable overnight courier guaranteeing next business day delivery, or (iv) by United States certified mail, return receipt requested. All notices will be directed to the other party at its address provided below or such other address as either party may designate by notice given in accordance with this Section 13. Notices will be effective (i) in the case of personal delivery or courier delivery, on the date of delivery, (ii) if by overnight courier, one (1) business day after deposit with all delivery charges prepaid, or (iii) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. The notice addresses for NOV and CFA are as follows:

If to NOV: New Owners, Vestavia, LLC
C/O Harbert Realty Services, Inc.
Attention: Norman B. Tynes, Executive Vice President
2 North 20th Street, Suite 1700
Birmingham, AL 35203

With a copy to: Walter F. Scott, III, Esq.
Galloway, Scott, Moss & Hancock, LLC
2200 Woodcrest Place
Suite 310
Birmingham, AL 35209

If to CFA: Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
ATTN: Property Management – Real Estate Legal

With a copy to: Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
ATTN: Real Estate Legal Department

14. Representations and Warranties. To induce CFA to enter into this Agreement, NOV represents and warrants to CFA that: (i) all actions required to authorize the execution and performance of this Agreement by NOV have been taken, (ii) this Agreement constitutes a valid and binding agreement, enforceable against NOV, and (iii) the execution and performance of this Agreement and the grant of the interests, the assumption of the obligations and the imposition of the restrictions contained in this Agreement will not constitute a violation of any other agreement to which NOV is a party. Likewise, to induce NOV to enter into this Agreement, CFA represents and warrants to NOV that: (i) all actions required to authorize the execution and performance of this Agreement by CFA have been taken, (ii) this Agreement constitutes a valid and binding agreement, enforceable against CFA, and (iii) the execution and performance of this Agreement and the grant of the interests, the assumption of the obligations and the imposition of the restrictions contained in this Agreement will not constitute a violation of any other agreement to which CFA is a party. The representations in this Section 14 will be deemed to have been reaffirmed as of the date that this Agreement is filed in the Records pursuant to Section 15 below.

15. Recording and Condition. This Agreement will be binding on NOV and CFA as of the date that this Agreement is fully executed, but except as expressly otherwise set forth herein, the effectiveness of the terms and provisions of this Agreement, including the grant of easements (except for the easement granted to CFA over the NOV Tract for conducting tests and inspections in anticipation of the Driveway Work, which will take effect immediately upon the full execution of this Agreement), are conditioned on CFA acquiring fee title to the CFA Tract (the "Acquisition"). This condition will be automatically satisfied upon the recording of a deed in the real property records of Jefferson County, Alabama (the "Records") vesting title to the CFA Tract in CFA. After recording of the deed transferring the CFA Tract to CFA, CFA is authorized to record this Agreement in the Records, and will supply NOV an image of the recorded document within forty-eight (48) hours of such recording. If the Acquisition does not occur on or before June 30, 2016, this Agreement automatically will expire and be of no further force or effect, and CFA will promptly return all original, executed counterparts of this Agreement to NOV.

16. Right of First Offer.

(a) If CFA intends to offer the CFA Tract for sale, or if CFA receives an offer to purchase the CFA Tract on terms acceptable to CFA, CFA will first offer NOV the right to purchase the CFA Tract by sending to NOV a written notice of the price of the offer to sell or purchase (the "Offering Amount"). NOV will have fifteen (15) days after receipt of the notice to exercise its right to purchase by providing written notice to CFA. If NOV exercises the right to purchase, the closing will occur within ninety (90) days after the date of NOV's notice. If NOV does not elect to accept the offer or fails to provide notice within the fifteen (15) day period, CFA may offer to sell, and sell, the CFA Tract to any third party. However, if CFA does not complete a sale to a third party for not less than ninety percent (90%) of the Offering Amount within one (1) year after NOV notifies (or is deemed to have notified) CFA of NOV's election not to accept the offer, and if CFA determines again that CFA desires to offer the CFA Tract for sale, CFA must again comply with the terms of this Section 16 and NOV will again have the right of first offer in this Section 16.

(b) This Section 16 will not apply in the event of a sale, transfer or assignment of CFA's interest in the CFA Tract in connection with the foreclosure of any deed to secure debt, mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering CFA's fee interest. Further, this Section 16 will not apply to any transfer by descent or devise following the death of any party comprising CFA or to transactions by and among CFA or any member of the Cathy Family, including without limitation, trusts, corporations or other entities having a majority interest owned by or inuring to the benefit of CFA or any member of the Cathy Family; provided, however, that the provisions of this Section 16 will be binding upon such purchaser and such purchaser's heirs, successors and assigns except as set forth in this subsection (b). The lineal descendants of S. Truett Cathy and Jeanette McNeil Cathy, and the spouses of such lineal descendants constitute members of the Cathy Family. Further, this Section 16 will expire and be of no further force or effect forty (40) years after the date of this Agreement. Nothing in this Section 16 will preclude or impair CFA's ability to mortgage (including, without limitation, obtaining financing by a "sale and leaseback" transaction), pledge or grant any other form of security interest in the CFA Tract, and such mortgage, pledge or grant of any other form of security interest will not trigger NOV's right of first offer under this Section 16.

(c) The rights granted under this Section 16 are personal to NOV and its affiliates (as defined in the next sentence) and will automatically expire at such time as neither NOV nor its affiliate own the entirety of the NOV Tract. For the purposes of the previous sentence, an "affiliate" of NOV means any corporation or other entity which, directly or indirectly, is controlled by or is under control with NOV. Under this Agreement, "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation or other entity, whether through the ownership of voting securities (or other ownership interests) or by contract or otherwise, or to elect a majority of the directors of a corporation or to independently select the managing partner of a partnership, or to independently select the managing member of a limited liability company.

17. Miscellaneous. This Agreement will be governed in accordance with the laws of the State of Alabama. The paragraph headings in this Agreement are for convenience only, will in no way define or limit the scope or content of this Agreement, and will not be considered in any construction or interpretation of this Agreement or any part of this Agreement. Nothing in this Agreement will be construed to make the parties to this Agreement partners or joint venturers. This Agreement may be amended or modified only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, which amendments, if any, shall be promptly recorded in the Records. Except as expressly provided in this Agreement: (i) the designations and improvements shown on the Site

Plan are for identification purposes only, and (ii) each party will have the right to modify, alter, expand, replace the improvements on its respective Tract from time to time in its sole discretion. Wherever a party's consent or approval is required under this Agreement and may not be unreasonably withheld, conditioned or delayed, it will be deemed unreasonable for that party to withhold, condition or delay its consent or approval on an unrelated matter or upon the payment of money or other, unrelated concession.

The Site Plan is a depiction of the Tracts with the Driveway Work completed. No oral statement or prior written matter between the parties with respect to the matters covered in this Agreement shall have any force or effect. Either party will, without charge, within thirty (30) days after written request of the other, deliver an estoppel certificate regarding the following: (i) whether this Agreement is in full effect, (ii) the status of any alleged defaults or events that could result in a default if not cured within the time period provided under this Agreement, and (iii) such other factual matters pertaining to this Agreement as may be requested by the party who has asked for the estoppel certificate. If either party is delayed, hindered or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, terrorist acts, public health concerns not in the control of the party responsible for performing the act in question that materially interfere with the performance such obligations under this Agreement, insurrection, war or any reason beyond their control, then performance of the act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. Lack of funds will not be a basis for avoidance or delay of any obligation under this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

NOV and CFA have executed this Agreement under seal as of the day, month and year on the first page of this Agreement.

NOV:

NEW OWNERS, VESTAVIA, LLC,
an Alabama limited liability company

By: Markle, LLC,
an Alabama limited liability company,
its Managing Member

By: _____(SEAL)
Name: Richard L. Elwood
Title: General Partner

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the aforesaid jurisdiction, do hereby certify that Richard L. Elwood, the General Partner of Markle, LLC, the Managing Member of New Owners, Vestavia, LLC, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of said limited liability company.

Witness my hand and official seal, this ____ day of _____, 2015.

(Official Seal)

Notary Public

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CFA:

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

STATE OF GEORGIA)
COUNTY OF FULTON)

I, the undersigned Notary Public for the aforesaid jurisdiction, do hereby certify that _____ and _____, the _____ and _____, respectively of Chick-fil-A, Inc., personally appeared before me this day, and being by me duly sworn, say that they executed the foregoing and annexed instrument for and on behalf of said corporation.

Witness my hand and official seal, this ____ day of _____, 2015.

(Official Seal)

Notary Public

My commission expires: _____

EXHIBIT "A"

Legal Description of the NOV Tract

Lots B and C, according to the Markle Resurvey, as recorded in Map Book 206, Page 98, in the Probate Office of Jefferson County, Alabama.

EXHIBIT "B"

Legal Description of the CFA Tract

Lot 1, according to the Resurvey of Lots 4, 8, 9, 10, 11 & 12, Fourth Addition to Beacon Hill, as recorded in Map Book 241, Page 82, in the Probate Office of Jefferson County Alabama.

EXHIBIT "C"

Site Plan

[See attached page]

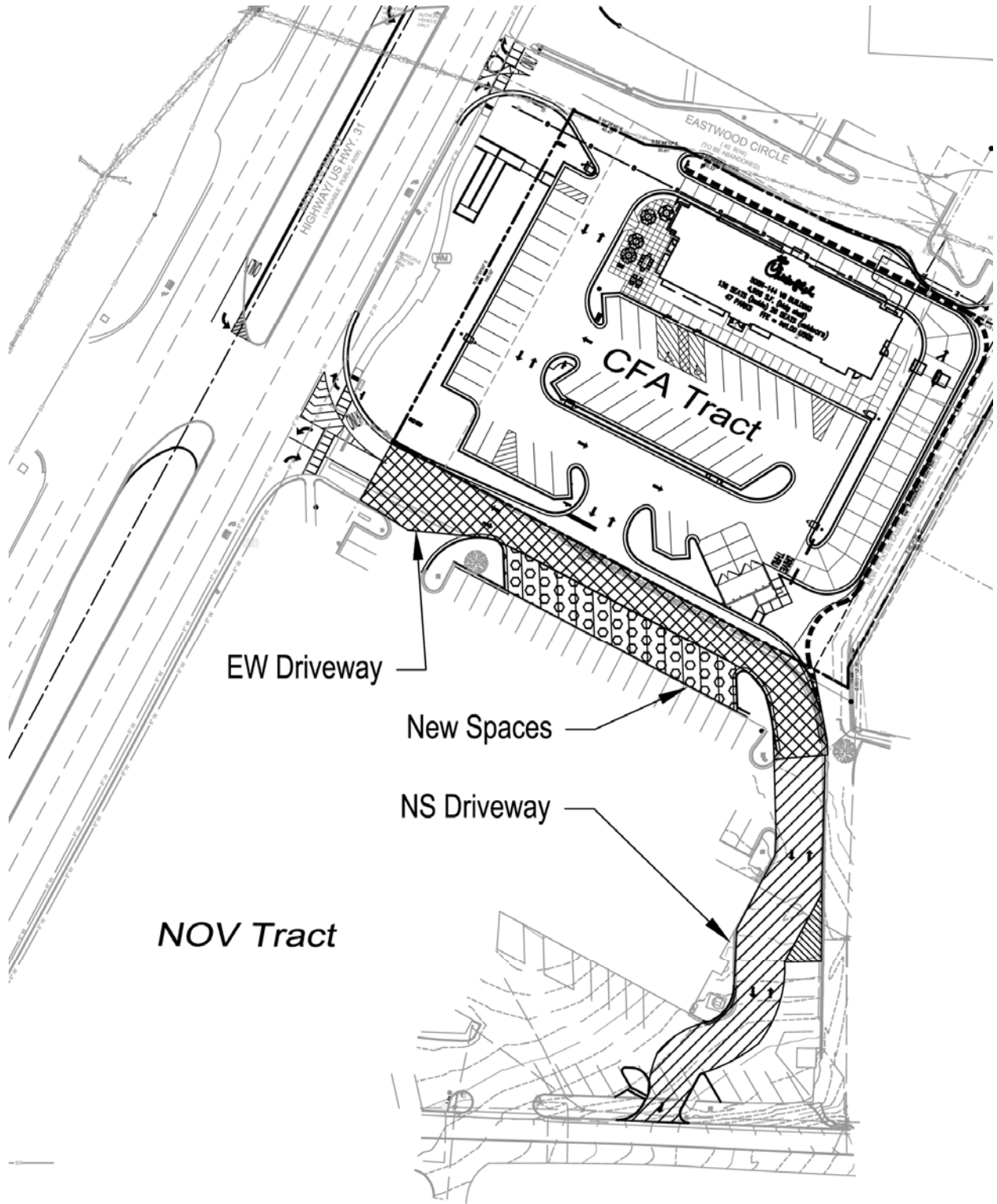


EXHIBIT "C" - "SITE PLAN"

EXHIBIT "D"

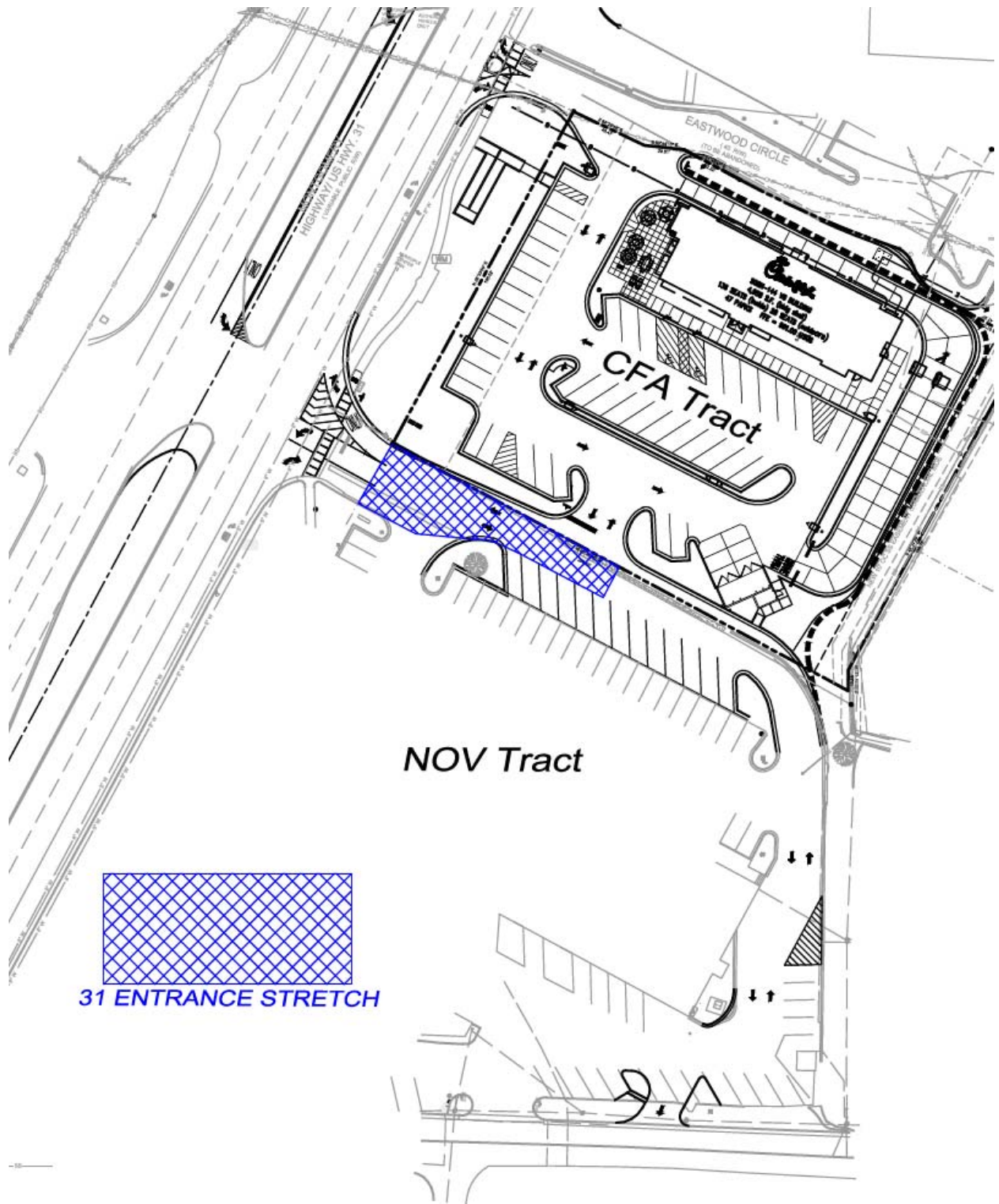
List of Work Plans

1. Site Plan, Job No. 13-016, Sheet C-2.0, prepared by Todd M. Rogers, Greyden Engineering & Planning dated July 21, 2015.
2. Grading and Drainage Plan, Job No. 13-016, Sheet,C-3.0, prepared by Todd M. Rogers, Greyden Engineering & Planning dated July 21, 2015.

EXHIBIT "E"

Depiction of 31 Entrance Stretch

[See attached page]

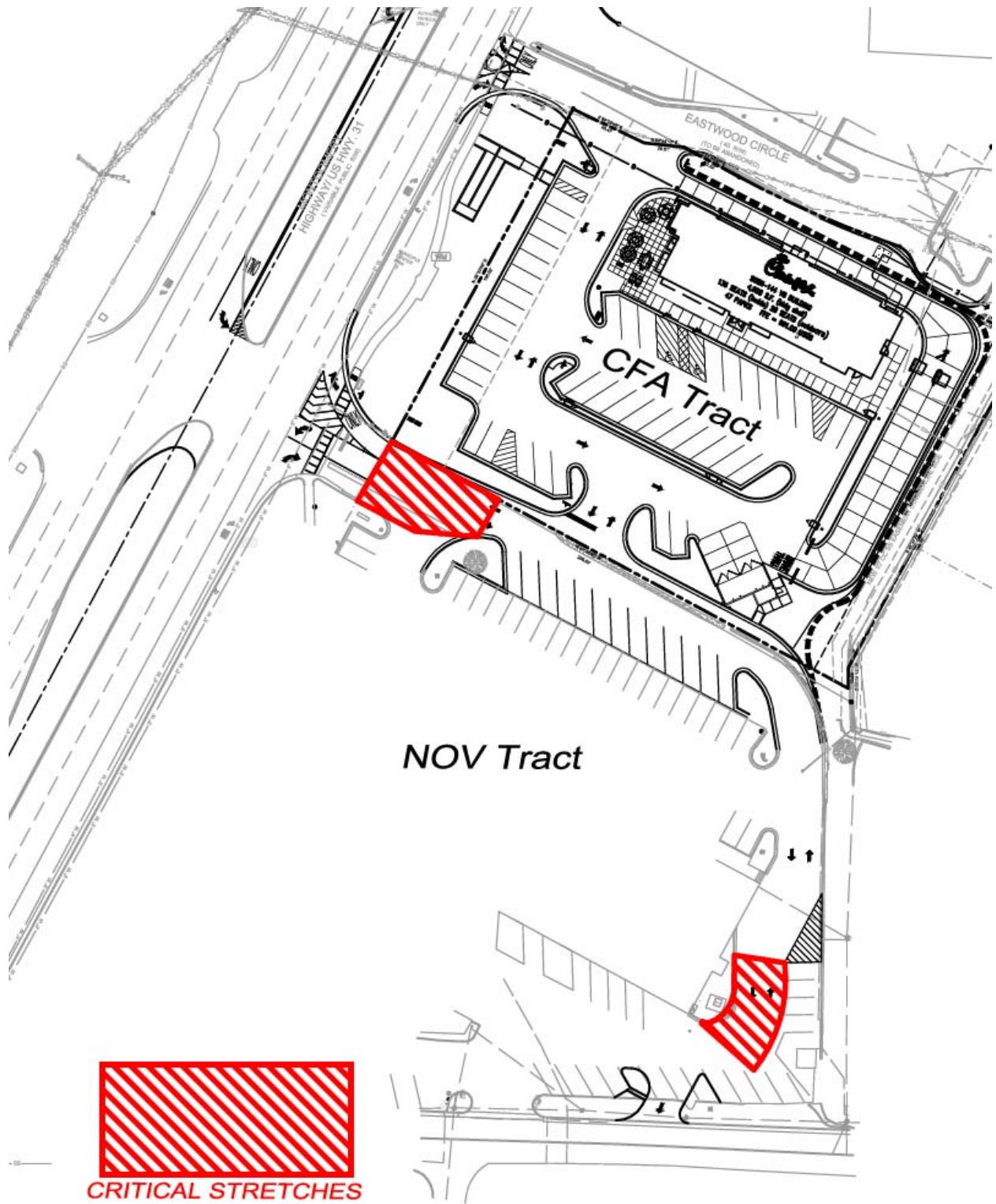


EXHIBIT

EXHIBIT "F"

Depiction of Critical Stretches

[See attached page]



EXHIBIT

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT is entered into by SERVISFIRST BANK, an Alabama banking corporation ("Lender"), as the holder of: (i) Accommodation Mortgage dated August 25, 2010, from New Owners, Vestavia, LLC, an Alabama limited liability company ("Mortgagor") to Lender, in the original principal amount of \$3,000,000.00, filed for record August 26, 2010, recorded in Book LR201007, Page 8335, in the Probate Office of Jefferson County, Alabama; (ii) Accommodation Assignment of Rents and Leases dated August 25, 2010, from Mortgagor to Lender, filed for record August 26, 2010, recorded in Book LR201007, Page 8353, in the aforesaid records; (iii) UCC Financing Statement showing Mortgagor as Debtor and Lender as Secured Party, recorded in Book LR201007, Page 8358, in the aforesaid records, as extended by UCC Financing Statement – Continuation, recorded in Book LR201512, Page 13543, in the aforesaid records; and (iv) Accommodation Mortgage dated January 9, 2015, from Mortgagor to Lender, in the original principal amount of \$1,000,000.00, filed for record January 22, 2015, recorded in Book LR201510, Page 14132, in the aforesaid records (collectively, the "Security Documents"), which Security Documents encumber the property described as the NOV Tract in the Agreement Regarding Driveway Work and Easements, Covenants and Restrictions (the "Agreement"), to which this Consent and Subordination Agreement is attached. Lender consents to the execution and delivery of the Agreement and agrees that the Security Documents and the interests created in its favor pursuant to the Security Documents are and will be subordinate to the rights, easements, terms and provisions created under the Agreement.

Lender has executed this Consent and Subordination Agreement by its duly authorized representative as of the ____ day of _____, 2015.

SERVISFIRST BANK,
an Alabama banking corporation

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public for the aforesaid jurisdiction, do hereby certify that _____, the _____ of ServisFirst Bank, personally appeared before me this day, and being by me duly sworn, says that she/he executed the foregoing and annexed instrument for and on behalf of said corporation.

Witness my hand and official seal, this ____ day of _____, 2015.

(Official Seal)

Notary Public

My commission expires: _____

ORDINANCE NUMBER 2603

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL
FOR A HOME OCCUPATION AT 3794 POE DRIVE**

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, Jon Hinds is the owner of the property located at 3794 Poe Drive zoned Vestavia Hills R-4 (residential district) more particularly described as S ½ of Lot 4 and all of Lot 3, Block 3, Glass 3rd Add to New Merkle; and

WHEREAS, Jon Hinds is also the owner of On-Guard Security, which has operated at said location as a home office; however, Mr. Hinds has presented an application for Conditional Use Approval for the purpose of a home occupation with one (1) full time employee and two (2) “drop in” employees who do not reside on the property pursuant to Section 7.1 of the Vestavia Hills Zoning Code entitled “Home Occupation”; and

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

1. Conditional Use approval is hereby granted for automotive sales for a home occupation with one (1) full time employee and two (2) “drop in” employees who do not reside on the property pursuant to Section 7.1 of the Vestavia Hills Zoning Code entitled “Home Occupation”; and
2. Business hours will be M-F; 8 AM to 5 PM; and
3. Home must remain residential in appearance and functionality; and
4. Owner must remain a resident of the home; and
5. No signage for the business will be permitted; and
6. Said Conditional Use shall expire if the business continues to grow and an additional employee is hired; and
7. No customers will visit the home at any time; and
8. City Engineer will review and approve any requested additional improvements to the lot and/or improved parking on said lot; and

9. Said conditional use shall continue in perpetuity pursuant to the Zoning Code until such time as use ceases to exist on said property for a period of one year;
or
10. This Ordinance Number 2603 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and

DONE, ORDERED, ADOPTED and APPROVED this the 12th day of October, 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 # 2603 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 12th day of October, 2015 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

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 is 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: Jon Hinds

ADDRESS: 3794 Poe Dr.
Vestavia, AL 35223

MAILING ADDRESS (if different from above) _____

PHONE NUMBER: Home 222-7233 Office 298-8131

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

2015 MAY 15 P 3:01

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section _____ of the Vestavia Hills Zoning Code.

Current Zoning of Property: _____

Requested Conditional use For the intended purpose of: Home Occupation
w/ one employee

(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.)

3794 Joe Drive

Parcel ID# 28-15-1-012-006.000

Property size: 90 feet X 120 feet. Acres: _____

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.

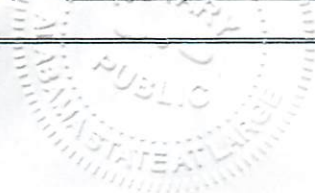
Jon Smith
Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal
this 15 day of May, 2015.

Kay Russon
Notary Public

My commission expires _____
day of _____, 20____.
My Commission Expires
November 18, 2016



Conrad Garrison

From: Jon Hinds <jhinds@onguard-inc.com>
Sent: Tuesday, May 19, 2015 9:34 AM
To: Conrad Garrison
Subject: FW: Condition use 3794 Poe Dr.

Mr. Garrison,

Conditional use for home office application:

Concerning a description of business activity at my home residence 3794 Poe Dr. in Cahaba Heights.

I own an Alarm installation & servicing company. I started this company in 2000, we do not receive customers, I go out to their houses to evaluate and quote jobs.

I have 5 employees, myself, my wife and one assistant work in the office, they answer phones, schedule appointments, process paperwork and take care of billing for over one thousand customers. I understand that if I higher another person to work in the office that I will have to move my employees to another location.

I have three technicians, one drives his own van and calls in all his service work rarely coming by the office. One drives a company van but takes it home. He comes in every morning to pick up paper work. The third drives his car to the office and takes out a company SUV.

We make little to no traffic outside of 3 people coming to work in the morning at 8. Our hours are 8am to 5pm Monday through Friday.

More because of having a large family then employees we have a lot of parking. We can easy park two cars in the front and 4 in the back. At night we have 4 cars all in the back and one in the front. During the day if I am home we have 3 cars, two in the back and one in the front.

The house defiantly looks residential and we are not wanting to advertize or make the house look like it has a business in it. Across the street is zoned for mixed use and commercial. On our south side of the property we are adjacent to a dental office. I believe the current buffering around my property should be sufficient but may be reviewed by the board.

We made substantial improvements to our house since I bought it fresh out of the Air Force in 1991.

At this point in my business it would bring upon my family a substantial financial hardship if we had to pay rent.

Conrad, if there is any more information you need please let me know.

Sincerely,

Jon Hinds
Security Specialist

Ph :205-298-8131
Cell: 205-222-7233



www.onguardsecurity.net

This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited

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

Date: JUNE 11, 2015

- **CASE:** P-0515-22
- **REQUESTED ACTION:** Conditional Use Approval For a Home Occupation With One Employee
- **ADDRESS/LOCATION:** 3794 Poe Dr.
- **APPLICANT/OWNER:** Jon Hinds. 3794 Poe Dr. Vestavia Hills, AL 35223
- **GENERAL DISCUSSION:** The applicant has been operating an alarm installation company since 2000 at his home address. The company employs 5 people. Two of the 5 (including his wife) work in the home, doing scheduling, billing, etc. Three technicians visit the house every morning to pick up paperwork, however, only 1 company SUV is parked overnight at the residence. The applicant contends they have adequate parking and the home remains residential in nature since he still lives there. The applicant also agrees that if he were to add an additional employee he would move the business out of the house. No customers or clients visit the house and there is not signage.

The parcel is zoned Vestavia Hills R-4. The parcel to the south is zoned commercial in Mountain Brook and the parcel across the street is zoned Vestavia Hills B-2. Staff has received no complaints about the business since its inception. See attached for a more detailed description and site plan from applicant.

- **CAHABA HEIGHTS COMMUNITY PLAN:** This Future Land Use Plan in the Community Plan calls for this parcel to be medium density residential, however, since this is only a Conditional Use request the underlying land use will remain the same.
- **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: I recommend that if the Commission recommends approval the following conditions are requested:

- a) Business hours will be M-F, 8 AM-5 PM;

- b) Home must remain residential in appearance and functionality;
- c) Owner must remain a resident in the house;
- d) No signage for the business will be permitted;
- e) Any additional employees will require the business to be moved to a different location;
- f) Approval is only valid for applicant and business;
- g) No customers will visit the home;
- h) City engineer to review and approve any additional improvements lot and/or parking.

2. **City Engineer Review:** I will review site plan and parking improvements.

3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request

4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Burrell made a motion to recommend approval of Conditional Use application for a Home Occupation with One Employee for the Property at 3794 Poe Dr. with the following conditions:

- a) Business hours will be M-F, 8 AM-5 PM;
- b) Home must remain residential in appearance and functionality;
- c) Owner must remain a resident in the house;
- d) No signage for the business will be permitted;
- e) Any additional employees will require the business to be moved to a different location;
- f) Approval is only valid for applicant and business;
- g) No customers will visit the home;
- h) City engineer to review and approve any additional improvements lot and/or parking.

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

Mr. Goodwin – no	Mr. Burrell – no
Mr. Gilchrist – yes	Mr. Sharp – yes
Mr. Wolfe – yes	Mr. House – no
Mr. Larson – yes	Motion failed.

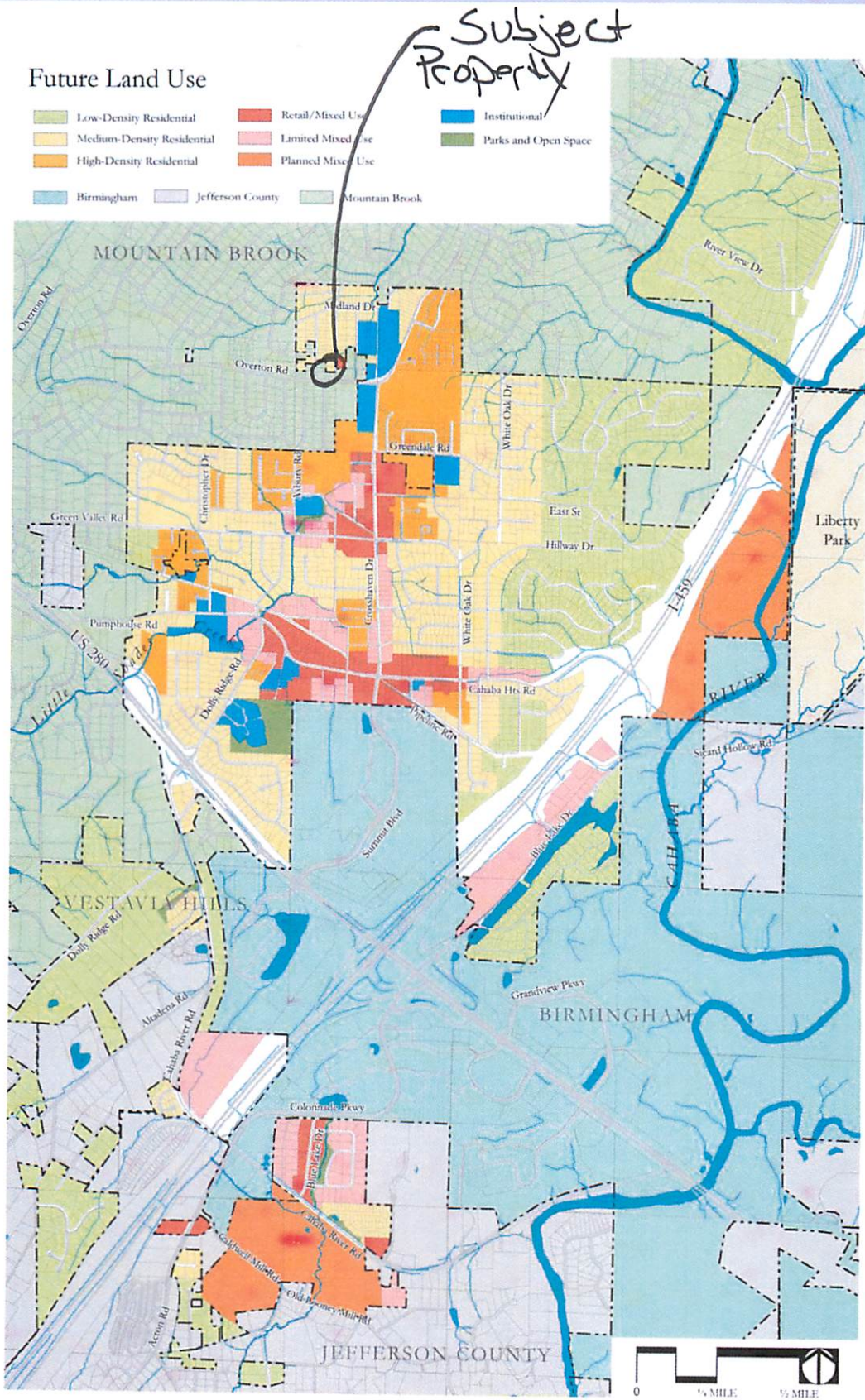


Figure 4: Future Land Use Map

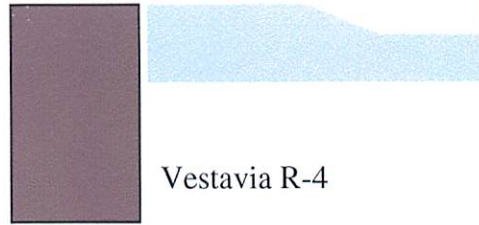
P0515-22//28-15-1-12-6

3794 Poe Drive

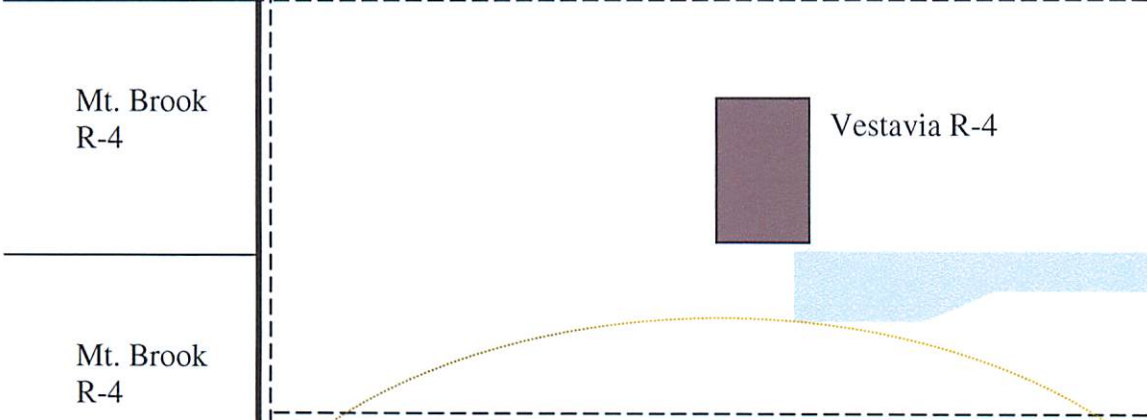
Conditional Use

Jon Hinds

R-4



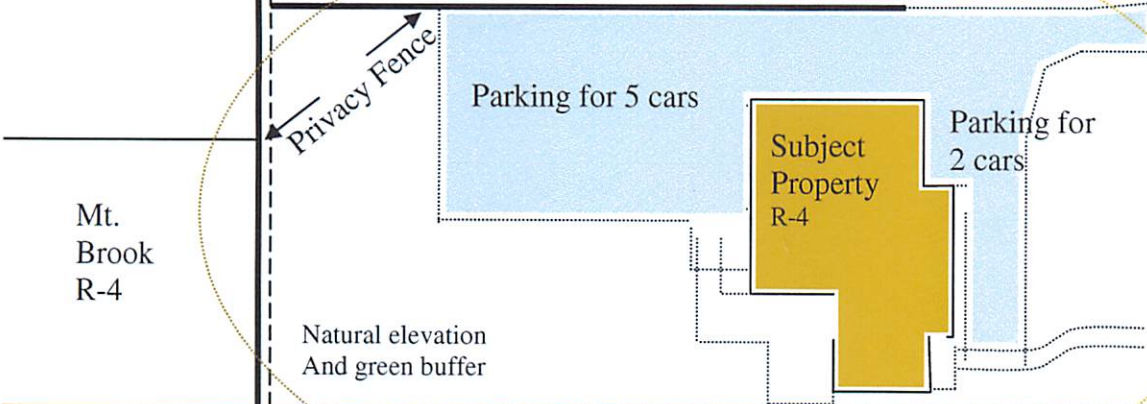
Vestavia R-4



Mt. Brook R-4

Vestavia R-4

Mt. Brook R-4



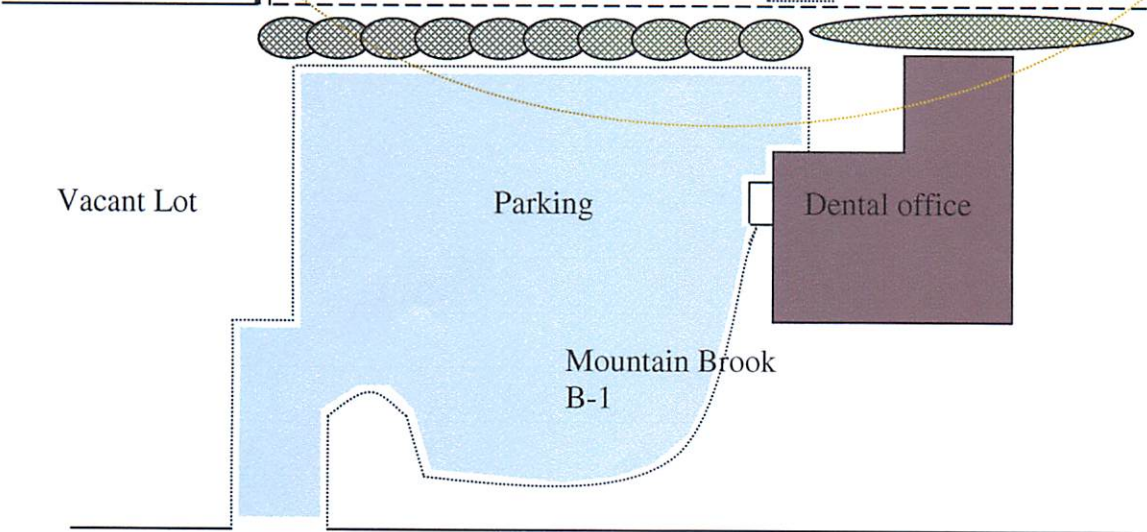
Privacy Fence

Parking for 5 cars

Subject Property R-4

Parking for 2 cars

Natural elevation And green buffer



Vacant Lot

Parking

Dental office

Mountain Brook B-1

Vestavia B2

Dry Cleaners Deliveries Dumpster

Overton Village Mt. Brook B-2

Overton Village Parking

Poe Dr.

Overton Rd.

ORDINANCE NUMBER 2604

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL
FOR A HOME OCCUPATION**

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, on February 19, 2001 the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 1864 to rezone 3,350 +/- acres from multiple Jefferson County and Vestavia Hills zoning classifications to Vestavia Hills P.U.D.; and

WHEREAS, Section 709.5.A.1.b of Ordinance Number 1838 classifies a “home occupation” permitted only as a “Conditional Use” and

WHEREAS, Peggy Vanek-Titus is the owner of the property located at 4191 Vestview Drive, currently zoned Vestavia Hills PUD PR-1 (planned unit development planned residential district) more particularly described as Lot 65, Vestview Village (MB 181 MP 97); and

WHEREAS, Peggy Vanek-Titus has submitted application for conditional use approval for a home occupation to be operated in her residence located at 4191 Vestview Drive, Vestavia Hills, Alabama located in the Liberty Park P.U.D.; and

WHEREAS, Peggy Vanek-Titus has indicated in her application for conditional use approval that she will operate an office for her pet sitting business out of her home pursuant to the specifications of a home occupation; and

WHEREAS, a copy of said application dated July 24, 2015 is attached and hereby incorporated into this Ordinance Number 2604.

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

1. Conditional Use Approval is hereby approved for Peggy Vanek-Titus for a home occupation as described in the above-referenced application for her residence located at 4191 Vestview Drive, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the provisions outlined in Article 9 of the Vestavia Hills Zoning Code outlined as follows:
 - a. “Home occupation is defined as any use customarily conducted entirely within a dwelling and carried on solely by the inhabitant thereof, and which use is clearly incidental, accessory, subordinate and secondary to the use of the dwelling for dwelling purposes, and does not change the character of the dwelling itself or any part of parcel of property in the neighborhood surrounding said dwelling; and
 - b. Home occupations shall be conducted only in the main dwelling building on the lot. No more than twenty-five percent (25%) of the said dwelling may be used for a home occupation; and
 - c. There shall be no public display of goods and absolutely no commodities sold on the premises; and
 - d. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation; and
 - e. No home occupation or profession shall be permitted if such occupation creates noise, odors, vibrations or traffic which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned; and

- f. In order to be a permitted home occupation or profession, the use must be one which is habitually, customarily and commonly established as a reasonable incidental, accessory, subordinate and secondary use; and
 - g. Operation of any and all other business of any nature in residential zones is expressly prohibited; and
 - h. The activity carried on as home occupation shall be limited to the hours between 7:00 AM and 10:00 PM; and
 - i. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle and no additional traffic shall be generated by said conditional use; and
 - j. No persons other than members of the family residing on the premises shall be employed by the home occupation; and
- 2. Conditional Use Approval is further conditioned upon and subject to all applicable private and restrictive covenants attached to the property located at said property located in the Liberty Park P.U.D.
 - 3. A City of Vestavia Hills Business License shall be issued upon application and payment by Peggy Vanek-Titus working subject to the rules and regulations outlined in the Vestavia Hills Business License Code and shall be renewed each year that the home occupation is operated from the location at said property located in the Liberty Park P.U.D.
 - 4. At any time should Peggy Vanek-Titus vacate the premises located at 4191 Vestview Drive, Vestavia Hills, Alabama, discontinue or relocate this

business, this conditional use approval shall be nullified and said Ordinance Number 2604 shall be automatically repealed.

5. This Ordinance Number 2604 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and

DONE, ORDERED, ADOPTED and APPROVED this the 12th day of October, 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 # 2604 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 12th day of October, 2015 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia 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 2605

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-1 TO VESTAVIA HILLS B-1.2.

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 Vestavia Hills R-1 (low density residential district) to Vestavia Hills B-1.2 (planned business district):

3127 Blue Lake Drive and 4565 Pine Tree Circle
Lot 10-A, Acton's Resurvey of Lot 8 thru 10 and
Lots 11 & 12, Topfield Subdivision
Beth A. Holsenback, Kenneth Andrews and Pine Tree Partners, LLC, Owners

APPROVED and ADOPTED this the 12th day of October, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

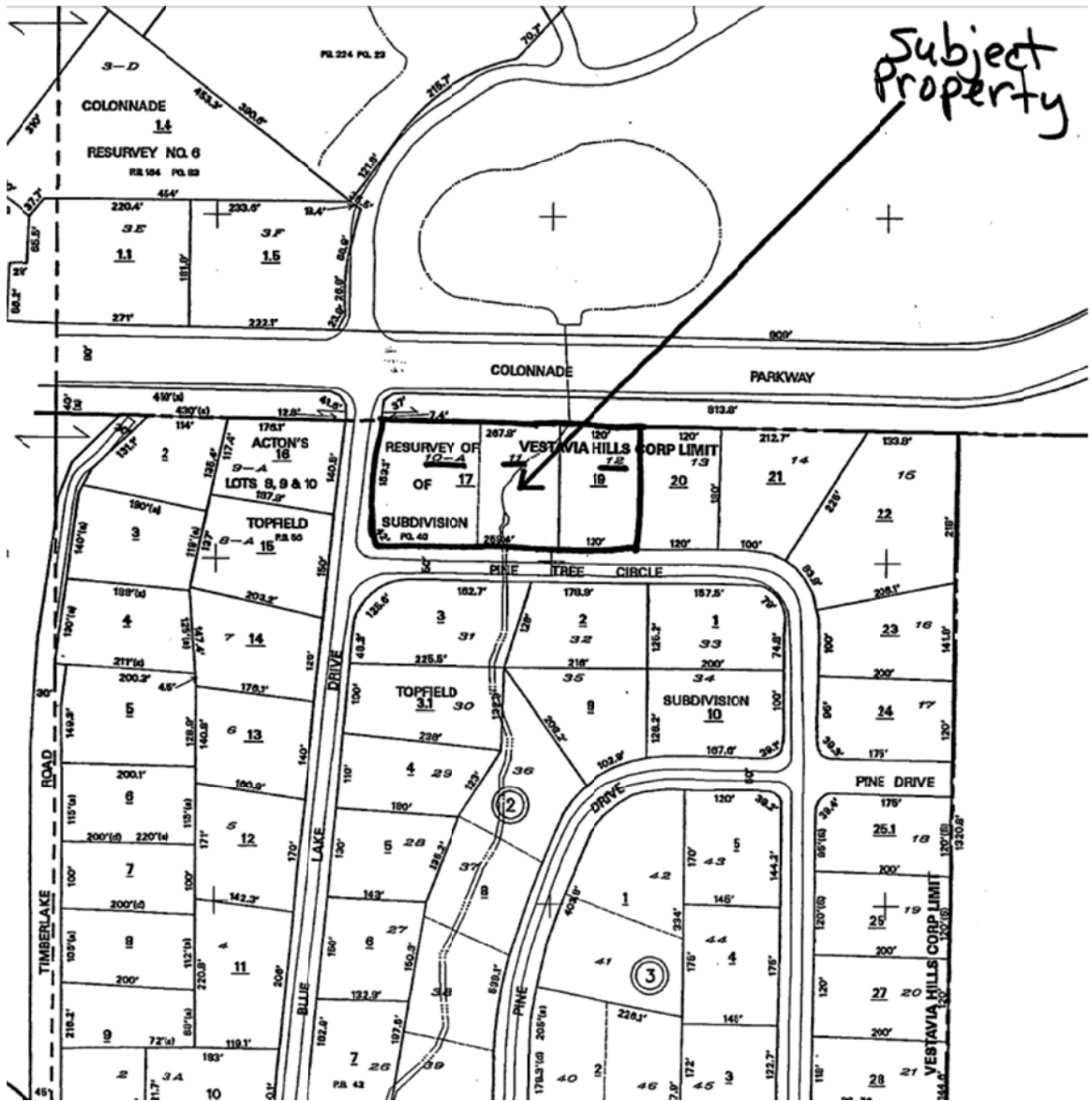
Rebecca Leavings
City Clerk

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 # 2605 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 12th day of October, 2015 as same appears in the official records of said City.

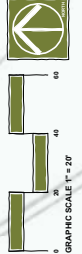
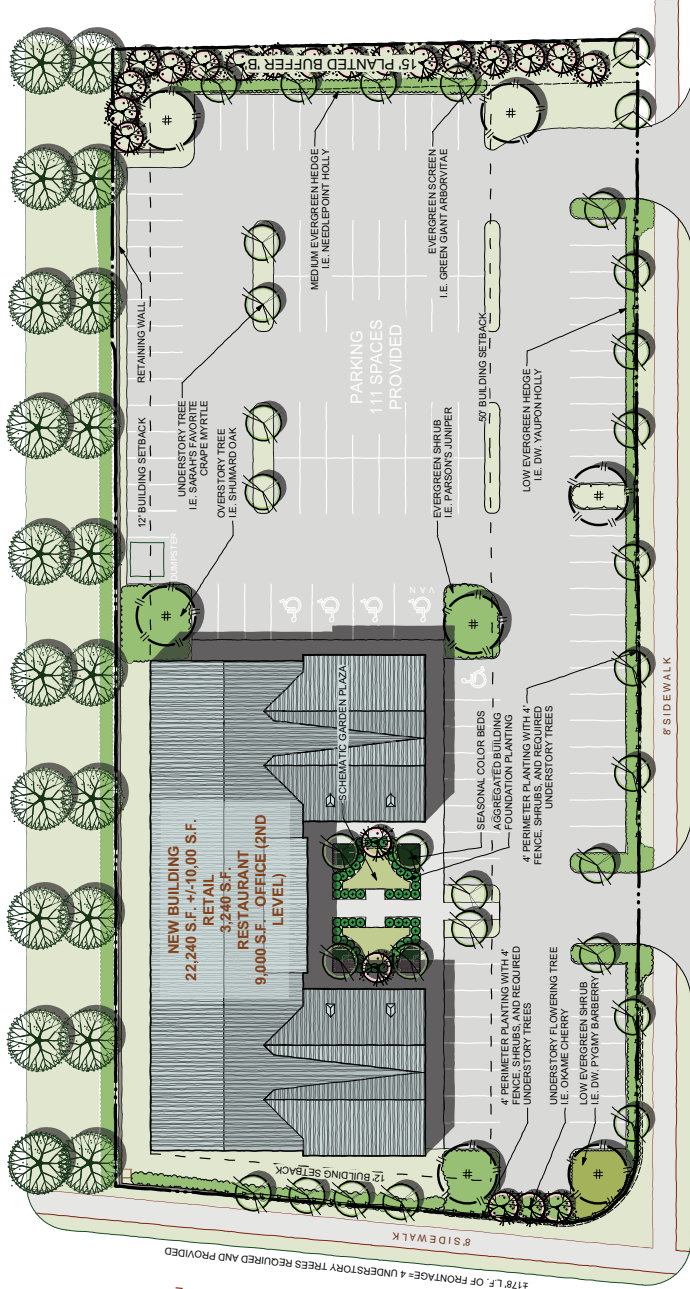
Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2015.

Rebecca Leavings
City Clerk



SCHEMATIC DEVELOPMENT TABLE:
INTERIOR PARKING REQUIREMENTS:
 PROVIDED PARKING: 111 SPACES, REQUIRED INTERIOR LANDSCAPE AREA 2,220 S.F.
 PROVIDED INTERIOR LANDSCAPE AREA, 3,025 S.F.
 ALL PARKING SPACES ARE WITHIN 60' OF UNDERSTORY TREE AND OR .87 OF AN OVER-
 STORY TREE
BUILDING PERIMETER PLANTING REQUIREMENTS:
 18 SHRUBS REQUIRED AND PROVIDED, 17 UNDERSTORY TREES REQUIRED
 AND PROVIDED

C O L O N N A D E P A R K W A Y

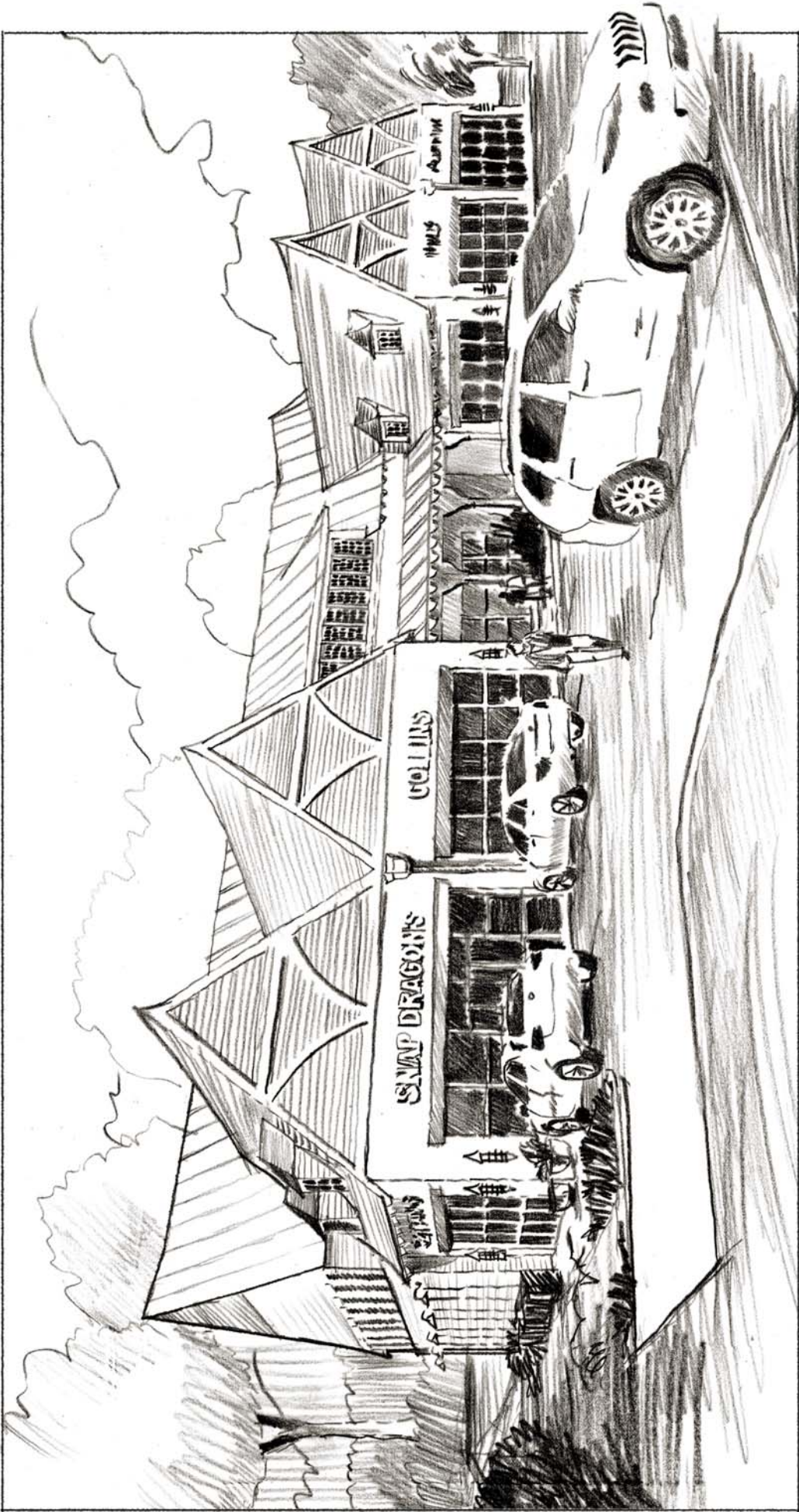


SCHEMATIC LANDSCAPE PLAN

MIXED USE DEVELOPMENT





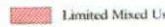
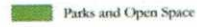





3127 BLUE LAKE DRIVE
 VESTAVIA HILLS, ALABAMA

PREPARED FOR SHANNON WALTCHACK REAL ESTATE AUGUST 18, 2015



BLUE LAKE DRIVE
CONCEPT SKETCH

Future Land Use

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

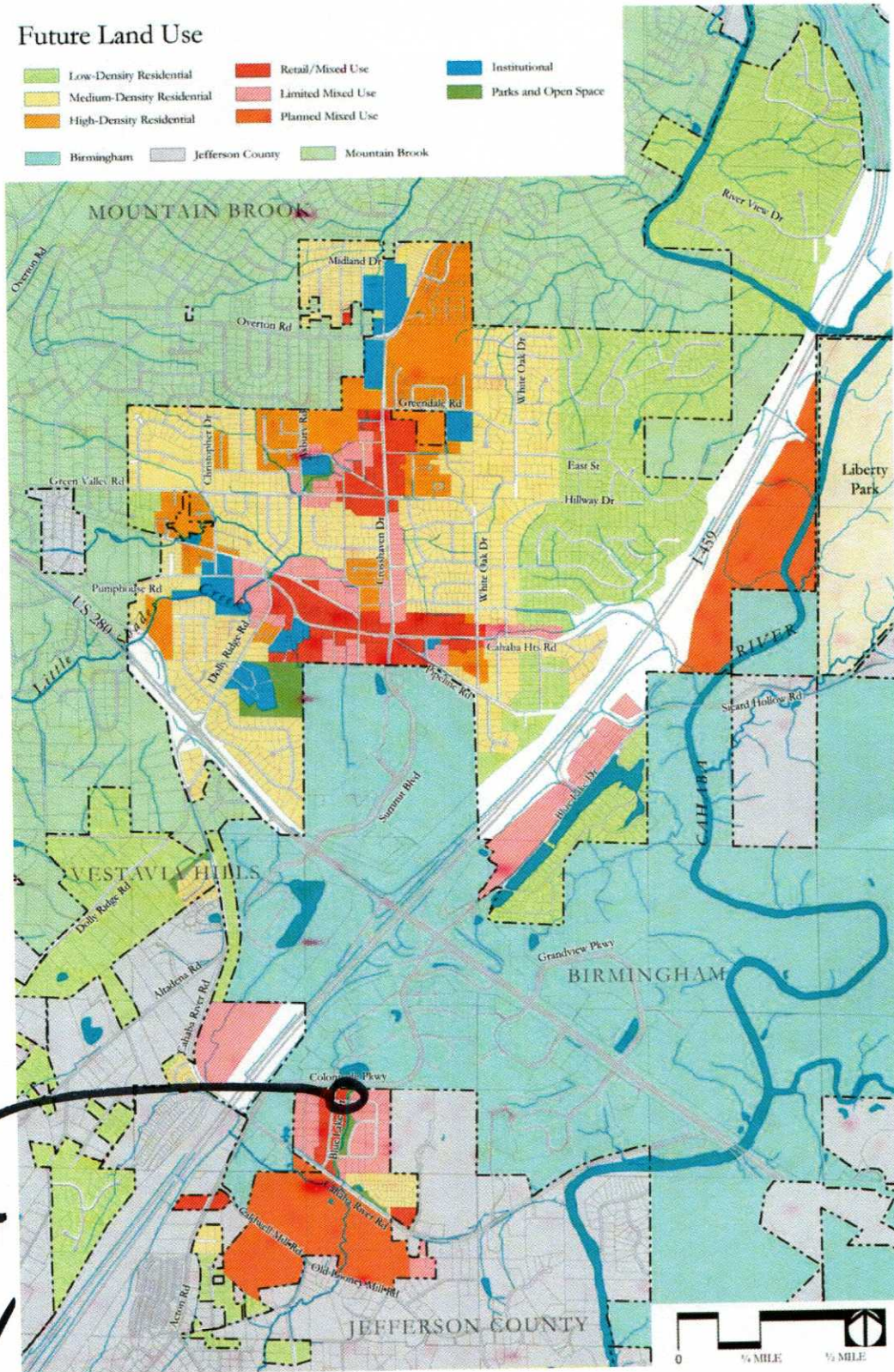


Figure 4: Future Land Use Map

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

Date: SEPTEMBER 10, 2015

- **CASE:** P-0715-36
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-1 Vestavia Hills B-1.2
- **ADDRESS/LOCATION:** 3127 Blue Lake Dr., 4565 Pine Tree Cir.
- **APPLICANT/OWNER:** Pine Tree Partners
- **REPRESENTING AGENT:** Len Shannon
- **GENERAL DISCUSSION:** Property is on Blue Lake Dr. and on the corner of Colonnade Parkway and Pine Tree Cir. Applicant is seeking rezoning to build a retail/restaurant/office building. The building would be 22,240 sq. ft. and 2 stories. The building would have 12' setback along Blue Lake Dr., 12' along Colonnade Pkwy., 50' along Pine Tree Cir., and 15' on the east side of the property. A proposed site plan and landscaping plan is enclosed. A creek runs through the east portion of the property is proposed to be piped.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for retail/mixed use. Additionally, the property directly to the south at 3125 Blue Lake Dr. is already zoned O-1
- **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:** Approval needed on creek and drainage.
 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. Visintainer made a motion to recommend approval of 3127 Blue Lake Dr., 4565 Pine Tree Cir. from Rezoning Vestavia Hills R-1 Vestavia Hills B-1.2. Second was by Mr. Goodwin. 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.

ORDINANCE NUMBER 2606

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-4 TO VESTAVIA HILLS B-1

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-4 (medium density residential district) to Vestavia Hills B-1 (neighborhood business district):

4209 Autumn Lane
Brent Martina and Tim Coker

More particularly described as:

Legal Description, Parcel 1:A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows: Commence at the Southeast corner of said quarter-quarter Section and run in a Westerly direction along the South line thereof for a distance of 375.04 feet to a found 2" pipe; thence continue along the last described course for a distance of 115.91 feet to a found 1" pipe at the end of an asphalt drive know as Autumn Lane; thence leaving said South line turn an interior angle to the left of 90 degrees 26 minutes 50 seconds and run in a Northerly direction along the centerline of said Autumn Lane for a distance of 318.26 feet to the POINT OF BEGINNING of the parcel herein described, said point being the Southwest corner of that property described in deed book 1184, page 374 recorded in the Office of the Judge of Probate, Jefferson County, Alabama; thence continue along the last described course for a distance of 166.27 feet to a set nail in the centerline of said Autumn Lane, said point being on the Southern-most right of way Cahaba Heights Road (right of way varies), and being the Northwest corner of the property described in said deed book 1184, page 374; thence turn an interior angle to the left of 82 degrees 32 minutes 00 seconds and run in an Easterly direction along said right of way for a distance of 102.88 feet to a set 5/8 inch capped rebar stamped CA-560LS marking the Northeast corner of the property

described in said deed book 1184, page 374; thence leaving said right of way turn an interior angle to the left of 99 degrees 00 minutes 18seconds and run in a Southerly direction for a distance of 8.66 feet to a found 2 inch pipe; thence continue along the last described course for a distance of 145.25 feet to a found capped rebar stamped (JAM) marking the Southeast corner of the property described in said deed book 1184, page 374; thence turn an interior angle to the left of 87 degrees 56 minutes 47seconds and run in a Westerly direction for a distance of 106.14 feet to the POINT OF BEGINNING. Said parcel contains 16,643 square feet or 0.38 acres more or less.

BE IT FURTHER ORDAINED that said rezoning is conditioned upon the use of the property being limited to office use only.

APPROVED and ADOPTED this the 12th day of October, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

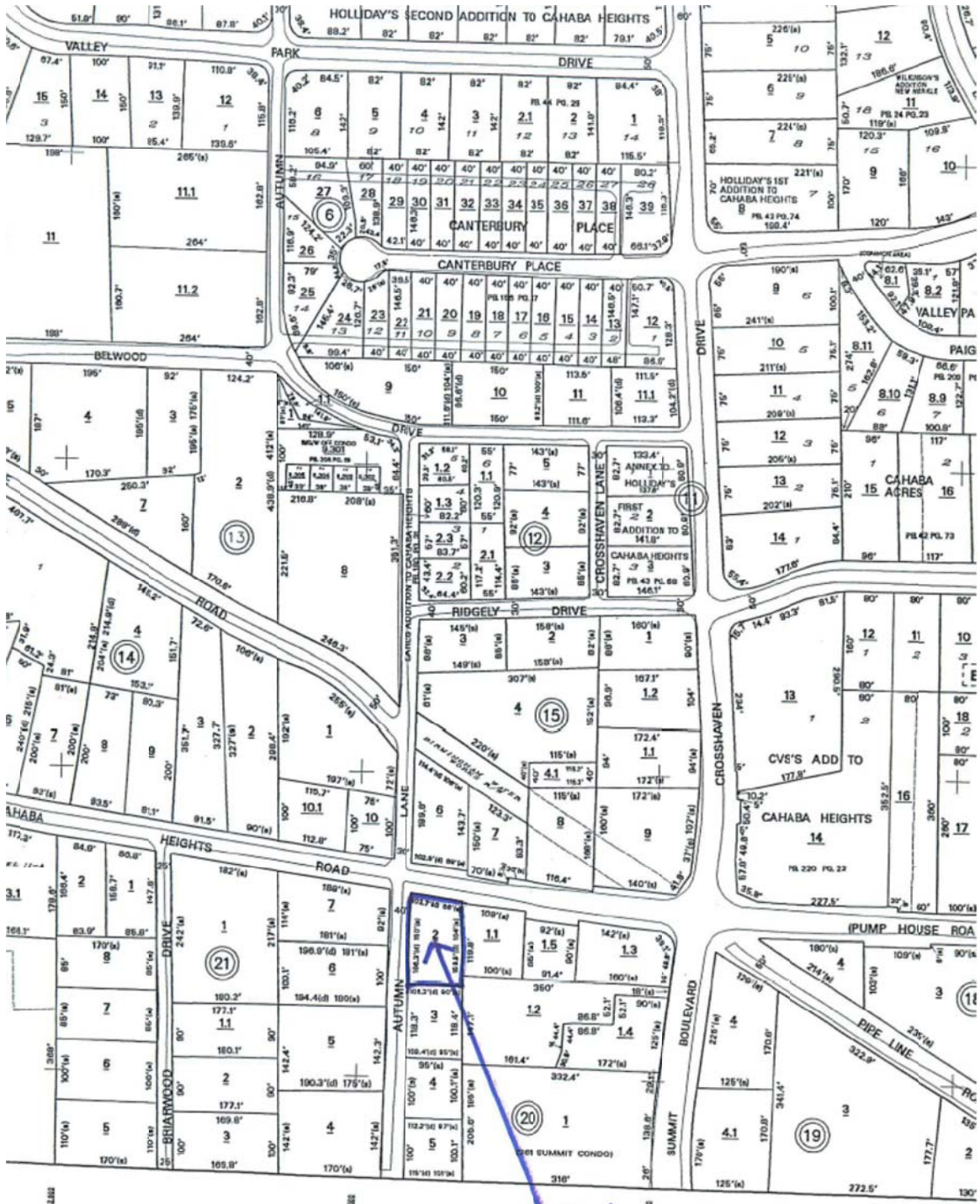
Rebecca Leavings
City Clerk

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 # 2606 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 12th day of October, 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



Subject
Property

ONLY - NOT TO BE USED FOR CONVEYANCE

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

Date: September 10, 2015

- **CASE:** P-0915-50
- **REQUESTED ACTION:** Request of Rezoning of property from Vestavia Hills R-4 (single-family residential) to VH B-1 (neighborhood business) for office use
- **ADDRESS/LOCATION:** 4209 Autumn Ln
- **APPLICANT/OWNER:** Timothy J. Coker & Brent Martina
- **REPRESENTING AGENT:** John Whitson
- **GENERAL DISCUSSION:** Property is located on the corner of Autumn Ln. and Cahaba Heights Rd. Request is to rezone to B-1 for office use. Applicant intends to convert and update home on site to meet building code and ADA requirements. A proposed site plan is included depicting ingress/egress, parking, and landscaping. The building, parking, and landscaping meet the minimum requirements fo a B-1 zone. Lots to the east are zoned B-3 and the lot to the south is zoned R-4.
- **CAHABA HEIGHTS COMMUNITY PLAN:** This property is located in Figure 19 of the Comprehensive Master Plan in an area designated as Retail/Mixed Use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning. Several new properties have built to the same setbacks citing various “hardships”. This property has no unnecessary hardship and was referred instead to seek zoning change rather than variance for building.

City Planner Recommendation: No Recommendation.
 2. **City Engineer Review:** I have reviewed the application and request that the applicant provide grading and drainage plans to City Engineer for review and approval prior to permitting for construction.

3. **City Fire Marshal Review:** I have reviewed the application and found no problems as proposed.
4. **Building Safety Review:** I have reviewed the application and found no problems with development as proposed.

MOTION Mr. Visintainer made a motion to recommend rezoning approval of 4209 Autumn Ln from Vestavia Hills R-4 to VH B-1 with the following condition:

1. Rezoning limited to office use only.

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.

Future Land Use

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

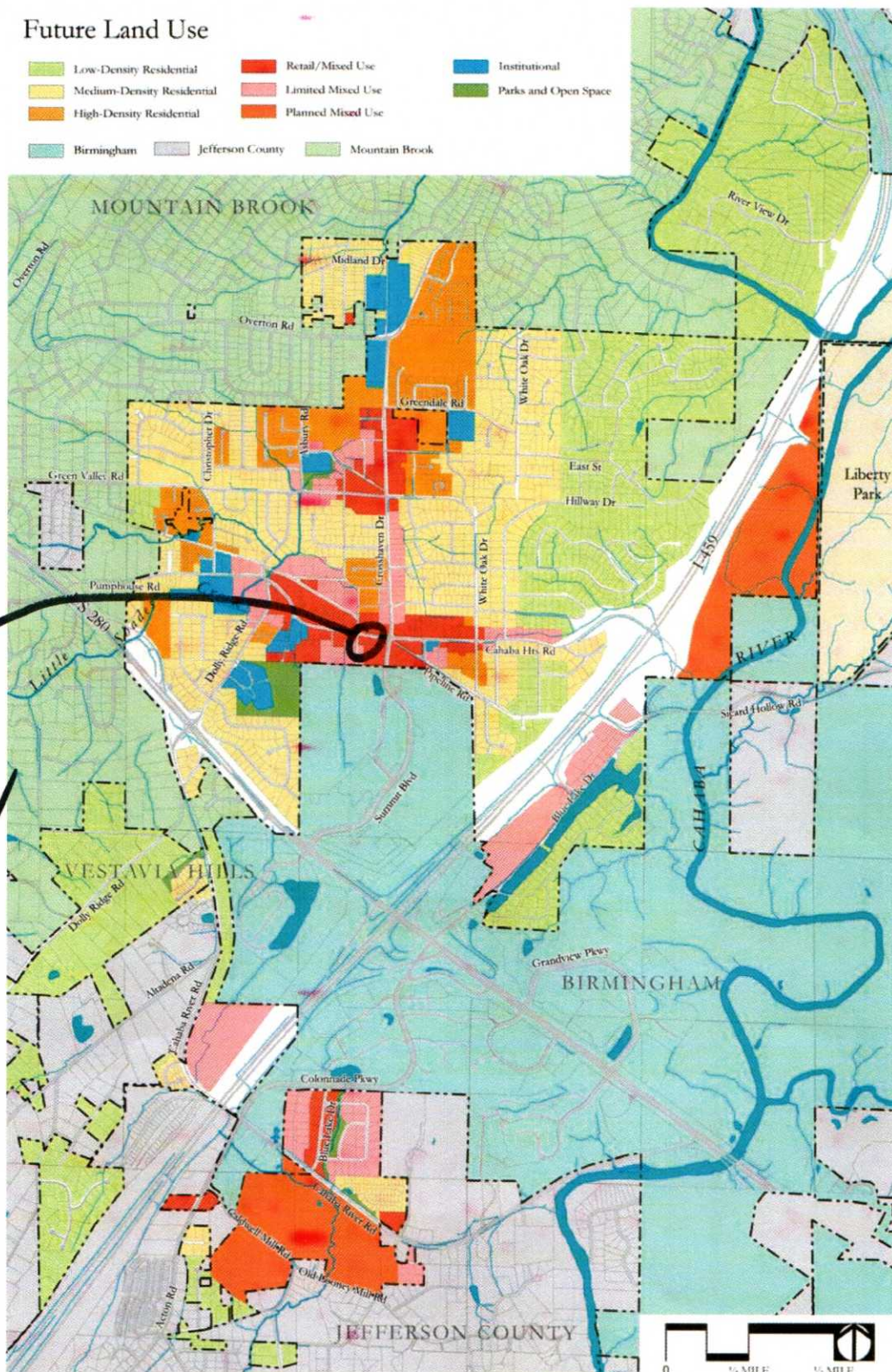
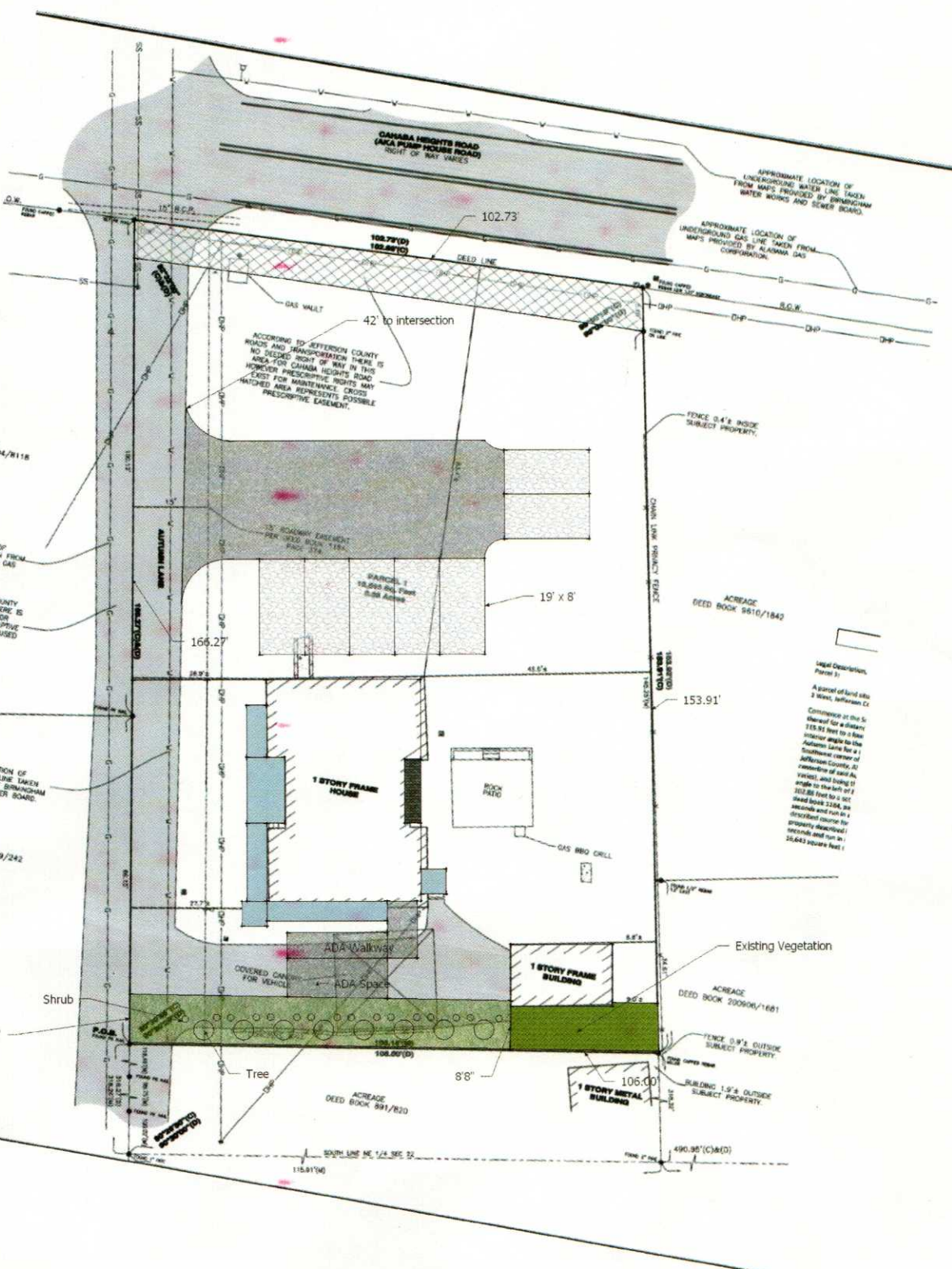
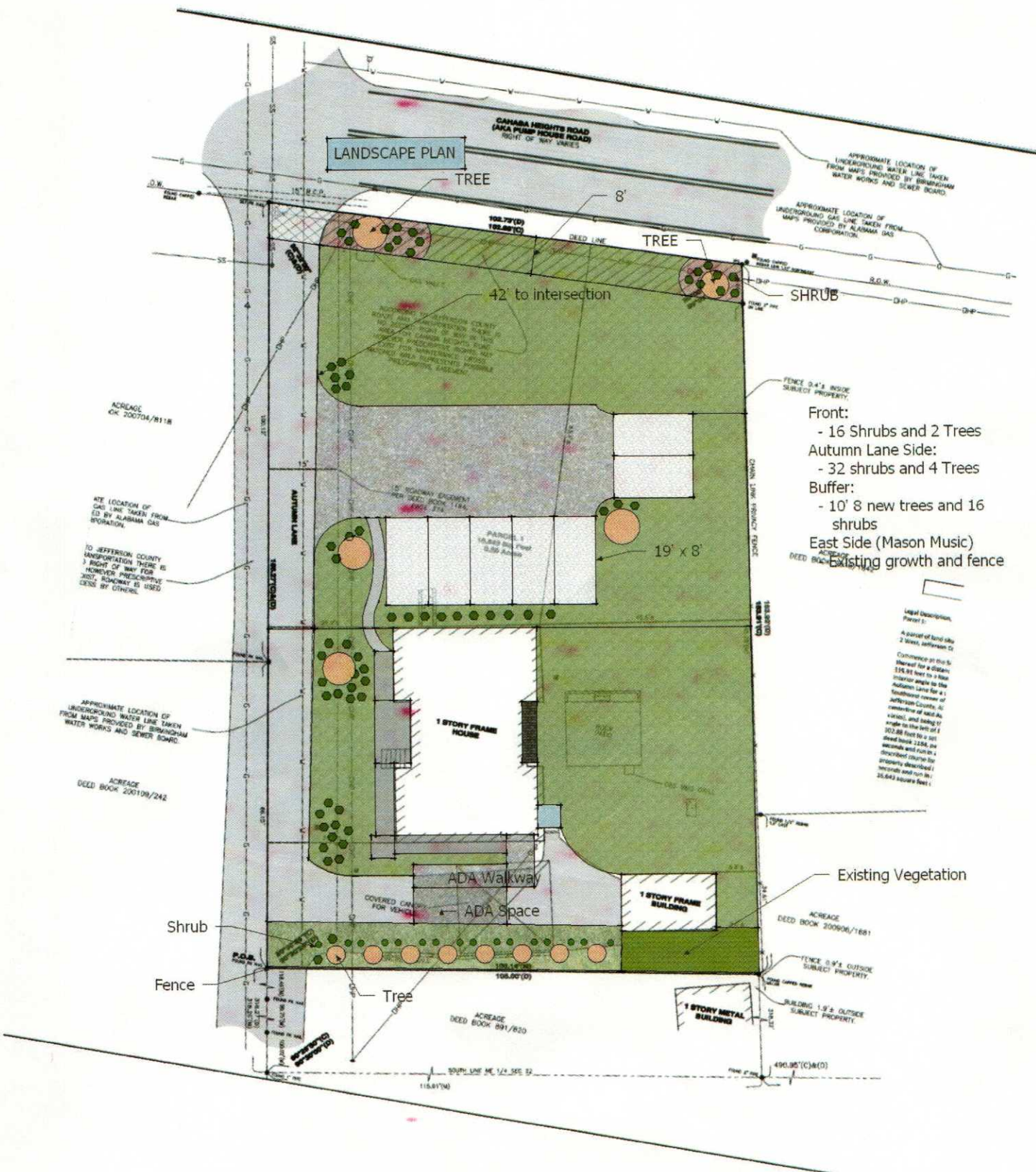


Figure 4: Future Land Use Map





- Front:
- 16 Shrubs and 2 Trees
- Autumn Lane Side:
- 32 shrubs and 4 Trees
- Buffer:
- 10' 8" new trees and 16 shrubs
- East Side (Mason Music)
- Existing growth and fence

Legal Description, Parcel 5:
 A parcel of land sity
 2 Waks, Anderson Cr
 Commence at the SE
 corner for a distance
 125.91 feet to a line
 known as the Autumn
 Lane for a 1/4
 section corner of
 Jefferson County, Ala.
 (herein), and being 1/4
 angle to the NW cor of
 102.88 feet to a corner
 of Deed Book 2254, the
 second and fourth 1/4
 sections described therein
 and from the
 intersection described
 herein and run in:
 35.643' bearing S 81° 1'

Existing Vegetation

Shrub

Fence

Tree

ACREAGE DEED BOOK 200606/1681

FENCE 0.4' OUTSIDE SUBJECT PROPERTY.

BUILDING 1.0' OUTSIDE SUBJECT PROPERTY.

ACREAGE DEED BOOK 891/820

SOUTH LINE NE 1/4 SEC 52

118.8170

490.95'(C)±(D)

118.8170

ORDINANCE NUMBER 2607

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

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

3117 and 3121 Blue Lake Drive
Lots 29 and 30, Topfield Subdivision
Slate Barganier Holdings, LLC and VGD on Blue Lake, LLC, Owners

BE IT FURTHER ORDAINED that said rezoning is conditioned upon the design of the office building to remain consistent with similar office designs within the Blue Lake area.

APPROVED and ADOPTED this the 12th day of October, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

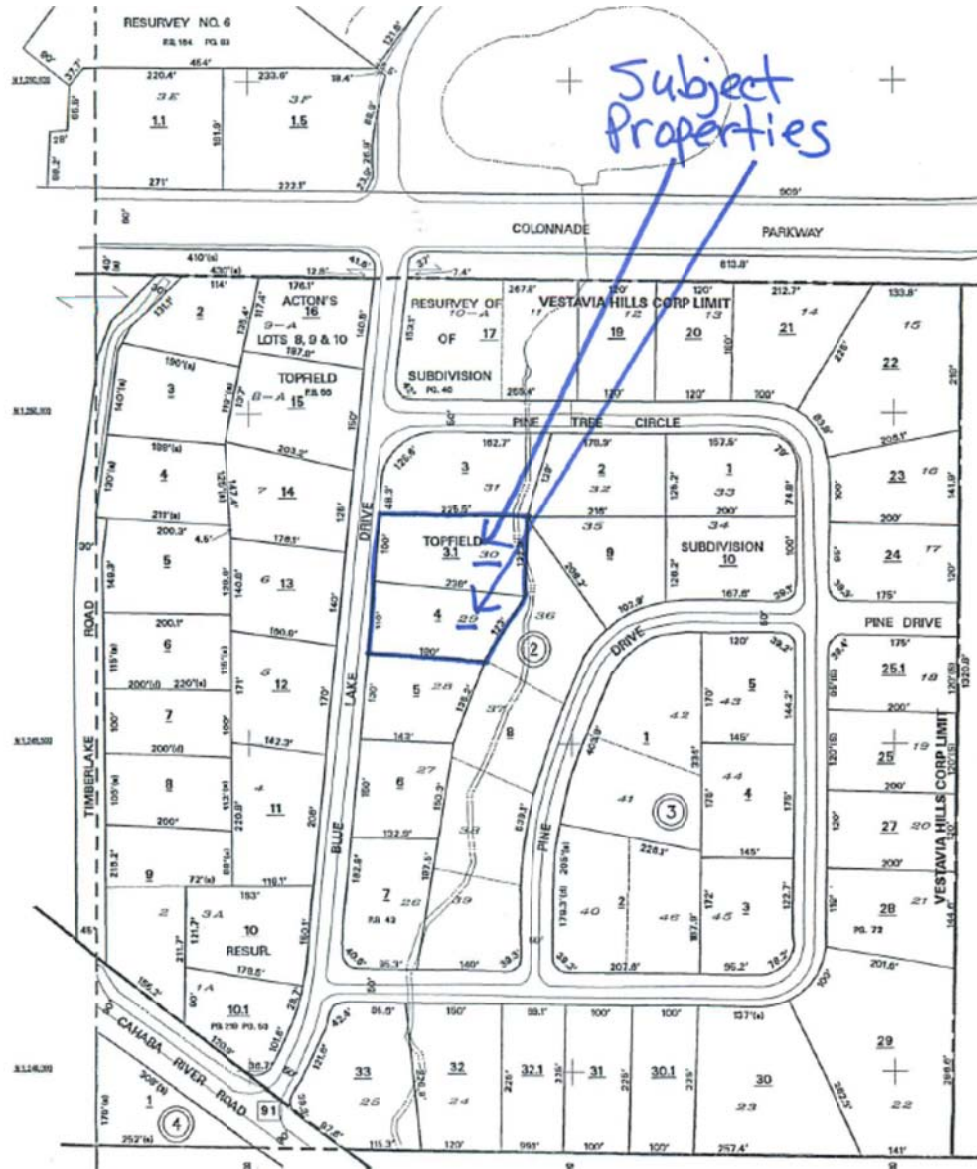
Rebecca Leavings
City Clerk

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 # 2607 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 12th day of October, 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: SEPTEMBER 10, 2015

- **CASE: P-0915-51**
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-1 Vestavia Hills O-1
- **ADDRESS/LOCATION:** 3117 & 3121 Blue Lake Dr.
- **APPLICANT/OWNER:** Slate Barganier Holdings, LLC & VGD on Blue Lake, LLC
- **REPRESENTING AGENT:** Brian Harris
- **GENERAL DISCUSSION:** Property is on Blue Lake Dr., and one lot away from Pine Tree Circle. Applicant is seeking rezoning to build two office buildings with a shared driveway. Each building would be two stories in height and be a minimum of 5,600 sq. ft. The building setbacks and buffering meet the minimum for an O-1 zoning. A preliminary landscape plan is attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for retail/mixed use. Additionally, the property directly to the north at 3125 Blue Lake Dr. is already zoned O-1
- **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:** Approval based on drainage and adherence to sidewalk masterplan.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Burrell made a motion to recommend rezoning approval of 3117 & 3121 Blue Lake Dr. from Vestavia Hills R-1 to VH O-1 with the following condition:

1. Building design to be consistent with similar office designs in the Blue Lake area.

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

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. Wolfe – yes

Mr. Visintainer – yes

Mr. Larson – yes

Mr. Burrell – yes




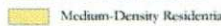







Mr. Sharp – yes

Mr. House – yes

Mr. Brooks – yes

Motion carried.

Future Land Use

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

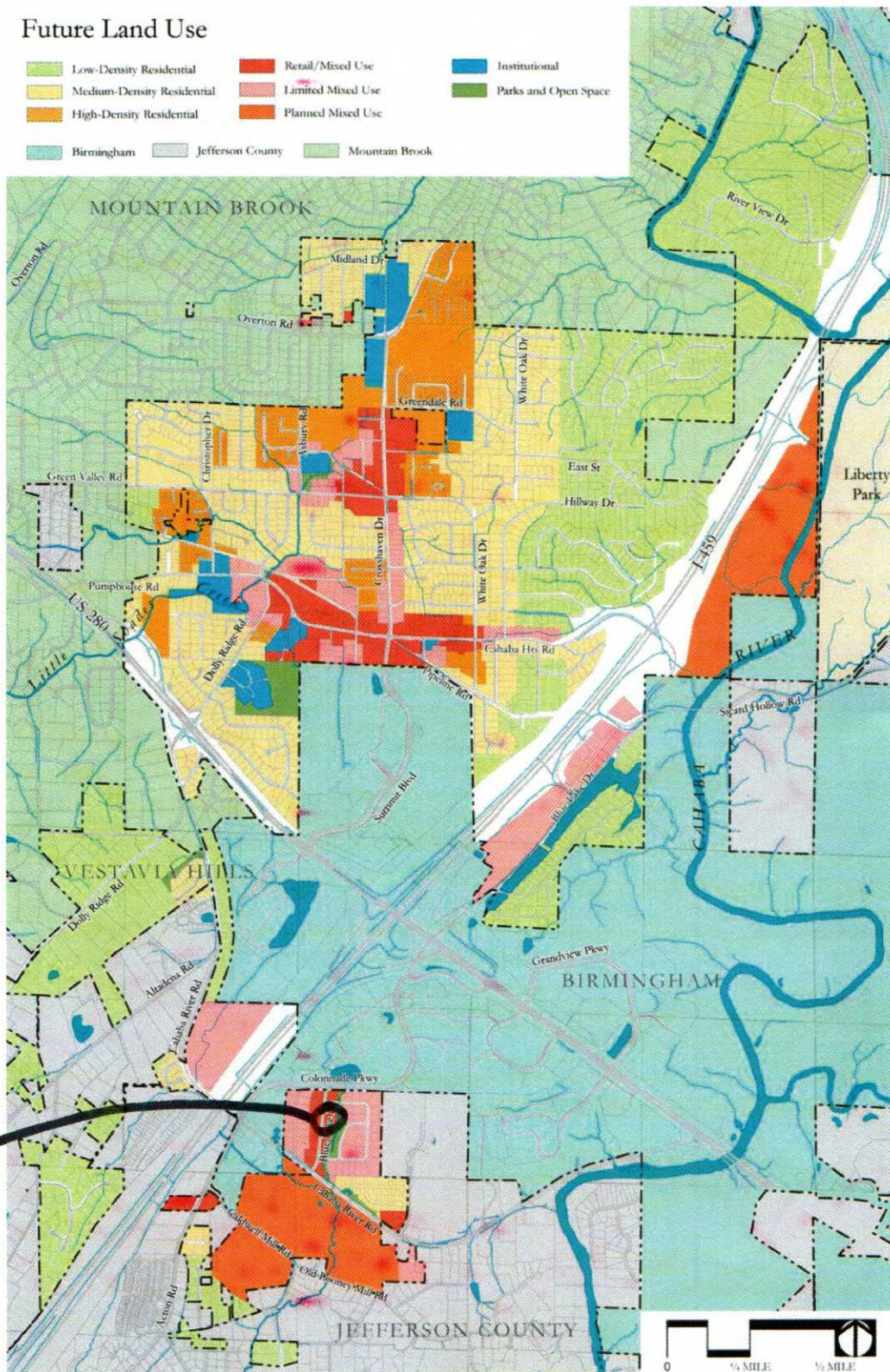


Figure 4: Future Land Use Map

