

**Vestavia Hills
City Council Agenda
January 9, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Brian Davis, Public Services Director
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – December 28, 2016 (Regular Meeting)

Old Business

9. Resolution Number 4912 - A Resolution Authorizing The City Manager To Execute And Deliver All Documents Necessary To Construct A Mile Of Single Track Trails In McCallum Park And To Accept A Quote For Said Construction (*public hearing*)
10. Resolution Number 4913 – A Resolution Accepting A Bid For The Willoughby Road Sidewalk Project And Authorizing The City Manager To Fund And Execute All Documents Necessary To Secure Said Construction (*public hearing*)

New Business

11. Resolution Number 4914 - A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills Alabama And Armstrong Development Group, LLC

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

12. Ordinance Number 2692 – Rezoning – 3104 Timberlake Road; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills B-1.2 (Neighborhood Mixed Use District); Andree Joyce Stoves, Owner (*public hearing*)
13. Citizen Comments
14. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

DECEMBER 28, 2016

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM. The Mayor called the meeting to order and the Deputy City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Paul Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Wendy Dickerson, Deputy City Clerk
Jason Hardin, Police Captain
Brian Gilham, Police Lieutenant
Jim St. John, Fire Chief
Terry Ray, Deputy Fire Chief
Conrad Garrison, City Planner
Lori Beth Kearley, Senior Civil Engineer
Melvin Turner, Finance Director
George Sawaya, Asst. City Treasurer

MEMBERS ABSENT:

Kimberly Cook, Councilor

Invocation was given by George Pierce, Councilor, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- None.

CITY MANAGER'S REPORT

- Mr. Downes stated that a couple of agenda items have been withdrawn:
 - Item number 10 pertains to the whiteway lighting along Highway 31. Brian Davis, Patrick Boone and he have worked diligently to get the contract in good form, in addition to making sure that our risks are managed in reference to the performance bonds. One of the stipulations for any respondent was that he must have ALDOT approval for the particular fixture being proposed for the existing poles. Both proposers were given local ALDOT verbal approval for the light fixtures they submitted. The City decided that instead of verbal approval for the fixture, written approval would be necessary so that this process would not be stopped later. The Regional ALDOT office gave a written letter stating that the fixtures would need to go through further testing and that if the City would like to continue now, one of two models are approved; they listed the models. It is our opinion that we need to restart the RFP to allow for all to offer proposals on the two approved ALDOT light fixtures. This can be expedited but, it will be another 30 to 60 days.
 - Item number 12 relates to the rezoning of 3253 and 3257 Cahaba Heights Road and 3240 Pipe Line Road. The applicant was requesting for rezoning for a wrestling facility. The developers, petitioners and property owners requested the withdrawal of the request because of site issues and have withdrawn their contract.
- Residential paving – The following was paved before the asphalt company closed on December 22 with work to be restarted on January 4 , 2017 to complete the following and continue to work down the list of streets on the paving list:
 - Blue Lake was the first project for residential paving. The paving is finished and has temporary striping. Permanent striping will be added.
 - Cahaba Drive
 - Ronlea Circle
 - Millhaven Drive – ¾ of the road was paved.
- ADA Ramp - The bond for the original contract for ADA ramp has been called and the contract terminated. The new contractor is Blackjack Horticulture, who began work on the site 2 weeks ago. The project will be finished within 2 or 3 weeks.
- SHAC Phase II – The concrete work is complete and the Splash Pad is in the process of being finished. The playground equipment is being installed. The project should be completed within 2 months.
- Meadowlawn Park – Should we seek public comment on components for the park? We have not done that in the past. The issue to address will be the amenities for the park. Vestavia Listens will allow residents to choose from different amenity options. Input would be gathered for two weeks to allow public feedback for survey purposes.
- Vestavia Listens – There is a grapevine button that you can go to and type in a question and the City will answer it. We have had five questions asked at the

present time. The City staff will research all questions and give a response or clarifications.

Mayor Curry stated that the Action Center is different from the grapevine.

Mr. Downes stated that the grapevine answers questions not referenced in the Action Center.

Mayor Curry asked the audience if they had any questions about the grapevine.

Mr. Weaver stated that we should make this the norm.

Mr. Burrell, 3273 Farrington Woods Drive, stated that this will not stop Facebook blogs. The blog sites have posted the Vestavia Listens website.

COUNCILORS' REPORTS

- Mr. Pierce stated that Mrs. Cook and he recently attended a School Board Work Session. The School Board has hired Hoar Program Management to look ahead 5, 10, and 15 years. They will look at all campuses and demographics to see where the City schools are headed and what they need to do. The school will decide in February the options.
- Mayor Curry stated that he made an inquiry regarding the drought status. The City is still at Stage 4. The rains have not significantly changed the status of Lake Purdy. He is researching alternative water sources for the Over-the-Mountain cities.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for November 2016. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of the November 21, 2016 (Work Session), December 2-3, 2016 (Work Session), and December 8-9, 2016 (Planning Work Session) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of November 21, 2016 (Work Session), December 2-3, 2016 (Work Session), and December 8-9, 2016 (Planning Work Session) and approve them as presented was by Mr. Weaver and second by Mr. Head. Roll call vote as follows:

Mr. Head – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes

Motion carried.

The minutes of the December 12, 2016 (Regular Meeting) were presented for approval:

MOTION Motion to dispense with the reading of the minutes of December 12, 2016 (Planning Work Session) and approve them as presented was by Mr. Weaver and second by Mr. Pierce. Roll call vote as follows:

Mr. Head – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes

Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4906

Resolution Number 4906 – A Resolution Authorizing The Mayor And City Manager To Appropriate Funding And To Execute And Deliver An Agreement With LED Solutions For Whiteway Lighting In The Right-Of-Way Of Highway 31

The Mayor stated that this case was withdrawn from the agenda

ORDINANCE NUMBER 2373-B

Ordinance Number 2373-B – An Ordinance Granting A Conditional Use Approval For Automotive Sales, Automotive Services- Major And Minor, Including Mechanical And Collision Repair For 1476 Montgomery Highway For An Additional 18-Month Period; Anthony F. And Margaret Serra, Owners; Alton Parker, Representing

Mr. Downes explained that they would like conditional use for automotive sales and automotive services. The request is for an extension of the previous approval. They were granted conditional use in November 2011. A flood in April 2014 affected the business and led to the closure. In March 2014 an ordinance was passed for an 18-month extension for the conditional use approval. The business is not occupied and is currently being studied for an automobile dealership. They would like an extension through April 2018. Planning and Zoning recommended approval.

Mr. Alton Parker, 2117 2nd Avenue North, stated that Mr. Serra acquired an engineering study to determine how to rebuild. He appreciates the cooperation from the City.

MOTION Motion to approve Ordinance Number 2373-B was by Mr. Pierce and second was by Mr. Weaver.

The Mayor opened the floor for a public hearing.

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

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2688

Ordinance Number 2688 – Rezoning – 3253 And 3257 Cahaba Heights Road And 3240 Pipe Line Road; Rezone From Vestavia Hills R-4 (Residential District) To Vestavia Hills B-2 (Business District); Helen And John Mills, Owners

The Mayor stated that this case was withdrawn from the agenda by the applicant.

ORDINANCE NUMBER 2689

Ordinance Number 2689 – Rezoning – 3118 Pine Tree Drive; Lots 38 & 39, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills O-1 (Office District); June Pryor, Owner

Mr. Downes explained that the Planning and Zoning Commission requested there be a condition to the rezoning that the development be sustainably developed as presented.

Todd Thompson, Gonzalez-Strength & Associates, 2176 Parkway Lake Drive, explained that they are combining 2 lots into 1 and the use is for a professional office. The site drains to the creek on the property and storm water retention will be developed. There is a rainwater collection system and talks of a solar component for this property.

Mr. Pierce stated that the area is bordered by Blue Lake with commercial property.

Mr. Thompson stated that it is bordered by commercial properties. Two doctors will occupy the facility.

MOTION Motion to approve Ordinance Number 2689 was by Mr. Head and second was by Mr. Pierce.

The Mayor opened the floor for a public hearing.

Robert de Buys, 3467 Moss Brook Lane, stated that this is a zero-impact facility. It will have no net effect on the area.

There being no one else to address the Council, the Mayor closed the public hearing and called for the question.

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2690

Ordinance Number 2690 – Rezoning – 2053 Columbiana Road; Lot 1, Resurvey Of Lot 9, Resurvey Of Shady Rock; Rezone From Vestavia Hills O-1 (Office District) To Vestavia Hills INST (Institutional District); Shades Mountain Baptist Church, Owner

Mr. Scott Heath, Executive Pastor, and Mr. Tom Boston, Minister of Administration, 2017 Columbiana Road, were present to represent the case.

Mr. Heath stated that the property joins the existing property and they would like to have it rezoned. The house will be relocated and the property will be used as green space.

MOTION Motion to approve Ordinance Number 2690 was by Mr. Head and second was by Mr. Weaver.

The Mayor opened the floor for a public hearing.

W. David Nichols, 1744 Mountain Woods Circle, stated that this would landlock property. The property that is being landlocked will be developed at some point. Why do you need this? Why change the zoning? Who owns the property that will be landlocked?

Mr. Boone stated that the City's Zoning Ordinance dictates the zoning for churches, schools, and government buildings. He explained the process for zoning and the process for acquiring access to landlocked property.

Mrs. Dickerson stated that Shades Mountain Baptist Church owns the property he questioned.

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

Mr. Head – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2691

Ordinance Number 2691 – Annexation – 90-Day Final – Former Berry High School Campus; Vestavia Hills Board of Education, Owners

Mr. Downes stated that the purpose is to take the final annexation step.

Boone explained the ways for property to be annexed into the City.

MOTION Motion to approve Ordinance Number 2691 was by Mr. Weaver and second was by Mr. Pierce.

The Mayor opened the floor for a public hearing.

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

Mr. Head – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes

Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4910

Resolution Number 4910 - A Resolution To Declare Certain Personal Property As Surplus And Direct The Sale/Disposal Of Said Property

Mr. Downes stated that this property in question is a fire department utility trailer. The trailer is expendable to the City. The City must deem the property surplus to sell.

MOTION Motion to approve Resolution Number 4910 was by Mr. Weaver and second was by Mr. Pierce and called for the question.

Mr. Head – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 4911

Resolution Number 4911 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement For Project No. HPP-TAPBH-A124() Pedestrian Walkway Over US-31 Near City Hall, City Of Vestavia Hills - Jefferson County

Mr. Downes explained the history of the project. The Resolution allows the funds to be presented and the project to move to the next level with ALDOT. The Resolution allows the signing of the standard ALDOT agreement.

Mr. Pierce asked if the money has been authorized for the project.

Mr. Downes stated that it has.

MOTION Motion to approve Resolution Number 4911 was by Mr. Pierce and second was by Mr. Head and called for the question.

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council’s next regular meeting on January 9, 2017 at 6:00 PM.

- Resolution Number 4912 - A Resolution Authorizing The City Manager To Execute And Deliver All Documents Necessary To Construct A Mile Of Single Track Trails In McCallum Park And To Accept A Quote For Said Construction
- Resolution Number 4913 – A Resolution Accepting A Bid For The Willoughby Road Sidewalk Project And Authorizing The City Manager To Fund And Execute All Documents Necessary To Secure Said Construction

CITIZEN COMMENTS

Donald Harwell, 1357 Willoughby Road, cited the last 18 words of Lincoln’s Gettysburg Address. He would like to ensure that the Council looks at all applicants for appointments and not just ones in a certain zip code.

At 7:14 PM, Mr. Weaver made a motion to adjourn; seconded by Mr. Pierce.
Meeting adjourned at 7:15 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Wendy Dickerson
Deputy City Clerk

RESOLUTION NUMBER 4912

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO CONSTRUCT A MILE OF SINGLE TRACK TRAILS IN MCCALLUM PARK AND TO ACCEPT A QUOTE FOR SAID CONSTRUCTION

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 all documents necessary in order to construct a mile of single track trails at McCallum Park at a cost not to exceed \$20,300 as quoted by TrailVisions, LLC; and
2. A copy of the detail for the trails as well as a quotation obtained from TrailVisions, LLC is marked as Exhibit A attached to and incorporated into this Resolution Number 4912 as though written fully therein; and
3. This Resolution Number 4912 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 9th day of January, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

To B. Kelly
For your action

Vestavia Hills Public Services
1032 Montgomery Highway
Vestavia Hills, AL 35216

JDS/
12-15-16

INTEROFFICE MEMO

Date: December 14, 2016

TO: Jeff Downes
City Manager

From: Brian Davis *BCD*
Public Service Director

RE: Trails at McCallum Park

During the November Park Board Meeting, a plan was presented for trails at McCallum Park to be constructed by Trail Visions, LLC. The Park Board was in favor of presenting the request for funding and consideration to the council. I would like to include this request for a first read at the December 28, 2016, council meeting with action on the January 9, 2017 meeting.

Please find attached an overview of the discussions concerning the trails, a proposed map of the trails, and the cost estimate of the work to be performed by Trail Visions, LLC. This is an unbudgeted request for \$20,300.00

Please let me know if you have any questions.

CC: Ann Smyth
Jason Burnett

Overview of McCallum Park trails

Players

- Doug Brown and Tina Chancellor
- Michael Enervold of TrailVisions, LLC
- Freshwater Land Trust (FWLT)
- Board of Education (VHHS)
- Park Foundation
- Park Board
- City of Gardendale
- Parents of Mountain Bike team members
- B & D Study trails/sidewalks

Timeline

- November 2015 – Brian and Jeff met with Doug and Tina
- Early 2016 -- Doug and Tina presented to Park Board and met with Foundation
- Spring of 2016 Doug met with Freshwater Land Trust
- Summer of 2016 Brian and Doug walked the property adjacent to the VHHS and met with Tyler Burgess.
- Summer of 2016 Brian visited the Gardendale trails with Michael Enervold
- Fall 2016 Brian met with Jason, Jenny and Lee to discuss leadership of team
- Fall 2016 Brian and Michael walked McCallum Park – Brian asked Michael to submit an estimate to build trails without encroaching on VHHS property
- November 2016 -- Presenting the estimate to the Park Board for approval to send to council to as for funding to construct trails at McCallum Park.

Summary

In the fall of 2015 the city manager was approached by a group of people about mountain biking in Vestavia Hills. A conversation between Doug Brown, Tina Chancellor, Jeff Downes and Brian Davis was held to discuss options for the newly formed mountain bike team for 6th through 12th graders. The team is not affiliated with the AHSAA currently, but similar to lacrosse, is growing and has plans to affiliate at some point in the future. The team currently travels to Oak Mountain State Park to practice when they can. This option is feasible before daylight savings time, but when the time changes, the team doesn't get to practice during the week.

In the fall of 2015, the city had just acquired Altadena Valley Country Club, and it was offered as a place to practice during the week. The team was grateful for the space, however it wasn't ideal because it is flat. The discussion moved to creating or constructing trails at McCallum Park.

Michael Enervold of TrailVisions, LLC met with Doug, Tina and Brian at McCallum Park to walk the site. He was asked to put some information together on constructing some trails to potentially connect the high school to the park.

Doug Brown led the effort to discuss with Tyler Burgess of VHHS, but due to some potential erosion issues from the construction of the new parking lot, Tyler said the trail could not connect at this time.

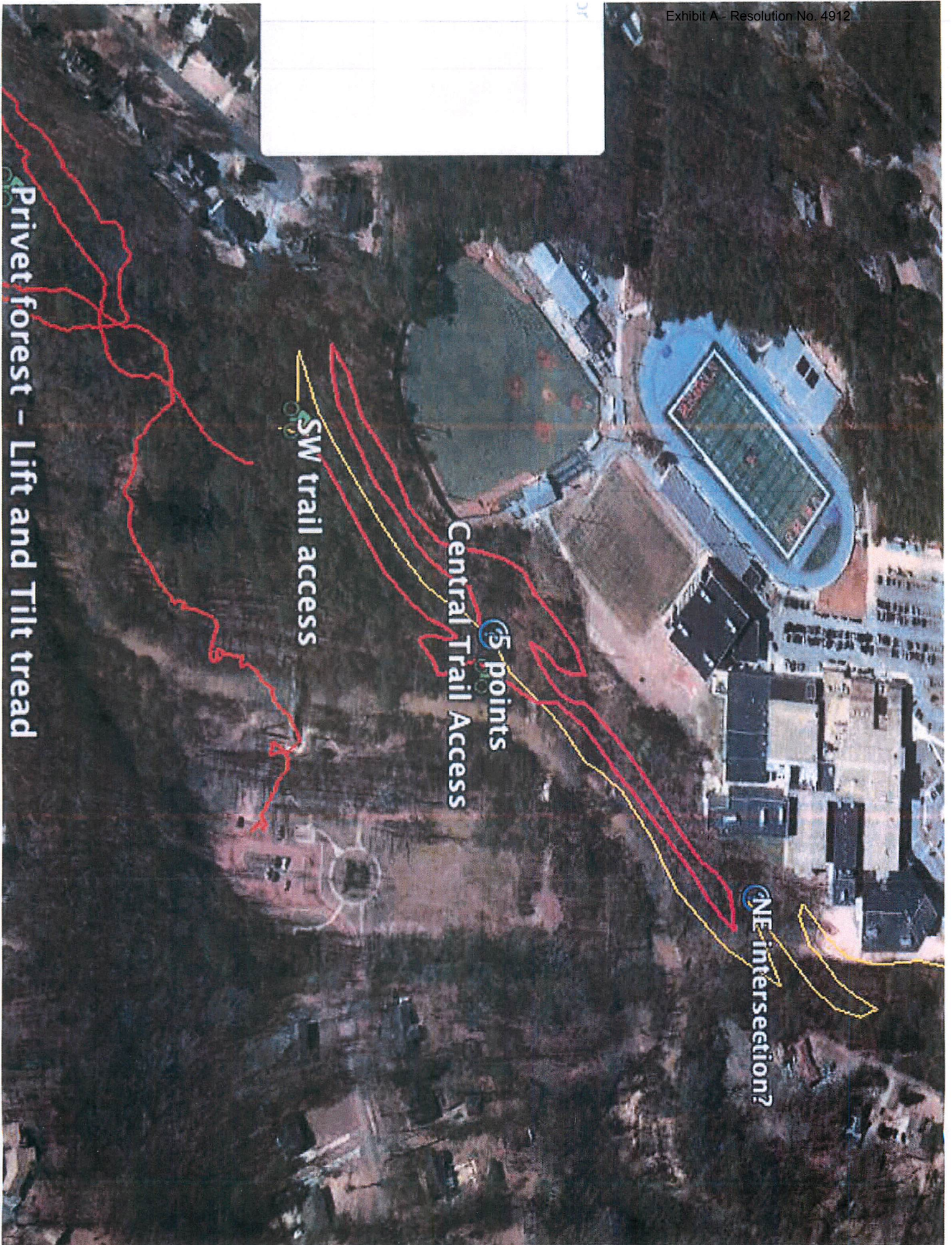
Doug Brown also reached out to the Freshwater Land Trust (property owners along the creek in McCallum Park). FWLT were supportive of the trail construction, and they have since had a work day and improved the trail behind the Buckhead Subdivision.

Since there was going to be a cost to construct the trail, Doug Brown reached out to the Parks and Recreation Foundation to seek additional funding. The Foundation did not commit to funds, but was interested in know more as the discussions continued to move forward.

Brian Davis and Michael Enervold met in August 2016 and walked the trails that were under construction in Gardendale. From this conversation, they also met and walked at McCallum Park to discuss potential trails only on the property owned by the city and the FWLT. Brian asked for an estimate to construct potential bike trails as shown on the attached map. That estimate is also attached.

Brian met with parents of team members, Jenny and Jason Waters, and Lee Yielding to discuss the next steps. The next steps were to present the estimate to the park board for their support of the project, and if possible to ask the city council to fund the trails at McCallum Park.

The Brailsford and Dunlavey study that was completed a few years ago showed that nearly half of the respondents wanted additional trails or sidewalks in the city. This project would address a need that is currently unmet. The city is already constructing sidewalks, and have plans to continue into the future.



Privet forest - Lift and Tilt tread

SW trail access

Central Trail Access

5 points

NE intersection?

TrailVisions, LLC.

Quotation

Michael Enervold

1045 Sunset Blvd.

Birmingham, AL 35213

Phone: 205-914-8367

trailvisions.llc@gmail.com

Date

10/16/2015

Quote no.

15006

Customer No. 1004

Company: Vestavia Hills Parks & Recreation

Contact: Brian Davis

Project No. P15005

Phone 205-276-9095

Project Title McCallum Park Singletrack Trails

Email bdavis@vhal.org

Address 1973 Merryvale Rd, Vestavia Hills, AL 35216

Length	Description		
	<p>machine built singletrack recreational trail design & build compete service</p> <p>\$3.84 / foot, measured with rolling wheel, c/l of trail</p> <p>1 round of mobilization/demobilization included (\$960 value)</p> <p>TrailVisions prefers a minimum of 1 mile, but will work to within the budgets of your department</p>	<p>1 mile @</p>	<p>\$20275.20</p>

quoted prices valid through March 1, 2017

This quotation is for a design & build recreational trail. Permitting fees not included. Insurance & Licensing fees included.

TrailVisions, LLC.

Project Specialists in Recreational Trail Design, Planning, and Construction

RESOLUTION NUMBER 4913

**A RESOLUTION ACCEPTING BIDS FOR A WILLOUGHBY ROAD
SIDEWALK PROJECT**

WHEREAS, invitations to bid for the construction of sidewalks along Willoughby Road were advertised for bidders; and

WHEREAS, bids were opened in the Office of the City Clerk at 10:00 AM on November 2, 2016 with three (3) bid(s) submitted; and

WHEREAS, the resulting bid details are attached to this Resolution Number 4913 and marked as “Exhibit A”; and

WHEREAS, the City Engineer has reviewed the bid(s) and recommended by memorandum dated November 21, 2016 the acceptance of Walker Patton’s bid in an amount not to exceed \$272,945.80, a copy of which is marked as “Exhibit B” attached to and incorporated into this Resolution Number 4913 as though written fully therein; and

WHEREAS, the City Engineer has negotiated a \$7,500 reduction in said bid due to some changes in the scope of work concerning drainage; and

WHEREAS, a detail of the funding for said project is marked as “Exhibit C” attached to and incorporated into this Resolution Number 4913 as though written fully therein which requested a balance of \$86,000 to be approved by this Resolution; and

WHEREAS, a contract for services has been submitted pursuant to said bid which is marked as “Exhibit D”, attached to and incorporated into this Resolution Number 4913 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said bid and fund the construction as described in the attachments.

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

1. The bid submitted by Walker Patton as per attached information (“Exhibits B and C”) is hereby accepted as bidder for a price not to exceed \$266,000 (\$272,945.80 less \$7,500); and
2. The City Manager is hereby authorized to execute and deliver all documents necessary, pending written approval from the City Attorney, in order to secure said construction; and

3. This resolution to become effective immediately upon adoption by the City Council.

APPROVED and ADOPTED this the 9th day of January, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS
 Willoughby Road Sidewalk Addition
 BID OPENING: November 2, 2016, 10am
 BID TABULATION

Exhibit A - Resolution No. 4913

Item	Unit	Bid Qty	Gillespie Construction LLC		CB & A		Walker Patton Company, Inc.	
			unit price	total	unit price	total	unit price	total
5' Wide Concrete Sidewalk, 4" Thick	SY	1,200	\$ 88.50	\$ 106,200.00	\$ 60.13	\$ 72,156.00	\$ 63.51	\$ 76,212.00
Type 1 Handrail, 42" Height	LF	20	\$ 210.00	\$ 4,200.00	\$ 179.60	\$ 3,592.00	\$ 137.50	\$ 2,750.00
Relocate Signage	EA	2	\$ 250.00	\$ 500.00	\$ 376.23	\$ 752.46	\$ 250.00	\$ 500.00
2" Wide Stop Bar Striping	LF	36	\$ 25.00	\$ 900.00	\$ 46.00	\$ 1,656.00	\$ 37.50	\$ 1,350.00
Blackout Existing Striping	LS	1	\$ 1,550.00	\$ 1,550.00	\$ 483.00	\$ 483.00	\$ 312.50	\$ 312.50
Install Handicap Ramp	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 3,694.69	\$ 7,389.38	\$ 1,125.00	\$ 2,250.00
Asphalt Patching	SY	12	\$ 200.00	\$ 2,400.00	\$ 290.87	\$ 3,490.44	\$ 93.75	\$ 1,125.00
Concrete Sidewalk Curb	LF	50	\$ 100.00	\$ 5,000.00	\$ 26.63	\$ 1,331.50	\$ 27.50	\$ 1,375.00
Retaining Wall (Height ≤ 12")	SF	420	\$ 75.00	\$ 31,500.00	\$ 95.48	\$ 40,101.60	\$ 56.79	\$ 23,851.80
Retaining Wall (Height > 12")	SF	1400	\$ 75.00	\$ 105,000.00	\$ 95.48	\$ 133,672.00	\$ 62.23	\$ 87,122.00
Relocate Mailbox	EA	5	\$ 220.00	\$ 1,100.00	\$ 178.02	\$ 890.10	\$ 125.00	\$ 625.00
Relocate Water Meter	EA	5	\$ 1,275.00	\$ 6,375.00	\$ 1,320.89	\$ 6,604.45	\$ 375.00	\$ 1,875.00
Relocate Sewer Clean-out	EA	5	\$ 1,250.00	\$ 6,250.00	\$ 415.61	\$ 2,078.05	\$ 187.50	\$ 937.50
Titway 419 Hybrid Bermuda Sod	SY	500	\$ 10.00	\$ 5,000.00	\$ 10.40	\$ 5,200.00	\$ 6.50	\$ 3,250.00
Emerald Zoyzia Sod	SY	500	\$ 12.00	\$ 6,000.00	\$ 12.66	\$ 6,330.00	\$ 6.50	\$ 3,250.00
Shrubs, Ilex Vomitoria Nana (Dwarf Yaupon Holly), 3 Gallon	EA	20	\$ 150.00	\$ 3,000.00	\$ 52.50	\$ 1,050.00	\$ 40.00	\$ 800.00
Grading for Driveway	CY	20	\$ 150.00	\$ 3,000.00	\$ 58.90	\$ 1,178.00	\$ 31.25	\$ 625.00
Driveway Replacement	SY	30	\$ 75.00	\$ 2,250.00	\$ 122.59	\$ 3,677.70	\$ 67.00	\$ 2,010.00
Tree & Stump Removal	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,860.76	\$ 14,860.76	\$ 8,000.00	\$ 8,000.00
Replace Existing Valley Gutter	LF	10	\$ 85.00	\$ 850.00	\$ 56.71	\$ 567.10	\$ 37.50	\$ 375.00
Drainage Catch Basin & Piping	LS	1	\$ 2,750.00	\$ 2,750.00	\$ 1,126.27	\$ 1,126.27	\$ 7,000.00	\$ 7,000.00
Demo Existing Brick Wing Walls	LS	1	\$ 550.00	\$ 550.00	\$ 1,191.86	\$ 1,191.86	\$ 1,000.00	\$ 1,000.00
Mobilization	LS	1	\$ 31,000.00	\$ 31,000.00	\$ 14,087.50	\$ 14,087.50	\$ 32,350.00	\$ 32,350.00
Insurance and Contract Bonding (Not-to-Exceed 3% of Contract Amount)	LS	1	\$ 10,100.00	\$ 10,100.00	\$ 9,988.99	\$ 9,988.99	\$ 7,000.00	\$ 7,000.00
Construction Staking	LS	1	\$ 5,250.00	\$ 5,250.00	\$ 9,500.21	\$ 9,500.21	\$ 7,000.00	\$ 7,000.00
Total Bid Price			\$	\$ 360,225.00	\$	\$ 342,955.37	\$	\$ 272,945.80

Bid Bond?

Contractor's License Number?

X yes no

X yes no

X yes no

X yes no

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

November 21, 2016

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Engineering

From: Christopher Brady, City Engineer

RE: Willoughby Road Sidewalks

On Nov 2nd we received three bids for the construction of the Willoughby Road Sidewalk project:

Walker Patton Co. -----	<u>\$272,945.80</u>
CB & A -----	<u>\$342,955.37</u>
Gillespie Construction ----	<u>\$360,225.00</u>

After review and consideration, we recommend acceptance of bid by Walker Patton Company.

We have met and discussed cost-saving measures with Walker Patton. Due to clarification of scope of work associated with drainage (bid item 21) and construction stakeout (bid item 25), Walker Patton has reduced bid price by \$7,500. Additionally, we are reviewing opportunities to obtain construction easements with homeowners to reduce amount of retaining wall depicted in plans. We believe this effort can further reduce cost of project by approximately \$10,000.

Walker Patton completed the Cahaba Heights/Dolly Ridge Road project for the City in 2010/2011 timeframe; we had no issue and further provide a favorable recommendation based on this prior workmanship. Additionally, they have completed and are continuing several similar projects with City of Mountain Brook and other neighboring communities.

We recommend award of construction contract to Walker Patton Company in the amount of approximately \$266,000.00.

Please let me know if questions.

Sincerely,
-Christopher



**Sidewalk Fund (21) Summary
as of November 21, 2016**

Sources and Uses Analysis

<i>Fund Balance- Beginning of FY 16</i>	\$	353,917.00
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<i>Anticipated Reimbursement- ALDOT</i>	\$	200,000.00
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Anticipated Expenses

FY 16 Appropriations

Sidewalk Construction	\$	(95,000.00)
Sidewalk Design	\$	(5,000.00)
SHAC Phase II- Contribution	\$	(100,000.00)

FY 16 Expenses Outside Appropriations

Hwy 31- Ped Bridge Design	\$	(134,246.00)
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<i>Anticipated Fund Balance- End of FY 16</i>	\$	219,671.00
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Anticipated and Proposed Expenses FY 17

Hwy-31 Ped Bridge Design	\$	(65,754.00)
Proposed Sidewalk Construction Budget	\$	(120,000.00)

<i>Anticipated Fund Balance- End of FY 17</i>	\$	33,917.00
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Available Funds for Willoughby and Green Valley

	\$	Balance
FY 16 Balance	\$	60,000.00
FY 17 Appropriation	\$	120,000.00
Multi-Year Balance	\$	180,000.00
Willoughby Bid Price	\$	(266,000.00) \$ (86,000.00)

AGREEMENT

THIS AGREEMENT, made and entered into on the ____ day of _____ 20 ____, by and between _____ Contractor and **City of Vestavia Hills**,
Owner:

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

- 1. That the Contractor shall furnish all the materials and perform all the work for the Project entitled **Willoughby Road Sidewalk Addition** in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein:

- Part 1 - Bidding Requirements
- Part 2 - Contract Forms
- Part 3 - Conditions of the Contract
- Part 4 - Specifications
- Part 5 - Drawings
- Part 6 - Addenda,,

(The foregoing are collectively referred to as the "Contract Documents").

- 2. That the Contractor shall commence the Work to be performed under this Agreement within seven (7) days from the Agreement start date specified in the Owner's Notice to Proceed, shall substantially complete the Work in all respects within 90 days from the date specified in the Owner's Notice to Proceed.
- 3. It is mutually agreed between the parties hereto that time is of the essence, and in the event the Work is not substantially completed within the time herein specified it is agreed that the Contractor shall pay liquidated damages in the amount of \$500.00 per day for each calendar day of delay to the Owner until the Work is substantially completed, as determined by the project

engineer. The Contractor agrees that the amount of liquidated damages fairly and accurately represents the actual damages which the Owner will have sustained per day by reason of the Contractor's failure to substantially complete the Work within the time specified herein. Liquidated damages is not a penalty but is instead intended to compensate the Owner for costs incurred as a result of the Contractor's delay. The Contractor further agrees that this is a bargained for and essential provision of the agreement and that the Contractor freely and voluntarily submitted a bid for the Work.

4. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Contract Documents in lawful money of the United States, the amount of:

_____ Dollars (\$_____) based on the lump sum amounts contained herein.

5. That upon submission by the Contractor of evidence satisfactory to the Owner that Notice of Completion requirements have been met including proof of publication of notice of completion, and that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, final payment of account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all Work covered by this Agreement and the acceptance of such Work by the Owner.
6. That the Work completed herein shall be covered by a warranty as provided by the Performance Bond and as provided in the Contract Documents, effective for a period beginning upon the date of substantial completion and ending one (1) year thereafter.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days from the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner, and if

not furnished the Contractor may be terminated at the option of the Owner by giving ten (10) days written notice.

8. No payment for additional Work or extras will be made unless the same shall be duly authorized by appropriate action by the Owner in writing.
9. 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 executed this Agreement on the day and date first above written, in four (4) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

If Sole Proprietor or Partnership

Signature of Contractor

Title

If Corporation

Name of Corporation

(SEAL)

ATTEST:

By _____

Title _____

Secretary

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public in and for the above County and State, personally appeared _____, whose name as _____ for the above Contractor is signed above, and who, after being by me first duly sworn, acknowledged before me that he/she signs this Contract with full authority as the act of the Contractor.

Given under my hand and seal this _____ day of _____, 20_____.

[Print Name]: _____

My Commission expires: _____

ATTEST:

City of Vestavia Hills

City Clerk

By _____
City Manager

NOTARY ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in and for the above County and State, personally appeared _____, whose name as _____ for the above Owner is signed above, and who, after being by me first duly sworn, acknowledged before me that he/she signs this Contract with full authority as the act of the Contractor.

Given under my hand and seal this _____ day of _____, 20_____.

[Print Name]: _____

My Commission expires: _____

RESOLUTION NO. 4914

A RESOLUTION AUTHORIZING
A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND
ARMSTRONG DEVELOPMENT GROUP, LLC

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Armstrong Development Group, LLC (the "Owner") have prepared that certain Special Economic Development Agreement to be dated the date of delivery (the "Special Economic Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(c) The Municipality is authorized under Amendment No. 772 to become indebted, and to issue obligations as referenced therein, upon the full faith and credit of the Municipality, to a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$575,000 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

(e) The expenditure of public funds for the purposes specified in the Special Economic Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) (1) On January 1, 2017, the Municipality caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE OF PUBLIC HEARING
OF
CITY COUNCIL OF VESTAVIA HILLS, ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 6:00 p.m. on January 9, 2017 at City Hall in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and Armstrong Development Group, LLC, an Alabama limited liability company (the "Developer"), to be dated the date of delivery, pursuant to which City Agreement the City shall issue its Limited Obligation Economic Development Revenue Warrant in an expected principal amount of \$575,000 (the "City Warrant") to the Developer, for purposes referenced in the City Agreement.

The City Warrant shall evidence the agreement of the City to make economic development grants to the Developer (based solely upon a percentage of net sales tax proceeds received by the City from the Developer for a period of ten years) for the purpose of promoting the economic development of the City and in consideration of the establishment by the Developer and the operation of commercial and related facilities in the City.

The City seeks to achieve, by undertaking its obligations pursuant to the City Agreement and the Resolution, to promote the local economic and industrial development of the City, to increase employment in the City, and to increase the tax and revenue base of the City.

The business entity to whom or for whose benefit the City propose to lend its credit or grant public funds or thing of value is the Developer.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Warrant is to be issued and secured, and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the City Manager at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2016 and on the basis of which taxes became due and payable on October 1, 2017) was not less than \$700,120,010.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, (which indebtedness does not include the Warrant issued under Amendment No. 772), is not more than twenty percent of said assessed valuation.

(3) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Amendment No. 772(a)(4) (which indebtedness does include the Warrant), is not more than fifty percent of said assessed valuation.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the Special Economic Development Agreement, and

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the President shall approve, which approval shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

Section 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement and the Warrant for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Special Economic Development Agreement and the Warrant and to attest the same.

(b) The Mayor, the City Manager, and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Special Economic Development Agreement and the Warrant, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Special Economic Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Economic Development Agreement.

Section 4. The Municipality desires, before the issuance of the Warrant referenced in the Special Economic Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale, P.C., Birmingham, Alabama, and Patrick H. Boone, Esq., are hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Special Economic Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This resolution shall take effect immediately.

It was moved by Councilmember _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the said ordinance be given. The motion was seconded by Councilmember _____ and on roll call was unanimously adopted, those answering aye being:

Ayes: Ashley C. Curry, Mayor
Kimberly Cook
Paul J. Head
George Pierce
Rusty Weaver

Nays: None

The Mayor declared the motion unanimously carried.

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

Ayes: Ashley C. Curry, Mayor
Kimberly Cook
Paul J. Head
George Pierce
Rusty Weaver

Nays: None

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

* * * *

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

Minutes approved:

Mayor

Mayor Pro-Tempore

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on January 9, 2017, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this ____ day of _____, 2017.

Clerk of the City of Vestavia Hills, Alabama

SEAL

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on January 9, 2017. The meeting was called to order by the Mayor, and the roll was called with the following results:

Present: Ashley C. Curry, Mayor
 Kimberly Cook
 Paul J. Head
 George Pierce
 Rusty Weaver

Absent:

* * *

The Mayor stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following ordinance was introduced in writing by the Mayor, and considered by the City Council:

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

Dated Date of Delivery

by

CITY OF VESTAVIA HILLS, ALABAMA

and

ARMSTRONG DEVELOPMENT GROUP, LLC

This Special Economic Development Agreement was prepared by Heyward C. Hosch of Maynard, Cooper & Gale, P.C., 1901 Sixth Avenue North, 2400 Regions/Harbert Plaza, Birmingham, Alabama 35203-2618.

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

This **SPECIAL ECONOMIC DEVELOPMENT AGREEMENT** is made and entered as of the Date of Delivery by the **CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation (the "Municipality"), and **ARMSTRONG DEVELOPMENT GROUP, LLC** (the "Owner").

Recitals

The Owner expects and intends to expand and increase the tax and revenue base of the Municipality by development of commercial enterprises within the corporate limits of the Municipality.

The Municipality has agreed to provide the Owner, as provided herein, the within referenced Annual Economic Development Payments.

Pursuant to the applicable laws of the State of Alabama, and for the purposes, referenced herein, the Municipality and the Owner have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the Municipality and the Owner hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

Annual Economic Development Payment shall mean, for each Annual Payment Date, an amount equal to fifty percent (50%) of the Municipality Net Sales Tax Proceeds actually received by the Municipality from the Owner during each annual period for which such Annual Economic Development Payment is determined during the 10-year period beginning January 1, 2018 and ending December 31, 2027.

Annual Payment Date shall mean the later of the following dates which next succeed the year for which an Annual Economic Development Payment is determined: (i) March 1 or (ii) 45 days after the receipt by the Municipality of the certificate therefor from the Owner pursuant to Section 4.02(1).

Date of Delivery shall mean _____, 2017.

Date of Termination shall mean that date on which the Municipality shall have no obligation to make any payment of Annual Economic Development Payments under this Agreement or the Warrant in accordance with Section 4.01(4).

Date of Validation shall mean that date on which a judgment entered by the Circuit Court of Jefferson County, Alabama validating and confirming the Warrant shall have become forever conclusive in accordance with, and as provided in, Section 6-6-755 of the Code of Alabama 1975.

Enabling Law shall mean Amendment No. 772 of the Constitution of Alabama of 1901, as amended, as at any time amended or supplemented, or any successor provision of law.

Municipality Sales Tax shall mean collectively the privilege license and excise taxes levied by the Municipality (commonly called sales and use taxes) which consist of (i) a privilege or license (commonly called sales) tax on persons engaged in the business of selling at retail any tangible personal property within the Municipality (subject to exemption of certain property as provided by law) or in the business of conducting places of amusement or entertainment within the Municipality, generally measured by the gross sales or receipts of such businesses and (ii) an excise (commonly called a use) tax on the storage, use or other consumption of tangible personal property (subject to exemptions of certain property as provided by law) within the Municipality, generally measured by the sales price of such property.

Municipality Net Sales Tax Proceeds for any year shall (a) mean and include all proceeds and receipts of the Municipality Sales Tax less and except proceeds of the Municipality Sales Tax dedicated for public school purposes and capital reserves, and (b) not include any proceeds or receipts received by the Municipality (i) from the levy by the Municipality of privilege license or excise taxes not described in the definition of Municipality Sales Tax or (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the Municipality or (iii) from any increase in the Municipality Sales Tax enacted after the Date of Delivery.

Owner shall mean Armstrong Development Group, LLC, and the successors and assigns thereof.

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

Project shall mean and include those commercial and related facilities established by the Owner within the Municipality from which the Municipality receives Municipality Net Sales Tax Proceeds.

State shall mean the State of Alabama.

Total Municipality Tax Commitment shall mean the amount of Five Hundred Seventy-Five Thousand Dollars (\$575,000).

Warrant shall have the meaning set forth in Section 4.03.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 The Municipality.

The Municipality hereby represents as follows:

(1) The Municipality has corporate power and authority to enter into this Agreement, pursuant to the Enabling Law and to carry out its obligations hereunder and by proper corporate action the Municipality has duly authorized the execution, delivery and performance of this Agreement.

(2) The Warrant shall be issued, sold and delivered upon condition, and purchased by the Owner thereof in the reliance, that this Agreement is enforceable against the Municipality in accordance with the terms hereof.

(3) The issuance of the Warrant and the application of the proceeds thereof for the purposes set forth in this Agreement (i) will result in direct financial benefits to the Municipality and (ii) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(4) The Municipality represents and certifies that the indebtedness of the Municipality incurred pursuant to the Enabling Law is less than 50 percent of the assessed value of the taxable property in the Municipality as determined for state taxation for the fiscal year immediately preceding the Date of Delivery.

SECTION 2.02 The Owner.

The Owner hereby represents and warrants as follows:

- (1) The Owner is duly organized and validly existing as a limited liability company under the laws of the State of Alabama and has duly authorized the execution, delivery and performance of this Agreement.
- (2) The execution, delivery and performance of this Agreement by the Owner does not conflict with or result in a violation of any agreement, contract, instrument, order, writ, judgment or decree to which the Owner is a party or is subject.
- (3) No consent or approval by, or filing with, any governmental authority in the State of Alabama is required for the execution or delivery of this Agreement by the Owner or for the full effectiveness or enforceability thereof under the laws of the State of Alabama.
- (4) There is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened in writing against or affecting the Owner, which involves the consummation of the transactions contemplated by, or the validity of, this Agreement.

ARTICLE 3

DURATION OF AGREEMENT

The obligations of the Municipality and the Owner hereunder shall arise on the Date of Validation and shall continue until the Date of Termination, except with respect to any specific agreement or covenant which by its terms expressly survives termination of this Agreement.

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE MUNICIPALITY

SECTION 4.01 Nature, Amount and Duration of Obligation of Municipality.

The Municipality and the Owner agree:

- (1) Purpose. Pursuant to this Agreement, the Municipality has agreed to pay to the Owner of the Warrant in installments in arrears the Annual Economic Development Payments determined by the Municipality to be due and payable in accordance with the terms hereof.
- (2) Limited Obligation. The obligation of the Municipality for the payment of the Warrant:
 - (a) is a limited obligation payable solely from the Annual Economic Development Payments;

(b) shall never constitute a general obligation, or a charge against the general credit or taxing powers, of the Municipality within the meaning of any constitutional provision or statutory limitation whatsoever;

(c) is subject to (i) all prior pledges of the Municipality Net Sales Tax Proceeds for the benefit of long term indebtedness of the Municipality and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all Municipality Net Sales Tax Proceeds (including without limitation the Annual Economic Development Payments) the legitimate and necessary governmental expenses of operating the Municipality; and

(d) shall commence after the Date of Validation.

(3) Maximum Amount. The maximum amount the Municipality shall pay under this Agreement and the Warrant shall be limited to and shall not exceed the sum of (i) the Total Municipality Tax Commitment and (ii) the amounts due under Section 4.05.

(4) Duration and Termination. Anything in this Agreement or in the Warrant to the contrary notwithstanding, the Municipality shall have no obligation to pay any amount of Annual Economic Development Payments under this Agreement or the Warrant:

(a) prior to the Date of Validation; or

(b) after the first to occur of (i) the Annual Payment Date which occurs after the year ending December 31, 2027 or (ii) that date on which the Municipality shall have paid as Annual Economic Development Payments an aggregate amount not less than the Total Municipality Tax Commitment or (iii) termination of this Agreement by the Municipality under Section 6.02(2).

SECTION 4.02 Determination and Payment of Annual Economic Development Payments.

(1) In order to receive an Annual Economic Development Payment, the Owner shall execute and deliver to the Municipality, on or before January 31 in each year in which this Agreement is in effect, a certificate in form and of content as attached as Exhibit B hereto.

(2) The Municipality shall, on each Annual Payment Date, determine as provided herein, and pay to the Owner, the amount (if any) of the Annual Economic Development Payment due hereunder for the period referenced in such certificate.

(3) The Municipality will permit any attorneys, accountants or other agents or representatives designated by the Owner to visit and inspect any of the accounting systems, books of account, and financial records and properties of the Municipality which pertain to the Municipality Net Sales Tax Proceeds and the determination of Annual Economic Development Payments, all at reasonable business times and upon reasonable notice.

SECTION 4.03 The Warrant.

(1) The obligation of the Municipality to pay the Annual Economic Development Payments hereunder shall be evidenced by a limited obligation revenue warrant, payable solely from, and secured by a pledge of, the Annual Economic Development Payments, in form and of content as the form of warrant attached to this Agreement as Exhibit A (the "Warrant").

(2) The Warrant shall not bear interest, shall be issued in an aggregate principal amount not exceeding the Total Municipality Tax Commitment, shall be dated the date of delivery, and shall mature on the Date of Termination.

(3) The Warrant shall be duly executed, sealed, and attested by the Municipality, and shall be registered by the Municipality as a conditional claim against the Annual Economic Development Payments.

(4) The Warrant shall be registered and transferred as provided therein.

SECTION 4.04 Agreements of the Municipality.

(1) All proceedings of the governing body of the Municipality heretofore had and taken, and all ordinances and resolutions adopted pursuant thereto with respect to the levy and collection of the Municipality Sales Tax, are hereby ratified and confirmed in all respects from and after the effective date thereof.

(2) The Municipality covenants and agrees the Municipality shall, as long as this Agreement and the Warrant shall be outstanding, continue to levy and to provide for the assessment and collection of the privilege license and excise taxes which provide the Municipality Net Sales Tax Proceeds at rates not less than those in effect on the date of this Agreement.

SECTION 4.05 Payment of Certain Fees by the Municipality.

The City will pay (i) all fees and expenses of the City, including counsel therefor, in connection with the execution and delivery of this Agreement and the issuance of the Warrant and the validation thereof and (ii) the amount due to the State for a building permit for the facilities to be established in the City by the Owner.

ARTICLE 5

OBLIGATIONS OF THE OWNER

(1) The Owner hereby agrees to duly and punctually observe and perform all agreements thereof under this Agreement.

(2) The Owner shall use the proceeds of the Annual Economic Development Payments solely for the purpose of development and operation of the business interests of the Owner within the Municipality.

(3) (a) The Owner agrees to defend, protect, indemnify, and hold harmless the Municipality, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorneys fees and cost of suit, arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the negligent misconduct of the City, its agents, employees, and members of its governing body: (i) any construction activity performed by Owner, or anyone claiming by through, or under Owner; and (ii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of the Project, including, without limitation, tenants, customers and invitees of the Project and/or Owner.

(b) The agreements and covenants in this Article 5 shall survive the termination of this Agreement with respect to events or occurrences happening prior to or upon the termination of this Agreement and shall remain in full force and effect until commencement of an action with respect to any thereof shall be prohibited by law.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default.

Any one or more of the following shall constitute an event of default by the Municipality or the Owner hereunder (an "Event of Default") under this Agreement:

(1) default in the performance, or breach, of any covenant or warranty of the Municipality in this Agreement, including without limitation default in the payment of any Annual Economic Development Payments under Section 4.02 hereof, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Municipality by the Owner a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Municipality shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of the Owner in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Owner by the Municipality a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Owner shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

SECTION 6.02 Remedies.

(1) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

(2) Anything in this Agreement to the contrary notwithstanding, the Municipality may terminate this Agreement upon the occurrence of an Event of Default under Section 6.01(2), whereupon the Municipality shall have no further obligation hereunder.

SECTION 6.03 Remedies Subject to Applicable Law.

All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

SECTION 7.01 Enforceability.

The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

SECTION 7.02 Prior Agreements Cancelled.

This Agreement shall completely and fully supersede all other prior agreements, both written and oral, by the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

SECTION 7.03 Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

SECTION 7.04 Binding Effect; Governing Law.

(1) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein.

- (2) This Agreement shall be governed exclusively by the laws of the State of Alabama.

SECTION 7.05 Notices.

(1) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

- (a) if to the Municipality: (b) if to the Owner:

City Hall
513 Montgomery Highway
Vestavia Hills, Alabama 35216

(2) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

SECTION 7.06 Delegation and Assignment of this Agreement by Owner.

(1) The Owner shall have no authority or power to, and shall not, delegate to any Person the duty or obligation to observe or perform any agreement or obligation of the Owner hereunder.

(2) The Owner shall not have any authority or power to, and shall not, without the prior written consent of the Municipality (which shall not be unreasonably withheld, delayed or conditioned), assign or pledge to any Person any right of the Owner hereunder or any interest of the Owner herein.

SECTION 7.07 Amendments

This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

IN WITNESS WHEREOF, the Municipality has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Owner has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

By _____
City Manager

SEAL

ATTEST: _____
City Clerk

**ARMSTRONG DEVELOPMENT GROUP,
LLC**

By: _____ (L.S.)

Its: _____

EXHIBIT A

Form of Warrant

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 4(2) OF SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS
LIMITED OBLIGATION ECONOMIC DEVELOPMENT REVENUE WARRANT
(ARMSTRONG DEVELOPMENT GROUP, LLC)**

No. R-1

DATED DATE:

_____, 20__

MATURITY DATE:

Date of Termination

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

ARMSTRONG DEVELOPMENT GROUP, LLC

or registered assigns (collectively the "Owner") in a principal amount not exceeding

**FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS
(\$575,000)**

as determined pursuant to the within-referenced Agreement, and hereby orders and directs the Finance Director of the Issuer to pay to the Owner, solely from the Annual Economic Development Payments deposited in the Warrant Fund hereinafter designated, said principal amount, without interest, on each Annual Payment Date, until and including the Maturity Date specified above.

Authority for Issuance

This Warrant is issued pursuant to the authority of the Constitution and laws of the State of Alabama, including particularly and without limitation Amendment No. 772 of the Constitution of Alabama of 1901, as amended (collectively the "Enabling Law"), and that certain Special Economic Development Agreement dated the above Dated Date (the "Agreement") by the Issuer and Armstrong Development Group, LLC.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Owner, by acceptance of this Warrant, assents and agrees to be bound.

Payment

Payment of this Warrant shall be made to or as directed by the Owner; provided the final payment of principal of this Warrant shall be made only upon presentation and surrender of this Warrant to the Issuer for cancellation.

Each payment of principal made on this Warrant shall be reflected by the notations made by the Issuer on its internal records (which may be kept by computer or by other means determined by the Issuer) and the Issuer is hereby authorized so to record thereon all such payments. All payments of principal on this Warrant and the aggregate unpaid principal amount of this Warrant reflected on the internal records of the Issuer (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid.

All payments of principal of this Warrant by the Issuer shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the Issuer upon this Warrant to the extent of the amounts so paid.

The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of this Warrant shall be made only to or upon the order of the Owner hereof or its legal representative, and neither the Issuer nor any agent of the Issuer shall be affected by any notice to the contrary.

Security

This Warrant is a limited obligation of the Issuer payable solely from the Annual Economic Development Payments as provided in the Agreement.

The Annual Economic Development Payments are hereby pledged to the payment, and for the benefit, of this Warrant, subject to (i) all prior pledges of the Municipality Net Sales Tax Proceeds for the benefit of long term indebtedness of the Municipality and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all Municipality Net Sales Tax Proceeds (including without limitation the Annual Economic Development Payments) the legitimate and necessary governmental expenses of operating the Municipality.

This Warrant shall never constitute a charge against the general credit or taxing powers of the Issuer within the meaning of any constitutional provision or statutory limitation whatsoever.

The Issuer has established a special fund designated "Warrant Fund" (the "Warrant Fund") for the payment of this Warrant and has obligated itself to pay or cause to be paid into the Warrant Fund, solely from the Annual Economic Development Payments, sums sufficient to provide for the payment of this Warrant.

Prepayment and Redemption

The Issuer may, on any date, pay in advance the entire unpaid principal amount of this Warrant or any lesser portion or portions thereof by paying to the Owner the principal amount to be prepaid without premium or penalty.

Registration and Transfer

This Warrant is registered as to principal and interest in the name of the Owner on the book of registration maintained for that purpose by the Issuer.

This Warrant may be transferred only upon written direction of the registered owner or its legal representative, addressed to the Municipality, presentation of this Warrant to the Municipality accompanied by a written instrument of transfer, satisfactory to the Municipality, duly executed by the registered owner or its attorney duly authorized in writing, and compliance with Section 7.06 of the Agreement. Upon presentation of this Warrant to the Municipality for transfer, the Municipality shall record such transfer on the said book of registration and execute and deliver, in exchange for this Warrant, a new warrant or warrants of like tenor hereof, registered in the name of the transferee in an aggregate principal amount equal to the unpaid or unredeemed portion of the principal of this Warrant. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

General

No covenant or agreement contained in this Warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Issuer in the individual capacity thereof and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

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

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

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

S E A L

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a conditional claim against the City of Vestavia Hills, in the State of Alabama, and the Warrant Fund referred to herein, and the Annual Economic Development Payments pledged to the payment hereof.

Finance Director of the City of Vestavia Hills,
Alabama

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Jefferson County, State of Alabama entered on the _____ day of _____, 2017.

/s/

Clerk of Circuit Court of Jefferson County,
State of Alabama

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the warrant register of the City of Vestavia Hills in the name of the last owner named below. The principal of this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of Issuer</u>
Dated Date	Armstrong Development Group, LLC	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Assignment

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

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

EXHIBIT B

Request for Payment of Annual Economic Development Payments

Request for Payment of Annual Economic Development Payments

From: Armstrong Development Group, LLC

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Special Economic Development Agreement dated the Date of Delivery by City of Vestavia Hills, Alabama (the "Municipality") and Armstrong Development Group, LLC (the "Owner").**

The undersigned, as Owner under the above Agreement, hereby requests payment to the Owner by the Municipality of the Annual Economic Development Payment, to be determined by the Municipality as provided in the Agreement, for the following period:

_____ 1, 20__ to _____ 1, 20__

and in connection therewith does hereby represent, warrant and certify to the Municipality as follows:

1. The total amount paid by the Owner to the Municipality pursuant to the levy of the Municipality Sales Tax for the above period is \$_____.

2. The Owner is in full compliance with the agreements and covenants thereof under the Agreement and no Event of Default, or any event which upon notice, or lapse of time, or both shall become an Event of Default, has occurred and is continuing.

3. The Agreement is in full force and effect.

4. The Owner is in full compliance with all applicable ordinances and regulations of the Municipality.

Capitalized terms used herein shall have the respective meanings assigned in the above Agreement.

In Witness Whereof, the undersigned Owner has caused this instrument to be executed in its name, under seal, by an officer thereof duly authorized thereunto.

Armstrong Development Group, LLC
as Owner

By _____

Its _____

ORDINANCE NUMBER 2692

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 (residential district) to Vestavia Hills B-1.2 (neighborhood mixed use district):

3104 Timberlake Road
Andree Joyce Stoves, Owner(s)

More particularly described as follows:

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

Commence at a found 2 inch pipe marking the SE corner of said SW $\frac{1}{4}$ of said Section 27; thence run North 00 degrees 08 minutes 07 seconds West along the East line thereof for a distance of 285.29 feet to point on the Northeaster-more right of way or Cahaba River Road (Old Highway 280; thence leaving said East line run North 54 degrees 21 minutes 32 seconds West along said right of way for a distance of 18.49 feet to a set 5/8 inch capped rebar stamped CA0560LS marking the POINT OF BEGINNING of the parcel herein described; thence continue North 54 degrees 21 minutes 32 seconds West along said right of way for a distance of 203.09 feet to set 5/8 inch capped rebar stamped CA-560LS; thence continue along the last described course for a distance of 13.30 feet to a found 5/8 inch capped rebar stamped WSE, said point marking the SE corner of Lot 1 off the 4700 Colonnade Subdivision as recorded in Map Book 243, Page 82 in the Office of the Judge of Probate, Jefferson County, Alabama; thence leaving said right of way run North 01 degrees 07 minutes 36 seconds East along the East line of said Lot 1 for a distance of 181.16 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence leaving said lot line run South 76 degrees 45 minutes 07 seconds East for a distance of 16.28 feet to a 5/8 inch capped rebar stamped CA-5460LS; thence continue South 76 degrees 45 minute 07 seconds East for a distance of 160.08 feet to a set nail in the Timberlake Road; thence run South 00 degrees 08 minutes 07 seconds East parallel to the East line of said quarter Section for a distance of 266.80 feet to the point of beginning. Said parcel containing 39,038 square feet or 0.90 acres more or less.

BE IT FURTHER ORDAINED that upon completion of the development and prior to the issuance of a Certificate of Occupancy, signage to deter traffic from continuing on Timberlake Drive shall be installed and visible from the accesses to and from the property.

APPROVED and ADOPTED this the 23rd day of January, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

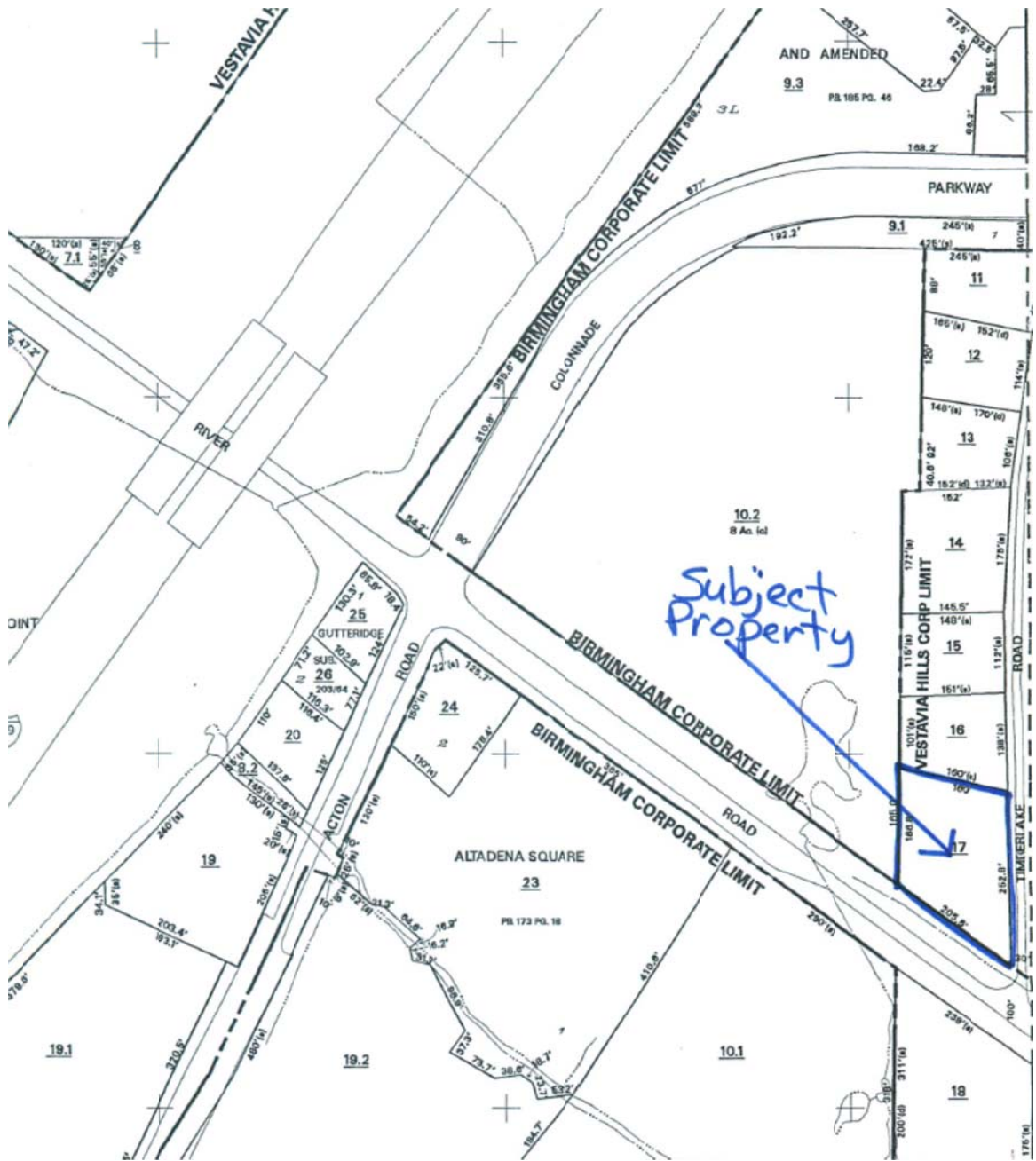
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2692 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 23rd day of January, 2017 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2017.

Rebecca Leavings
City Clerk



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

Date: DECEMBER 8, 2016

- **CASE:** P-1216-47
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-1 To Vestavia Hills B-1.2
- **ADDRESS/LOCATION:** 3104 Timberlake Rd.
- **APPLICANT/OWNER:** Andree Joyce Stoves
- **REPRESENTING AGENT:** Todd Thompson
- **GENERAL DISCUSSION:** Property is on the corner of Timberlake Dr. and Cahaba River Rd. Applicant is seeking rezoning to build a Slice Pizza and Brewhouse (2,800 sq. ft. +/-). The proposed building meets all requirements of a B-1.2 zoning, including parking and buffering. The 8' sidewalk would run along both Timberlake Dr. and Cahaba River Rd. Developers will also be responsible for making improvements to Timberlake Rd. up to their entrance. A proposed site plan, landscaping plan, and renderings are attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for limited 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.

City Planner Recommendation: Recommend approval based on plan and renderings.
 2. **City Engineer Review:** I have reviewed the application and have no issues with the 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 rezoning approval of 3104 Timberlake Rd. from Vestavia Hills R-1 To Vestavia Hills B-1.2 with the following condition:

1. Appropriate signage is installed to deter drivers from continuing down Timberlake Rd.

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

Mr. Goodwin – yes

Mr. Brooks – yes

Mr. Goodwin – yes

Mr. Wolfe – yes

Mr. Larson – yes

Motion carried

Mr. Burrell – yes

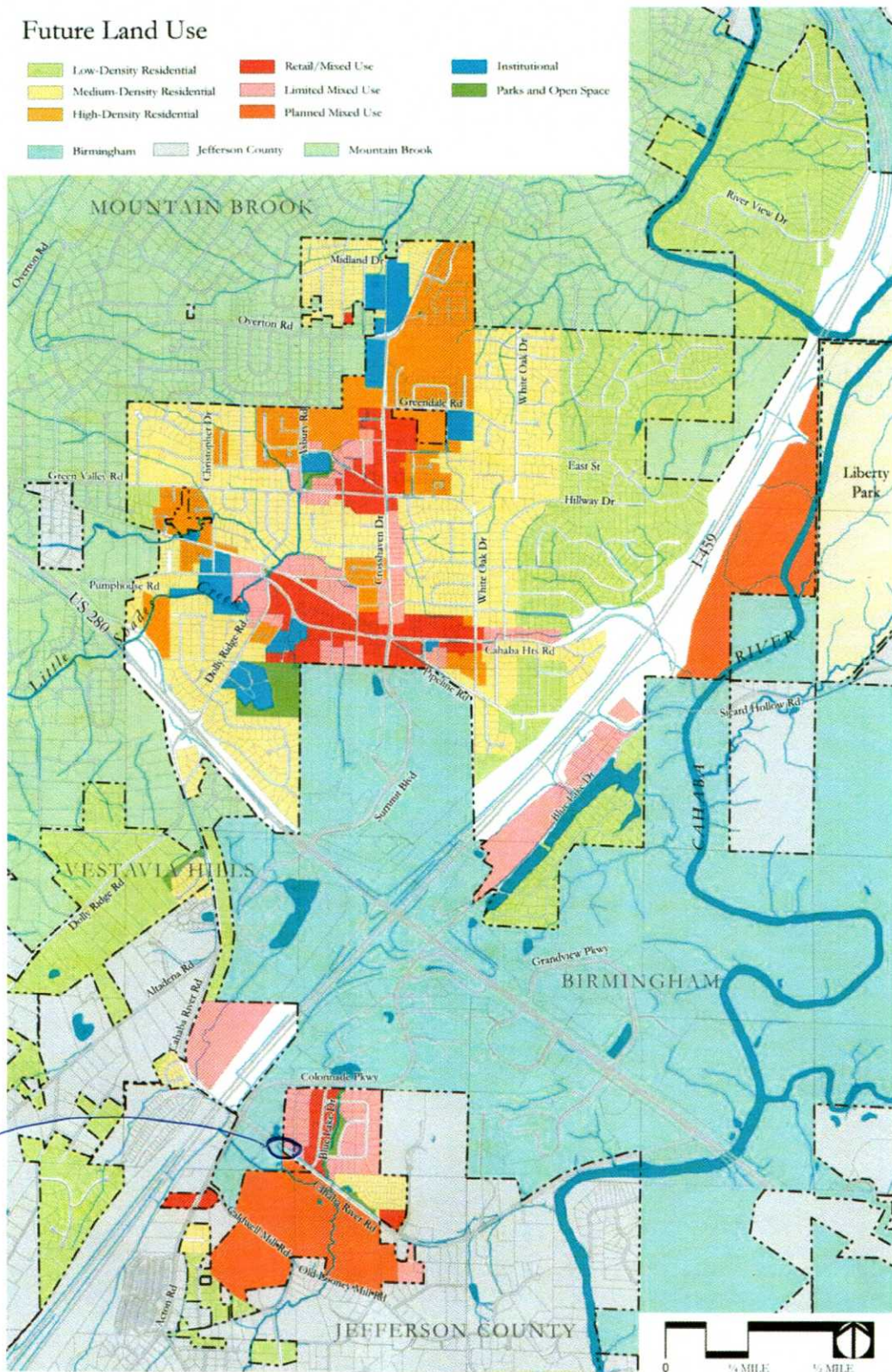
Mr. Weaver – yes

Mr. Gilchrist – yes

Mr. Cobb – yes

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 |



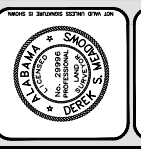
Subject Property

Figure 4: Future Land Use Map

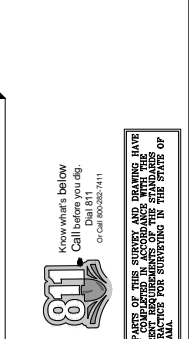
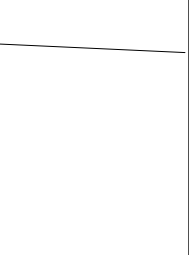
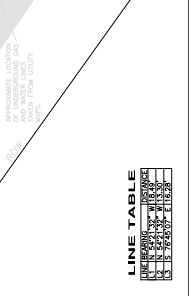
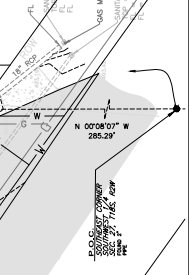
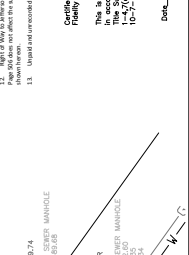
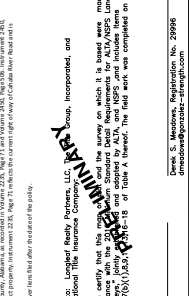
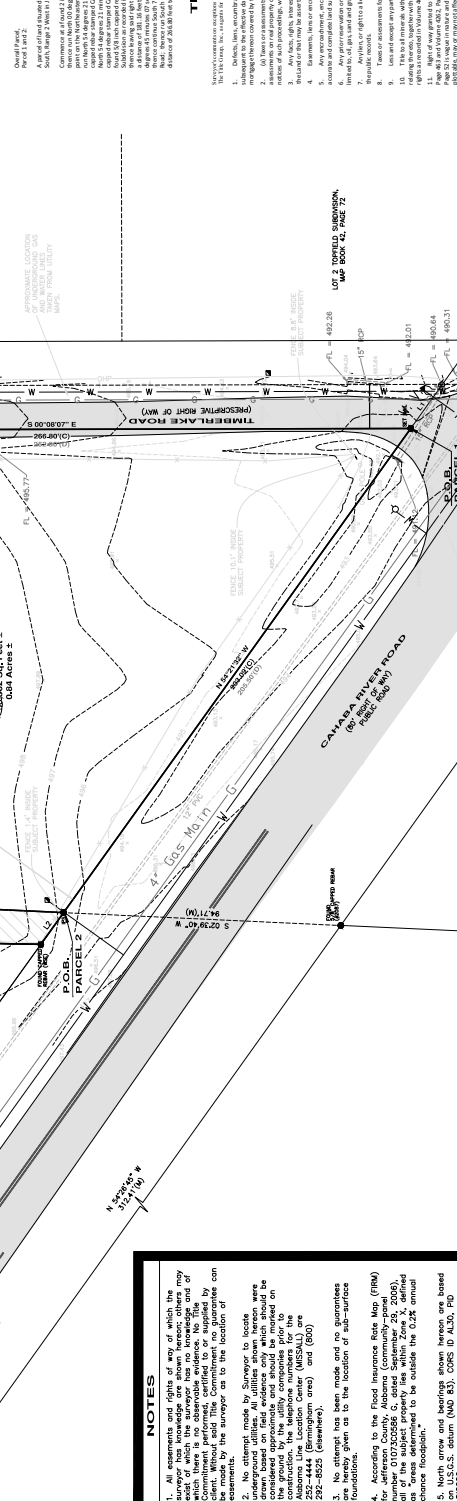
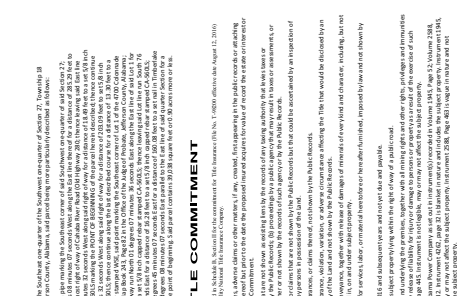
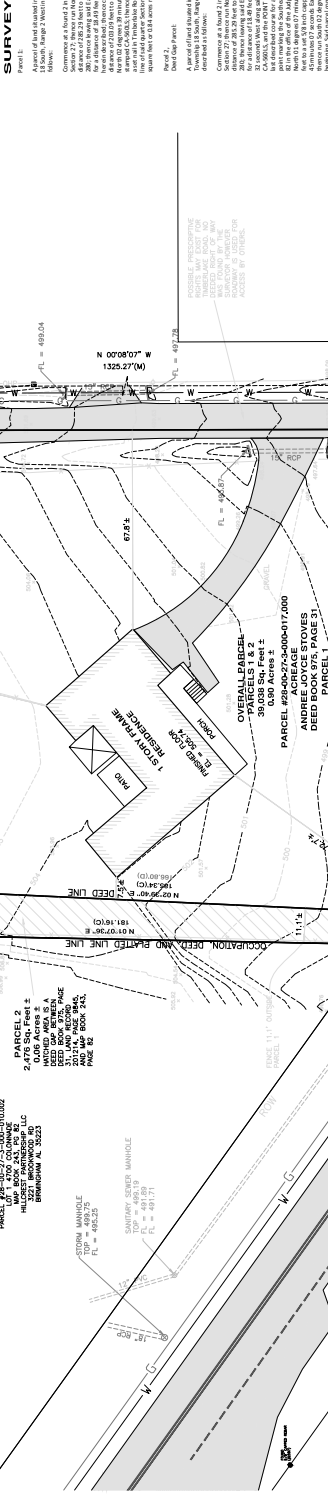
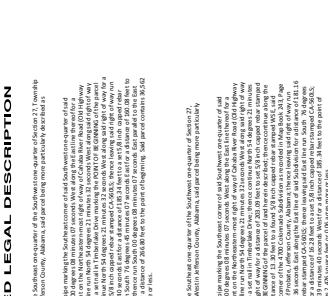
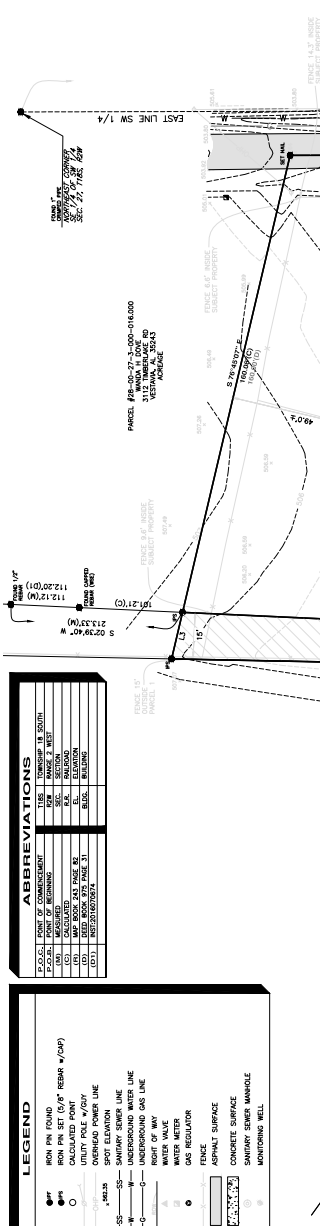
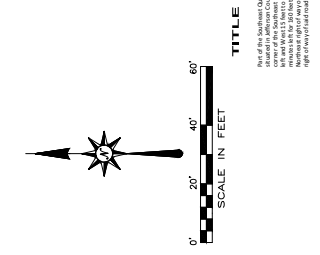
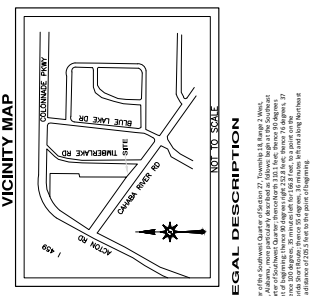
NO.	DESCRIPTION	DATE
1	REVISIONS	
SECTION 27		
TOWNSHIP 18 SOUTH		
RANGE 2 WEST		

3104 TIMBERLAKE ROAD
ALTOPS LAND TITLE SURVEY
 FOR
LONGLEAF REALTY PARTNERS, LLC
 VESTALIA, ALABAMA
 LAST FIELD SURVEY DATE: 12/20/2018
 DRAWN BY: J.E. HARRIS
 CHECKED BY: J.E. HARRIS
 FIELD BOOK NO.: 100
 SHEET NO.: 15
 COMPARATIVE P.L. NO.: 100
 COUNTY: 18 SOUTH
 RANGE: 2 WEST

GONZALEZ - STRENGTH & ASSOCIATES, INC.
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION
 2747 HOOVER, ALABAMA 35244
 PHONE: (205) 962-3283
 FAX: (205) 962-3283
 WWW.GONZALEZ-STRENGTH.COM
 © Copyright 2018



DATE: 12/20/2018
 SHEET NO.: 15 OF 15
 PROJECT NO.: 2018-001



DATE: 12/20/2018
 SHEET NO.: 15 OF 15
 PROJECT NO.: 2018-001



Rev.	Date	Revision

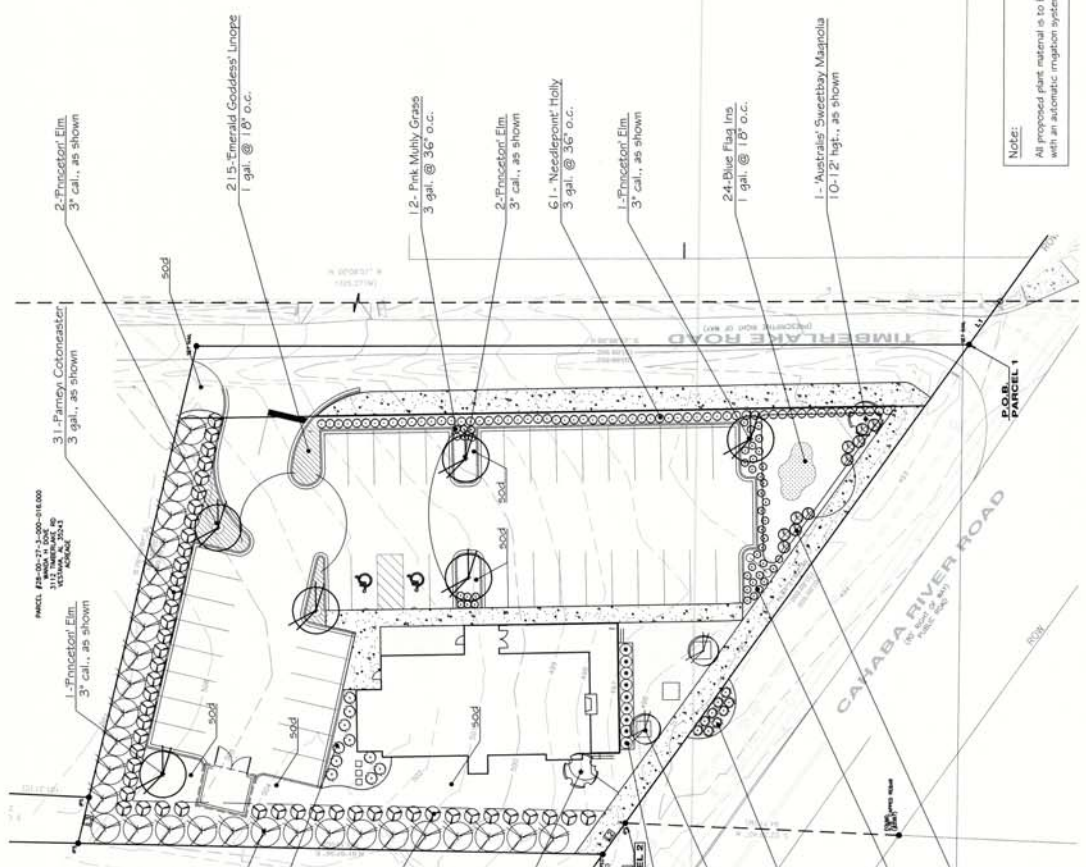
11/16/16



SCALE 1" = 30'

Note:
All proposed plant material is to be watered with an automatic irrigation system.

Qty.	Scientific Name	Common Name	Size	Spacing	Remarks
29	<i>Liberty Holly</i>	Liberty Holly	5'-6" hgt., as shown	as shown	1/2" cal. 1/2" o.c.
10	<i>Winter Honeyuckle</i>	Winter Honeyuckle	3 gal., @ 48" o.c.	as shown	1/2" cal. 1/2" o.c.
19	<i>Fancy Cotoneaster</i>	Fancy Cotoneaster	3 gal., as shown	as shown	1/2" cal. 1/2" o.c.
1	<i>Australia Sweetbay Magnolia</i>	Australia Sweetbay Magnolia	10-12' hgt., as shown	as shown	1/2" cal. 1/2" o.c.
3	<i>Pink Muhly Grass</i>	Pink Muhly Grass	3 gal., @ 36" o.c.	as shown	1/2" cal. 1/2" o.c.
2	<i>Fraxinoid Elm</i>	Fraxinoid Elm	3" cal., as shown	as shown	1/2" cal. 1/2" o.c.
6	<i>Needlepoint Holly</i>	Needlepoint Holly	3 gal., @ 36" o.c.	as shown	1/2" cal. 1/2" o.c.
1	<i>Fraxinoid Elm</i>	Fraxinoid Elm	3" cal., as shown	as shown	1/2" cal. 1/2" o.c.
2	<i>Autumn Brilliance Serviceberry</i>	Autumn Brilliance Serviceberry	10-12' hgt., as shown	as shown	1/2" cal. 1/2" o.c.
9	<i>Dor's Dwarf Wax Myrtle</i>	Dor's Dwarf Wax Myrtle	5 gal., @ 48" o.c.	as shown	1/2" cal. 1/2" o.c.
33	<i>Pink Muhly Grass</i>	Pink Muhly Grass	3 gal., @ 36" o.c.	as shown	1/2" cal. 1/2" o.c.
10	<i>Virginia Sweetspire</i>	Virginia Sweetspire	3 gal., @ 48" o.c.	as shown	1/2" cal. 1/2" o.c.



PROJECT #16-02-27-1-000-016-000
3117 WOODLAND BLVD
BIRMINGHAM, AL 35244



