

**Vestavia Hills
City Council Agenda
March 27, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Tyler Hopkins, Minister of Community Connection, Vestavia Hills United Methodist Church
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
 - a. Board of Education Applications
6. City Manager's Report
7. Councilors' Reports
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval of Minutes –March 13, 2017 (Regular Meeting)

Old Business

10. Ordinance Number 2695 – An Ordinance Granting Conditional Use Approval For A Home Occupation For The Property Located At 517 Lake Colony Way; Lot 17, Vestlake Village, 4th Sector, Phase 1; Eric L. Eitzen, Owner
11. Ordinance Number 2696 – Rezoning – 4553 And 4557 Pine Tree Circle; Lots 14 & 15, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills B-1 (Neighborhood Business District); Bobby And Judy Long And Edward And Marion Jones, Owners

New Business

12. Resolution Number 4932 – A Resolution Authorizing The Mayor And City Manager To Enter Into A First Amendment To The Remediation Agreement Regarding Property Located At 1756 Indian Creek Drive, Vestavia Hills, AL 35243
13. Resolution Number 4933 – A Resolution Changing The City Officials Designated And Authorized To Sign For Certificates Of Deposit At Wells Fargo Bank
14. Resolution Number 4934 – A Resolution Changing The City Officials Designated And Authorized To Sign For Certificates Of Deposit At The Bryant Bank

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

15. Resolution Number 4935 – Accepting A Sanitation Bid For The City Of Vestavia Hills, Alabama (*public hearing*)
16. Resolution Number 4936 – Authorizing A General Fund Supplemental Appropriation And Authorizing The City Manager To Employ A Communication Manager (*public hearing*)
17. Ordinance Number 2702 - An Ordinance Authorizing And Directing The Purchasing And Closing Of The Sale Of Real Estate
18. Citizen Comments
19. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MARCH 13, 2017

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 City Clerk called the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Jason Hardin, Police Captain
Kevin York, Police Captain
Brian Gilham, Police Captain
Jim St. John, Fire Chief
Marvin Green, Deputy Fire Chief
Terry Ray, Deputy Fire Chief
Melvin Turner, Finance Director
George Sawaya, Asst. Treasurer
Brian Davis, Public Services Director
Christopher Brady, City Engineer

Invocation was given by Dr. Scott Guffin, Pastor, Liberty Park Baptist Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mayor Curry welcomed and recognized volunteers Donald Harwell, who serves on the Birmingham Transit Authority representing the City, and Anna Gualano, representing the Library Board.
- Mr. Pierce welcomed Taylor Burton and Gary Jordan, Chamber of Commerce Board members.
- The Mayor welcomed Karen Odle, President of the Chamber of Commerce.

PRESENTATION – TIM ALEXANDER – UAB ATHLETICS

Tim Alexander thanked the City Council for their support of UAB Football last year and announced other UAB athletic teams that have excelled in their independent supports. He indicated they want to always recognize the students who have academic achievements and to add an incentive. He asked for a donation equal to the City's population to purchase tickets to disperse to the students here in Vestavia Hills so they could use them to go to the various sports events.

PROCLAMATION

The Mayor presented a proclamation designating April 18, 2017, as a "Day of Prayer and Thanksgiving." Mr. Downes read the proclamation.

The Mayor stated that the annual Mayor's Prayer Breakfast will be held at the Vestavia Hills Country Club beginning at 7:30 AM on April 18, 2017. He stated that tickets are on sale now.

CITY MANAGER'S REPORT

- Mr. Downes invited Brian Davis to address the Council on Keep Vestavia Beautiful cleanup day.
 - Mr. Davis explained that this weekend was the 2nd annual "Keep Vestavia Beautiful" cleanup day. He showed pictures that were taken of areas of the City where cleanup occurred. He indicated that the Board has stated they would like to allow companies to have monthly cleanups in areas around the City. He stated that ALDOT partnered with the City and has given \$1,000 to be used toward the purchase of bags, vests and cleanup aids.
- Mr. Downes updated the Council on the progress of "Community Spaces Plan" including an RFP for a program manager to oversee the various areas of the plan. He stated that he has received the notices of intent to propose.
- Mr. Downes stated that the City has begun a program to let the public and local businesses know of the existing sign ordinance and the intent to begin enforcement of said ordinance. He stated that they have partnered with the Chamber of Commerce and introduced a video that gives a lighthearted approach to the enforcement but allows the public to know that there is an ordinance to be enforced. There will be a warning period followed by enforcement and eventual removal of illegal signage around the City.
- Mr. Downes updated the Council on the progress of the resurfacing of Sicard Hollow Road. A meeting will be held tomorrow with an expected notice to

- proceed to allow the contractor to commence the repairs/resurfacing. The County is leading this project but he stated that he hopes to see the work begin soon.
- Councilor Pierce stated there were instances of construction violations pursuant to the noise ordinance that occurred last weekend. Start times are weekdays at 7 AM to 10 PM. All weekend and nighttime work requires a waiver approved by the City Manager. Mr. Davis stated that the desk sergeant can be reached at 978-0140 to dispatch police to check suspected violations of the ordinance.

COUNCILOR REPORTS

- Mrs. Cook announced that the City Council will be accepting applications for an upcoming vacancy on the Vestavia Hills Board of Education. Applications will be available as of noon tomorrow at the public notice portion of the city's website. She advised applicants to become familiar with the actions of the Board through minutes, agendas and videos, which can be accessed on the Board's website. She stated that the deadline for application will be April 10, 2017, at 5 PM. The application may be obtained on the public notice page of the city's website. The Council will announce the appointment at the April 24th meeting and the member will take office at the regular meeting in June.
- Mrs. Cook stated that the Vestavia Hills Board of Education meeting will begin at 6 PM on Wednesday, March 22nd, with possibly a work session that might occur before that date. Mrs. Cook indicated that there should be a recommendation from the Superintendent regarding the school facility plan brought forward at the March 22 meeting, with a possible vote in April.
- Mr. Pierce announced the regular Chamber luncheon will be held at the Vestavia Hills Country Club. The Community Spaces project will be the topic.
- Mr. Weaver stated that a request for rezoning was heard last week and did not receive a favorable report from the Commission. He stated that he should be able to provide more information to the Council at a later date.
- The Mayor stated that Monday, March 20, 2016, beginning at 6 PM, in lieu of the regular Work Session, a Town Hall meeting will be held to make everyone aware of the Help the Hills program, which raises awareness about drug abuse in the Community. He invited everyone to attend, stating that this is critical to the community.
- The Mayor deferred comments concerning some legislation that has been occurring during the current season that can impact the City. He stated that a Resolution will be requested, via unanimous consent, later in the meeting.

APPROVAL OF MINUTES

The minutes of the February 20, 2017 (Work Session) and February 27, 2017 (Regular Meeting) were presented for approval:

MOTION Motion to dispense with the reading of the minutes of February 20, 2017 (Work Session) and approve them as presented was by Mr. Weaver and second by Mr. Head. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

MOTION Motion to dispense with the reading of the minutes of February 27, 2017 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4926

Resolution Number 4926 – Annexation – 90-Day – 3139 Renfro Road; Lot 9, Block 2, S. Vestavia Estates; Pamela and Joey Snow, Owners (*public hearing*)

MOTION Motion to approve Resolution Number 4926 was by Mr. Pierce and second was by Mr. Weaver.

Mr. Pierce read the report from the Standing Annexation Committee. The Committee determined that the subject property was contiguous to the City, compatible in land use and located within the area depicted in the 2006 Task Force Report. The individual household appraised value through Jefferson County is \$419,500.

Mr. and Mrs. Joey Snow were present for this request. He explained that this should have been done years ago, but there was always something that prevented it. They addressed the Council stating that the time is right and they want to be a part of the community.

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.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

ORDINANCE NUMBER 2697

Ordinance Number 2697 – Annexation – Overnight – 3139 Renfro Road; Lot 9, Block 2, S. Vestavia Estates; Pamela and Joey Snow, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2697 was by Mr. Weaver and second was by Mr. Head.

The Mayor indicated that this is the overnight annexation of the same property.

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.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 4927

Resolution Number 4927 – Annexation – 90-Day – 2696 Altadena Road; Lot 1-A, Resurvey of Lot 1, Altadena Park; Curtis and Lisa Martin, Owners (public hearing)

MOTION Motion to approve Resolution Number 4927 was by Mrs. Cook and second was by Mr. Weaver.

Curtis Martin was present in regard to this request.

Mr. Pierce read the report from the standing Annexation Committee. The committee determined that the subject property was contiguous to the City, compatible in land use and located within the area depicted in the 2006 Task Force Report. The City Engineer recognized a drainage pipe that needed clearing and the individual household appraised value through Jefferson County is \$367,000.

Mr. Brady stated that the repairs for the pipe have been addressed.

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.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

ORDINANCE NUMBER 2698

Ordinance Number 2698 – Annexation – Overnight – 2696 Altadena Road; Lot 1-A, Resurvey of Lot 1, Altadena Park; Curtis and Lisa Martin, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2698 was by Mr. Cook and second was by Mr. Weaver.

The Mayor indicated that this is the overnight annexation of the same property.

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.

Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

RESOLUTION NUMBER 4928

Resolution Number 4928 – Annexation – 90-Day – 2611 April Drive, Lot 9, Altadena Acres; Charles and Stephanie Langner, Owners (public hearing)

MOTION Motion to approve Resolution Number 4928 was by Mr. Weaver and second was by Mr. Head.

Mr. Pierce read the report from the standing Annexation Committee. The committee determined that the subject property was contiguous to the City, compatible in land use and located within the area depicted in the 2006 Task Force Report. The City Engineer recognized a drainage area in the front and the individual household appraised value through Jefferson County is \$270,600.

Mr. Weaver asked for an explanation of the City’s 2006 annexation task force report.

Mr. Pierce stated that an in-depth review was done of potential annexations in and around the City. He stated that the findings identified favorable annexations within the existing areas of the City instead of new territory.

Mr. and Mrs. Langner were present in regard to this request.

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.

Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

ORDINANCE NUMBER 2699

Ordinance Number 2699 – Annexation – Overnight – 2611 April Drive, Lot 9, Altadena Acres; Charles and Stephanie Langner, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2699 was by Mr. Weaver and second was by Mrs. Cook.

The Mayor indicated that this is the overnight annexation of the same property.

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.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 4929

Resolution Number 4929 – Annexation – 90-Day – 2470 Dolly Ridge Trail; Lot 5, Block 2, Dolly Ridge Estates, 1st Add; Matthew and Jessica Jones, Owners (public hearing)

MOTION Motion to approve Resolution Number 4929 was by Mr. Cook and second was by Mr. Pierce.

Mr. Pierce read the report from the standing Annexation Committee. The Committee determined that the subject property was contiguous to the City, compatible in land use and located within the area depicted in the 2006 Task Force Report. The City Engineer identified a drainage pipe that needed clearing and the individual household appraised value through Jefferson County is \$206,300. He indicated that the City Engineer has confirmed that the repairs have occurred.

Mr. Jones was present in regard to the request. He stated that they purchased the property just a few months ago after relocating from Mobile. He stated that they want to be a part of the City and that his wife grew up here.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, asked the value of the property. Mr. Pierce stated that it was approximately \$206,000.

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

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

ORDINANCE NUMBER 2700

Ordinance Number 2700 – Annexation – Overnight – 2470 Dolly Ridge Trail; Lot 5, Block 2, Dolly Ridge Estates, 1st Add; Matthew and Jessica Jones, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2700 was by Mr. Cook and second was by Mr. Weaver.

The Mayor indicated that this is the overnight annexation of the same property.

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.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 4906

Resolution Number 4906 – A Resolution Authorizing The Mayor And City Manager To Appropriate Funding And To Execute And Deliver Agreements For Whiteway Lighting In The Right-Of-Way Of Highway 31 (public hearing)

Mr. Downes stated that this has been discussed at length at previous work sessions and entails an upgrade of the lighting along Montgomery Highway. ALDOT limited the fixtures to two specific types and responses to the RFP were received from three companies. The specifications included the fixtures as well as the required wiring. He stated that the cost of the project as well as the savings are detailed on a chart that was shown to the Council. He explained the proposed funding, through Capital Funds and the savings, would be from gas taxes. He stated that Innovis was the lowest responsible bidder.

Randall Pitts from Innovis was present to answer questions from the Council. The agreements have been reviewed and redrafted by Mr. Boone.

MOTION Motion to approve Resolution Number 4906 was by Mr. Weaver and second was by Mr. Pierce.

Mr. Boone explained the requirements of the energy savings law and how this proposal was made to comply. He stated that the contractor will submit a performance bond, a payment bond, a bond to guarantee that the savings will actually occur for the City and, finally, the contractor will provide a certificate of insurance naming the City as an additional insured.

Mrs. Cook stated that this company has done work for Mountain Brook and Columbiana and asked if we had checked with either of those cities to see if the work was completed satisfactorily.

Mr. Downes stated that Mountain Brook recommended the work of the contractor.

Mr. Pierce asked about the poles required.

Mr. Davis stated that the poles are already installed and existing.

Mr. Pitts stated that 8 weeks is the lead time, but he hopes they can start getting the units shipped in phases and the perform the work as they arrive.

Mrs. Cook asked about lane closures.

Mr. Pitts stated that installation should not affect any lanes of traffic, but they have budgeted for off-duty police officers if they are needed.

Discussion ensued concerning rewiring, re-snaking lines, wiring breaks, photo-cells to determine the off/on of lighting, Christmas decorations, etc.

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.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4930

Resolution Number 4930 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

MOTION Motion to approve Resolution Number 4930 was by Mr. Weaver and second was by Mr. Head.

Mr. Downes explained that this Resolution declares three police motorcycles as surplus because they are no longer of use to the City.

There being no one to address the Council, the Mayor called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

The Mayor stated that it has come to his attention that there is proposed legislation being considered by the legislature that would be detrimental to the city's interest. He explained that the Senate recently approved Senate Bill 31, which exempts prescription drug sales from business license fee calculations, which would negatively impact city revenues. A companion bill is currently being considered by the House. He stated that he is concerned about the passage of this bill and its negative effect on city revenue. He opened the floor for a motion.

MOTION Motion for unanimous consent for the immediate consideration and action on Resolution Number 4931 was by Mr. Weaver and second was by Mr. Cook. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 4931

Resolution Number 4931 – A Resolution Opposing The Adoption Of Senate Bill 31 (House Bill 48) By The Alabama Legislature

Mr. Pierce asked whether the Mayors Association lobbyists had advocated on behalf of cities for this bill.

MOTION Motion to approve Resolution Number 4931 was by Mr. Pierce and second was by Mr. Weaver.

Mayor Curry opened the floor for a public hearing. There being no one to address the Council, the Mayor called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

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

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on March 27, 2017 at 6:00 PM.

- Ordinance Number 2695 – An Ordinance Granting Conditional Use Approval For A Home Occupation For The Property Located At 517 Lake Colony Way; Lot 17, Vestlake Village, 4th Sector, Phase 1; Eric L. Eitzen, Owner
- Ordinance Number 2696 – Rezoning – 4553 And 4557 Pine Tree Circle; Lots 14 & 15, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills B-1 (Neighborhood Business District); Bobby And Judy Long And Edward And Marion Jones, Owners

CITIZEN COMMENTS

David Harwell, 1803 Catala Road, commended George Pierce, for his volunteerism throughout activities in the city, and Mayor Curry, who participates as team leader for a car ministry at Vestavia Hills United Methodist Church. He stated that the car ministry has a wonderful team and obtains vehicles for people who are in need. These are two very worthy individuals who volunteer their time for the betterment of the community.

Mr. Weaver thanked Mr. Pierce for coming out and throwing the first pitch of the season at 8:30 in the morning. He stated it was 39 degrees, but he was nice enough to come and pitch.

Mayor Curry represented the City when he placed a ball on the tee for t-ball.

Donald Harwell 1357 Willoughby Road, stated that today the Council had mentioned "thanking volunteers" and he thanked the Council for providing city representation on the Birmingham Jefferson County Transit Authority, because Vestavia Hills is one of the three cities that have this representation.

Mr. Pierce asked if there will be a law enforcement official available during the construction on Willoughby Road. Mr. Brady stated they plan to just close the road to local traffic.

At 7:15 PM, Mr. Weaver made a motion to adjourn, seconded by Mr. Pierce. The meeting adjourned at 7:16 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2695

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

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

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

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

WHEREAS, Eric L. Eitzen is the owner of the property located at 517 Lake Colony Drive, currently zoned Vestavia Hills PUD PR-1 (planned unit development planned residential district) more particularly described as Lot 17, Vestlake Village, 4th Sector, Phase 1; and

WHEREAS, Eric L. Eitzen has submitted application for Conditional Use Approval for a home occupation to be operated in his residence located at 517 Lake Colony Drive, Vestavia Hills, Alabama located in the Liberty Park P.U.D.; and

WHEREAS, Eric L. Eitzen has indicated in his application for Conditional Use Approval that he will operate an office for his construction cost estimating business out of his home pursuant to the specifications of a home occupation; and

WHEREAS, a copy of said application dated December 23, 2016 is attached and hereby incorporated into this Ordinance Number 2695.

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

1. Conditional Use Approval is hereby approved for Eric L. Eitzen for a home occupation as described in the above-referenced application for his residence located at 517 Lake Colony Drive, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the provisions outlined in Article 9 of the Vestavia Hills Zoning Code as follows:
 - a. “Home occupation is defined as any use customarily conducted entirely within a dwelling and carried on solely by the inhabitant thereof, and which use is clearly incidental, accessory, subordinate and secondary to the use of the dwelling for dwelling purposes, and does not change the character of the dwelling itself or any part of parcel of property in the neighborhood surrounding said dwelling; and
 - b. Home occupations shall be conducted only in the main dwelling building on the lot. No more than twenty-five percent (25%) of the said dwelling may be used for a home occupation; and
 - c. There shall be no public display of goods and absolutely no commodities sold on the premises; and
 - d. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation; and
 - e. No home occupation or profession shall be permitted if such occupation creates noise, odors, vibrations or traffic which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned; and

- f. In order to be a permitted home occupation or profession, the use must be one which is habitually, customarily and commonly established as a reasonable incidental, accessory, subordinate and secondary use; and
 - g. Operation of any and all other business of any nature in residential zones is expressly prohibited; and
 - h. The activity carried on as home occupation shall be limited to the hours between 7:00 AM and 10:00 PM; and
 - i. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle and no additional traffic shall be generated by said Conditional Use; and
 - j. No persons other than members of the family residing on the premises shall be employed by the home occupation; and
2. Conditional Use Approval is further conditioned upon and subject to all applicable private and restrictive covenants attached to the property located at said property in the Liberty Park P.U.D.
 3. A City of Vestavia Hills Business License shall be issued upon application and payment by Eric L. Eitzen working subject to the rules and regulations outlined in the Vestavia Hills Business License Code and shall be renewed each year that the home occupation is operated from the said property located in the Liberty Park P.U.D.
 4. At any time should Eric L. Eitzen vacate the premises located at 517 Lake Colony Drive, Vestavia Hills, Alabama, discontinue or relocate this business,

this Conditional Use Spproval shall be nullified and said Ordinance Number 2695 shall be automatically repealed.

5. This Ordinance Number 2695 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 27th day of March, 2017.

Ashely 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 # 2695 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of March, 2017 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

2018 DEC - 7 PM 3:30

I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered.** All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which is shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. ***No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

II. APPLICANT INFORMATION: (owner of property)

NAME: MR. ERIC L. EITZEN

ADDRESS: 517 LAKE COLONY DRIVE
VESTAVIA HILLS, AL 35242

MAILING ADDRESS (if different from above) —

PHONE NUMBER: Home (205) 969-3589 ^{CELL} Office (205) 915-2354

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: NONE

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 709.5.A.1.b of the Vestavia Hills Zoning Code.

OF ORDINANCE NUMBER 1838

Current Zoning of Property: VESTAVIA HILLS PUD-PR-1

Requested Conditional use For the intended purpose of: CONSULTING BUSINESS -

CONSTRUCTION COST ESTIMATING / PRECONSTRUCTION SERVICES

(Example: From "VH R-1" to "VH O-1" for office building)

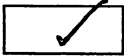
if additional information is needed, please attached full description of request

IV. PROPERTY DESCRIPTION: (address, legal, etc.)

LOT 17, VESTLAKE VILLAGE 4TH SECTOR PHASE 1, MAP VOLUME 188, pg 9
(LAKE COLONY) 517 LAKE COLONY DRIVE, VESTAVIA HILLS, AL 35242

Property size: ~206.3' feet X ~119.4' feet. Acres: 0.56

V. INFORMATION ATTACHED:



Attached Checklist complete with all required information.



Application fees submitted.

VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

[Signature]
Owner Signature/Date

N.A.
Representing Agent (if any)/date

Given under my hand and seal
this 7 day of December, 2016.

[Signature]
Notary Public

My commission expires 09-23-2019 / September
day of 23, 2019.





November 20, 2016

LIBERTY PARK JOINT VENTURE, LLP

8000 Liberty Parkway, Suite 114

Vestavia Hills, Alabama 35242

ATTN: Ms. Pam Eaton

Executive Administrator - Master Owners' Association

VIA E-MAIL: arc-moa@libertypark.com

RE: Conditional Use Approval
517 Lake Colony Drive, Vestavia Hills, AL 35242

Dear Ms. Eaton:

I am seeking to obtain a Conditional Use Approval from the City of Vestavia Hills' Planning and Zoning Commission and City Council, allowing me to conduct business as a Home Occupation in Liberty Park. As such, I am first writing to seek approval from Liberty Park Joint Venture, LLP in regard to this matter.

My wife and I have lived in Liberty Park since 2003, during which time I have worked as Director of Preconstruction and a Partner at Robins & Morton. I have since decided to form an independent consulting business for the purpose of providing preconstruction services. First, let me assure you that my business would perform no actual construction, nor does it involve the use or presence of any commercial vehicles or signage or any type of thing that would be noticeable. Simply stated, my business involves the preparation of construction cost estimates for construction projects. More specifically, the conduct of my business would involve me reviewing construction drawings and specifications for commercial construction projects using specialized software programs on my home computer and providing clients with a professional opinion of the probable cost of construction, and periodically, traveling to the clients' offices for an occasional meeting or presentation.

I am the sole proprietor of my business and I have no employees, so there would be no employees coming and going from my home. As mentioned, meetings with my clients would always be held in their places of business, so there would be no traffic of that sort, either. My business involves no storage of inventory or other goods. Nor, would there be any business deliveries to my home, as my clients provide me with digital construction drawings (sent by e-mail), rather than conventional paper drawings delivered by courier. My business involves no type of repair work, and does not require or involve the presence of any vehicles or large equipment or machinery. In summary, the operation of the business from my home would not be visually or otherwise noticeable in any respects to my neighbors or the casual observer.

I would sincerely appreciate your favorable consideration of my request. If you have any questions or if you need any references or additional information, I would be happy to provide it.

Sincerely,

Eric L Eitzen

Eric L. Eitzen
EITZEN Preconstruction Services

Attachments: Weygand Survey - Lot 17, Vestlake Village

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

Date: JANUARY 12, 2017

- **CASE:** P-0117-02
- **REQUESTED ACTION:** Conditional Use Approval for a home based business
- **ADDRESS/LOCATION:** 517 Lake Colony Dr.
- **APPLICANT/OWNER:** Eric Eitzen
- **GENERAL DISCUSSION:** The applicant wishes to conduct a home based business in Liberty Park. As required by the Liberty Park PUD a conditional use permit is required for a home based business. A description of the applicants business, as well as an approval letter from Liberty Park is attached. The property is zoned PR-1.
- **LIBERTY PARK MASTER PLAN:** This request is consistent with the procedures of the Liberty Park PUD.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: I recommend the Commission recommend approval with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.
2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.
3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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

MOTION Mr. Gilchrist made a motion to recommend conditional use approval for a home occupation at 517 Lake Colony Dr. with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.

2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.

3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.

4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mr. House – yes
Mrs. Cobb – yes
Motion carried

Mr. Burrell – yes
Mr. Weaver – yes
Mr. Brooks – yes
Mr. Larson – yes

November 21, 2016

Rebecca Leavings, City Clerk
City of Vestavia Hills
Vestavia Hills City Hall
Vestavia Hills, Alabama 35216

Re: Eric L. Eitzen
517 Lake Colony Drive
Vestavia Hills, AL 35242

Dear Ms. Leavings:

We are writing in connection with the above matter. We understand Mr. Eric L., Eitzen is in the process of applying for a conditional use within the PR-1 (Planned Single-Family Residential) classification of the Liberty Park PUD to allow him to conduct a home occupation as a consultant in his residence.

We have no objection to the granting of the conditional use to allow a home occupation in this case, provided such use is made subject to the following restrictions:

1. There shall be no customer, client or employee traffic to, at or near the residence that is generated, directly or indirectly, by the home occupation;
2. There shall be no pick ups or deliveries to the residence that are related, directly or indirectly, to the home occupation, including without limitation, pick ups and deliveries by overnight courier services and pick ups and deliveries of inventory, samples or other goods and services related, directly or indirectly, to the home occupation;
3. There shall be no signage on the property related, directly or indirectly, to the home occupation; and
4. In all respects, there shall be no means, visual or otherwise, by which a casual observer would become aware that the residence is being used for any purpose other than strictly residential.

The foregoing restrictions are in keeping with the intent and spirit of the Liberty Park PUD and with the overall plan of development for Liberty Park as addressed in the Covenants, Conditions and Restrictions that are applicable to the subject property.

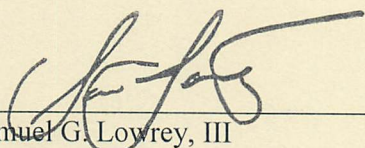
Rebecca Leavings
November 21, 2016
Page 2

Therefore, we respectfully request that if the Planning and Zoning Commission votes to approve the conditional use applied for in the above referenced matter, such approval will be made subject to the above and foregoing restrictions.

If you have questions or comments regarding this matter, or if we can assist in any other way, please call me at 281-3542.

Very truly yours,

LIBERTY PARK JOINT VENTURE, LLP

By: 
Samuel G. Lowry, III
Project Manager
and Authorized Representative

cc: Kathryn Carver, Esq.

ORDINANCE NUMBER 2696

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

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 (neighborhood business district):

4553 and 4557 Pine Tree Circle
Lots 14 & 15, Topfield Subdivision
Bobby and Judy Long and Edward and Marion Jones, Owner(s)

BE IT FURTHER ORDAINED that said zoning be contingent upon the following conditions:

1. Approval to be developed substantially as the site plan presented;
2. Building height limited to two (2) stories;
3. Buildings to be designed in a residential style;
4. Developers to construct a sidewalk along frontage of lots or contribute to the City's Sidewalk Fund an amount to be determined by the City Engineer based upon linear frontage and the cost of said sidewalk;
5. Lots must be resurveyed and platted as shown;
6. Private clubs, convenience stores and fast food restaurants are prohibited.

APPROVED and ADOPTED this the 27th day of March, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

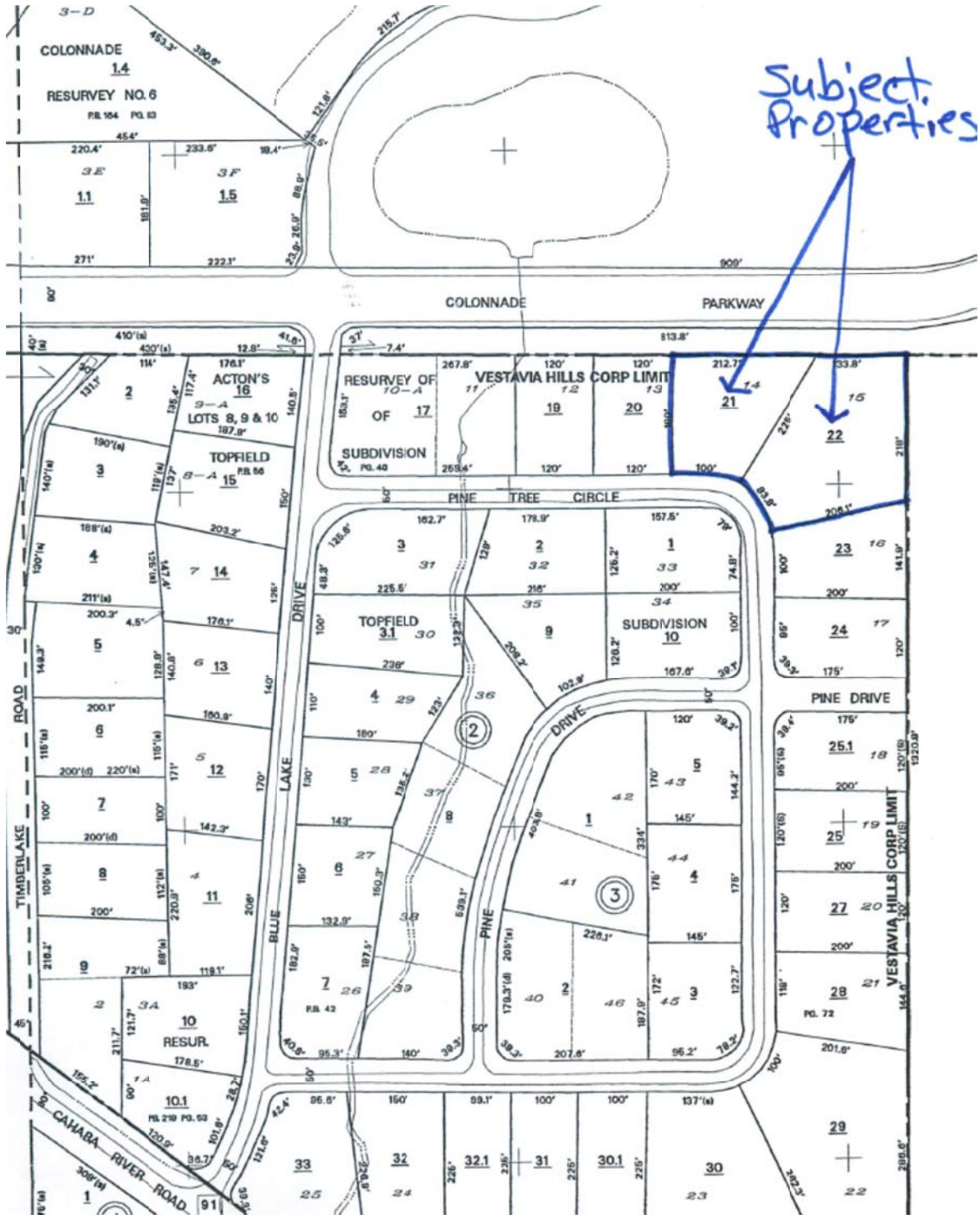
Rebecca Leavings
City Clerk

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 # 2696 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of March, 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: **JANUARY 12, 2017**

- **CASE:** P-1216-48
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-1 To Vestavia Hills B-1
- **ADDRESS/LOCATION:** 4557 & 4553 Pine Tree Circle
- **APPLICANT/OWNER:** Edward Jones & Marion Jones and Bobby & Judy Long
- **REPRESENTING AGENT:** Len Shannon
- **GENERAL DISCUSSION:** Property is on the NE corner of Pine Tree Circle. Applicants are seeking rezoning to build three buildings (17,654 sq. ft. +/-). The proposed building meets all requirements of a B-1 zoning, including parking and buffering. The property is bordered on both sides by R-1 zoning. The applicants show no sidewalks but staff asks that sidewalks be installed or the applicants contribute to the sidewalk fund as a condition of rezoning. No renderings have been included, however, staff asked that building design be residential in nature as a condition of rezoning (the architect for the project has designed other projects in the Blue Lake area). A proposed site plan and landscaping plan 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 with the following conditions:

 - A. Buildings be designed in a residential style;
 - B. Developers either build a sidewalk along their frontage or contribute to City sidewalk fund;
 - C. Lots must be resurveyed and plat recorded for zoning to take effect.

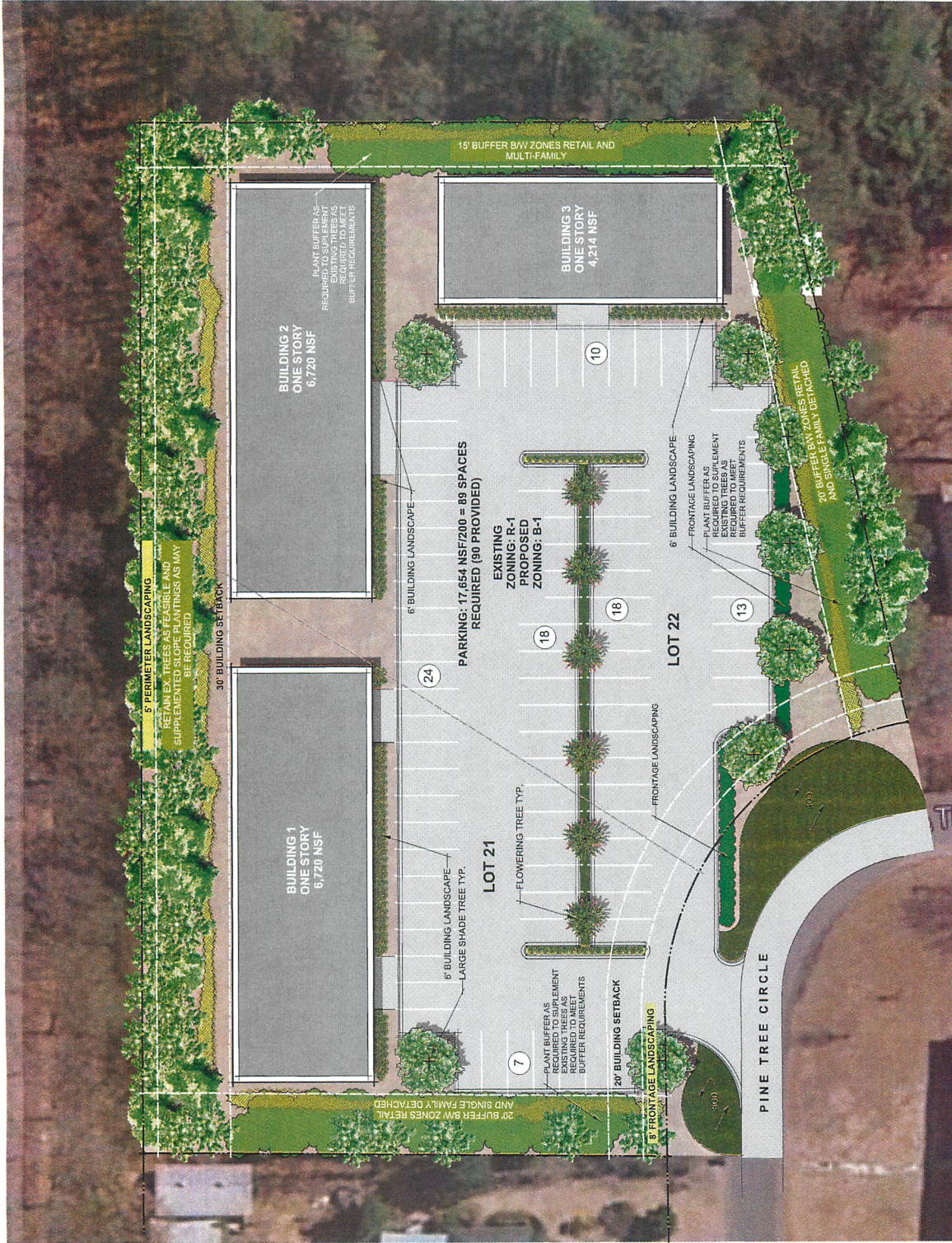
2. **City Engineer Review:** I have reviewed the application and will review drainage.
3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. House made a motion to recommend rezoning approval of 4557 & 4553 Pine Tree Circle from Vestavia Hills R-1 to Vestavia Hills B-1 with the following conditions:

- A. Approval be conditioned on the site plan presented;
- B. Building height limited to two (2) stories;
- C. Buildings be designed in a residential style;
- D. Developers either build a sidewalk along their frontage or contribute to City sidewalk fund;
- E. Lots must be resurveyed and plat recorded for zoning to take effect;
- F. Private clubs, convenience stores, and fast food restaurants are prohibited.

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

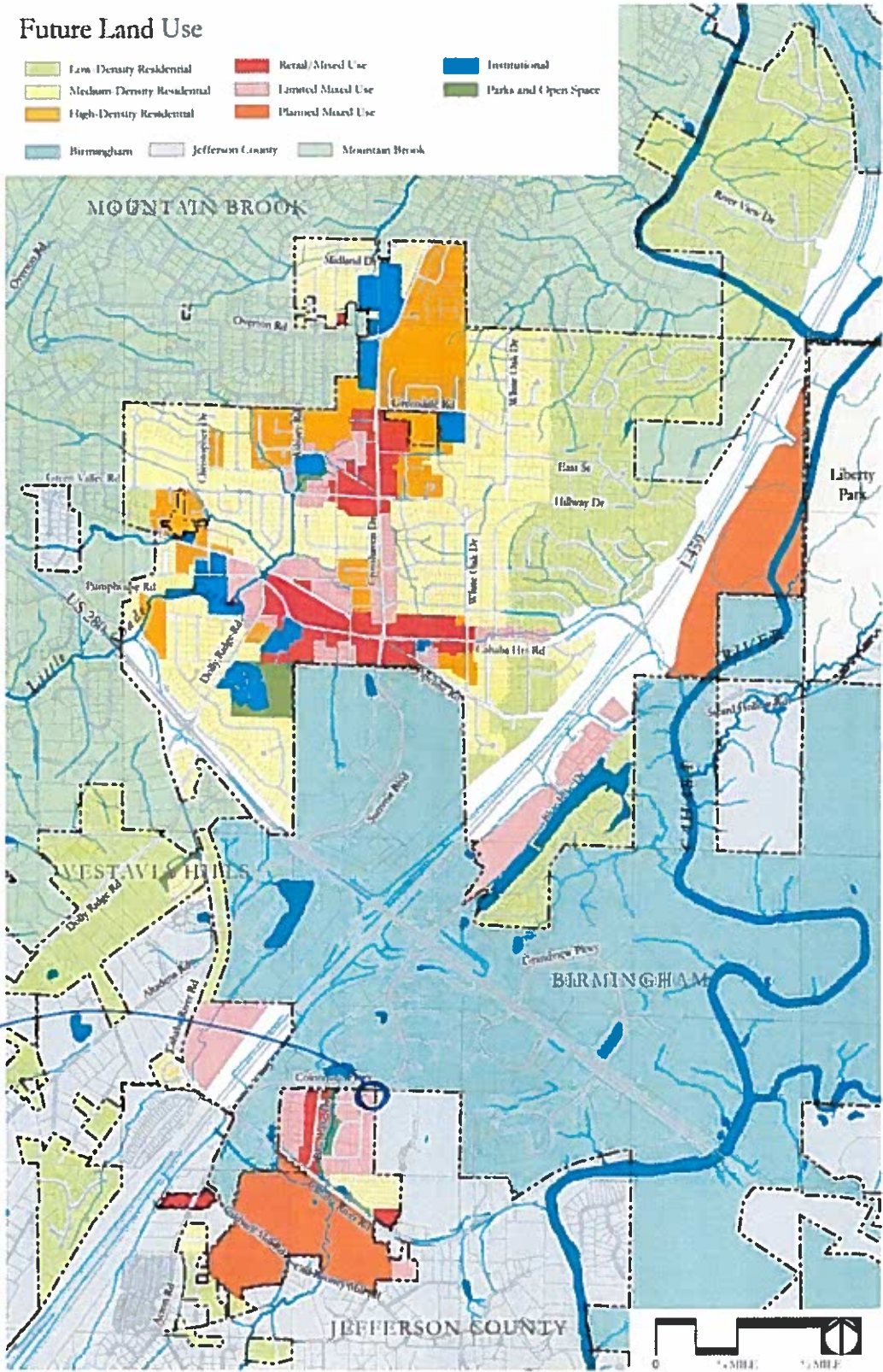
Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Gilchrist – yes	Mr. Weaver – yes
Mr. House – yes	Mr. Brooks – yes
Mrs. Cobb – yes	Mr. Larson – yes
Motion carried	



SCHEMATIC LANDSCAPE PLAN

Future Land Use

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



Subject
Parcels

Figure 4: Future Land Use Map

RESOLUTION NUMBER 4932

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE REMEDIATION AGREEMENT REGARDING PROPERTY LOCATED AT 1756 INDIAN CREEK DRIVE, VESTAVIA HILLS, AL 35243.

WHEREAS, the Appropriate Municipal Officials of the City of Vestavia Hills, Alabama (“the City”), determined that the condition of the building or structure located at 1756 Indian Creek Drive, Vestavia Hills, AL 35243, Alabama, Parcel I.D. Number 28-00-20-4-004-015.000 (“Subject Property”), was unsafe to the extent that it is a public nuisance; and

WHEREAS, Deborah Reinhardt is the owner of the Subject Property; and

WHEREAS, on July 11, 2016, the City of Vestavia Hills, Alabama (“the City”) and Ms. Reinhardt entered into a Remediation Agreement (“the Original Remediation Agreement”);

WHEREAS, Ms. Reinhardt and the City desire to make certain limited amendments to the Original Remediation Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vestavia Hills, Alabama, while in regular session on Monday, March 27, 2017, as follows:

1. On behalf of the City, the Mayor and City Manager are hereby authorized to enter into the First Amendment to the Remediation Agreement along substantially the same terms as those provided in Exhibit 1 attached hereto;
2. This Resolution shall not revoke any prior resolution or order concerning the Subject Property as the same are intended to continue in effect; and
3. This Resolution shall become effective immediately upon adoption.

ADOPTED and APPROVED this the 27th day of March, 2017.

Ashley C. Curry
Mayor

ATTESTED BY

Rebecca Leavings
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 27th day of March, 2017, while in regular session, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this _____ day of March, 2017.

Rebecca Leavings, City Clerk

Exhibit 1

FIRST AMENDMENT TO THE REMEDATION AGREEMENT

COME NOW, **Deborah Reinhardt** (“Petitioner”), who has an interest in the Subject Property as defined herein, and the **City of Vestavia Hills, Alabama** (“City”), to enter into this First Amendment to the Remediation Agreement (“First Amendment”) as of the 15th day of March, 2017.

WHEREAS, on July 11, 2016, Petitioner and the City entered into a Remediation Agreement (“the Original Remediation Agreement”);

WHEREAS, all of the defined terms in the Original Remediation Agreement shall be given the same meaning herein;

WHEREAS, at this time, the Petitioner is in breach of certain provisions of the Original Remediation Agreement, but the parties desire to achieve a mutually agreeable resolution and to provide more certainty as to their obligations;

WHEREAS, the Petitioner and the City desire to make certain limited amendments to the Original Remediation Agreement as expressly set forth herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and in the Original Remediation Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, it is agreed as follows:

1. Original Remediation Agreement Incorporated by Reference. Except as expressly amended herein, all of the provisions of the Original Remediation Agreement shall continue in full force and effect. Except as expressly amended herein, the terms and averments of the Original Remediation Agreement are incorporated by reference as though fully set forth herein. Where there is a disagreement between the terms of the Original Remediation Agreement and this First Amendment, the terms of the First Amendment shall govern. Wherever possible, all references to the “Agreement” in the Original Remediation Agreement shall be interpreted to mean the “Agreement as amended.”

2. No Residing in the Subject Property. The Petitioner agrees not to reside in the Subject Property. Accordingly, she agrees not to enter upon or remain in or on the Subject Property during the hours of 11:00 p.m. to 6:00 a.m. CST.

3. Efforts to Sell the Subject Property. The Petitioner agrees to offer the Subject Property for sale at a price not to exceed Seven Hundred Fifty-Thousand Dollars and No Cents (\$750,000.00), to utilize a licensed realtor in connection with the marketing and sale of the Subject Property, to ensure that adequate signage remains on the Subject Property advertising the sale of the same, and to ensure that the listing of the subject property is entered into the Multiple Listing Service (MLS) and remains so until the Subject Property is sold. The Petitioner agrees to continue offering the Subject Property for sale as required by this paragraph until all of her

interest in the Subject Property has been transferred. The Petitioner agrees to utilize a licensed realtor who is familiar with the Vestavia Hills real estate market and who is acceptable to the City. The parties agree that licensed real estate agent Martha Turner with LAH Realty is acceptable to both of them through July 15, 2017, and the Petitioner acknowledges this agreement as additional, adequate, actual, and received consideration from the City.

4. Inspections. The Petitioner agrees to allow the City to make inspections of the exterior of the Subject Property at any time. The Petitioner agrees to allow the City to make inspections of the interior of the Subject Property upon reasonable notice to the Petitioner at a mutually agreeable time.

5. Remedies. Both parties agree that the remedies and damages set forth in the Original Remediation Agreement shall also apply to the terms of the First Amendment and to any subsequent amendments should there be any. In addition, the Petitioner agrees that in the event of a breach of the Original Remediation Agreement, the First Amendment, or any subsequent amendment should there be any, the City shall be entitled to seek declaratory and/or equitable relief from the Circuit Court of Jefferson County, Alabama, and/or to otherwise obtain specific performance of the terms of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING TWO (2) PAGES.
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Deborah Reinhardt
Deborah Reinhardt

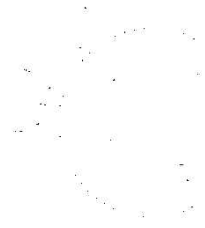
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Deborah Reinhardt, an individual, whose name is signed to the foregoing Remediation Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 21st day of March, 2017.

Notary Public: Kayrusson
My commission expires: _____

My Commission Expires
November 8, 2020



CITY OF VESTAVIA HILLS, ALABAMA

BY (signature):

Ashley C. Curry
ITS: Mayor

BY (signature):

Jeffrey D. Downes
ITS: City Manager

ATTEST:

Rebecca Leavings, City Clerk

RESOLUTION NUMBER 4933

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE WELLS FARGO BANK.

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

1. That the Wells Fargo Bank be, and hereby is, designated as the depository of a City of Vestavia Hills Certificate of Deposit held as surety for development purposes, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any one of the following whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Jeffrey Downes
City Manager

Ashley C. Curry
Mayor

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of City Manager and Mayor in this corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4933 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of April 1, 2017 and shall remain in full force and effect until it shall

have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 27th day of March, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 27th day of March, 2017, and that such Resolution is of record in the Minute Book of the City at page __ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2017.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4934

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE BRYANT BANK.

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

1. That the Bryant Bank be, and hereby is, designated as the depository of a City of Vestavia Hills Certificate of Deposit held as surety for development purposes, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any one of the following whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Jeffrey Downes
City Manager

Ashley C. Curry
Mayor

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of City Manager and Mayor in this corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4934 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of April 1, 2017 and shall remain in full force and effect until it shall

have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 27th day of March, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 27th day of March, 2017, and that such Resolution is of record in the Minute Book of the City at page __ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2017.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4935

A RESOLUTION ACCEPTING A BID FOR SANITATION SERVICES FOR THE CITY OF VESTAVIA HILLS

WHEREAS, invitation to bid for sanitation services for the City of Vestavia Hills for a period of 3-year were received, opened and publicly read at 10:00 AM on March 1, 2017 in the Council Chambers of the Vestavia Hills, City Hall; and

WHEREAS, seven responses were received, including two “no bids” and five bid packages; and

WHEREAS, the Public Services Director has reviewed and detailed the submitted bids and recommended in a memorandum dated March 22, 2017 that the bid package from Republic Services be accepted to provide sanitation services for the City. A copy of said memorandum is marked as “Exhibit A”, a copy of which is attached to and incorporated in this Resolution Number 4935 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director.

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

1. The bid package submitted by Republic Services is hereby accepted at a cost of \$22.50 per household and detailed in the attached Exhibit A; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Republic Services for sanitation services for the City of Vestavia Hills effective October 1, 2017 for a period of three years; and
3. A copy of said agreement is marked as “Exhibit B” attached and incorporated into this Resolution Number 4935 as through written fully therein; and
4. This Resolution shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 10th day of April, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

INTEROFFICE MEMO

Date: March 22, 2017

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: Sanitation Bid

After receiving bids for the sanitation contract, it is my recommendation that we accept the lowest responsible bid from Republic Services. Their cost per household was \$2.45 lower than the next lowest bid. This was still an increase of almost \$3.00 per household over our current contract.

In addition to the base bid we asked for an alternate bid for curbside leaf vacuum service. This would add an estimated additional \$800,000 annually to the contract. I do not recommend that we accept the alternate bid for leaf collection.

In an effort to streamline communication and specific requests with Republic Services and our residents, I recommend that we strive to incorporate representatives from Republic into our Action Center communications. Leadership from Republic have also expressed interest in working with the city to become knowledgeable with the city's Action Center to improve collection efforts.

I would like to request a first read for the March 27, 2017, meeting, with approval at the April 10, 2017, meeting. Please let me know if you have any questions.

Attachments: Contract document
Republic Services Bid Document

CC: Rebecca Leavings

①	Big Sky	No Bid	
②	Waste Mgt	No Bid	
③	Santek	342,371.42	\$24.99
④	ADSI	343,867.00	24.95
⑤	Republic Services	311,348.90	22.50
⑥	Advanced Disposal	379,825.00	27.40
⑦	Waste Pro	355,469.40	25.74

City of Vestavia Hills, Alabama
 COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL
 GARBAGE, TRASH, RECYCLABLES, LEAVES, AND STORM DEBRIS

BID TABLE

BASE BID					
	Category of Service	Location of Garbage Collection	Estimated Number of Residences	Monthly Recurring Fee Per Unit	Extended Monthly Cost
1	Single-Family Residential Garbage, Trash, and Recyclable Materials	Curbside	13,000	\$24.99	\$324,870.00
2	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those unable to go curbside)	560	\$24.99	\$13,994.40
3	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those who opt for increase)	100	\$24.99	\$2,499.00
2	8-yard Dumpsters emptied two times per week	Vestavia Villa Condos		374.11	\$ 374.11
4	8-Yard Dumpsters emptied two times per week	Southbury Condominiums	Not Applicable	\$ 374.11	\$ 374.11
5	4-Yard Dumpsters emptied two times per week	Cabana Condominiums	Not Applicable	\$ 259.80	\$ 259.80
2	Hazardous Waste Days	TBD			included Per event
TOTAL BASE BID AMOUNT					342,371.42 \$
Note: Quantities are estimates only and are NOT a commitment to pay for such quantities. The City shall pay for actual quantities during the term of the Contract and renewals, thereof, if any.					

OTHER ITEMS AND SERVICES				
	Item Description	Collection Location	Collection Frequency	Price Per Unit
A	Garbage Cart – 95 Gallon (Each)	Not Applicable	Not Applicable	\$ 75.00
B	Recyclables Cart – 95 Gallon Cart (Each)	Not Applicable	Not Applicable	\$ 75.00
C	Recyclables Cart – 32 Gallon Cart (Each)	Not Applicable	Not Applicable	\$ 63.00
D	Natural Disaster Debris Collection and Disposal Services (Per Cubic Yard)	Curbside	As Needed	\$ 15.13

* Leaf Vacuum Service (Alternate 1) 453 \$6,879.80
 13,660

BID TABLE

BASE BID					
	Category of Service	Location of Garbage Collection	Estimated Number of Residences	Monthly Recurring Fee Per Unit	Extended Monthly Cost
1	Single-Family Residential Garbage, Trash, and Recyclable Materials	Curbside	13,000	\$ 24.95	\$ 324,350.00
2	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those unable to go curbside)	560	\$ 24.95	\$ 13,972.00
3	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those who opt for increase)	100	\$ 32.95	\$ 3,295.00
2	8-yard Dumpsters emptied two times per week	Vestavia Villa Condos	2	\$250 ea	\$ 500.00
4	8-Yard Dumpsters emptied two times per week	Southbury Condominiums	Not Applicable 4	\$ 250 ea	\$ 1000.00
5	4-Yard Dumpsters emptied two times per week	Cabana Condominiums	Not Applicable 5	\$ 150 ea	\$ 750.00
2	Hazardous Waste Days	TBD		\$1500.00	Per event
TOTAL BASE BID AMOUNT					\$ 343,867.00
Note: Quantities are estimates only and are NOT a commitment to pay for such quantities. The City shall pay for actual quantities during the term of the Contract and renewals, thereof, if any.					

OTHER ITEMS AND SERVICES				
	Item Description	Collection Location	Collection Frequency	Price Per Unit
A	Garbage Cart – 95 Gallon (Each)	Not Applicable	Not Applicable	\$ 8.00
B	Recyclables Cart – 95 Gallon Cart (Each)	Not Applicable	Not Applicable	\$ NA
C	Recyclables Cart – 32 Gallon Cart (Each)	Not Applicable	Not Applicable	\$ 5.00
D	Natural Disaster Debris Collection and Disposal Services (Per Cubic Yard)	Curbside	As Needed	\$ Negotiated

City of Vestavia Hills, Alabama
 COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL
 GARBAGE, TRASH, RECYCLABLES, LEAVES, AND STORM DEBRIS

BID TABLE

BASE BID					
	Category of Service	Location of Garbage Collection	Estimated Number of Residences	Monthly Recurring Fee Per Unit	Extended Monthly Cost
1	Single-Family Residential Garbage, Trash, and Recyclable Materials	Curbside	13,000	\$22.50	\$292,500.00
2	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those unable to go curbside)	560	\$22.50	\$12,600.00
3	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those who opt for increase)	100	\$37.64	\$3,764.00
2	8-yard Dumpsters emptied two times per week	Vestavia Villa Condos		\$524.69	\$524.69
4	8-Yard Dumpsters emptied two times per week	Southbury Condominiums	Not Applicable	\$1105.83	\$1,105.83
5	4-Yard Dumpsters emptied two times per week	Cabana Condominiums	Not Applicable	\$854.38	\$854.38
2	Hazardous Waste Days	TBD		0.00	Per event 0.00
					Haz Waste Day included in base rate. (2)
TOTAL BASE BID AMOUNT					\$311,348.90
Note: Quantities are estimates only and are NOT a commitment to pay for such quantities. The City shall pay for actual quantities during the term of the Contract and renewals, thereof, if any.					

OTHER ITEMS AND SERVICES				
	Item Description	Collection Location	Collection Frequency	Price Per Unit
A	Garbage Cart – 95 Gallon (Each)	Not Applicable	Not Applicable	\$15.00 per month
B	Recyclables Cart – 95 Gallon Cart (Each)	Not Applicable	Not Applicable	\$15.00 per month
C	Recyclables Cart – 32 Gallon Cart (Each)	Not Applicable	Not Applicable	\$10.00 per month
D	Natural Disaster Debris Collection and Disposal Services (Per Cubic Yard)	Curbside	As Needed	\$25.00 per Cyd

City of Vestavia Hills, Alabama
 COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL
 GARBAGE, TRASH, RECYCLABLES, LEAVES, AND STORM DEBRIS

BID TABLE

BASE BID					
	Category of Service	Location of Garbage Collection	Estimated Number of Residences	Monthly Recurring Fee Per Unit	Extended Monthly Cost
1	Single-Family Residential Garbage, Trash, and Recyclable Materials	Curbside	13,000	\$ 27.40	\$356,200.00
2	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those unable to go curbside)	560	\$ 35.00	\$ 19,600.00
3	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those who opt for increase)	100	\$ 35.00	\$ 3,500.00
2	8-yard Dumpsters emptied two times per week	Vestavia Villa Condos	per dumpster	200.00	\$ 200.00
4	8-Yard Dumpsters emptied two times per week	Southbury Condominiums	Not Applicable	\$200.00	\$ 200.00
5	4-Yard Dumpsters emptied two times per week	Cabana Condominiums	Not Applicable	125.00	\$ 125.00
2	Hazardous Waste Days	TBD		no Bid	Per event
TOTAL BASE BID AMOUNT					\$ 379,825.00
Note: Quantities are estimates only and are NOT a commitment to pay for such quantities. The City shall pay for actual quantities during the term of the Contract and renewals, thereof, if any.					

OTHER ITEMS AND SERVICES				
	Item Description	Collection Location	Collection Frequency	Price Per Unit
A	Garbage Cart – 95 Gallon (Each)	Not Applicable	Not Applicable	\$ 77.00
B	Recyclables Cart – 95 Gallon Cart (Each)	Not Applicable	Not Applicable	\$ 77.00
C	Recyclables Cart – 32 Gallon Cart (Each)	Not Applicable	Not Applicable	\$ 61.00
D	Natural Disaster Debris Collection and Disposal Services (Per Cubic Yard)	Curbside	As Needed	20.00 \$ per cubic yd

City of Vestavia Hills, Alabama
**COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL
 GARBAGE, TRASH, RECYCLABLES, LEAVES, AND STORM DEBRIS**

BID TABLE

BASE BID					
	Category of Service	Location of Garbage Collection	Estimated Number of Residences	Monthly Recurring Fee Per Unit	Extended Monthly Cost
1	Single-Family Residential Garbage, Trash, and Recyclable Materials	Curbside	13,000	\$ 25.74	\$ 334,620. ⁰⁰
2	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those unable to go curbside)	560	\$ 25.74	\$ 14,414. ⁴⁰
3	Single-Family Residential Garbage, Trash, and Recyclable Materials	Rear Door (for those who opt for increase)	100	\$ 45.00	\$ 4,500. ⁰⁰
2	8-yard Dumpsters emptied two times per week	Vestavia Villa Condos		\$ 370.00	\$ 370.00
4	8-Yard Dumpsters emptied two times per week	Southbury Condominiums	Not Applicable	\$ 740.00	\$ 740.00
5	4-Yard Dumpsters emptied two times per week	Cahana Condominiums	Not Applicable	\$ 825.00	\$ 825.00
2	Hazardous Waste Days	TBD		\$ 19,500. ⁰⁰	Per event
TOTAL BASE BID AMOUNT					\$ 355,469. ⁴⁰
Note: Quantities are estimates only and are NOT a commitment to pay for such quantities. The City shall pay for actual quantities during the term of the Contract and renewals, thereof, if any.					

OTHER ITEMS AND SERVICES				
	Item Description	Collection Location	Collection Frequency	Price Per Unit
A	Garbage Cart – 95 Gallon (Each)	Not Applicable	Not Applicable	\$ 8.00
B	Recyclables Cart – 95 Gallon Cart (Each)	Not Applicable	Not Applicable	\$ 8.00
C	Recyclables Cart – 32 Gallon Cart (Each)	Not Applicable	Not Applicable	\$ 8.00
D	Natural Disaster Debris Collection and Disposal Services (Per Cubic Yard)	Curbside	As Needed	\$ 12.00 ^{LCYD.}



March 1, 2017

City Clerk
Vestavia Hills City Hall
1032 Montgomery Highway
Vestavia Hills, AL 35216

RE: "Sanitation Contract Bid"

Dear Sir:

Unfortunately, Waste Management will not be capable to submit a bid for the:
Invitation to Bid – Collection and Disposal Services for Residential Garbage, Trash, Recyclables,
Leaves and Storm Debris on Wednesday, March 1, 2016 at 10:00 AM.

Waste Management is submitting a "No Bid" for the 2017 bid request. Waste Management requests to be included on all future bid requests and would embrace the opportunity to collaborate with the City of Vestavia Hills in the future.

Sincerely,

A handwritten signature in black ink that reads "M. P. Mitchell".

Michael P. Mitchell
Waste Management
Public Sector



5100 Flat Top Road
Adamsville, AL 35005
Phone: (205) 743-0080
Fax: (205) 743-0085
www.bigskyenv.com

March 1, 2017

Mr. Brian Davis, Director Public Works
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Re: Proposal for Solid Waste Collection and Disposal

Dear Mr. Davis,

We at Big Sky Environmental LLC appreciate this opportunity to participate in the bidding process for the above referenced services. However, at this time Big Sky elects to submit a **NO BID** for these services.

Sincerely,
Big Sky Environmental LLC


Winston Massey
Marketing Specialist

General Specifications
for
Collection and Disposal of Residential Garbage, Trash and Leaves and
Collection of Residential Recyclable Materials

GENERAL SPECIFICATIONS

Section 1. Definitions

"City" shall mean the City of Vestavia Hills, an Alabama Municipal Corporation, acting through its Mayor and City Manager or other officials designated by them.

"Contract" shall mean the agreement for services to be entered into by the City and the successful bidder.

"Contractor" shall mean the person, firm, or corporation entering into the Contract with the Owner.

"Garbage" shall mean all solid or semi-solid refuse subject to decay or putrefication, tin cans, bottles, and other food and drink containers, food packaging materials, paper and all waste of animal or vegetable matter except: (1) large appliances, heavy furniture and cans with a capacity in excess of forty (40) gallons; (2) infectious medical waste (not including fire stations and municipal jail); and (3) trees, wallpaper, roofing material, plaster, concrete, concrete blocks, or others substances that may accumulate as a result of the clearing of lots or land or of the repairs to or construction of buildings undertaken and performed by contractors, and waste or refuse characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate agency of the State of Alabama or pursuant to federal or state law, or which cannot be lawfully disposed of at a sanitary landfill without special treatment or handling,

"Health Department" shall mean the State or County Health Department having jurisdiction over the particular activity or geographical area involved.

"Landfill Facility" shall mean a landfill facility selected by Contractor, approved by the City and operated, sanctioned and licensed under the laws of the State of Alabama.

"Recyclable Materials" shall mean newsprint, aluminum and bi-metal cans, No.1 and No.2 plastic containers, HDPE clear plastic milk jugs and PET plastic soft drink containers, cardboard and cardboard boxes including certain food packaging made of light cardboard materials, shoe boxes, and all household and office paper products (i.e. office paper, computer paper, magazines, phone books, envelopes, file folders, junk mail) excluding (a) paper towels and tissue products and (b) food containers that have come in direct contact with food. Contractor may add other recyclable materials as desired.

"Residence" shall mean an occupied dwelling (whether a single-family, dwelling, a condominium or a townhouse) within the limits of the City.

"SFR" shall mean single-family residence. "State" shall mean the State of Alabama.

"Trash" shall mean non-putrescible combustible and noncombustible solid wastes, including tree limbs no longer than four (4) feet, bagged grass clippings and leaves, old furniture, mattresses, bed springs, wood, small debris, cloth, paper, cardboard, cardboard boxes, tin cans, glass, crockery, metals and other similar materials, excluding: (a) an item weighing over 700 pounds; (b) items (other than tree limbs) over eight (8) feet long; and (c) items excepted in the definition of "Garbage" herein.

Section 2. Scope of Work

- A. *Garbage:* It shall be the duty of the Contractor to collect and deposit at a Landfill Facility all residential garbage as defined above generated within the corporate limits of the City.

The Contractor shall furnish to the City all routes and schedules and notify the City of any changes in routing structure, equipment or other services performed or made.

The Contractor shall use enclosed vehicles to pick up containerized or bagged residential Garbage located at either curbside or at the rear of any dwelling or residence and return containers as close as possible to their previous location two times per week, Monday through Friday, fifty-two (52) weeks per year.

The Contractor shall pick up garbage at all municipal buildings, parks, fire stations (including infectious medical waste at fire stations and jail) and other municipal facilities two (2) times per week, excluding schools, at no cost to the City. A list of city owned or city leased facilities is attached to the Contract Documents as Exhibit A.

Elderly & Handicapped: The Contractor shall furnish backdoor garbage service for no more than 5% of the total single-family residences designated by the City as handicapped or elderly. All garbage and trash at these addresses will be collected at the rear of the unit at no additional cost. The City will furnish to Contractor a list of addresses of residence who are to receive such services. The Contractor is solely responsible for any and all agreements between the Residents and the Contractor who request backdoor service but are capable of placing garbage at the curb.

- B. *Trash:* The first pickup of each week, the Contractor shall collect all items of Trash located at the curbside of each Residence in the City once each week, fifty-two (52) weeks per year.

The Contractor will not be required to pick up trees, wallpaper, roofing material, plaster, concrete, concrete blocks, or other substances that may accumulate as a result of the clearing of lots or land, or of the repairs to or construction of buildings undertaken and performed by licensed contractors. The Contractor will not be responsible for quantities of trash for any one Residence in excess

of (10) cubic yards per pick up. Quantities in excess will be collected on subsequent trips. Resolution No. 4935

- C. *Leaves*; Leaves will be bagged by the residents.
- D. *Hazardous Waste*: Waste, in any amount, that contains any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint, paint cans, and any other waste materials which require special handling, collection, transportation, or disposal requirements under local, state or federal laws or regulations beyond those required for standard municipal solid waste.
- E. *Recyclable Materials*: The Contractor shall collect recyclable materials as defined above located at the curbside of each Residence. The recyclable materials may be commingled at curbside and shall be placed in containers supplied by the Contractor. The Contractor shall collect the recyclable materials one (1) time per week, Monday through Friday, fifty-two (52) weeks per year.

The Contractor, pursuant to this Contract, shall be responsible for transporting all recyclable materials to central processing facilities where all materials will be recycled. All proceeds from the sale of the materials shall be the property of the Contractor. The Contractor shall report quarterly to Public Works Department the tonnage of recyclables, which are collected and disposed. Recyclables will not be taken to any landfill under any circumstance.

The Contractor shall, no later than September 20, 2017, at the Contractor's expense, mail to each resident information concerning the days on which Garbage, Trash and Recyclable Materials will be collected from the resident's dwelling. Thereafter, if the Contractor changes the scheduled collection days for Garbage, Trash or Recyclable Materials, the Contractor shall give each resident affected by any such change at least fourteen (14) days' advance notice, by mail, of such change. The bidder, as part of its proposal, shall fully describe the educational and promotional programs for recycling which it shall provide to the residents of the City, at the Contractor's expense, and provide the City with a copy of each publication which it plans to use in such programs. The City will furnish the Contractor the names and addresses of all residents, at no cost to the Contractor. Such publications shall include promotional materials, educational curricula for local schools, schedule of events prior to start date and information about programs for community involvement. The bidder shall advise the City of other locations where these programs have been used and, if the programs are new, the Contractor shall describe how the program will benefit the City's recycling efforts.

- E. *Change of Schedule:* The Contractor shall furnish to the City Resolution No. 4935 Manager's Office and Public Service Department all routes and schedules and notify the City Manager's Office and the Public Service Department of any changes in routing structure, equipment or other services performed or made.

Holidays: Contractor shall not be required to collect garbage, trash or recyclable materials on the five (5) following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a normally scheduled pickup falls on one of the above holidays, the collections shall be on the next day, including Saturdays.

- G. *Hours:* The collections described herein shall be between the hours of 7:00 A.M. and sunset, Monday through Friday, as established by the National Weather Service; provided however that in the event of emergencies and holidays, or with the prior approval of the City Manager's Office or Public Works Department, collections may be made on Saturdays between 7:00 A.M. and sunset as referred to hereinbefore.

- H. *Storms and Other Disasters:* In the event of a natural disaster such as a tornado, hurricane, ice storm, earthquake, or snow storm, and in the event an unusual or unnatural amount of trash, limbs or debris is deposited in the streets of the City by virtue of such natural disaster, at the discretion of the City of Vestavia Hills, the Contractor will be required to remove the debris and transport it to a site mutually agreed upon by the City and the Contractor at the cost indicated on the proposal. All debris shall be removed within a sixty (60) consecutive day period following authorization to proceed.

- I. *Annexation:* The parties hereto agree that any areas annexed by the City during the terms of this Contract shall be included within the service area for Garbage, Trash, Recyclable Materials, and Leaf Collection by the Contractor at the same per unit charge as the Proposal.

Section 3. Contractors Relation to the City; Term

- A. *Independent Contractor:* It is expressly agreed and understood that the Contractor is, in all respect, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the City.

This Contract shall not be sublet or assigned except with the written consent of the City. No such consent shall be construed as making the City a party to such assigned contractor approved, or subject the City to liability of any kind to any subcontractor. Further, the City reserves the right to terminate this contract upon sixty (60) days' notice in the event the Contractor makes a substantial change in its corporate structure or its ownership without the written consent of the City. The

City shall not unreasonably withhold any consent requested hereunder. Resolution No. 4935

- B. Terms and Renewal:* The Contract shall commence on October 1, 2017 and expire on September 30, 2020, subject to any restrictions, limitations and conditions placed on the City's contractual authority by State law, it being acknowledged that this contract is related to the performance of a governmental function of the City and is subject to the law applicable thereto, including the law pertaining to the power to contract.
- C. Renewals:* The City and the Contractor shall, in accordance with Title 41-1651(a)(10), Code of Alabama, 1975, and by mutual agreement, have the right to renew this Contract from time to time; provided, however: (a) no renewal term shall be for a period greater than three (3) years; and (b) the terms and provisions of the contract shall remain substantially the same; and (c) the price to be paid by the City to the Contractor shall remain the same except for significant increases in charges to the contractor for landfill services. It shall be the contractor's responsibility to demonstrate the significant landfill charge increases to the city's satisfaction. The cost of living price increases are set forth in Section 10(B) of these specifications, using as the basis of such computation the "Revised Consumers Price Index-For All Urban Consumers — South Region", published by the Bureau of Labor Statistics of the United States Department of Labor.

Section 4. Quality of Service; Laws; Methods; Default

- A. Office and Telephone:* The Contractor shall maintain a toll-free telephone number to be operated in person, Monday through Friday, 8:00 A.M. to 5:00 P.M., except for the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. The Contractor shall maintain, at its expense, a telephone line listed in the name in which it does business as the Contractor and it shall provide full time, live (not recorded), answering service during normal business hours and days referred to hereinbefore.

The Contractor shall work with the City's designee for the City's Action Center, and shall provide email contacts for the Action Center system. The requests that come through the Action Center shall be handled in the same manner as the telephone requests for collection of trash, recycle materials, and debris.

The Contractor shall provide and maintain an adequate number of telephone lines so that under normal circumstances there will not be unreasonable delays to residents trying to contact the Contractor. The Contractor shall provide and maintain adequate and competent supervision during the performance of the services, and shall provide a resident manager in person, Monday through Friday, 8:00 A.M. to 5:00 P.M., who will be in charge of the services. All directives given

to the Contractor or Resident Manager by the City when Resident No. 4935 with the provisions of the contract, shall be binding upon the Contractor. The Contractor shall further maintain continuous observation of the services performed under the Contract.

- B. *Compliance with Laws:* The Contractor hereby agrees to abide by all applicable federal, state, county and city laws, ordinances and regulations.
- C. *Method of Collection:* Garbage may be transferred from a residence's container into leak-proof containers used by the Contractor when carrying Garbage to Collection trucks. Such transfer, however performed, shall be done in a sanitary manner. The Contractor shall pick up any Garbage or material spilled in making such transfer. Collection of Garbage shall be made from each residence at the place where Garbage containers are located, and the areas around the containers shall be left free from any Garbage spilled during the collection. Containers picked up at the rear of any dwelling shall be returned to the rear with their lids in place and under no circumstances will be left at the curb. The Contractor shall not be responsible for cleaning up unsanitary conditions around the containers caused by the negligence or carelessness of the tenant or occupant. Care shall be taken by employees of the Contractor to prevent damage to containers by unnecessary rough treatment. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by dogs in order to accomplish the services provided for herein in any case where such animals are allowed to roam at large. The Contractor shall not be required to enter fenced areas unless requested to do so in writing by the City of Vestavia Hills or into basements for the purpose of performing the services provided herein.

Collection of Trash and Recyclable Materials shall be made from the place where the Trash or Recyclable Materials are located on the property at curbside and no more than ten (10) feet from the edge of the roadway or alley. The containers or bins shall be replaced in such a manner as not to block access to driveways or mailboxes. Space about the containers or bins shall be left free from any Trash or Recyclable Materials spilled during the collection.

The Contractor shall pick up garbage at all municipal buildings, parks, fire stations (including infectious medical waste at fire stations and jail), and other city facilities, excluding schools, two (2) times per week at no additional cost to the City. Dumpsters shall be provided by the contractor as needed.

The Contractor will be notified by the Department of Public Services of Special City sponsored events for which dumpster and/or roll-off garbage collection and disposal services shall be provided at no additional charge to the City. Such Special Events include but are not limited to:

1. I Love America Day
2. Wing Ding
3. First Responders Picnic

The Contractor shall furnish, at no additional charge, rear door garbage collection services for up to 600 residences who, for whatever reason, are unable to transport garbage to the curb. The City will furnish a list of such addresses to the Contractor.

The Contractor will bill the residents directly for backdoor service at the same rate the City pays the Contractor for residents who are capable of placing garbage at the curb but who elect to pay for such rear door collection services.

- D. Penalties:* The Contractor shall make every reasonable effort to provide high quality service and have no unresolved complaints. Because of the costs incurred by the City in administering and responding to unresolved complaints, at the City's discretion, the Contractor shall pay to the City the sum of Two Hundred Dollars (\$200.00) for each complaint not resolved by the Contractor within twenty-four (24) hours after receipt of notification thereof by the City, with respect to complaints about Garbage, and within two (2) days after receipt of notification thereof by the City, with respect to complaints about Trash, Debris and Recyclable Materials, If there are more than two (2) complaints at the same residence within a thirty (30) day period, the City may double the penalty to Four Hundred Dollars (\$400.00), at the City's discretion, notwithstanding the above noted time periods. The Contractor will be notified by the Public Works department or the Mayor's office of the City of Vestavia Hills of such complaints and/or penalties.
- E. Contractor's Personnel:* The Contractor shall use only personnel who are qualified to perform the Services and shall require its employees to serve the public in a courteous, helpful and impartial manner. The Services shall be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and the performance of the Services shall be subject to the inspection and approval of the City.
- F. Default:* If the Contractor fails to perform the Services in accordance with the terms of the Contract or neglects or refuses to comply with any of the other provisions of this Contract, or if the Contractor willfully, knowingly or repeatedly violates any ordinance of the City or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or Recyclable Materials, the City may give notice to the Contractor at its local office address and the failure of the Contractor to remedy or correct such unsatisfactory condition within three (3) days from the date of mailing of such notice shall constitute a default herein.

Contractor's Responsibility 935
If the City initiates litigation to terminate the Contract, the Contractor agrees that if the City prevails in such litigation, the Contractor will reimburse the City for all costs, fees and expenses, including reasonable attorneys' fees and court costs, incurred by the City in such legal action. The termination of the Contract shall not relieve the Contractor of the responsibility from the payment of such fees and expenses or any damages which the City may incur by reason of Contractor's default under the Contract. If the performance by the Contractor of any of its obligations under the Contract shall be interrupted or delayed by an act of God or the common enemy as the result of war, riot, civil commotion, strike or labor unrest, governmental action or any other event beyond the Contractor's reasonable control, then it shall be excused from such performance for the duration of such disturbance. All Garbage, Trash and Recyclable Materials which should have been collected during that period will be collected as soon as practicable after the end of the event which caused the interruption of the Contractor's performance of the Services.

Section 5. Equipment

The Contractor will provide sufficient mechanical equipment to maintain regular schedules of collections and to perform the Contract fully and promptly. The Contractor will provide exclusive use of at least one (1) Knuckle boom Truck operating at least five (5) days per week. In addition to such Knuckle boom, the Contractor will furnish exclusive use of a second Knuckle boom from March 1 through August 31 of each year as additional support as may be required by the City. Additional equipment will be provided on an as-needed basis as required by the City, such as additional Knuckle booms, etc. The Contractor shall maintain all equipment in good condition. The Contractor shall maintain vehicles used in connection with the services in a neat and sanitary condition. All trucks shall be equipped with functioning two-way radios. All trucks are to be equipped with automatic dumpers for the handling of carts if the collection of Garbage is at curbside. The Contractor shall keep and retain sufficient back-up trucks to replace trucks, which require maintenance or service.

The City's representative may inspect the Contractor's operation and equipment at reasonable times, and the Contractor shall permit him to make such inspections at any reasonable time and place.

Section 6. Carts

- A. The Contractor will provide at least one MSD 95-gallon plastic molded refuse cart per dwelling and a second cart, upon request of resident, at no additional cost to the resident. The Contractor will provide a third and subsequent carts, upon request of resident, at the cost indicated on the Proposal Form.
The Contractor will assemble cart and deliver to the resident by the next business day, and maintain carts at no additional charge.

The Contractor will provide up to one hundred fifty (150) MSD-68 68-gallon plastic molded refuse carts, as directed, at no additional charge. The Contractor will provide additional MSD 68-gallon plastic molded refuse carts, as requested, at the cost indicated on the Proposal Form. The Contractor will assemble cart and deliver to the resident by the next business day, and maintain carts at no additional charge.

Failure to deliver carts by the next business day will result in penalties as specified in *Section 4. Quality of Service: Laws, Methods, Default — D. "Penalties"*

The carts proposed for use by the Contractor under this Agreement must meet the specifications herein and must be approved by the City of Vestavia Hills.

Contractor will maintain an inventory of a **minimum of fifty (50) 95-gallon** carts, twenty five (25) 68-gallon carts, and twenty five (25) 32-gallon recycling carts at all times.

B. 95 Gallon Cart Specifications

Cart shall meet minimum qualities and characteristics of MSD-95 gallon cart manufactured by Otto Industries, Incorporated or equal. Cart body shall be high-density polyethylene plastic. Container body shall be completely sealed without any open areas and have two rubber wheel assemblies. Cart shall be designed for manual or semi-automated bar lifter systems. Cart lid shall be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off. Cart body shall be sequentially numbered with permanent hot-stamped, 1 "A" high white numbers on front of cart body. Carts shall be non-fading, ultraviolet stabilized uniform color in darker tones ranging from gray to green. Dimensions should be approximately 26" wide, 33" deep and 46" tall. Load rating should be approximately 200 pounds.

C. 68 Gallon Cart Specifications

Cart shall meet minimum qualities and characteristics of MSD-68 gallon cart manufactured by Otto Industries, Incorporated or equal. Cart body shall be high-density polyethylene plastic. Container body shall be completely sealed without any open areas and have two rubber wheel assemblies. Cart shall be designed for manual or semi-automated bar lifter systems. Cart lid shall be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off. Cart body shall be sequentially numbered with permanent hot-stamped, 1 1/2" high white numbers on front of cart body. Carts shall be non-fading, ultraviolet stabilized uniform color in darker tones ranging from gray to green. Dimensions should be approximately 25" wide, 26" deep and 39" tall. Load rating should be approximately 200 pounds.

D. 32 Gallon Cart Specifications

Cart shall meet minimum qualities and characteristics of MSD-32 gallon cart manufactured by Otto Industries, Incorporated or equal.

Cart body shall be high-density polyethylene plastic. Container body shall be completely sealed without any open areas and have two rubber wheel assemblies. Cart shall be designed for manual or semi-automated bar lifter systems. Cart lid shall be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off. Cart body shall be sequentially numbered with permanent hot-stamped, 1 1/2" high white numbers on front of cart body. Carts shall be non-fading, ultraviolet stabilized uniform color in darker tones ranging from gray to green. Dimensions should be approximately 19" wide, 24" deep and 38" tall. Load rating should be approximately 125 pounds.

E. Cart Warranties

All carts shall have a ten (10) year warranty covering the container body, lid, wheels axle and all other parts. Any component parts which fail to perform as originally designed, shall be replaced by the Contractor at no charge to the owner including, but not limited to the following:

- Failure of the lid to prevent rainwater from entering the container when closed on the container's body;
- Failure of the lid and/or the container body to prevent penetration by vermin;
- Damage to the container body, lid, or any component parts through opening or losing the lid of the container;
- Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either opened or closed;
- Failure of axle to remain free of excessive rust and corrosion, to be determined by the City;
- Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product or chemicals other than those listed by the Contractor;
- Failure of any portion of the bottom of the container body to remain impervious to damage or wear including repeated contact with rough and abrasive surfaces. If at any time during the ten-year warranty period, a container bottom becomes worn or damaged and leaks when filled with water, such container body shall be replaced in its entirety and without charge under the warranty;
- Failure of the rubber tires to remain in place and fully serviceable, as designed and intended;
- Failure of the container body, lid, hardware, wheels, or any component parts thereof to maintain their original shape;
- Failure of the wheels to provide continuous, easy mobility, as originally designed or intended;
- Failure of any container body, lid, hardware, wheels, or any component part thereof to conform to the minimum standards specified herein; i.e., failure to use only first quality, high-density, virgin resin;
- Damage to or failure of container assemblies caused by any incompatibility of the container and the Contractor's hydraulic dumping units.

Section 7. Indemnification

- A. **Hold Harmless:** The Contractor shall protect and hold the City and its agents, servants and employees harmless from damage to any person property that may occur in the performance of this Contract through any negligent or willful act of the Contractor, its agents, servants or employees, or through improper or defective machinery or equipment used by the Contractor or its agents, servants or employees and from any suit or judgment or other thing whatsoever that shall occur in such negligent or willful performance or arising out of a breach of this Contract by the Contractor, including any claims, defects, objections, liens, encumbrances, damages or costs of suit together with reasonable attorneys' fees.
- B. **Performance Bond:** The Contractor shall furnish to the City a performance bond or an irrevocable bank letter of credit for the faithful performance and obligations arising out of this bid in an amount equal to 100% of the annual contract amount. The performance bond shall be executed by a surety company that is satisfactory to the City of Vestavia Hills. The bonding company shall be duly authorized, corporate surety, authorized to do business in the State of Alabama. A letter from the bonding company or bank shall be attached to the bid stating the contracting company can obtain said performance bond or letter of credit, such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto. Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The bonding company will be responsible for Contractor's default should that occur for any reason whatsoever.

Section 8. Insurance

The Contractor shall maintain worker's compensation insurance during the term of the Contract for all of its employees. The Contractor shall also maintain, during the term of this Contract, such public liability, general liability and property damage insurance as shall protect the Contractor, its agents, servants, employees and any subcontractor performing work covered by the Contract, from claims for damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Contract, whether such operations be performed by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage

Worker's Compensation
Employer's Liability

Commercial General
Liability: Bodily Injury
Liability Property Damage
Liability

Automobile Bodily Injury and
Property Damage Liability

Excess Umbrella Liability

Limits of Liability

Statutory
\$2,500,000 each occurrence

\$2,500,000 each occurrence
\$2,500,000 each occurrence

\$5,000,000 each occurrence

\$10,000,000 each occurrence

The Contractor shall furnish the City satisfactory proof of the insurance required herein with an insurance company acceptable to the City upon the execution of this contract, and the City shall be named as an additional insured party in such insurance policies.

Section 9. Units Served

The Contractor agrees to maintain a list of all units served and provide said list within thirty (30) days after the end of each calendar quarter, beginning with the quarter ending December 31, 2017, to be compared to the City's current list. The Contractor further agrees to provide such additional information and data pertinent to this Contract as may be reasonably requested by the City, except for confidential or proprietary information of the Contractor.

Section 10. Contract Price: Changes in Price

- A. *Rates:* The Contractor agrees that based dwellings set forth below are the monthly unit rates for the Collection and Disposal of Residential Garbage and Trash, Collection of residential Recyclable Materials, and Leaf Collection. Said rates shall be as follows:

- Single-Family _____
- Residences _____
- Garden-Homes _____
- Town-Home _____
- Condominiums _____

The bid will also require a lump sum monthly price per condominium complex to remove the garbage from dumpsters at three (3) Condominium complexes two (2) times per week. It shall be the contractor's responsibility to investigate the number and location of the individual dumpsters located at each of these three (3) complexes. These complexes are as follows:

1. Vestavia Villa Condominiums
2. Cabana Condominiums
3. Southbury Condominiums

- B. *Consumer Price Index:* Fluctuations in the number of units serviced and billed will be adjusted at the end of each calendar quarter. The prices set out above are the base prices being paid to the Contractor during the first year of the term of the Contract. The base prices set forth above may be adjusted during the second and third years of the term of the Contract, and may be adjusted during each year of any renewal term based upon any increase in the cost of living determined as follows: As promptly as practicable after September 30, 2018 (for the second year of the term of the Contract) and September 30, 2019 (for the third year of the term of the Contract) and each September 30 thereafter during any renewal term, the Contractor may compute the increase or decrease, if any, in the cost of living using as the basis of such computation the "Revised Consumers Price ₂₆ Index for All Urban Consumers - South Region" {hereinafter referred to as "Index"}

published by the Bureau of Labor Statistics of the United States Department of Labor, Resolution No. 4935 the event there is a percentage increase or decrease in such Index for the month of September 2018 as compared to the amount shown by such Index for the month of September 2018, eighty percent (80%) of such percentage increase or decrease may be computed and added to or subtracted from the base prices set forth above for the second contract year, October 1, 2019 thru September 30, 2020, in order to determine the cost of living adjustment, if any, to be applied to such base prices for services to be rendered during the second year of this Contract. This same procedure shall be followed for the third year of this Contract. If mutually agreed to, this same procedure may be followed in any renewal term by determining the percentage of increase or decrease in the Index for the month of September of that year as compared to the Index for the month of September of the previous year, but never to be more than eighty percent (80%) of such percentage increase or decrease in the Index.

- C. *Price Adjustment After Three (3) Years:* In the event this Contract is renewed, the Contractor may be allowed an adjustment in contract prices during such renewal periods either as stated above in Section 10, Paragraph B, or under the following conditions, For a change in the contract price to be approved, the Contractor must submit clear documentation to the City detailing the change in such cost. If the change in cost is clearly established, the City may adjust the contract price accordingly. A change will be allowed only if one of the following conditions exists:
- a. The Contract specifications are modified;
 - b. A state or federal law or ruling modified the existing regulations affecting the Contractor's operations.
- D. *Payment:* The Contractor shall bill the City within ten (10) days following the end of each month for services rendered hereunder for such month. The City shall pay the Contractor before the last day of the month following the month to which the bill relates. Such billing and payment shall be based on the rates as set forth herein and the number of units as determined by the City less any penalties pursuant to Section 4(D) of this contract as notified by the Public Service Department or the office of the City Manager.

Section 11. Landfill Usage:

Contractor agrees to allow the City to utilize Contractor's permit number to dispose of no more than 85 loads of debris/materials at Contractor's landfill, per twelve (12) month period. City shall reimburse Contractor for any costs associated with dumping at designated landfill facilities. Contractor shall submit to City copies of billings for reimbursement.

Section 12. Entire Agreement

The terms and provisions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, agreements and proposals between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the City of Vestavia Hills and Contractor have caused this Agreement to be executed in duplicate original, on this day ____ of _____, 2017.

CITY OF VESTAVIA HILLS

CONTRACTOR:

By: _____
Its City Manager

By: _____
Its President

By: _____

Attested by: _____
City Clerk

SEAL

Its President

CONTRACT

THIS CONTRACT, made and entered into on this day ____ of _____, 2017 by and between the City of Vestavia Hills, Alabama (hereinafter called the "City"), and _____ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Contractor did submit a Proposal to provide services to collect and dispose of residential garbage and trash, collect residential recyclable materials, and collect and dispose of leaves within the City and to perform such work as may be incidental thereto.

NOW THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks and all other necessary items to provide Residential Garbage and Trash Collection and Disposal, Residential Recycling Collection and Leaf Collection services as specified and to perform all of the work called for and described in the Contract Documents.

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

- a. Contract Agreement
- b. Proposal Form completed by the Contractor
- c. Request for Bids
- d. Advertisement for Bids
- e. Instructions to Bidders
General Specifications
- g. Bid Bond
- h. Performance Bond
- i. Certificates of Insurance
Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

RESOLUTION NUMBER 4936

A RESOLUTION AUTHORIZING A GENERAL FUND SUPPLEMENTAL APPROPRIATION AND AUTHORIZING THE CITY MANAGER TO EMPLOY A COMMUNICATIONS MANAGER

WHEREAS, the Mayor and City Council of the City of Vestavia Hills, Alabama have developed a strategic plan for 2017 that includes an objective to implement a communications strategy for the City and to hire additional personnel to assist in that effort; and

WHEREAS, a committee of elected officials and City staff have reviewed options to effectively further this objective by utilizing existing Library marketing personnel and adding a Communications Manager to guide the implementation of the Library and City's communication strategies; and

WHEREAS, a supplemental appropriation to the FY 2017 General Fund Budget is needed in order to accomplish this goal; and

WHEREAS, the City Manager, Mayor and City Council have all reviewed the information in attached exhibits and have declared that it is in best public interest to follow the above-described implementation of the Council's strategic 2017 plan.

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

1. The City Council hereby authorizes a General Fund supplemental appropriation in an amount not to exceed \$18,000 and detailed in Exhibit A, a copy of which is attached to and incorporated into this Resolution Number 4936 as though written fully therein; and
2. The City Council authorizes the City Manager to take any and all necessary actions to employ a communications manager to accomplish the tasks listed above and included in the job description marked as exhibit B, a copy of which is attached to and incorporated into this Resolution Number 4936 as though written fully there; and
3. This Resolution Number 4936 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 10th day of April, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**Communication Specialist
Salary-Expense Implications**

		Description	Salary (Other) Expense Five Months	Fringes and Taxes Expense Five Months	Expected Budget Balance- May 1, 2017	Supplemental Appropriation	FY 18 Annual Expense Total	Increase From FY 17**
<u>Option One</u>								
Hire Communication Manager- Part Time (25 Hours)		Grade 6/Step 4	\$ 14,210.00	\$ 1,087.07	\$ -	\$ 15,297.07	\$ 39,772.37	\$ 39,772.37
	70-5010-000-500 and 70-5015-0000-500	Cinnamon McCulley						
Utilize Existing Support Position- (17 Hours)		Grade 5/ Step 1	\$ 7,344.00	\$ 561.82	\$ 14,000.00	\$ (6,094.18)	\$ 20,555.12	\$ (3,745.88)
	70-5010-000-500 and 70-5015-0000-500	Holly Turner						
Creative Consultant Support/Materials and Supplies			\$ 10,000.00		\$ 4,000.00	\$ 6,000.00	\$ 20,000.00	\$ -
	42-5840-000-100	TBD						
Cell Phone			\$ 785.00		\$ -	\$ 785.00		\$ 780.00
	70-5720-000-500							
Travel		Marketing Conf	\$ 1,500.00		\$ -	\$ 1,500.00		\$ 3,000.00
	70-5051-000-500							
Savings on Community Newsletter- Layout/Design							\$ (6,000.00)	\$ (6,000.00)
	10-5095-000-100							
TOTAL			\$ 33,839.00	\$ 1,648.88	\$ 18,000.00	\$ 17,487.88	\$ 74,327.49	\$ 33,806.49

** The Library currently budgets \$24,301 for Marketing Manager

** There is a current Digital Marketing Budget of \$20,000 as a component of Acct 42-5840-000-100 in the FY 17 Budget

Library Pay Grade 6 Step 4	
Annual	\$ 59,104.79
Part-Time (25 Hours)	\$ 36,946.00
Hourly	\$ 28.42
Library Pay Grade 5 Step 1	
Annual	\$ 44,925.51
Part-Time (17 Hours)	\$ 19,094.40
Hourly	\$ 21.60



VESTAVIA HILLS LIBRARY IN THE FOREST
1221 Montgomery Highway
Birmingham, AL 35216
205.978.0155

POSITION VACANCY – COMMUNICATIONS MANAGER – PART TIME
POSITION

DESCRIPTION

Work is performed at the Vestavia Hills Library in the Forest under the general supervision of the Library Director with some latitude for independent judgment within established guidelines. The job requires judgment based on knowledge of procedures and policy learned under direct supervision by the Library Director.

The Communications Manager will oversee and manage the creation, production and distribution of marketing materials; manage the library's social media marketing and public relations outreach programs; develop and execute short and long-term marketing and public relations strategies, coordinate or assist in coordinating special events and programming; perform administrative and clerical duties such as budgeting and networking. Perform other library and City-related duties as assigned.

EXAMPLES OF WORK:

- Develop comprehensive marketing and public relations strategies that utilize traditional and emerging communication outlets to increase visibility and customer engagement for the library and City
- Oversee planning, implementation, and evaluation of marketing activities that support VHLF mission and goals
- Work with library and City departments in the implementation of activities that further external communications efforts
- Define goals and expected outcomes or results of campaigns, programs and projects.
- Assess library service, program and communication needs of Vestavia Hills residents, library patrons and special target groups via formal and informal market research methods
- Serve as the library's and City departments' content administrator for all social media marketing (i.e. – website, social networks, email blasts etc.) to ensure that quality and integrity are maintained
- Oversee web and communications teams in the continuous development and implementation of the library and City's marketing strategy
- Collaborate with library and City staff to prepare the content, layout and design of marketing and public relations materials
- Communicate with Library Director and City leaders to analyze and determine what information needs to be communicated to the public

- Prepare correspondence to answer questions, address concerns, gather information, solicit support, and/or express appreciation.
- Serve as an informed source to staff for guidance in marketing, public relations, planning and analytical decision-making.
- Develop internal communications messages that ensure staff, the Library Board and City officials are informed and empowered.
- Respond or coordinate responses to questions posed on social media sites and/or through other digital media in a timely manner.
- Provide written and verbal reports on both routine and special projects, including monthly and annual reports.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES:

- Comprehensive, general knowledge of library and City operations; ability and willingness to give attention to details and ask questions to gain clarity and understanding
- Knowledge of business English to include journalistic and informational writing styles and level of knowledge as needed to create thorough and aesthetically pleasing publications; ability to present written information accurately and in a concise, organized manner
- Ability to write interesting and informative articles, news releases, pamphlets, reports, brochures and related publicity materials
- Possess necessary clerical skills and ability to edit publications for accuracy, correct grammar and punctuation, clarity and relevance as needed to ensure that professional products are created and distributed
- Ability to verbally present information in a concise and expedient manner; ability to speak clearly with appropriate tone, rate and volume to ensure that the message is clearly conveyed in a positive manner
- Knowledge of professional marketing methods, principles and techniques as needed to develop and maintain effective public relations/marketing strategies for the library and City
- Ability to present a positive image of the library and City in person and through various media outlets
- Ability to understand and follow oral and written directions
- Knowledge of computer applications, including hardware and software related to performance of the essential functions of the job
- Ability to understand and apply rules, regulations, policies and procedures as needed to ensure that promotional activities are conducted within appropriate guidelines
- Ability to use presentation, photo and video editing software and audio-visual equipment as needed for public relations and marketing efforts
- Ability to use photographic and video equipment to include digital and video cameras as needed to document various departmental events

- Ability to devise public relations strategies that will communicate the desired message and reach the desired audience; ability to anticipate questions from residents and provide factual information while maintaining a professional image
- Ability to recognize and determine potential crisis situations; the ability to analyze and evaluate situations and information and determine the most appropriate course of action to identify and solve problems
- Ability to prepare and manage a promotional and/or advertising budget to ensure that adequate funding is available for marketing/public relations efforts
- Ability to work with minimal instruction and supervision
- Willingness to establish and maintain effective relationships with associates and with the public
- Ability to read and interpret policies, procedures, regulations and laws to accurately and appropriately communicate organization policies and programs to the public
- Ability to elicit ideas, feelings and perceptions from others as needed to establish and maintain effective working relationships
- Ability to handle irate and concerned citizens in a diplomatic manner

EDUCATION AND EXPERIENCE:

- Bachelor's degree in public relations, marketing or other job-related field
- At least two years of progressive, responsible, related experience or any combination of education, training and experience that provides the required knowledge, skills and abilities to perform the essential functions of the job
- Working knowledge of both Windows and iOS (Mac) operating system platforms
- Proficiency in Adobe Creative Suite (specifically InDesign, Illustrator and Photoshop) and Microsoft Office products

HOURS AND SALARY:

- Salary commensurate with experience
- Part-time position 25 hours per week, with the possibility for full-time employment, with benefits, after trial period
- Position may include working nights and weekends as needed, depending on library needs and program schedules
- Please be prepared to submit a college transcript at the time of the interview.
- Applicant must pass a drug test and background check.
- Position available immediately.

ORDINANCE NUMBER 2702

AN ORDINANCE AUTHORIZING AND DIRECTING THE PURCHASING AND CLOSING OF THE SALE OF REAL ESTATE.

THIS ORDINANCE NUMBER 2702 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 10th day of April, 2017.

WITNESSETH THESE RECITALS:

WHEREAS, municipalities in Alabama have the legal authority to acquire real estate by purchase pursuant to Title 11-40-1, *Code of Alabama, 1975*; and

WHEREAS, the City Council (the “City Council”) of the City of Vestavia Hills, Alabama, a municipal corporation (the “City”) finds and determines that the consideration of the purchase by the City of the real estate and improvements commonly referred to as the “Gold’s Gym property” hereinafter described in section 1 below (the “Property”) will promote the health, safety and general welfare of the City; and

WHEREAS, the Ordinance Number 2702 will be introduced by a first reading at the regularly scheduled meeting of the City Council on March 27, 2017 and considered for approval by the City Council at its regularly scheduled meeting on April 10, 2017 pursuant to the procedure for adoption of an ordinance set forth at Title 11-45-2(b), *Code of Alabama, 1975*; and

WHEREAS, a copy of an Agreement for the Purchase and Sale of Real Estate by and between Store Capital Acquisitions, LLC, a Delaware limited liability company, as “Seller,” and the City of Vestavia Hills, Alabama, a municipal corporation, as “Purchaser,” setting forth a purchase price of Nine Million One Hundred Thousand Dollars (\$9,100,000.00) is attached hereto, marked as Exhibit 1 and is incorporated into this Ordinance Number 270 2 by reference as though set out fully herein; and

WHEREAS, the City Manager is presently obtaining options from different lenders for a loan in the amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) to be used for the purchase of said Property and property adjacent to Wald Park; and

WHEREAS, the Alabama Open Meetings Act set forth at Title 36-25A-7(a)(7), *Code of Alabama, 1975*, provides that the material terms of a contract to purchase real property shall be disclosed in a public meeting prior to the execution of the contract; and

WHEREAS, only the City Council by the enactment of an ordinance or resolution can authorize and direct the execution and delivery of a contract for and on behalf of the municipality (*Van Antwerp, et al v. Board of Commissions of City of Mobile, et al*, 217 Ala. 201, 115 So. 239 (1928); and *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166 (2011)); and

WHEREAS, Title 11-47-5, *Code of Alabama, 1975*, reads as follows:

“Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for ordinary needs of the municipality;”
and

WHEREAS, Title 11-43-21(b)(7), *Code of Alabama, 1975*, requires the City Manager to sign all lawful contracts on behalf of the municipality and reads as follows:

“(b) The City Manager shall have the power and it shall be his duty:...

(7) To make and execute all lawful contracts on behalf of the municipality as to matters within the jurisdiction; provided, that no contract, purchase or obligation involving more than \$100.00 shall be binding until after the approval by the governing body.”

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

1. PROMOTION OF PUBLIC WELFARE: The City Council of the City of Vestavia Hills, Alabama, a municipal corporation, finds and determines that the purchase by the City of the hereinafter described real property and improvements (the “Property”) will promote the health, safety and general welfare of the City:

That certain real estate and improvements situated at 1090 Montgomery Highway in the City of Vestavia Hills, Alabama 35216 consisting of approximately 5.27± acres, together with a two-story building containing approximately 63,128 square feet sometimes referred to as the “Gold’s Gym property” and more particularly described as follows:

Parcel I: Lot 2 and Lot 3, according to the Survey of CVS Vestavia, as recorded in Map Book 213, Page 31, in the Probate Office of Jefferson County, Alabama.

Parcel II: A nonexclusive easement for ingress and egress as set out in the Access Easement Agreement as recorded in Instrument No. 200408/8594 and assigned by Instrument No. 200602/6382; and a perpetual easement for the construction and maintenance of a sign as set out in the agreement recorded in Instrument No. 200408/8593 and assigned by Instrument No. 200602/6381.

Situated in Jefferson County, Alabama.

The above described property shall be hereinafter referred to as “the Property.”

2. **PURCHASE PRICE:** The City of Vestavia Hills, Alabama hereby agrees to pay the sum of Nine Million One Hundred Thousand Dollars (\$9,100,000.00) to purchase the Property.

3. **AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE:** The purchase and closing of the sale of the Property shall be completed all in accordance with the terms, provisions, conditions and limitations of an Agreement for the Purchase and Sale of Real Estate (“Agreement”) negotiated, submitted and recommended by the City Manager and City Attorney. The Agreement is by and between Store Capital Acquisitions, LLC, a Delaware limited liability company (“Seller”) and the City of Vestavia Hills, a municipal corporation (“Purchaser”) for the purchase of the Property at a purchase price of Nine Million One Hundred Thousand Dollars (\$9,100,000.00). A copy said Agreement is attached hereto, marked as Exhibit 1 and is incorporated into this Ordinance Number 2702 by reference as though set out fully herein. The City Council hereby accepts and approves the Agreement and the City Manager and Mayor are hereby authorized to execute and deliver said Agreement and any and all other documents necessary to close the purchase of this sale all in accordance with Exhibit 1.

4. **FINANCING:** The City Manager is hereby authorized and directed to borrow funds in the amount of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) to be used for the purchase of the Property and property adjacent to Wald Park. The term of the loan, interest rate, the amortization schedule for repayment and other terms and conditions of the loan will be added to this ordinance by amendment thereto upon approval by the City Council on April 10, 2017.

5. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

6. **SEVERABILITY:** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance which shall continue in full force and effect notwithstanding such holding.

7. **POSTING OF ORDINANCE NUMBER 2702:** If the City Council approves, enacts and adopts Ordinance Number 2702, as written or as amended, then in such event, said Ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.

8. **EFFECTIVE DATE OF ORDINANCE NUMBER 2702:** Ordinance Number 2702 shall become effective five (5) days after posting in accordance with Title 11-45-8(b), *Code of Alabama, 1975*.

DONE, ORDERED, APPROVED and ADOPTED this the 10th day of April, 2017.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #2702 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 _____ day of April, 2017 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the ____ day of April, 2017.

Rebecca Leavings
City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of February __, 2017 (the "Effective Date"), by and between **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company ("Seller"), and **CITY OF VESTAVIA HILLS, ALABAMA**, a municipal corporation ("Purchaser"). Except as otherwise expressly defined herein, capitalized terms will have the meanings set forth on Exhibit A attached hereto and incorporated herein by this reference.

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereby mutually covenant and agree as follows:

ARTICLE I

PURCHASE OF PROPERTY

Section 1.01. Agreement To Purchase. Purchaser agrees to purchase, and Seller agrees to sell, in accordance with the terms, conditions and stipulations set forth in this Agreement (the "Transaction"), all of Seller's right, title and interest in and to (a) the real property as more particularly described on Exhibit B attached hereto, and any and all improvements thereon and appurtenances thereto (collectively, the "Real Property"); (b) the fixtures affixed thereto; (c) all leases and rental agreements relating to the Real Property or any portion thereof, including, without limitation, the Lease, and to the extent held by Seller, all prepaid rent, security deposits and other tenant prepayments and deposits; and (d) all other property interests belonging or appurtenant to the Real Property (all of the foregoing items in clauses (a) through (d) above, now or hereafter existing, collectively, the "Property"). Notwithstanding any provision contained in this Agreement, expressly excluded from the definition of "Property" are the following items: personal property, appliances, furniture and equipment owned or leased by any Tenant in possession of the Property pursuant to the Lease, and/or any subtenant thereof, from time to time situated on or used in connection with the Property.

Section 1.02. Purchase Price. The purchase price to be paid by Purchaser to Seller for the Property is \$9,100,000.00 (the "Purchase Price"). The Purchase Price shall be paid by Purchaser in immediately available federal funds at Closing.

Section 1.03. Earnest Money Deposit. Within three (3) days after the Effective Date of this Agreement, Purchaser shall deposit with the Title Company the sum of \$25,000 (together with all interest accrued thereon, if any, the "Earnest Money Deposit"). The Earnest Money Deposit shall be held by the Title Company and shall be applied against the Purchase Price at Closing or disbursed as provided herein; *provided, however*, at Purchaser's direction and expense (if any), the Earnest Money Deposit shall be placed in an interest-bearing account by the Title Company. The Earnest Money Deposit shall be non-refundable upon the expiration of the Inspection Period.

Section 1.04. Prorations. All taxes, insurance, utilities and maintenance expenses relating to the Property for the year of Closing to be paid by the Tenant pursuant to the Lease shall not be prorated; all other amounts, if any, shall be prorated as of the Closing Date and taxes shall be based on the most recent mill levy and most recent assessed valuation, or, if not

available, on the taxes for the calendar year immediately preceding Closing. Rents actually paid to and received by Seller with respect to the Property for the month in which Closing occurs shall be prorated as of the Closing Date. All prorations shall be final.

Section 1.05. Condition of Property. Seller and Purchaser understand and agree that Purchaser's purchase of the Property and other rights to be conveyed, sold, transferred and/or assigned pursuant to this Agreement shall be on an "AS IS" "WHERE IS" physical basis, "WITH ALL FAULTS," without representation or warranty, express or implied, with regard to physical condition, including without limitation, any latent or patent defects, conditions of soils or groundwater, existence or nonexistence of hazardous materials, quality of construction, workmanship, merchantability or fitness for any particular purpose as to the physical measurements or useable space thereof. Purchaser hereby acknowledges that Purchaser has inspected or will inspect the Property to Purchaser's satisfaction and that Seller does not plan to conduct its own inspection and shall not be liable for any latent or patent defects in the Property. Purchaser acknowledges that neither Seller nor any representative or agent of Seller has made any representation or warranty as to any of the following: (a) the physical or environmental condition (including surface and subsurface conditions), state of repair, income, expenses, operations of the Property and surrounding property; (b) the assignability, assumability, transferability or validity of any licenses, permits, government approvals, warranties or guaranties relating to the Property or the use and operation thereof; (c) the accuracy or completeness of any information provided by Seller with respect to the Property or the Tenant; (d) compliance or noncompliance with local, state or federal statutes, ordinances, orders or regulations concerning the Property or the use thereof; (e) prior or current operations conducted on the Property; (f) the financial condition of the Tenant, the operation of the business conducted at the Property or the overall business performance of the Tenant; or (g) any matter or thing affecting or relating to the Property, the Lease or this Agreement not expressly stated in this Section 1.05. Purchaser has not been induced by and has not relied upon any statement, representation or agreement, whether express or implied, not specifically set forth in this Agreement. Seller shall not be liable or bound in any manner by any oral or written statement, agreement or information pertaining to the Property, the Tenant, the Lease or this Agreement furnished by any agent, employee or other Person.

Section 1.06. Lease. The parties acknowledge that the Property is subject to the Lease between Seller and the Tenant.

ARTICLE II

DUE DILIGENCE

Section 2.01. Title Insurance.

(a) ***Title Commitment and Title Policy.*** Within five (5) days of the Effective Date, Seller shall order an owner's title insurance commitment ("Title Commitment") with respect to the Property issued by the Title Company, for an owner's title insurance policy (the "Title Policy"). Seller shall cause a copy of the Title Commitment and copies of the Schedule B-2 exceptions to be delivered to Purchaser. The premium related to the Title Policy shall be paid by Seller and costs for endorsements, if any, shall be the responsibility of Purchaser.

(b) **Title Company.** The Title Company is hereby employed by the parties to act as escrow agent in connection with this Transaction. This Agreement shall be used as instructions to the Title Company, as escrow agent, which may provide its standard conditions of acceptance of escrow; *provided, however*, that in the event of any inconsistency between such standard conditions of acceptance and the terms of this Agreement, the terms of this Agreement shall prevail. The Title Company's receipt of this Agreement and the opening of an escrow pursuant to this Agreement shall be deemed to constitute conclusive evidence of the Title Company's agreement to be bound by the terms and conditions of this Agreement pertaining to the Title Company.

(c) **Title Company Actions.** The Title Company is authorized to pay, from any funds held by it for each party's respective credit and in accordance with the closing statements executed by both parties, all amounts set forth on the closing statements as necessary to procure the delivery of any documents and to pay, on behalf of Purchaser and Seller, all charges and obligations payable by them, respectively. Seller and Purchaser will pay all charges payable by them to the Title Company. The Title Company shall not cause the Transaction to close unless and until it has received written instructions from Seller and Purchaser to do so. The Title Company is authorized, in the event any conflicting demand is made upon it concerning these instructions or the escrow, at its election, to hold any documents and/or funds deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Purchaser or to interplead such documents and/or funds in an action brought in any such court. Deposit by the Title Company of such documents and funds, after deducting therefrom its reasonable expenses and attorneys' fees incurred in connection with any such court action, shall relieve the Title Company of all further liability and responsibility for such documents and funds.

(d) **Title Objections.**

(i) Within seven (7) days after the Purchaser's receipt of both the Title Commitment and the Survey, but in no event after the expiration of the Inspection Period, Purchaser shall notify Seller in writing of Purchaser's objection, if any, to any exceptions or other title matters shown on the Title Commitment or the Survey (each, a "Title Objection"). If any Title Objection is not removed or resolved by Seller to Purchaser's satisfaction on or before the expiration of the Inspection Period, then Purchaser's sole remedy is to terminate this Agreement upon written notice to Seller, in which event the Earnest Money Deposit shall be returned to Purchaser and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein.

(ii) Following the Inspection Period, if any supplement to the Title Commitment discloses any additional title defects not previously disclosed in the original Title Commitment and which were not created by or with the consent of Purchaser, and which are not acceptable to Purchaser, Purchaser shall notify Seller in writing of its objection thereto (each, an "Additional Title Objection") within three (3) days following receipt of such supplement or revision. If any Additional Title Objection is not removed or resolved by Seller to Purchaser's

satisfaction within three (3) days of Seller's receipt of the Additional Title Objection, then Purchaser shall have the option, as its sole remedy, to terminate this Agreement upon written notice to Seller within six (6) days of Purchaser sending the Additional Title Objection, but in no event after the Closing Date, in which event the Earnest Money Deposit shall be returned to Purchaser and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein. If Purchaser fails to terminate within six (6) days of Purchaser sending the Additional Title Objection, Purchaser shall be deemed to have waived such Additional Title Objection.

(iii) Purchaser's failure to timely deliver a Title Objection or an Additional Title Objection shall be deemed Purchaser's acceptance of the matters disclosed by the Title Commitment and the Survey. If Purchaser does not terminate this Agreement by reason of any Title Objection or Additional Title Objection as provided in this Section, then such Title Objection or Additional Title Objection shall be deemed waived and approved by Purchaser and shall thereafter be deemed a Permitted Encumbrance.

Section 2.02. Seller Documents. With reasonable promptness, but in no event later than seven (7) days from the Effective Date, Seller shall deliver to Purchaser the following items which are in Seller's possession or under its control (collectively, the "Seller Documents"):

- (a) any existing survey or site plan related to the Property (the "Survey");
- (b) any existing environmental report related to the Property (the "Environmental Report"); and
- (c) a full and complete copy of the Lease and, upon receipt of an executed non-disclosure agreement, the most recent financial statements of the Tenant delivered to Seller.

Seller makes no representation or warranty regarding the Seller Documents, or any other materials relating to the Property or the Tenant, delivered to Purchaser. Purchaser may be required to deliver a confidentiality agreement with respect to financial statements delivered.

Section 2.03. Survey. Purchaser may, at its sole cost and expense, order an update to the Survey (or a new survey) if required by the Title Company or otherwise required by Purchaser.

Section 2.04. Environmental. Purchaser may, at its sole cost and expense, order an update to the Environmental Report or a new Phase I environmental assessment report, if deemed necessary by Purchaser in its sole discretion.

Section 2.05. Tenant Estoppel. Seller shall obtain and deliver to Purchaser, at least one (1) day prior to the expiration of the Inspection Period, a tenant estoppel certificate from the Tenant in form and substance reasonably satisfactory to Purchaser and Tenant.

Section 2.06. Inspections. From the Effective Date and for a period of sixty (60) days (the "Inspection Period"), Purchaser may perform whatever investigations, tests and inspections

upon the Property during normal business hours or as otherwise requested by Seller that Purchaser deems reasonably appropriate (collectively, the "Inspections"); *provided, however*, that prior thereto, Purchaser shall give Seller at least three (3) days' prior notice thereof and Seller and any representative of Seller shall have the right to be present during any Inspection. Absent Seller's prior written consent, Purchaser shall not contact the Tenant without a representative of Seller present. Purchaser shall have the right to terminate this Agreement by written notice to Seller on or before the expiration of the Inspection Period if, based upon the Inspections, Purchaser determines, in its sole discretion, that the Property is not satisfactory, in which event, this Agreement shall terminate without further liability to the parties except as expressly set forth herein and the Earnest Money Deposit shall be returned to Purchaser. In the event that Purchaser fails to provide such written notice to Seller on or before expiration of the Inspection Period, Purchaser shall be deemed to have waived any objections based upon the Inspections and subject to Sections 2.01(d), 6.02(a) and 7.01, the Earnest Money Deposit shall be non-refundable.

ARTICLE III

CLOSING

Section 3.01. Closing Date. Subject to the provisions of Article V of this Agreement, the closing date of the Transaction contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following expiration of the Inspection Period, as set by mutual agreement of Seller and Purchaser (the "Closing Date"), but in no event later than May 31, 2017. All Transaction Documents will be prepared by Seller or Seller's counsel. The parties shall deposit all funds and all documents (including without limitation, the executed Transaction Documents) required hereunder with the Title Company on or before the Closing Date.

Section 3.02. Possession. Possession of the Property, free and clear of all liens, tenants or other parties in possession, except for the Tenant under the Lease, shall be delivered to Purchaser upon Closing.

Section 3.03. Transaction Costs. Except as otherwise expressly provided in this Agreement, Purchaser shall pay for all costs associated with its diligence activities, including without limitation, the updates (if any) of the Survey and Environmental Report, all transfer or excise taxes, the procurement of any financing, all endorsements related to the Title Policy, recording fees related to the Transaction Documents and any escrow costs. Seller shall pay the basic premium of the Title Policy. Each party shall pay its own legal and other professional fees.

ARTICLE IV

REPRESENTATIONS WARRANTIES AND COVENANTS

Section 4.01. Seller. Seller represents and warrants to, and covenants with, Purchaser as follows:

(a) **Organization and Authority.** Seller is duly organized or formed, validly existing and in good standing under the laws of its state of formation. Seller has all

requisite power and authority to execute, deliver and perform its obligations under this Agreement and all of the other Transaction Documents, and to carry out the Transaction. The Person who has executed this Agreement on behalf of Seller has been duly authorized to do so.

(b) **Enforceability of Documents.** Upon execution by Seller, this Agreement and the other Transaction Documents shall constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) **No Notice of Violation.** Seller has received no written notice of any violation of any applicable statutes, regulations, rules or ordinances with respect to the Property.

All representations and warranties of Seller made in this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again at and as of the Closing Date, shall be true at and as of the Closing Date, and, together with the covenants made by Seller herein, shall survive for six (6) months following Closing.

Section 4.02. Purchaser. Purchaser represents and warrants to, and covenants with, Seller as follows:

(a) **Organization and Authority.** Purchaser is duly organized and formed, validly existing and in good standing under the laws of its state of formation. Purchaser has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and all of the other Transaction Documents and to carry out the Transaction. The Person who has executed this Agreement on behalf of Purchaser has been duly authorized to do so.

(b) **Enforceability of Documents.** Upon execution by Purchaser, this Agreement and the other Transaction Documents shall constitute the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) **Litigation.** There are no actions or proceedings pending against or involving Purchaser before any Governmental Authority which in any way adversely affect or may adversely affect Purchaser or Purchaser's ability to perform under this Agreement and the other Transaction Documents.

(d) **OFAC List.** Purchaser is not currently identified on the OFAC List, and is not a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

(e) **Bankruptcy Petition.** Purchaser hereby agrees that it shall not institute against, or join any other Person in instituting against, Seller, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or any other proceeding under any federal or state bankruptcy or similar law. The provisions of this Section shall survive Closing or termination of this Agreement.

All representations and warranties of Purchaser made in this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again at and as of the Closing Date, shall be true at and as of the Closing Date, and, together with the covenants made by Purchaser herein, except as otherwise expressly set forth herein, shall survive for six (6) months following Closing.

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

Section 5.01. Purchaser's Conditions to Closing. Purchaser shall not be obligated to close and fund the Transaction until the delivery to Purchaser or the Title Company, as applicable, the following items:

- (a) fully executed originals of (i) the Deed; (ii) the Lease; and (iii) all of the other Transaction Documents;
- (b) documents that may be required by the Title Company for issuance of the Title Policy;
- (c) a closing settlement statement reflecting the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement;
- (d) all documents required to be delivered by this Agreement and the other Transaction Documents; and
- (e) such further documents as reasonably may be required in order to fully and legally close this Transaction.

Upon the fulfillment or Purchaser's written waiver of all of the above conditions, Purchaser shall deposit immediately available federal funds necessary to close this Transaction with the Title Company and this Transaction shall close in accordance with the terms and conditions of this Agreement. Unless otherwise dated, all of the documents to be delivered at Closing shall be dated as of the Closing Date.

Section 5.02. Seller's Conditions Precedent to Closing. Seller shall not be obligated to close the Transaction until the fulfillment (or written waiver by Seller) of all of the following conditions:

- (a) Purchaser shall have delivered to the Title Company the Purchase Price, as adjusted pursuant to the requirements of this Agreement, in immediately available federal funds;

(b) Purchaser shall have caused to be executed and delivered to the appropriate Persons fully executed originals of (i) the Lease, and (ii) all of the other Transaction Documents;

(c) Purchaser shall have delivered to the Title Company a closing settlement statement reflecting the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement;

(d) Seller shall have obtained all third party consents deemed necessary in Seller's sole discretion for (i) the Transaction and (ii) the release of any Seller mortgage or other document (including any securitization document) which encumbers any Property; and

(e) Purchaser shall have delivered to Seller and/or the Title Company such further documents as may reasonably be required in order to fully and legally close this Transaction.

ARTICLE VI

DEFAULTS; REMEDIES

Section 6.01. Default. Each of the following shall be deemed an event of default (each, an "Event of Default"):

(a) if any representation or warranty of a party set forth in this Agreement or any other Transaction Document is false in any material respect or if a party renders any false statement; or

(b) if a party fails to keep or perform any of the terms or provisions of this Agreement or if any condition precedent is not satisfied by the other party at or prior to the Closing Date.

Section 6.02. Purchaser Remedies. In the event of any Event of Default by Seller, Purchaser, as its sole and exclusive remedy, shall be entitled to exercise, at its option, any one of the following:

(a) Purchaser may terminate this Agreement by giving written notice to Seller in which case the Earnest Money Deposit shall be returned to Purchaser and neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement; or

(b) Purchaser may proceed to Closing.

Section 6.03. Seller Remedies. In the event of any Event of Default by Purchaser, Seller, as its sole and exclusive remedy (except for the indemnity obligations of Purchaser under Section 7.04), shall be entitled to receive the Earnest Money Deposit as liquidated damages (and not as a penalty) and to terminate this Agreement whereupon neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement.

Section 6.04. Waiver. Purchaser and Seller each hereby waive all other rights and remedies not expressly provided for herein, whether in law or in equity.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Risk of Loss.

(a) **Condemnation.** If, prior to Closing, action is initiated to take the Property, or any portion thereof, by eminent domain proceedings or by deed in lieu thereof, Purchaser may elect at or prior to Closing, to (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein, or (ii) proceed to close, in which event all of Seller's assignable right, title and interest in and to the award of the condemning authority, to the extent that the amount of such award does not exceed the Purchase Price, shall be assigned to Purchaser at Closing and there shall be no reduction in the Purchase Price.

(b) **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to Closing from fire or other casualty, which Seller, at its sole option, does not elect to repair, Purchaser may elect at or prior to Closing, to (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein; or (ii) consummate Closing, in which event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs incurred by Seller to repair or restore the Property and any portion paid or to be paid on account of the loss of rents or other income from the Property for the period prior to the Closing Date, all of which shall be payable to Seller), to the extent that the amount of such insurance does not exceed the Purchase Price, shall be assigned to Purchaser at Closing.

Section 7.02. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called "Notices") shall be in writing and given by (a) hand delivery; (b) express overnight delivery service; (c) certified or registered mail, return receipt requested; or (d) electronic mail message, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) the next Business Day, if delivered by a reputable express overnight delivery service; (iii) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) transmission. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Purchaser: City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills, Alabama 35216
Attn: Jeffery Downes, City Manager
Email: jdownes@vhal.org

With a copy to: Patrick H. Boone
Vestavia Hills City Attorney
215 Richard Arrington, Jr. Blvd. North
705 New South Federal Savings Building
Birmingham, Alabama 35203-3720
E-Mail: patrickboone@bellsouth.net

If to Seller: STORE Capital Acquisitions, LLC
8377 E. Hartford Drive, Suite 100
Scottsdale, Arizona 85255
Attention: Mr. Michael J. Zieg
Email: mzieg@storecapital.com

With a copy to: Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Lauren Walker
Email: lauren.walker@kutakrock.com

or to such other address or such other Person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. Whenever in this Agreement the giving of Notice is required, the giving thereof may be waived in writing at any time by the Person or Persons entitled to receive such Notice.

Section 7.03. Assignment. Purchaser may not assign its rights under this Agreement in whole or in part without the prior written consent of Seller; *provided, however*, Purchaser may assign this Agreement to an entity owned or controlled by Purchaser upon written notice of such assignment delivered to Seller prior to the Closing Date. No assignment of Purchaser's right and interest hereunder shall relieve Purchaser of any liability for the performance of any obligation of Purchaser contained herein. The provisions of this Section 7.03 shall survive Closing.

Section 7.04. Indemnity. Purchaser shall indemnify, defend and hold harmless Seller and its directors, officers, shareholders, managers, members, employees, representatives, successors, assigns, agents, lenders, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees and invitees, as applicable (collectively, the "Indemnified Parties"), from and against any and all Losses of any nature arising from or connected with any Inspections performed pursuant to Section 2.06. Purchaser's obligations under this Section 7.04 shall survive Closing or termination of this Agreement.

Section 7.05. Brokerage Commission. Each of the parties represents and warrants to the other that neither party has dealt with, negotiated through or communicated with any broker in connection with this Transaction, except for Blake C. Crowe of Southpace Properties, Inc. - Blake C. Crowe on behalf of Seller and Purchaser. At Closing, Seller shall pay a commission equal to 4% of the Purchase Price to such broker. Seller shall indemnify, defend and hold harmless against any and all claims, loss, costs and expenses, including reasonable attorneys' fees, resulting from any claims that may be made against such party by any other broker claiming a commission or fee by, through or under the other party. The parties' respective obligations under this Section 7.05 shall survive Closing or termination of this Agreement.

Section 7.06. Reporting Requirements. The parties agree to comply with any and all reporting requirements applicable to the Transaction which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any Governmental Authority, and further agree upon request, to furnish the other party with evidence of such compliance. Seller and Purchaser expressly acknowledge and agree that any and all documents executed and delivered by the parties in order to close this sale, specifically including but not limited to, the Purchase and Sale Agreement, Deed, closing statement, financing documents regarding funds borrowed by Purchaser, Affidavits, all documents referred in sections 5.01 and 5.02, and other closing documents signed by either of the parties incident to closing are "public records" within the meaning of Title 41-13-1, *Code of Alabama, 1975*; that every citizen has a right to inspect and have a copy of said documents in accordance with Title 36-12-40, *Code of Alabama, 1975*, and Title 36-12-41, *Code of Alabama, 1975*.

Section 7.07. Disclosure. Except as expressly provided in Section 7.06, in this Section 7.07 and by law or judicial action, neither Seller nor Purchaser will make any public disclosure of this Agreement or the other Transaction Documents, the Transaction or the provisions of the Transaction Documents without the prior written consent of the other party hereto. The parties also agree that, notwithstanding any provision contained in this Agreement, any party (and each employee, representative or other agent of any party) may disclose to *any and all Persons, without limitation of any kind*, any matter required under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

Section 7.08. Time is of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Agreement.

Section 7.09. Non-Business Days. If the Closing Date or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the state in which any Property is located, then the Closing Date or such notice or performance shall be postponed until the next Business Day.

Section 7.10. Waiver and Amendment. No provision of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

Section 7.11. Personal Liability. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary

consideration for the execution of this Agreement by Seller, that (a) there shall be absolutely no personal liability on the part of any shareholder, director, officer, manager, member or employee of Seller with respect to any of the terms, covenants and conditions of this Agreement; and (b) Purchaser waives all claims, demands and causes of action against the shareholders, directors, officers, managers, members or employees of Seller in the event of any breach by Seller of any of the terms, covenants and conditions of this Agreement to be performed by Seller.

Section 7.12. Headings; Internal References. The headings of the various sections and exhibits of this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Agreement. Unless stated to the contrary, any references to any section, subsection, exhibit and the like contained herein are to the respective section, subsection, exhibit and the like of this Agreement.

Section 7.13. Construction Generally. This is an agreement between parties who are experienced in sophisticated and complex matters similar to the Transaction and the other Transaction Documents, is entered into by both parties in reliance upon the economic and legal bargains contained herein and therein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Seller and Purchaser were each represented by legal counsel competent in advising them of their obligations and liabilities hereunder.

Section 7.14. Further Assurances. Each of the parties agrees, whenever and as often as reasonably requested so to do by the other party or the Title Company, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments, or other documents as may be necessary, expedient or proper, in order to complete any and all conveyances, transfers, sales and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

Section 7.15. Attorneys' Fees. In the event of any controversy, claim, dispute or proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

Section 7.16. Entire Agreement. This Agreement and all other Transaction Documents, and all other certificates, instruments or agreements to be delivered hereunder and thereunder constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between Seller and Purchaser with respect to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, upon the execution and delivery of this Agreement by Seller and Purchaser, (a) this Agreement shall supersede any previous discussions, agreements, term sheets or commitment letters relating to the Transaction, including without limitation, the Letter of Intent, and any and all agreements related to confidentiality, exclusivity, non-competition, non-solicitation of employees, non-solicitation or pursuit of any business opportunity represented by the Transaction, or any other term or

condition which restricts any business activity of Seller or its affiliates, (b) the terms and conditions of this Agreement shall control notwithstanding that such terms are inconsistent with or vary from those set forth in any of the foregoing agreements, and (c) this Agreement may only be amended by a written agreement executed by Seller and Purchaser. The provisions of this Section shall survive Closing.

Section 7.17. Recording. This Agreement shall not be recorded in any office of any Governmental Authority.

Section 7.18. Forum Selection; Jurisdiction; Venue; Choice of Law. For purposes of any action or proceeding arising out of this Agreement, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in Jefferson County, in the State of Alabama, and consent that they may be served with any process or paper by registered mail or by personal service within or without Jefferson County, in the State of Alabama in accordance with applicable law.

Section 7.19. Separability; Binding Effect; Governing Law. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Subject to the provisions of Section 7.03, all provisions contained in this Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of each party hereto, including, without limitation, any United States trustee, any debtor-in-possession or any trustee appointed from a private panel, in each case to the same extent as if each successor and assign were named as a party hereto. This Agreement shall be governed by, and construed with, the laws of the applicable state or states in which the Property is located, without giving effect to any state's conflict of laws principles.

Section 7.20. Survival. Except for the conditions of Closing set forth in Article V, which shall be satisfied or waived in writing as of the Closing Date, and except as otherwise expressly set forth herein, all representations, warranties, agreements, obligations and indemnities of Seller and Purchaser set forth in this Agreement shall survive Closing.

Section 7.21. Waiver of Jury Trial and Certain Damages. THE PARTIES HERETO SHALL AND THEY HEREBY DO INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY CLAIM OR INJURY OR DAMAGE RELATED THERETO. THE PARTIES FURTHER WAIVE THE RIGHT TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO.

Section 7.22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument.

Section 7.23. IRC Section 1031 Exchange of Property. The parties agree that a party may elect to complete an Internal Revenue Code 1031 tax-deferred exchange that will not affect the terms and conditions of this Agreement; *provided, however,* that (a) the non-requesting party will cooperate with the requesting party to complete such exchange in a timely manner on the conditions that the non-requesting party shall not be obligated to pay, suffer or incur any additional expenses or liabilities as a result of cooperating in the requesting party's exchange and the non-requesting party shall not be obligated to acquire any other real property in connection with such exchange; (b) the non-requesting party shall not have any liability to the requesting party for failure of the exchange to qualify under the Internal Revenue Code and Treasury Regulations; (c) any assignment(s) made by the requesting party in connection with such exchange shall not relieve the requesting party of its obligations under this Agreement; (d) the requesting party shall cause all documentation necessary or appropriate in connection with such exchange to be prepared and available for execution no later than the Closing Date; (e) the completion of one or more tax-deferred exchanges is not a condition to the performance by the requesting party of its obligations set forth in this Agreement; and (f) the completion of one or more tax-deferred exchanges shall in no way delay Closing.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

SELLER:

STORE CAPITAL ACQUISITIONS, LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

PURCHASER:

CITY OF VESTAVIA HILLS, ALABAMA, a
municipal corporation

By: _____

Name: Ashley Curry

Title: Mayor

By: _____

Name: Jeffery Downes

Title: City Manager

EXHIBIT A
DEFINED TERMS

The following terms shall have the following meanings for all purposes of this Agreement:

“*Additional Title Objection*” has the meaning set forth in Section 2.01(d)(ii).

“*Business Day*” means a day on which banks located in Scottsdale, Arizona are not required or authorized to remain closed.

“*Closing*” shall have the meaning set forth in Section 3.01.

“*Closing Date*” means the date specified as the closing date in Section 3.01.

“*Deed*” means that special warranty deed (or its equivalent under the law of the state in which the Property is located) whereby Seller conveys to Purchaser all of Seller’s right, title and interest in and to the Property.

“*Earnest Money Deposit*” has the meaning set forth in Section 1.03.

“*Effective Date*” has the meaning set forth in the introductory paragraph of this Agreement.

“*Environmental Report*” has the meaning set forth in Section 2.02(b).

“*Event of Default*” has the meaning set forth in Section 6.01.

“*Governmental Authority*” means the United States of America, any state, local or other political subdivision thereof, any other entity exercising executive, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

“*Indemnified Parties*” has the meaning set forth in Section 7.04.

“*Initial Deposit*” has the meaning set forth in Section 1.03.

“*Inspection Period*” has the meaning set forth in Section 2.06.

“*Inspections*” has the meaning set forth in Section 2.06.

“*Leases*” means that certain Lease Agreement dated December 20, 2010 by and between Seller, as landlord, and Gold's Alabama LLC, as tenant, together with all amendments, modifications and guaranties relating thereto.

“*Letter of Intent*” means that certain Letter of Intent dated September 26, 2016 between STORE Capital Corporation, on behalf of Seller, and Purchaser.

“*Losses*” means any and all claims, lawsuits, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, interest, penalties, interest, charges, fees, expenses, judgments, decrees, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys’ fees, court costs and costs incurred in the investigation, defense and settlement of claims).

“*Notices*” has the meaning set forth in Section 7.02.

“*OFAC List*” means the list of specially designated nationals and blocked Persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any legal requirements, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States. The OFAC List currently is accessible through the internet website www.treas.gov/ofac/t11sdn.pdf.

“*Permitted Encumbrances*” means the lien of any real estate taxes, water and sewer charges, not yet due and payable; those recorded easements, restrictions, liens and encumbrances set forth as exceptions in the Title Commitment and in the Title Policy to be issued by Title Company to Purchaser and approved by Purchaser in its sole discretion in connection with this Agreement; and the Lease and all rights of the Tenant thereunder.

“*Person*” means any natural person, firm, corporation, partnership, limited liability company, other entity, state, political subdivision of any state, the United States of America, any agency or instrumentality of the United States of America, any other public body or other organization or association.

“*Property*” has the meaning set forth in Section 1.01.

“*Purchase Price*” means the amount specified in Section 1.02.

“*Real Property*” has the meaning set forth in Section 1.01.

“*Seller Documents*” has the meaning set forth in Section 2.02.

“*Survey*” has the meaning set forth in Section 2.02(a).

“*Tenant*” means, Gold's Alabama LLC , an Alabama limited liability company.

“*Title Commitment*” has the meaning set forth in Section 2.01(a).

“*Title Company*” means First American Title Insurance Company located at 2425 E. Camelback Road, Suite 300, Phoenix, Arizona 85016, Attention: Kristin Brown, National Commercial Services.

“*Title Objection*” has the meaning set forth in Section 2.01(d)(i).

“*Title Policy*” has the meaning set forth in Section 2.01(a).

“*Transaction*” has the meaning set forth in Section 1.01.

“*Transaction Documents*” means this Agreement, the Lease, the Deed, any and all documents referenced herein and therein, and such other documents, payments, instruments and certificates as are reasonably required by the Title Company.

EXHIBIT B

LEGAL DESCRIPTION / PROPERTY ADDRESS

Street Address: 1090 Montgomery Highway Vestavia Hills AL 35216

Legal Description:

Parcel I:

Lot 2 and Lot 3, according to the Survey of CVS Vestavia, as recorded in Map Book 213, Page 31, in the Probate Office of Jefferson County, Alabama.

Parcel II:

A nonexclusive easement for ingress and egress as set out in the Access Easement Agreement as recorded in Instrument No. 200408/8594 and assigned by Instrument No. 200602/6382; and A perpetual easement for the construction and maintenance of a sign as set out in the agreement recorded in Instrument No. 200408/8593 and assigned by Instrument No. 200602/6381.

Situated in Jefferson County, Alabama.

B-1

TO: BRANCH BANKING & TRUST
FROM: CITY OF VESTAVIA HILLS

THE CITY OF VESTAVIA HILLS ACCEPTS THE FOLLOWING TERMS AS PROPOSED ON MARCH 17, 2017:

GO WARRANT - \$9,100,000.00

TERM: 4 YEARS

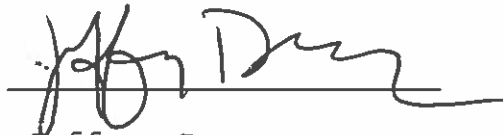
INTEREST RATE: 2.95%

GO WARRANT - \$400,000.00

TERM: 4 YEARS

INTEREST RATE: 1.98%

SINCERELY,



Jeffrey Downes

NAME

City Manager

TITLE

March 21, 2017

DATE

City of Vestavia Hills
Community Center Project

OPTION 6 - TAXABLE/NON-BANK QUALIFIED 4 YEARS WITH BALLOON

\$9.1MM; 2.95%; Taxable; 4 Years; Balloon					
	Date	Payment	Interest	Principal	Balance
Loan	4/28/2017				9,100,000.00
1	4/28/2018	484,750.00	268,450.00	216,300.00	8,883,700.00
2	4/28/2019	484,750.00	262,069.15	222,680.85	8,661,019.15
3	4/28/2020	484,750.00	255,500.06	229,249.94	8,431,769.21
4	4/28/2021	<u>8,680,506.41</u>	<u>248,737.20</u>	<u>8,431,769.21</u>	0.00
Grand Totals		10,134,756.41	1,034,756.41	9,100,000.00	

\$400M; 2.34%; Non-Bank Qualified; 4 Years; Balloon					
	Date	Payment	Interest	Principal	Balance
Loan	4/28/2017				400,000.00
1	4/28/2018	55,250.00	9,360.00	45,890.00	354,110.00
2	4/28/2019	55,250.00	8,286.17	46,963.83	307,146.17
3	4/28/2020	55,250.00	7,187.22	48,062.78	259,083.39
4	4/28/2021	<u>265,145.95</u>	<u>6,062.56</u>	<u>259,083.39</u>	0.00
Grand Totals		430,895.95	30,895.95	400,000.00	

Blended					
	Date	Payment	Interest	Principal	Balance
Loan	4/28/2017				9,500,000.00
1	4/28/2018	540,000.00	277,810.00	262,190.00	9,237,810.00
2	4/28/2019	540,000.00	270,355.32	269,644.68	8,968,165.32
3	4/28/2020	540,000.00	262,687.28	277,312.72	8,690,852.60
4	4/28/2021	<u>8,945,652.36</u>	<u>254,799.76</u>	<u>8,690,852.60</u>	0.00
Grand Totals		10,565,652.36	1,065,652.36	9,500,000.00	