

**Vestavia Hills**  
**City Council Agenda**  
**January 28, 2019**  
**6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Tom Bell, Vestavia Hills Chaplin
4. Pledge Of Allegiance
5. City Manager’s Report
6. Councilors’ Reports
7. Financial Reports – George Sawaya, Asst. Finance Director
8. Approval of Minutes – January 14, 2019 (Regular Meeting)

**Old Business**

9. Ordinance Number 2817 – Rezoning – 3791 Poe Drive; That Part Of Lot 1, Overton Village Resurvey Which Lies In The Vestavia Hills Corporate Limits; Rezone From Vestavia Hills B-2 (General Business District) To VH R-9 (Planned Residential District); Overton Condos, LLC, Mark Perlman, Owners (*public hearing*)
10. Ordinance Number 2818 – Rezoning – 3771 And 3783 Fairhaven Drive; Lots 24, 25, 31 And 32, Block 1, Glass Addition To New Merkle; Rezone From Vestavia Hills INST (Institutional District) To Vestavia Hills R-9 (Planned Residential District); Overton Investments, LLC, Owners (*public hearing*)
11. Ordinance Number 2819 – Annexation – 90-Day Final – 3421 Coventry Drive; Lot 6, Block 2, Coventry, 1<sup>st</sup> And 2<sup>nd</sup> Sector; Barbara French, Owner (*public hearing*)
12. Ordinance Number 2820 – Rezoning - 3421 Coventry Drive; Lot 6, Block 2, Coventry, 1<sup>st</sup> And 2<sup>nd</sup> Sector; Rezone From Jefferson County R-1 (Medium Density Residential District) To Vestavia Hills R-2 (Medium Density Residential District); Barbara French, Owner (*public hearing*)
13. Ordinance Number 2821 – Annexation – 90-Day Final – 3531 Valley Circle; Lot 6, Block 1, Dolly Ridge Estates, 2<sup>nd</sup> Add; Alan And Patricia Foster, Owners (*public hearing*)
14. Ordinance Number 2822 – Rezoning – 3531 Valley Circle; Lot 6, Block 1, Dolly Ridge Estates, 2<sup>nd</sup> Add; Rezone from Jefferson County R-1 (Medium Density Residential District) To Vestavia Hills R-2 (Medium Density Residential District); Alan And Patricia Foster, Owners (*public hearing*)

15. Ordinance Number 2823 – Annexation – 90-Day Final – 2532 Skyland Drive; Lot 8, Block 2, Dolly Ridge Estates, 2<sup>nd</sup> Add; Jason And Laura Sparks, Owners (*public hearing*)
16. Ordinance Number 2824 – Rezoning – 2532 Skyland Drive; Lot 8, Block 2, Dolly Ridge Estates, 2<sup>nd</sup> Add; Rezone from Jefferson County R-1 (Medium Density Residential District) To Vestavia Hills R-2 (Medium Density Residential District); Jason And Laura Sparks, Owners (*public hearing*)

#### **New Business**

17. Resolution Number 5120 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property
18. Resolution Number 5121 – A Resolution Approving An Alcohol License For Slice LLC D/B/A Wing Ding 2019; Jeffrey Saied Bajaleih, Jason Brian Bajalieh, Christopher Saleh Bajaheih, Executives For A Special Event At 1032 Montgomery Highway (*public hearing*)

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

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

19. Resolution Number 5122 – A Resolution Establishing A Sidewalk Construction Policy For The Installation Of Public Sidewalks With Financial Assistance From Area Residents (*public hearing*)
20. Ordinance Number 2828 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Kadco, LLC For Construction Of Sidewalks On Poe Drive (*public hearing*)
21. Citizen Comments
22. Motion For Adjournment

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**JANUARY 14, 2019**

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry 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  
Paul Head, Councilor  
George Pierce, Councilor

**MEMBERS ABSENT:**

Kimberly Cook, Councilor

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
George Sawaya, Asst. Finance Director  
Dan Rary, Police Chief  
Marvin Green, Fire Chief  
Christopher Brady, City Engineer  
Cinnamon McCulley, Communication Specialist

David Phillips, Vestavia Hills Chaplin, led the invocation followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, GUEST RECOGNITION**

- Mr. Pierce stated he was going to attend the retreat for new members of the Chamber of Commerce to be held Thursday at the Vestavia Country Club.
- Mr. Pierce welcomed Ford Pierce, his grandson, who was elected Mayor of his 4<sup>th</sup> grade class. He stated the responsibilities that position entails and what Ford will be doing during his tenure.
- Fire Chief Marvin Green recognized members of the new 2019 Vestavia Hills Leadership class members who were in attendance.

## **PROCLAMATION – ALABAMA BICENTENNIAL**

The Mayor presented a proclamation designating 2019 as “Alabama Bicentennial.” Mr. Downes read the proclamation aloud and presented it to Julie Harper, Brian Davis and Melanie Perry, members of the Bicentennial Committee. The Mayor stated that the City will join the State of Alabama in celebration of Her 200<sup>th</sup> birthday by hosting several events throughout the City during the year to celebrate and educate everyone about the history of Alabama and the City of Vestavia Hills.

## **CITY MANAGER’S REPORT**

- Mr. Downes introduced Brian Davis, Public Services Director.
  - Mr. Davis officially thanked Ms. Melanie Perry for her leadership and presented her a Certificate of Recognition for said event. He stated that even though weather prevented the event, her contributions should not go unrecognized.
- Mr. Downes stated that the regular work session on the 21<sup>st</sup> of January has been cancelled in lieu of a 2-day planning session on February 4 and 5 in the Executive Conference Room. He stated an agenda will be forthcoming.
- Every 2 years a community survey is completed. This year, between surveys, the City Manager stated that they will be coming out with a Vestavia Listens topic to continue to gain community insight.
- Mr. Downes announced that the closing of a portion of Wald Park to be developed as Baumhowers Victory Grille is scheduled for the last week in January and then the owner will be set to begin construction immediately.

## **COUNCILOR REPORTS**

- Mayor Curry announced that on January 22 at Rosewood Hall in Homewood, the Freedom from Addiction Coalition will meet and provide free breakfast along with informative speakers, etc. This will be followed up with a subsequent meeting here in Vestavia Hills on April 4.
- Mr. Weaver stated that the Planning and Zoning Commission met last Thursday with a 3-hour meeting which included a rezoning request for Chick Fil A in Cahaba Heights will be coming soon.
- Mr. Head announced that the Park and Recreation board will meet beginning at 7 AM tomorrow in the Executive Conference Room.

## **FINANCIAL REPORTS**

Mr. Turner presented the financial reports for month ending November 2018. He read and explained the report balances.



**APPROVAL OF MINUTES**

The minutes of the following meeting was presented for approval: December 10, 2018 (Regular Meeting), December 17, 2018 (Work Session) and December 17, 2018 (Regular Meeting).

**MOTION** Motion to dispense with the reading of the minutes of the December 10, 2018 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mr. Pierce. Roll call vote as follows:

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 the December 17, 2018 (Work Session) and approve them as presented was by Mr. Weaver and second by Mr. Head. Roll call vote as follows:

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

Motion carried.

**MOTION** Motion to dispense with the reading of the minutes of the December 17, 2018 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mr. Head. Roll call vote as follows:

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

Motion carried.

**OLD BUSINESS**

**NEW BUSINESS**

**RESOLUTION NUMBER 5119**

**Resolution Number 5119 - A Resolution Approving An Alcohol License For Rayburn Hospitality Vestavia Hills LLC D/B/A Mugshots Grill And Bar Vestavia Hills For A 020-Restaurant Retail Liquor License; 1919 Kentucky Avenue, Suite 101; Derrick Clifton Rayburn, Executive (public hearing)**

**MOTION** Motion to approve Resolution Number 5119 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor explained that this Resolution approves an alcohol license for the new owner of Mugshots.

Derrick Rayburn, Mugshots, stated he purchased the business last year and the reason for this request is because of the change of ownership.

Mr. Pierce asked about training of employees.

Mr. Rayburn stated that they participate in the Responsible Vendor program.

The Mayor opened the floor for a public hearing. There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

### **ORDINANCE NUMBER 2825**

**Ordinance Number 2825 – An Ordinance Adopting And Enacting Supplement 3 For The Vestavia Hills Code Of Ordinances, Republished 2013 Providing For The Repeal Of Certain Ordinances Not Included Therein And Providing For A Penalty For The Violation There; And Providing When Such Supplements And This Ordinance Shall Become Effective**

**MOTION** Motion to approve Ordinance Number 2825 was by Mr. Weaver seconded by Mr. Head.

Mr. Downes explained that this Ordinance codifies our most recent Ordinances into the City's Code of Ordinances published in 2013 and already incorporated Supplements 1 and 2. This latest is Supplement 3.

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

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

### **NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)**

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

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on January 28 2019, at 6:00 PM.

- Ordinance Number 2817 – Rezoning – 3791 Poe Drive; That Part Of Lot 1, Overton Village Resurvey Which Lies In The Vestavia Hills Corporate Limits; Rezone From

- Vestavia Hills B-2 (General Business District) To VH R-9 (Planned Residential District); Overton Condos, LLC, Mark Perlman, Owners (*public hearing*)
- Ordinance Number 2818 – Rezoning – 3771 And 3783 Fairhaven Drive; Lots 24, 25, 31 And 32, Block 1, Glass Addition To New Merkle; Rezone From Vestavia Hills INST (Institutional District) To Vestavia Hills R-9 (Planned Residential District); Overton Investments, LLC, Owners (*public hearing*)
  - Ordinance Number 2819 – Annexation – 90-Day Final – 3421 Coventry Drive; Lot 6, Block 2, Coventry, 1<sup>st</sup> And 2<sup>nd</sup> Sector; Barbara French, Owner (*public hearing*)
  - Ordinance Number 2820 – Rezoning - 3421 Coventry Drive; Lot 6, Block 2, Coventry, 1<sup>st</sup> And 2<sup>nd</sup> Sector; Rezone From Jefferson County R-1 (Medium Density Residential District) To Vestavia Hills R-2 (Medium Density Residential District); Barbara French, Owner (*public hearing*)
  - Ordinance Number 2821 – Annexation – 90-Day Final – 3531 Valley Circle; Lot 6, Block 1, Dolly Ridge Estates, 2<sup>nd</sup> Add; Alan And Patricia Foster, Owners (*public hearing*)
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  - Ordinance Number 2824 – Rezoning – 2532 Skyland Drive; Lot 8, Block 2, Dolly Ridge Estates, 2<sup>nd</sup> Add; Rezone from Jefferson County R-1 (Medium Density Residential District) To Vestavia Hills R-2 (Medium Density Residential District); Jason And Laura Sparks, Owners (*public hearing*)

### **CITIZEN COMMENTS**

None.

At 6:31 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:26 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**ORDINANCE NUMBER 2817**

**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 VESTAVIA HILLS B-2 TO VESTAVIA HILLS R-9**

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

3791 Poe Drive;  
That Part of Lot 1, Overton Village Resurvey  
which lies in Vestavia Hills Corporate Limits;  
Overton Condos, LLC, Marc Perlman, Owner(s)

**APPROVED and ADOPTED** this the 28<sup>th</sup> day of January, 2019.

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 # 2817 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 28<sup>th</sup> day of January, 2019, 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 \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk









- ANNUAL PLANTINGS  
I.E. SEASONAL COLOR
- ACCENT SHRUB  
I.E. BOXWOOD
- NEW PUBLIC SIDEWALK
- TOWNHOME SIDEWALK,  
WITH PAVEMENT BANIS
- EVERGREEN GROUND COVER  
I.E. DW. MONDO GRASS
- FLOWERING SHRUB  
I.E. FRENCH HYDRANGEA
- LARGE SHADE TREE  
I.E. NUTTALL OAK
- DECORATIVE PAVING AT  
TOWNHOME ENTRANCE
- SCREEN PLANTING  
I.E. EMERALD ARBORVITAE
- SCREEN PLANTING  
I.E. MARY NELL HOLLY
- 6' HT. BUFFER FENCE WITH  
WOOD COLUMNS AT #50' O.C.

- TYPE 'A' 10 BUFFER WITH FENCE
- 13 - UNDERSTORY TREES REQUIRED
- 17 - UNDERSTORY TREE PROVIDED
- 22 - REQUIRED SHRUBS
- 22 - PROVIDED SHRUBS
- SCREEN PLANTING  
I.E. CLAUDIA W. MAGNOLIA

- MED. ORNAMENTAL TREE  
I.E. CHINESE PISTACHE
- LOW WALL
- SMALL ACCENT TREE  
I.E. DISSECTUM JAPANESE MAPLE
- SODDED SHOULDER
- MED. EVERGREEN TREE  
I.E. EMERALD ARBORVITAE
- RETAINING WALL
- FLOWERING SHRUB  
I.E. LIMELIGHT HYDRANGEA
- LOW EVERGREEN HEDGE  
I.E. DW. YAUPON HOLLY
- MED. EVERGREEN HEDGE  
I.E. NEEDLEPOINT HOLLY
- MED. FLOWERING TREE  
SARAH'S FAVORITE GRAPE MYRTLE

- LARGE SHADE TREE  
I.E. NUTTALL OAK
- RETAINING WALL
- SCREEN PLANTING  
I.E. EMERALD ARBORVITAE
- SCREEN PLANTING  
I.E. MARY NELL HOLLY

# NEW TOWNHOMES FOR OVERTON VILLAGE: SCHEMATIC LANDSCAPE PLAN

Poe Drive, Vestavia Hills, Alabama

11/8/2018 Scale: 1" = 10'



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

Date: **DECEMBER 13, 2018**

- **CASE:** P-1218-55
- **REQUESTED ACTION:** Rezoning Vestavia Hills B-2 to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 3791 Poe Drive
- **APPLICANT/OWNER:** Marc Perlman with Overton Condos, LLC
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 3791 Poe Drive from B-2 to R-9. The applicant would like to construct a townhouse development, building 5 townhomes on the property as a companion piece to a Mountain Brook Condo project to the rear. Both projects would share a drive, allowing access to both Poe and Fairhaven Drives. Proposed setbacks are Front- 12', rear- 20', Sides- 0'. There is an 11.95' separation between townhomes and adjacent property to the south. All current easements will remain.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

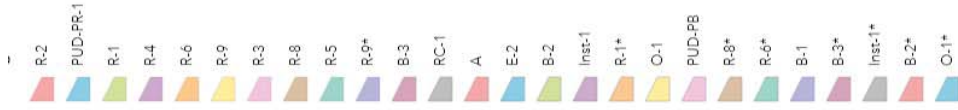
**MOTION** Mr. Gilchrist made a motion to recommend rezoning approval for 3791 Poe Drive from Vestavia Hills B-2 to Vestavia Hills R-9. Second was by Ms. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. Romeo – yes  
Mr. House – yes  
Motion carried.

Ms. Cobb – yes  
Mrs. Barnes – yes



Zoning	
PARCELID	2800151011008000
DISTRICT	020
ESN_NUM	62
PROPADD	3793 POE DR
VH_ZONING	B-2*
ZNG_ORD	2171A
ZNG_ORD_DT	02/04/2008
ZNG_ORD2	2171
ZNG_ORD_1	12/04/2006
ZNG_ORD3	1983
ZNG_ORD_2	03/21/2003
ZNG_ORD4	
ZNG_ORD_3	



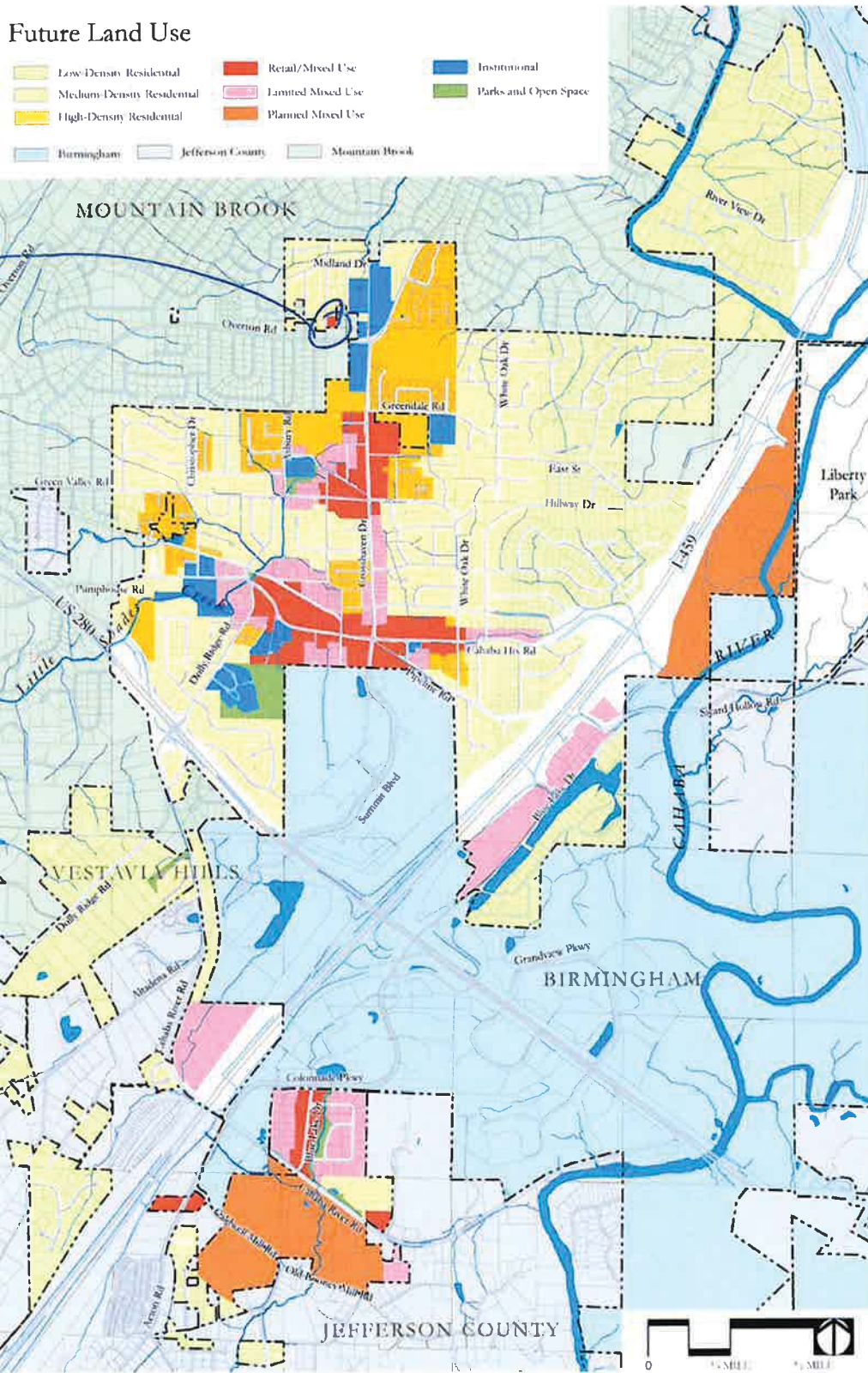


Figure 4: Future Land Use Map

**ORDINANCE NUMBER 2818**

**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 VESTAVIA HILLS INST TO VESTAVIA HILLS R-9**

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

3771 and 3783 Fairhaven Drive  
Lots 24, 25, 31 and 32, Block 1, Glass Addition to New Merkle  
Overton Investments, LLC, Owner(s)

**APPROVED and ADOPTED** this the 28<sup>th</sup> day of January, 2019.

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 # 2818 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 28<sup>th</sup> day of January, 2019, 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 \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk







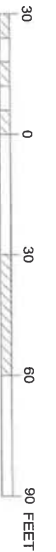
Carril & Matt Crane  
3787 Fairhaven Drive  
Birmingham, AL 35223  
Zone: R-6

Mary Louise Moody  
3768 Crosshaven Drive  
Vestavia, AL 35223  
Zone: R-6

Margaret L Benton  
3768 Crosshaven Drive  
Vestavia, AL 35223  
Zone: R-6

Joy & Gregory Dill  
3770 Crosshaven Drive  
Vestavia, AL 35223  
Zone: R-6

Columbia Cottage Mtn.  
Brook, LLC  
3776 Crosshaven Drive  
Vestavia, AL 35223  
Zone: Institutional



SCALE: 1"=30'



KADCO HOMES, OWNER

3771 FAIRHAVEN DRIVE

CURRENT ZONING: Institutional

PROPOSED ZONING: R-9

LEGAL DESC: LOT 24 & 25, BLK 1, (MB 29, PG 35)

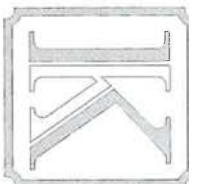
PROPOSED USE: LUXURY TOWN HOMES

PROPOSED SETBACKS:

FRONT: 30'-0"

REAR: 25'-0"

SIDE: 5'-0"



KADCO HOMES

**HagerCo-LLC**

keithbhager@icloud.com  
Keith L. Hager, PE  
1201 Gregorys Ln Drive  
Birmingham, AL 35216  
Direct: 205.829.1738



AREA MAP



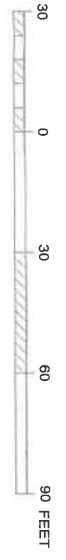


OVERTON VILLAGE  
CONDOS, LLC  
3789 FAIRHAVEN DR  
Vestavia, AL 35223  
Zone: MULTI FAMILY

ST STEPHENS  
EPISCOPAL CHURCH  
3786 Crosshaven Drive  
Vestavia, AL 35223  
Zone: Institutional

ST STEPHENS  
EPISCOPAL CHURCH  
3786 Crosshaven Drive  
Vestavia, AL 35223  
Zone: Institutional

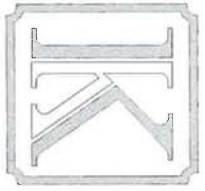
Columbia Cottage Mtn  
Brook, LLC  
3776 Crosshaven Drive  
Vestavia, AL 35223  
Zone: Institutional



SCALE: 1"=30'

KADCO HOMES, OWNER  
3783 FAIRHAVEN DRIVE

**KADCO HOMES**



CURRENT ZONING: Institutional

PROPOSED ZONING: R-9

LEGAL DESC: LOT 31 & 32, BLK 1, (MB 29, PG 35)

PROPOSED USE: LUXURY TOWN HOMES

PROPOSED SETBACKS:  
FRONT: 30'-0"  
REAR: 25'-0"  
SIDE: 5'-0"



AREA MAP

**HagerCo-LLC**

keithhager@icloud.com  
Keith L. Hager, PE  
1201 Greylyn Drive  
Birmingham, AL 35216  
Direct: 205.229.1738

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

Date: **DECEMBER 13, 2018**

- **CASE:** P-1218-53
- **REQUESTED ACTION:** Rezoning Vestavia Hills INST to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 3771 & 3783 Fairhaven Drive
- **APPLICANT/OWNER:** Overton Investments, LLC
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 3771 and 3783 Fairhaven Drive from INST to R-9. The applicant would like to build 3 new townhomes on 3771 Fairhaven Drive and also build 4 luxury townhomes on 3783 Fairhaven Drive. The setbacks for both properties would be 30' in the front, 25' in the rear and 5' on the sides. All current easements will remain and the property would be re-platted at the conclusion of zoning.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The Community Plan call for Institutional Uses for these two sites, however, this was written when the assisted care facility owned the lots.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Gilchrist made a motion to recommend rezoning approval for 3771 & 3783 Fairhaven Drive from Vestavia Hills INST to Vestavia Hills R-9. Second was by Mr. House. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes  
Mr. Romeo – yes  
Mr. House – yes  
Motion carried.

Mr. Gilchrist – yes  
Ms. Cobb – yes  
Mrs. Barnes – yes

**KADCO Homes**  
**3505 Bent River Road**  
**Birmingham, AL 35216**

**P1218-53//2800151010015.001&2**  
**3771 & 3783 Fairhaven Drive**  
Rezone to R-9  
Overton Investments  
Inst. VH

Re: 3771 and 3783 Fairhaven Drive rezoning request  
11/8/2018

To whom it may concern,

We are hereby requesting to rezone the subject properties from Institutional to R9 to build luxury townhomes on both properties. It is our belief that the proposed zoning and finished product is a much more suitable fit for the surrounding area. Institutional zoning allows for possibilities such as hospitals, churches, and rehabilitation centers with building heights of 45 feet allowed and an abundance of parking/traffic. Given that everything surrounding this property is residential outside of the nursing home, we feel our proposal is a very good fit not only to add to the aesthetic of the neighborhood but also ensure building heights and traffic are minimized.

Regarding 3783 Fairhaven Drive, we are asking for R9 zoning in order to build 4 luxury townhomes. We feel this proposed product and density is more than suitable for this specific property due to the surrounding properties being multi-family condominium to the South and West, St. Stephens Church to the East, and Institutional nursing home to the North.

As for 3771 Fairhaven Drive, while we have Institutional nursing home to the South, we have single family residential in the other directions so we propose reducing the density from 4 townhomes to 3 on this property. Again, given that most of the zoning around us is single family residential, we feel luxury townhome is a much more suitable zoning than the current Institutional designation.

Enclosed are the application, \$100 application fee, site plan with vicinity sketch, and some examples of previous luxury townhomes our company has built recently to give an idea of what we are proposing for this property. If you should need any more information, please do not hesitate to call me at 205-369-5187. Thank you.

Jason Kessler

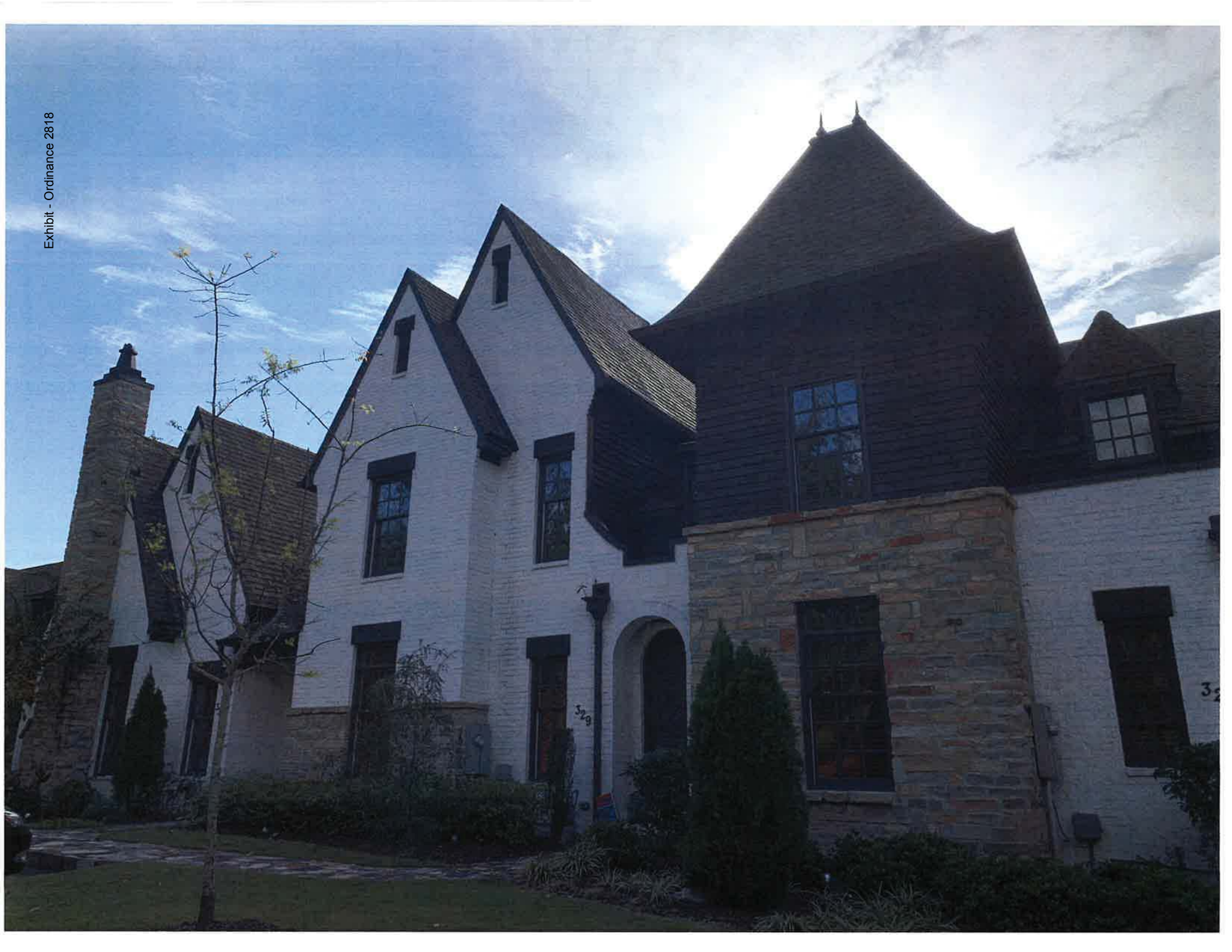




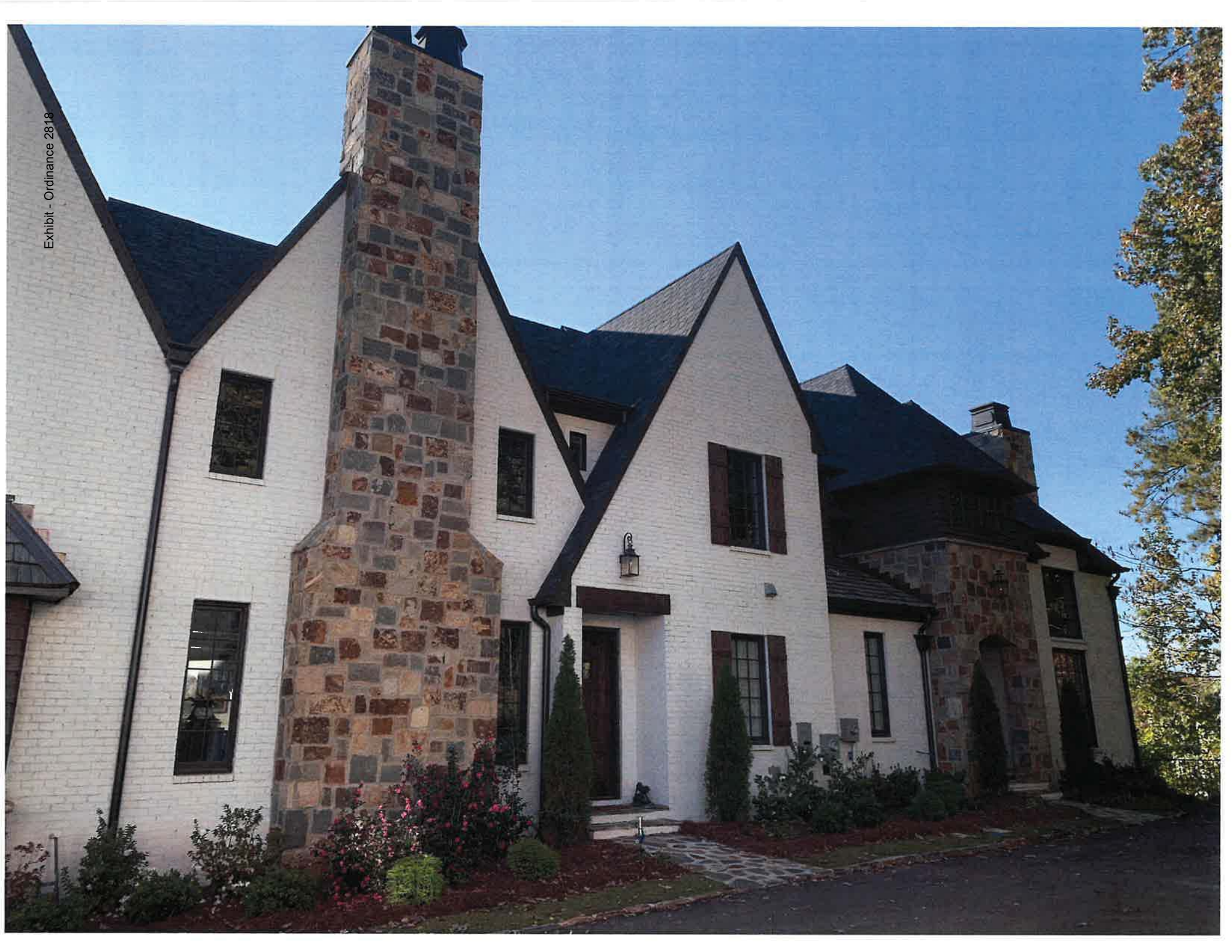
329

325

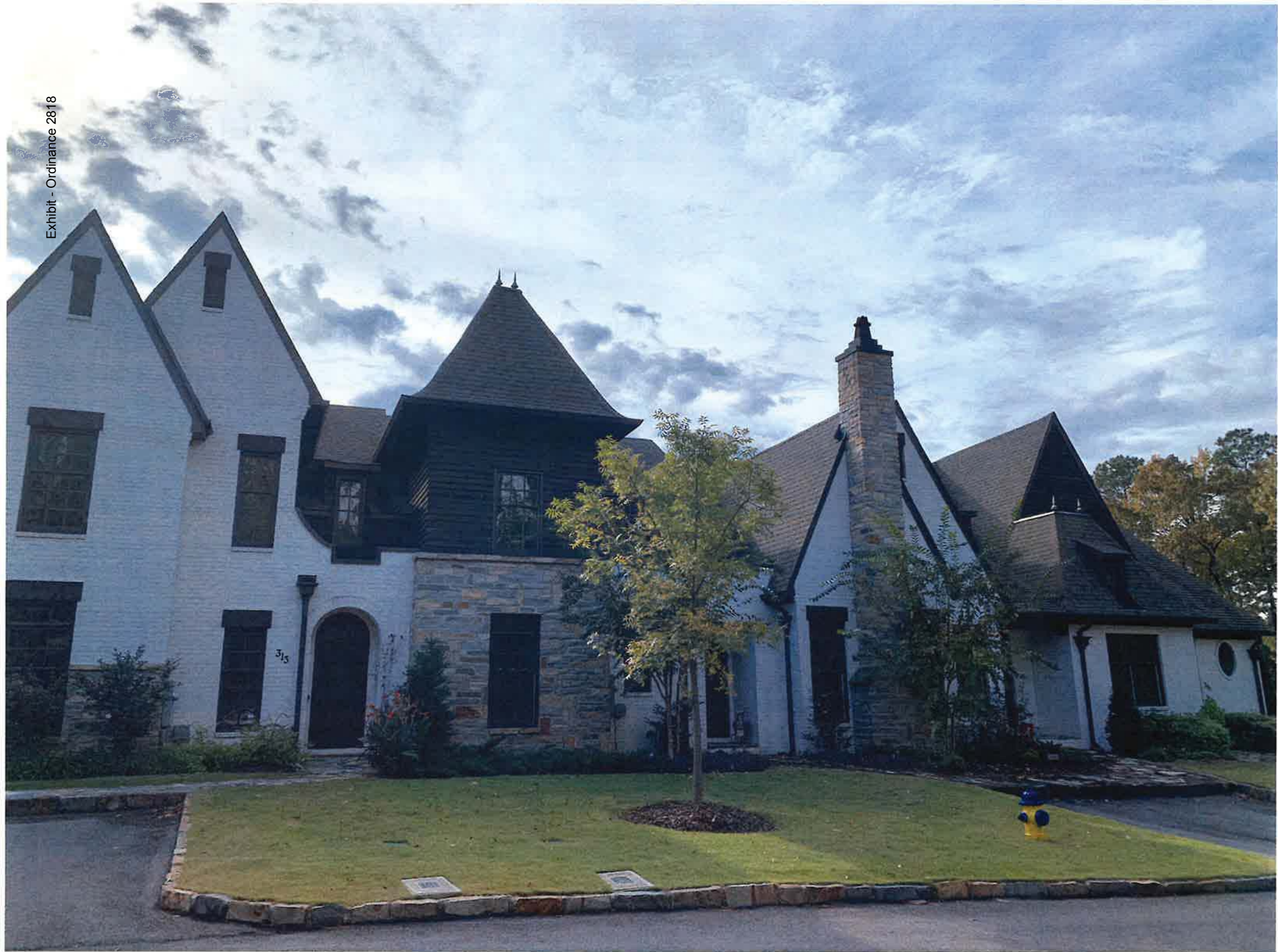




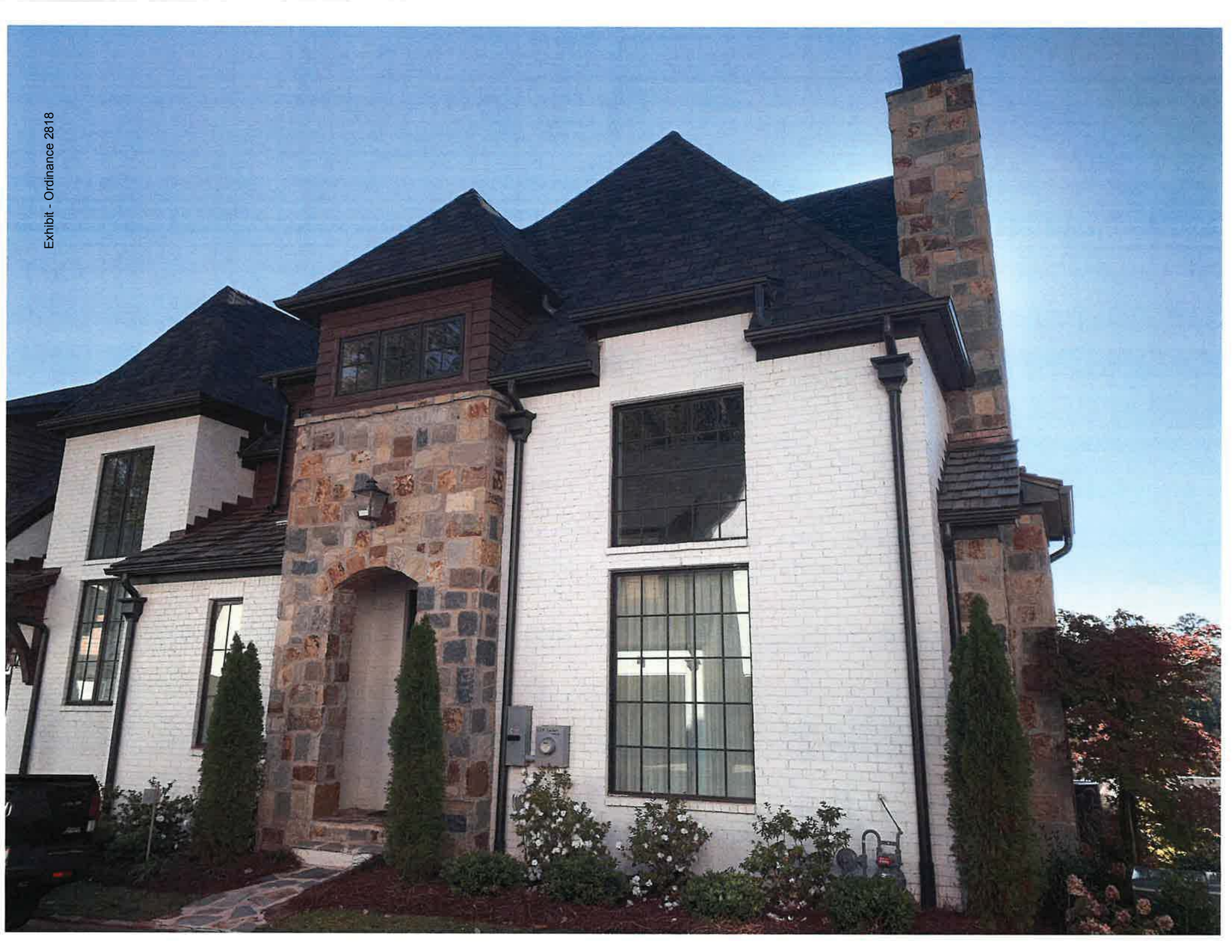






















**Zoning**

PARCELID	2800151010015000
DISTRICT	020
ESN_NUM	62
PROPADD	3771 FAIRHAVEN DR
VH_ZONING	Inst-1
ZNG_ORD	1994
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	
ZNG_ORD_1	
ZNG_ORD3	
ZNG_ORD_2	
ZNG_ORD4	
ZNG_ORD_3	

ZoomIt





### Future Land Use

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

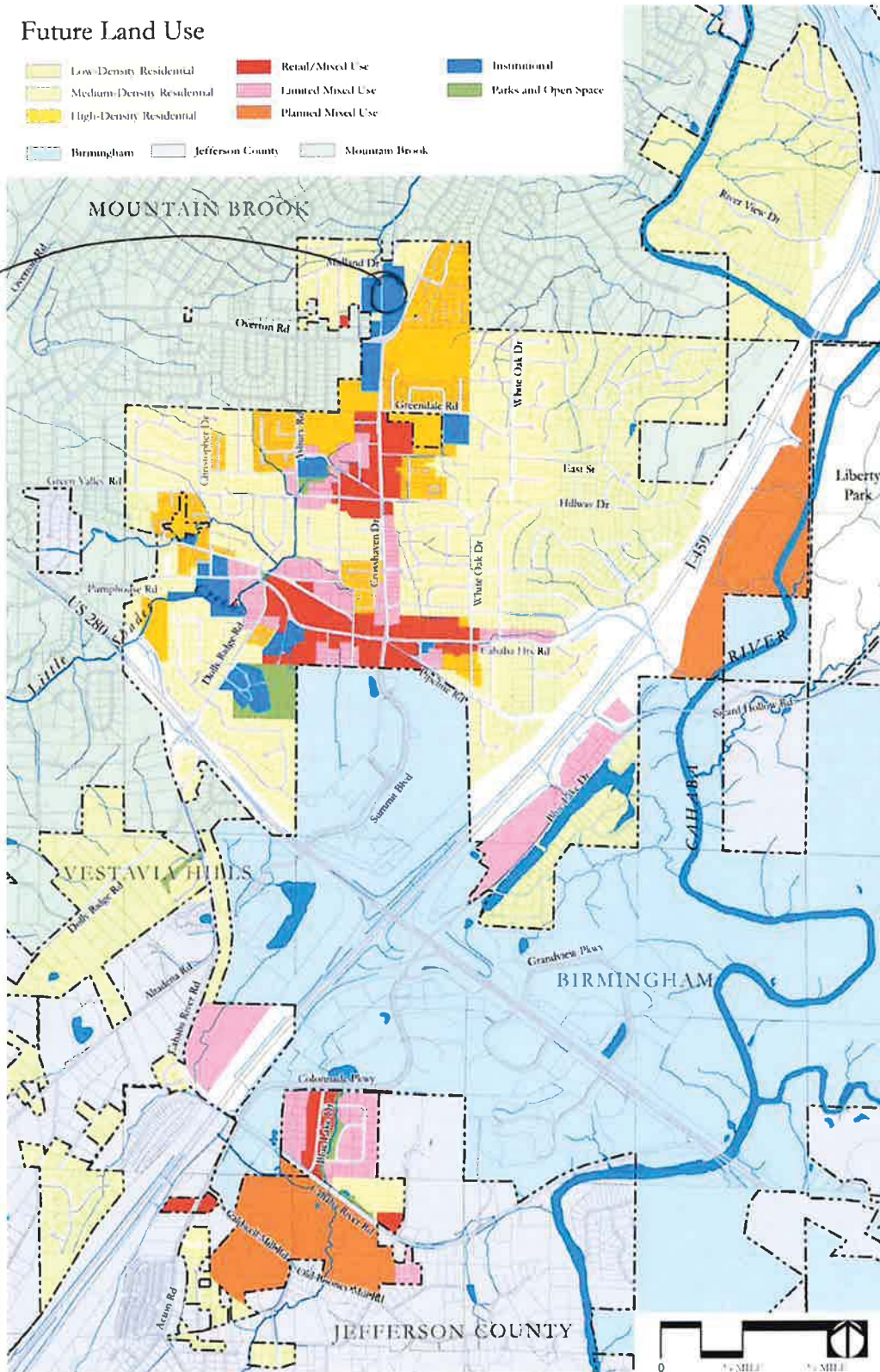


Figure 4: Future Land Use Map

**ORDINANCE NUMBER 2819**

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

**WHEREAS**, on the 8th day of October, 2018, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

**WHEREAS**, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

3421 Coventry Drive,  
Lot 6, Block 2, Coventry 1st and 2nd Sector  
Barbara French, Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

**ADOPTING and APPROVED** this the 28th day of January, 2019.

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 # 2819 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of January, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk





**Annexation Committee Petition Review**

Property: **3421 Coventry Drive**

Owners: **Barbara French**

Date: **8.29.18**

1. The property in question is contiguous to the city limits.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of **\$360,000**. Meets city criteria: Yes  No   
 Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No   
 Number of total homes **18** Number in city **16**
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
 Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
 \_\_\_\_\_

Property: 3421 Coventry Drive

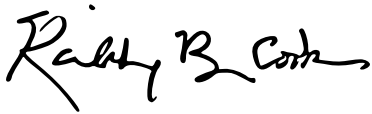
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ will be paid to offset costs associated with the annexation. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

9. Property is free and clear of hazardous waste, debris and materials. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments? Yes \_\_\_\_\_ No  Comments: \_\_\_\_\_

11. Information on children: Number in family 0 children; Plan to enroll in VH schools Yes \_\_\_\_\_ No \_\_\_\_\_ Comments: not applicable

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



~~George Pierce~~ **Kimberly B. Cook**  
~~Chairman~~ **Acting Chair**

EXHIBIT "C"

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

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

Location: 3421 Coventry Drive

**Engineering:**

Date: 8/15/18 Initials: CB

**3421 Coventry Drive** -- no concerns noted; roadway asphalt is fair condition, meets City subdivision standards, and is already within our maintenance area.

**Board of Education:**

Date: 8/17/18 Initials: SBendall

Comments:

N/P

**Police Department:**

Date: 08/17/18 Initials: cpw

Comments:

VH/PD would welcome this addition because we already recently patrol the street now.

**Fire Department:**

Date: 8/15/2018 Initials: SK

Comments:

No problems noted.

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 3/15/2018

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

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

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

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

Barbara French  
fay3421@aol.com  
205-967-4059

Molly French  
mofrench@gmail.com  
303-908-3832

**EXHIBIT "A"**

LOT: Country 1st & 2nd Sector PLOT: 6

BLOCK: P BLK: 25 LOT: 05

SURVEY: \_\_\_\_\_

RECORDED IN MAP BOOK 81, PAGE 31 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: \_\_\_\_\_

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

LEGAL DESCRIPTION (METES AND BOUNDS):

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Barbara C. French</u>	Lot <u>6</u> Block <u>23</u> Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY  
Barbara C. French

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

Barbara C. French  
Signature of Certifier

Subscribed and sworn before me this the 15<sup>th</sup> day of March, 2018.

James H. [Signature]  
Notary Public

My commission expires: 7/13/19



**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

**1204 Montgomery Highway  
Vestavia Hills AL 35216**

*(To be completed by the City)*

Date of Annexation Petition \_\_\_\_\_ Action Taken: Grant \_\_\_\_\_  
Deny \_\_\_\_\_

Resolution: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
Overnight Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
90 Day Final Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Barbara C. Daniel

Address: 3421 Coventry Dr.

City: Birmingham State: AL Zip: 35243

**Information on Children:**

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

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

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

**ORDINANCE NUMBER 2820**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY R-1 TO VESTAVIA HILLS R-2**

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

3421 Coventry Drive  
Lot 6, Block 2, Coventry 1<sup>st</sup> and 2<sup>nd</sup> Sector;  
Barbara French, Owner(s)

**APPROVED and ADOPTED** this the 28<sup>th</sup> day of January, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

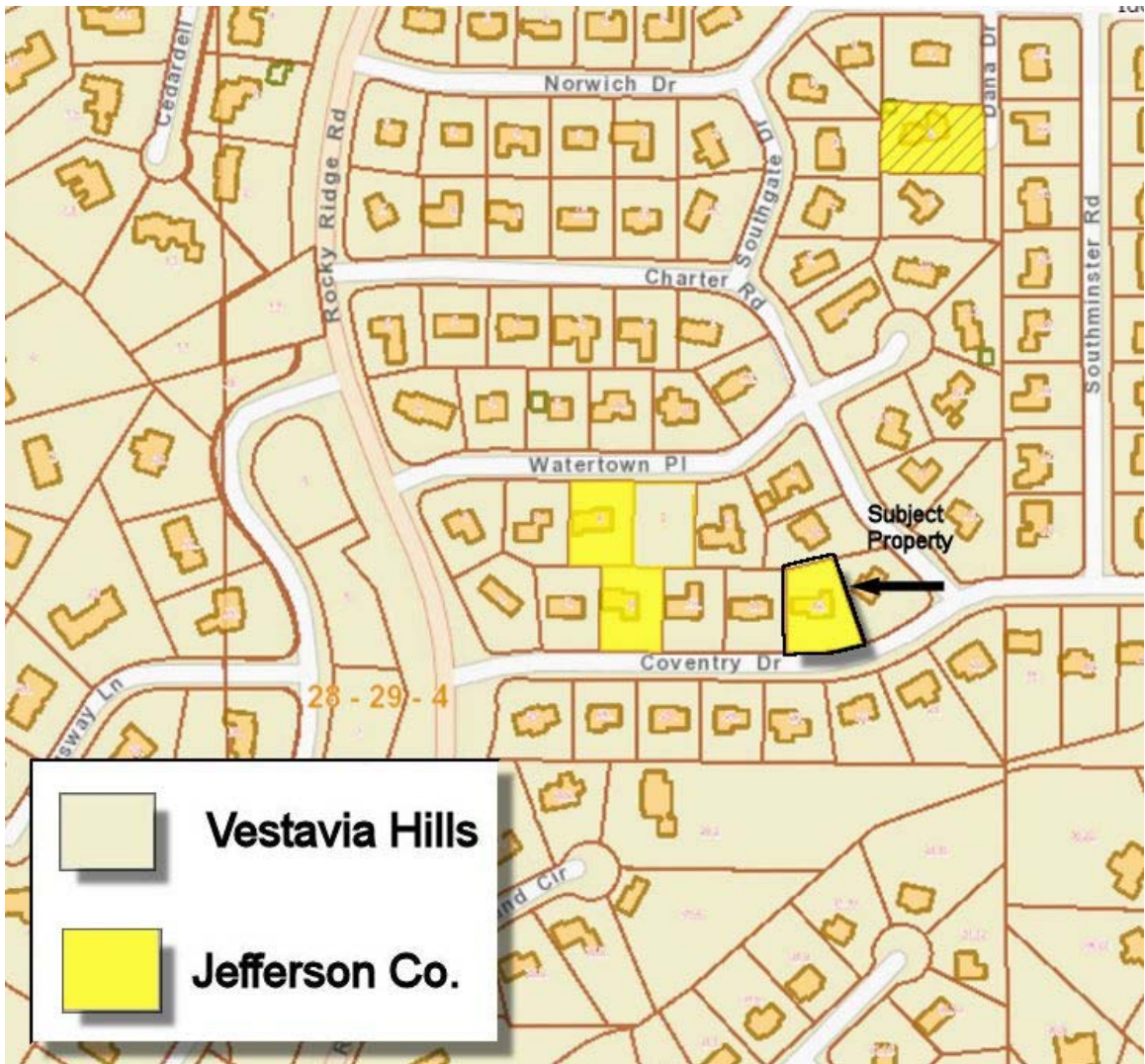
**CERTIFICATION:**

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 # 2820 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 28<sup>th</sup> day of January, 2019, 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 \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk





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

Date: **DECEMBER 13, 2018**

- **CASE:** P-1218-50
- **REQUESTED ACTION:** Rezoning Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 3421 Coventry Drive
- **APPLICANT/OWNER:** Barbara C. French
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 10/8/18 with the passage of Ordinance 2797. Applicant is requesting the compatible rezoning.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Gilchrist made a motion to recommend rezoning approval for 3421 Coventry Drive from Jefferson County R-1 to Vestavia Hills R-2. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes  
Mr. Romeo – yes  
Mr. House – yes  
Motion carried.

Mr. Gilchrist – yes  
Ms. Cobb – yes  
Mrs. Barnes – yes

3421 Coventry Dr, Birmingham, AL

Show search results for 3421 Coventry...



**ORDINANCE NUMBER 2821**

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

**WHEREAS**, on the 8th day of October, 2018, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

**WHEREAS**, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

3531 Valley Circle  
Lot 6, Block 1, Dolly Ridge Estates, 2nd Add  
Alan and Patricia Foster, Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.



**ADOPTING and APPROVED** this the 28th day of January, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

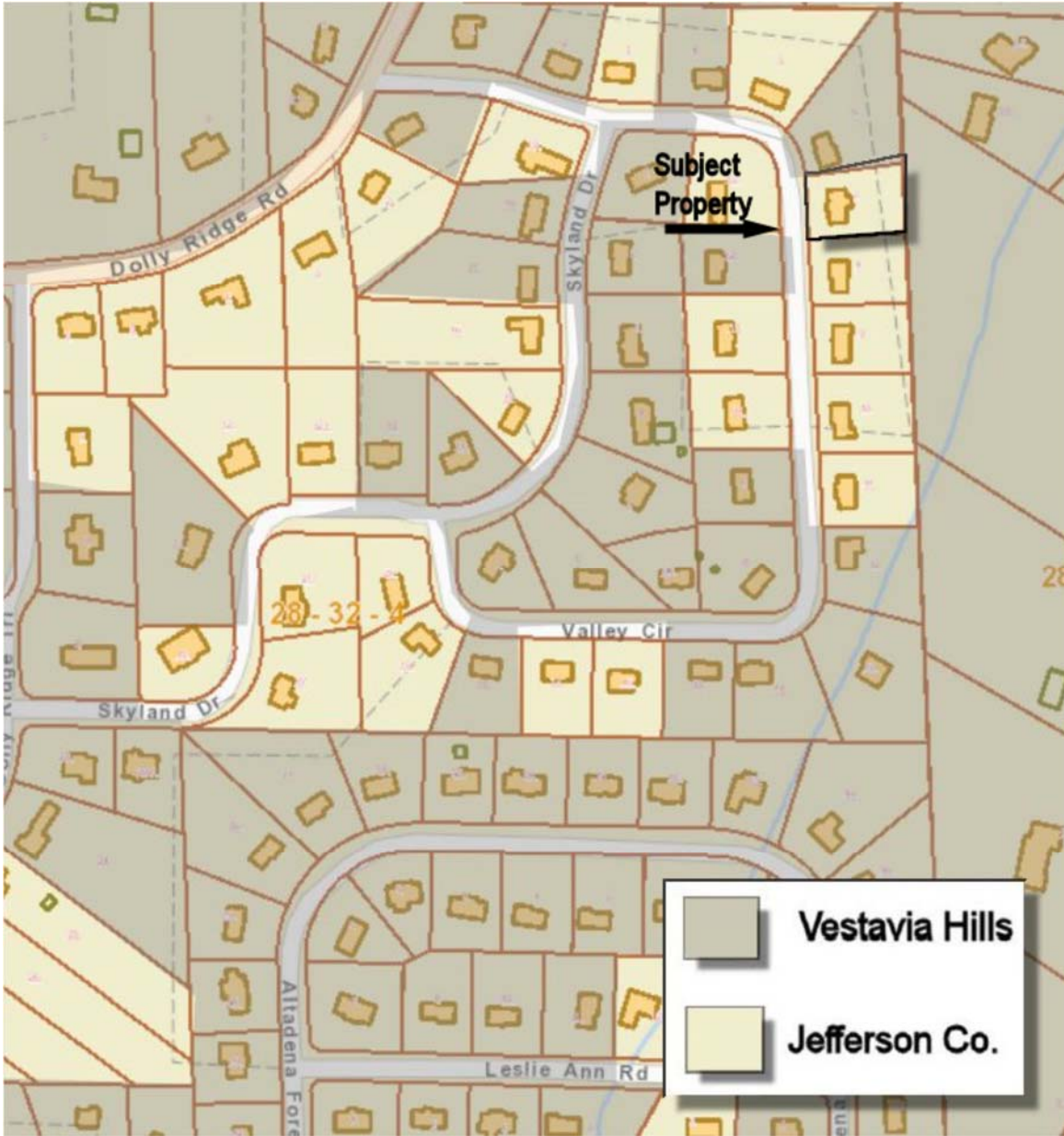
Rebecca Leavings  
City Clerk

**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 # 2821 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of January, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk



**Annexation Committee Petition Review**

Property: 3531 Valley Circle

Owners: Alan and Patricia Foster

Date: 8.29.18

1. The property in question is contiguous to the city limits.  
Yes  No  Comments: \_\_\_\_\_  
\_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
Yes  No  Comments: \_\_\_\_\_  
\_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
Yes  No  Comments \_\_\_\_\_  
\_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
Yes  No  Comments \_\_\_\_\_  
\_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$205,700. Meets city criteria: Yes  No   
Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
Yes  No   
Number of total homes \_\_\_\_\_ Number in city \_\_\_\_\_
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
\_\_\_\_\_

Property: 3531 Valley Circle

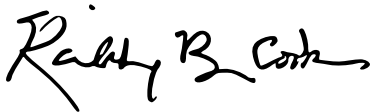
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ will be paid to offset costs associated with the annexation. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

9. Property is free and clear of hazardous waste, debris and materials. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments? Yes \_\_\_\_\_ No  Comments: Nothing significant

11. Information on children: Number in family 0 children; Plan to enroll in VH schools Yes \_\_\_\_\_ No \_\_\_\_\_ Comments: not applicable

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

  
~~George Pierce~~      Kimberly B. Cook  
~~Chairman~~        Acting Chair





**EXHIBIT "C"**

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

---

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

Location: 3531 Valley Circle

---

**Engineering:** Date: 8/15/18 Initials: CB

**3531 Valley Circle** -- no significant concerns noted; roadway asphalt is in fair condition; the roadway width is more narrow than typical City standards and has little to no shoulders; a few neighboring properties will remain in unincorporated Jefferson County, so we anticipate roadway maintenance will remain a shared responsibility with the County.

---

**Board of Education:** Date: 8/17/18 Initials: S Bendall

Comments: NIP

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**Police Department:** Date: 08/17/18 Initials: CHW

Comments: VHPD has no problem with this address and already patrols the street.

---

---

**Fire Department:** Date: 8/15/2018 Initials: SO

Comments: No problems noted.

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STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: April 4, 2018

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

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

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

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

*altriciafoster@gmail.com*

*al fester 807-3904 - cell*

*Tricia fester 807-7872 - cell*

**EXHIBIT "A"**

LOT: 6

BLOCK: 1

SURVEY: Amended map of Dolly Ridge Estates 2nd. Addition

RECORDED IN MAP BOOK 76, PAGE 82 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JCR1

COMPATIBLE CITY ZONING: VHR2

LEGAL DESCRIPTION (METES AND BOUNDS):



**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

1204 Montgomery Highway  
Vestavia Hills AL 35216

*(To be completed by the City)*

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

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Alan + Patricia Jester  
Address: 3531 Valley Circle  
City: Birmingham State: Al Zip: 35243

**Information on Children:**

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

	Name(s)	Age	School Grade	Yes	No
1.	<i>See attached</i>				
2.					
3.					
4.					
5.					
6.					

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Alan N. Foster</u>	Lot <u>6</u> Block <u>1</u> Survey <u>(Amended Map of Dolly Ridge Estate 2nd Addition)</u>
<u>Patricia C. Foster</u>	Lot <u>6</u> Block <u>1</u> Survey <u>same</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

Alan N. Foster  
\_\_\_\_\_  
Signature of Certifier

Subscribed and sworn before me this the 4th day of April, 20 18.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires: 3/1/22



April 4, 2018

Honorable Mayor and City Council of the City of Vestavia Hills,

We are the new owners of 3531 Valley Circle in Dolly Ridge Estates. The property is currently rented. Our plan is to remodel the home, open up the kitchen to the den, new floors, new kitchen, paint inside and out, update the baths, and improve the yard. We paid \$177,500 for the house. Our Realtor says it will be worth at least \$329,000 when we finish, if in Vestavia Hills. We have successfully fixed up and sold 13 houses, most of which were in Vestavia Hills. We would like to have the house annexed into Vestavia Hills.

Sincerely, Al and Tricia Foster

**ORDINANCE NUMBER 2822**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY R-1 TO VESTAVIA HILLS R-2**

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

3531 Valley Circle  
Lot 6, Block 1, Dolly Ridge Estates, 2<sup>nd</sup> Add;  
Alan and Patricia Foster, Owner(s)

**APPROVED and ADOPTED** this the 28<sup>th</sup> day of January, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

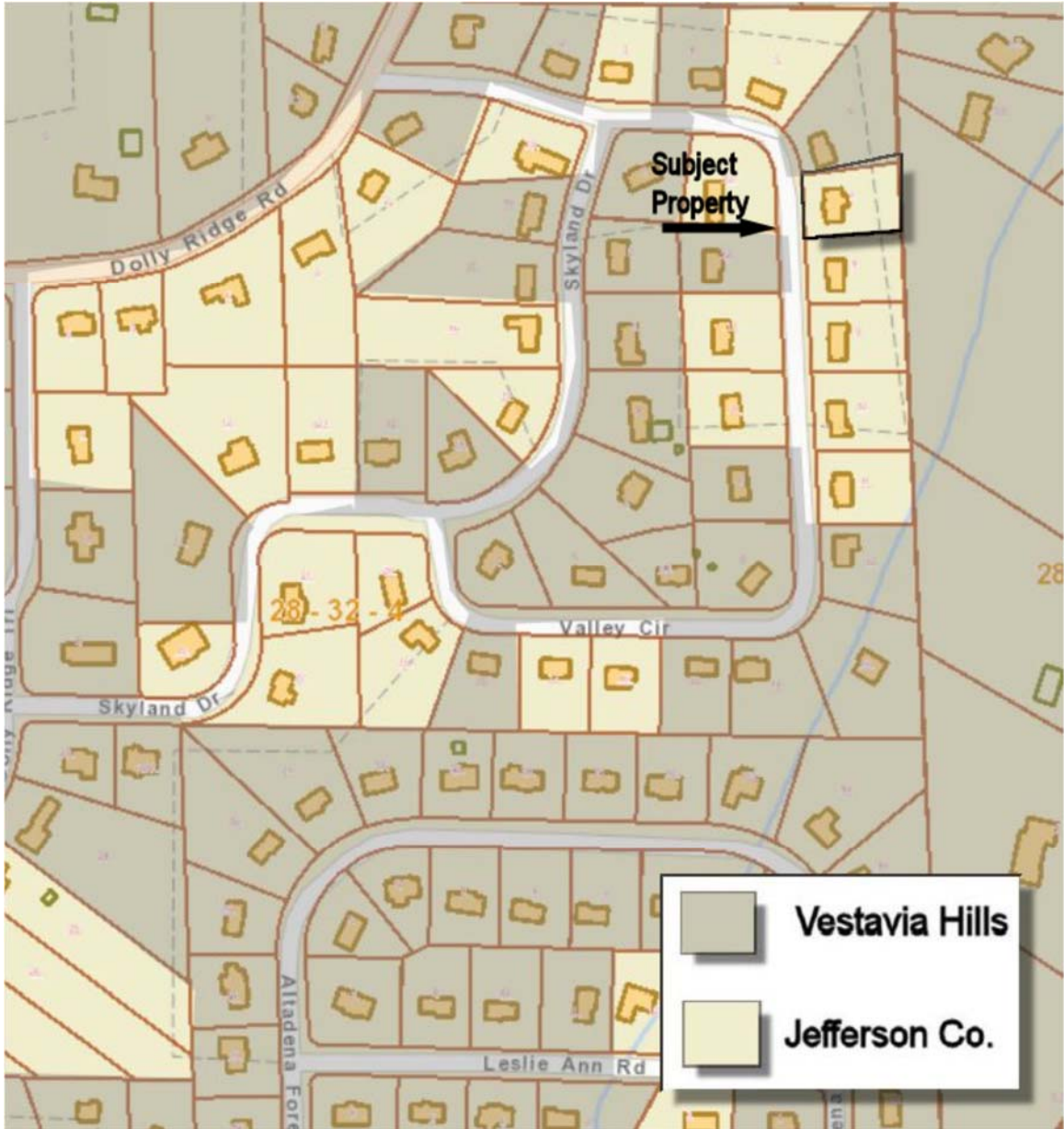


**CERTIFICATION:**

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 # 2822 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 28<sup>th</sup> day of January, 2019, 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 \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk



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

Date: **DECEMBER 13, 2018**

- **CASE:** P-1218-51
- **REQUESTED ACTION:** Rezoning Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 3531 Valley Circle
- **APPLICANT/OWNER:** Alan & Patricia Foster
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 10/8/18 with the passage of Ordinance 2798. Applicant is requesting the compatible rezoning.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Gilchrist made a motion to recommend rezoning approval for 3531 Valley Circle from Jefferson County R-1 to Vestavia Hills R-2. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes  
Mr. Romeo – yes  
Mr. House – yes  
Motion carried.

Mr. Gilchrist – yes  
Ms. Cobb – yes  
Mrs. Barnes – yes

3531 Valley Circle, Birmingham, AL

Show search results for 3531 Valley Circle



Zoning	
PARCELID	2800324001007000
DISTRICT	002
ESN_NUM	504
PROPADD	3531 VALLEY CIR
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	
ZNG_ORD__1	
ZNG_ORD3	
ZNG_ORD__2	
ZNG_ORD4	
ZNG_ORD__3	
Zoom In	
Zoom Out	



**ORDINANCE NUMBER 2823**

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

**WHEREAS**, on the 8th day of October, 2018, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

**WHEREAS**, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2532 Skyland Drive  
Lot 8, Block 2, Dolly Ridge Estates, 2nd Add  
Jason and Laura Sparks, Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

**ADOPTING and APPROVED** this the 28th day of January, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

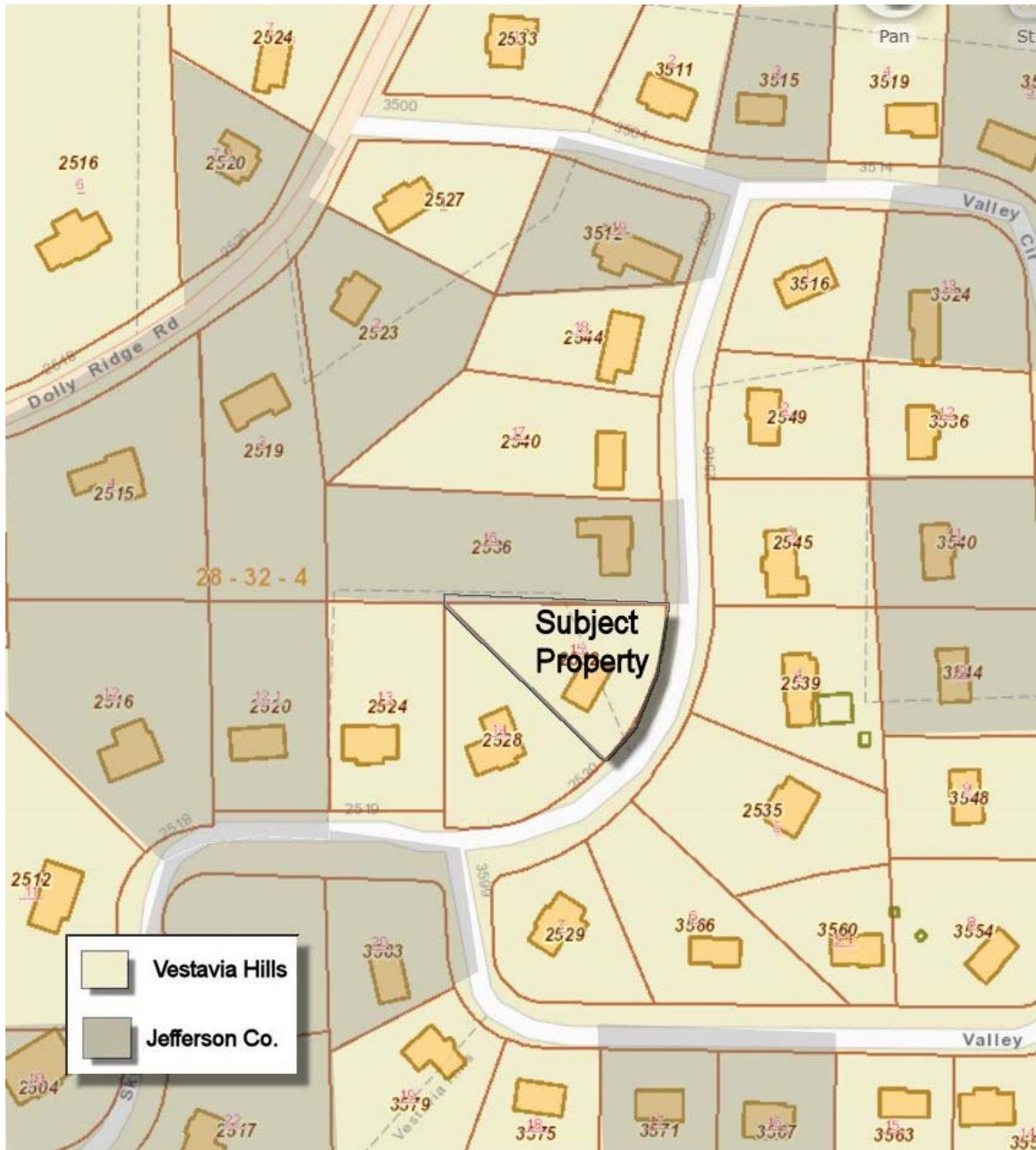
Rebecca Leavings  
City Clerk

**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 # 2823 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of January, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk



### Annexation Committee Petition Review

Property: 2532 Skyland Drive

Owners: Jason Sparks

Date: 8.29.18

1. The property in question is contiguous to the city limits.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
 Yes  No  Comments See Engineering Report.  
 \_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of ~~\$204,000~~ **\$211,100**. Meets city criteria: Yes  No   
 Comment: Though this property falls short of the City's median property value, similar, adjacent properties have sold recently in the median range.
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No   
 Number of total homes 13 Number in city 5
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
 Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
 \_\_\_\_\_



Property: 2532 Skyland Drive

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

**See Engineering department report of concerns regarding storm drain pipe. City Engineer stated Jefferson County is willing to partner with the City to replace the public pipe. Property owner acknowledged he was aware the private pipe would need to be repaired at the same time as the public pipe repair. The City Engineer said this is not currently causing a problem, but would need to be fixed. Committee recommends the pipe repair would be a contingency of the annexation.**

9. Property is free and clear of hazardous waste, debris and materials. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments? Yes  No \_\_\_\_\_ Comments: \_\_\_\_\_

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

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

  
\_\_\_\_\_  
George Pierce  
Chairman  
Kimberly Cook, Acting Chairman

**PARCEL #:** 28 00 32 4 005 015.000  
**OWNER:** SPARKS JASON M & LAURA  
**ADDRESS:** 2532 SKYLAND DR VESTAVIA AL 35243-4605  
**LOCATION:** 2532 SKYLAND DR BHAM AL 35243

[ 111-C0 ] Baths: 2.5 H/C Sqft: 1,609  
 18-034.0 Bed Rooms: 3 Land Sch: L1  
 Land: 82,400 Imp: 128,700 Total: 211,100  
 Acres: 0.000 Sales Info: 08/01/2006  
**\$216,000**

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

Tax Year : 2018

[SUMMARY](#) [LAND](#) [BUILDINGS](#) [SALES](#) [PHOTOGRAPHS](#) [MAPS](#)

**SUMMARY**

ASSESSMENT		VALUE	
PROPERTY CLASS:	3 OVER 65 CODE:	LAND VALUE 10%	\$82,390
EXEMPT CODE:	2-2 DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE:	02 COUNTY HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE:	\$0.00 TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
		BLDG 001	111 \$128,700
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$211,100]:	\$211,090
FOREST ACRES:	0 TAX SALE:	Assesment Override:	
PREV YEAR VALUE:	\$204,600.00 BOE VALUE: 0	MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$21,120	\$137.28	\$4,000	\$26.00	\$111.28
COUNTY	3	2	\$21,120	\$285.12	\$2,000	\$27.00	\$258.12
SCHOOL	3	2	\$21,120	\$173.18	\$0	\$0.00	\$173.18
DIST SCHOOL	3	2	\$21,120	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$21,120	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$21,120	\$107.71	\$0	\$0.00	\$107.71
SPC SCHOOL2	3	2	\$21,120	\$354.82	\$0	\$0.00	\$354.82

TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$21,120.00**      **\$1,058.11**      **GRAND TOTAL: \$1,010.11**  
**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">201108-9911</a>	10/11/2011	10/15/2018	2018	JASON SPARKS	\$1,010.11
<a href="#">200903-28281</a>	03/27/2009	12/27/2017	2017	JASON SPARKS	\$977.05
<a href="#">200614-17638</a>	08/21/2006	11/9/2016	2016	JASON SPARKS	\$907.91
<a href="#">200208-2941</a>	06/04/2002	10/5/2015	2015	JASON SPARKS	\$907.91
		10/3/2014	2014	JASON SPARKS	\$896.89
		10/20/2013	2013	JASON SPARKS	\$896.89
		11/13/2012	2012	JASON SPARKS	\$896.89

EXHIBIT "C"

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

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

Location: 2532 Skyland Drive

**Engineering:** Date: 8/15/18 Initials: C. Breda  
**2532 Skyland Drive** -- concern noted related to a deteriorated stormwater drainage pipe within the roadway right of way and across this private property; roadway asphalt is in fair condition; the roadway width is more narrow than typical City standards and has little to no shoulders; a few neighboring properties will remain in unincorporated Jefferson County, so we anticipate roadway maintenance will remain a shared responsibility with the County.

**Board of Education:** Date: 8/17/18 Initials: S Bendall  
Comments: OK

**Police Department:** Date: 08/17/18 Initials: cdw  
Comments: VHPD has no problems with this addition at this time

**Fire Department:** Date: 8/15/2018 Initials: (SR)  
Comments: No problems noted.

## Rebecca Leavings

---

**From:** Christopher Brady  
**Sent:** Thursday, August 23, 2018 12:08 PM  
**To:** Rebecca Leavings; George Pierce  
**Cc:** Jeff Downes  
**Subject:** RE: Annexation Committee Agenda  
**Attachments:** 2532 Skyland Drive\_survey markup.pdf; skyland\_pics.pdf

Fyi

I wanted to provide an update on 2532 Skyland...

I met Wed, 8/22, with Mr. Sparks to discuss drainage pipe concerns on his property and within the roadway at the front of this property. I have also initiated discussions with Jefferson County, but have not yet received input from their review.

The attached sketch and pictures provide an overview of the rusted drainage pipe. There is approximately 100 LF of 30" pipe on his property that has substantially deteriorated; the bottom of the pipe is mostly rusted away. The pipe within the roadway right-of-way, approximately 60 LF of 30" pipe, and another 35 LF of 15", has little to no bottom remaining.

There are no surface concerns evident yet; no sinkholes or subsidence in the roadway. Mr. Sparks' driveway has settling and cracking, but no visible hazard or immediate concerns.

The property across the street, as well as numerous neighboring properties, are already within the City, so there is pre-existing City maintenance in this area. However, this was not a previously identified pipe replacement project.

Mr.Sparks' family has owned the property for 10+ years and claims to have not noted any issues in past. His mom also met with us on site and provided additional background on the property and noting improvements they have done to the property since owning.

Mr. Sparks stated a willingness to consider investing in improvements, and is awaiting additional guidance from the City and/or County. He intends to attend the Committee meeting on 29<sup>th</sup> and address this concern in any discussion as needed.



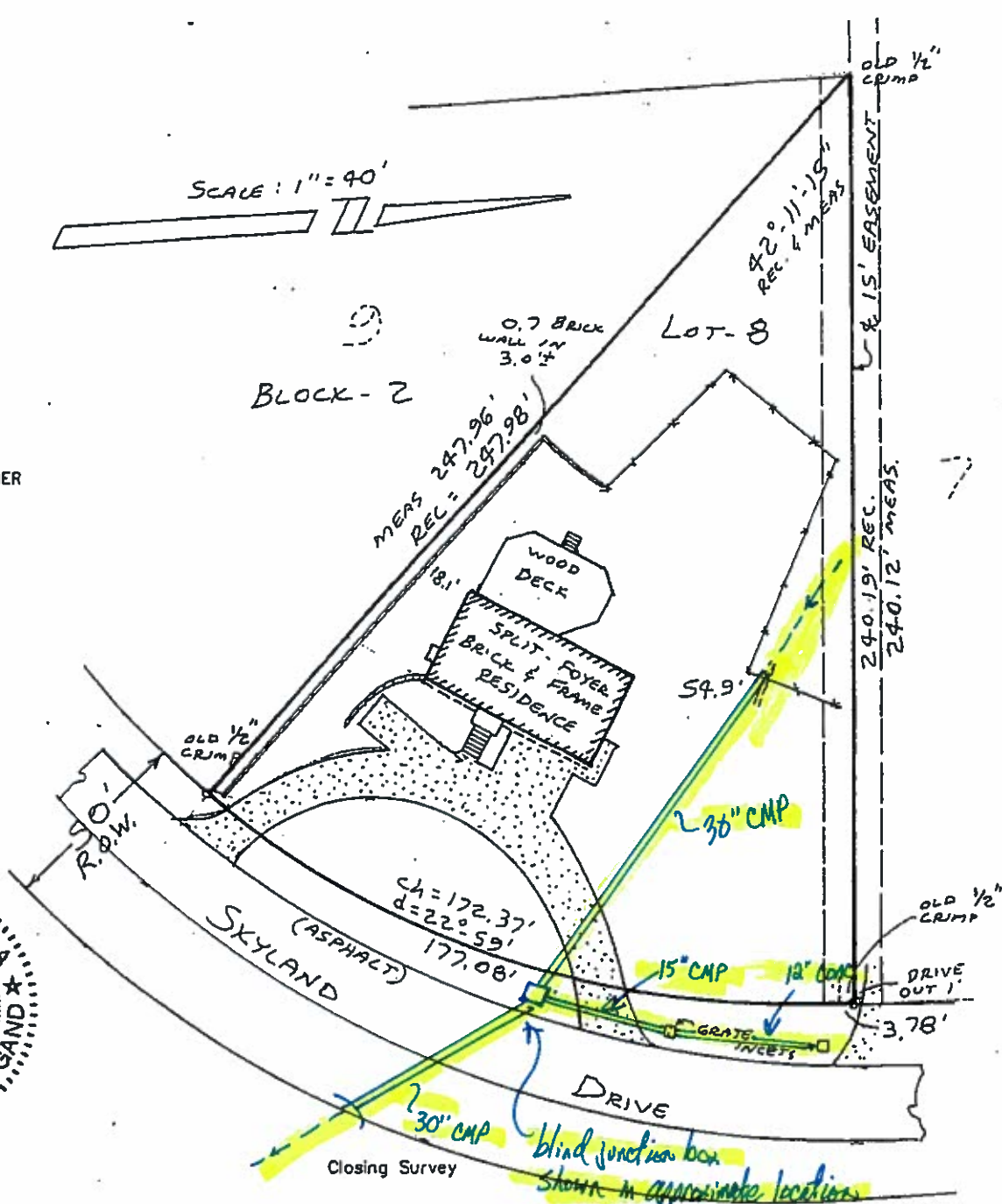
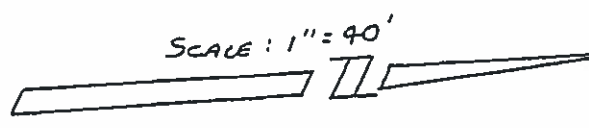
**Christopher Brady, City Engineer**  
Department of Public Services  
P 205 978 0150 | [vhal.org](http://vhal.org)  
City of Vestavia Hills

  [WWW.ALIFEABOVE.ORG](http://WWW.ALIFEABOVE.ORG)



**LEGEND**

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- x- FENCE
- POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- DECK DECK
- CONCRETE CONCRETE
- WALL WALL



STATE OF ALABAMA  
JEFFERSON COUNTY)

I, Laurence D. Weygand, a registered Engineer—Land Surveyor, or Roy Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 8, Block 2, AMENDED MAP OF DOLLY RIDGE ESTATES - SECOND ADDITION, as recorded in Map Volume     , Page      in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of AUGUST 15, 2006

Survey invalid if not sealed in red.  
Order No.: 10458  
Purchaser: SPARKS  
Address: # 2532 SKYLAND DRIVE  
Flood Zone: X Map Number: 01073C 0492E

*Laurence D. Weygand*  
Laurence D. Weygand, Reg. P.E.—L.S. #10373  
Roy Weygand, Reg. L.S. #24973  
169 Oxmoor Road, Homewood, AL 35209  
Phone: (205) 942-0086 Fax: (205) 942-0087  
Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map.

*\* drainage sketch added to show approximate location, size, material, etc. of drainage infrastructure.*



**PARCEL #:** 28 00 32 4 005 015.000  
**OWNER:** SPARKS JASON M & LAURA  
**ADDRESS:** 2532 SKYLAND DR VESTAVIA AL 35243-4605  
**LOCATION:** 2532 SKYLAND DR BHAM AL 35243

[ 111-C0 ] Baths: 2.5 H/C Sqft: 1,609  
 18-034.0 Bed Rooms: 3 Land Sch: L1  
 Land: 82,400 Imp: 122,200 Total: 204,600  
 Acres: 0.000 Sales Info: 08/01/2006  
 \$216,000

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

Tax Year : 2017

[SUMMARY](#)   [LAND](#)   [BUILDINGS](#)   [SALES](#)   [PHOTOGRAPHS](#)   [MAPS](#)

**LAND COMPUTATION**

	Code	Acerage	Square Foot	Market Value	CU. Value
LOTS 3	111 HOUSEHOLD UNITS	0	0	\$82,390.00	

**ROLLBACK/HOMESITE/MISCELLANEOUS**

**LEGAL DESCRIPTION**

SUB DIVISON1: DOLLY RIDGE EST 2ND ADD      MAP BOOK: 76    PAGE: 82  
 SUB DIVISON2:                                      MAP BOOK: 0    PAGE: 0

PRIMARY BLOCK: 2                                      SECONDARY BLOCK: 0  
 PRIMARY LOT: 8                                         SECONDARY LOT: 0

**METES AND BOUNDS:** LOT 8 BLK 2 DOLLY RIDGE ESTS 2ND ADD EXC N 10 FT SD LOT

**SALES INFORMATION**

8/1/2006	\$216,000.00	1	<b>BOOK:</b> 200614 <b>PAGE:</b> 017638	Land & Building
6/1/2002	\$174,967.00	1	<b>BOOK:</b> 200208 <b>PAGE:</b> 002941	Land & Building
12/1/2001	\$145,000.00	1	<b>BOOK:</b> 200116 <b>PAGE:</b> 001350	Land & Building
4/1/2001	\$75,000.00	5	<b>BOOK:</b> 200105 <b>PAGE:</b> 006304	Land & Building

**Jason M. Sparks & Laura Sparks  
2532 Skyland Drive  
Vestavia, AL 35243**

April 9, 2018

To: Members, Vestavia Hills Annexation Committee and City Council

My name is Jason Sparks. I reside at 2532 Skyland Drive with my wife, Laura Sparks, and our son Mitchell. Both my wife and I have grown up in the Vestavia Hills community and attended the Vestavia schools from elementary school through high school graduation. Both of our families still live in Vestavia as well. (Mr. and Mrs. Mike Cobb; Dr. and Mrs. Jimmy Sparks). I represent BB&T Bank in the Vestavia Hills Chamber of Commerce and am also a member of the Vestavia Hills Sunrise Rotary Club that meets weekly at the City Hall.

Having enjoyed such long personal and professional ties to the Vestavia Hills community, I am now hoping that you will favorably consider my petition for annexation. You will notice from the application that we are largely surrounded by Vestavia Hills. We would very much like to participate in the interests of the community we are proud of, sharing its benefits and promoting the betterment of our neighborhood and of Vestavia Hills. I would add for your consideration that we have made substantial improvements to our home and property over the last few years, as have many of our neighbors. I believe that this trend is enhanced when all of us share a commitment to the interests of the community in common. I hope you will find that these considerations, along with my location relative to my Vestavia neighbors, makes this annexation logical and mutually beneficial.

My contact information is as follows if any additional information is needed:

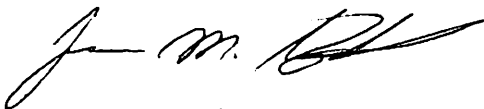
Cell # - (205)907-6030

Office # - (205)445-2346

Email – [jsparks@bbandt.com](mailto:jsparks@bbandt.com)

Thank you for your time in reviewing this request.

Sincerely,



Jason M. Sparks

(205)9076030

[jsparks@bbandt.com](mailto:jsparks@bbandt.com)



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: April 9, 2018

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

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

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

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

Jason M. Sparks

(205) 907-6030 - cell #

(205) 445-2346 - work #

~~sparks@bbandt.com~~

jsparks@bbandt.com - email

**EXHIBIT "A"**

LOT: 8

BLOCK: 2

SURVEY: \_\_\_\_\_

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

COUNTY ZONING: Class: 3 Mun Code: 2

COMPATIBLE CITY ZONING: Class: 3 Mun Code: 2

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 8, Block 2, According to the amended map of Dolly  
Ridge Estates, Second Addition as recorded in Map  
Book 76, Page 82, in the probate office of Jefferson  
County, Alabama, Birmingham Partition.

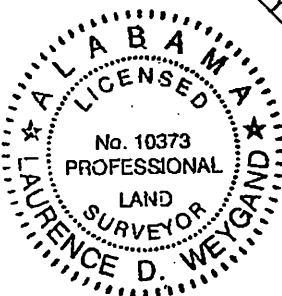
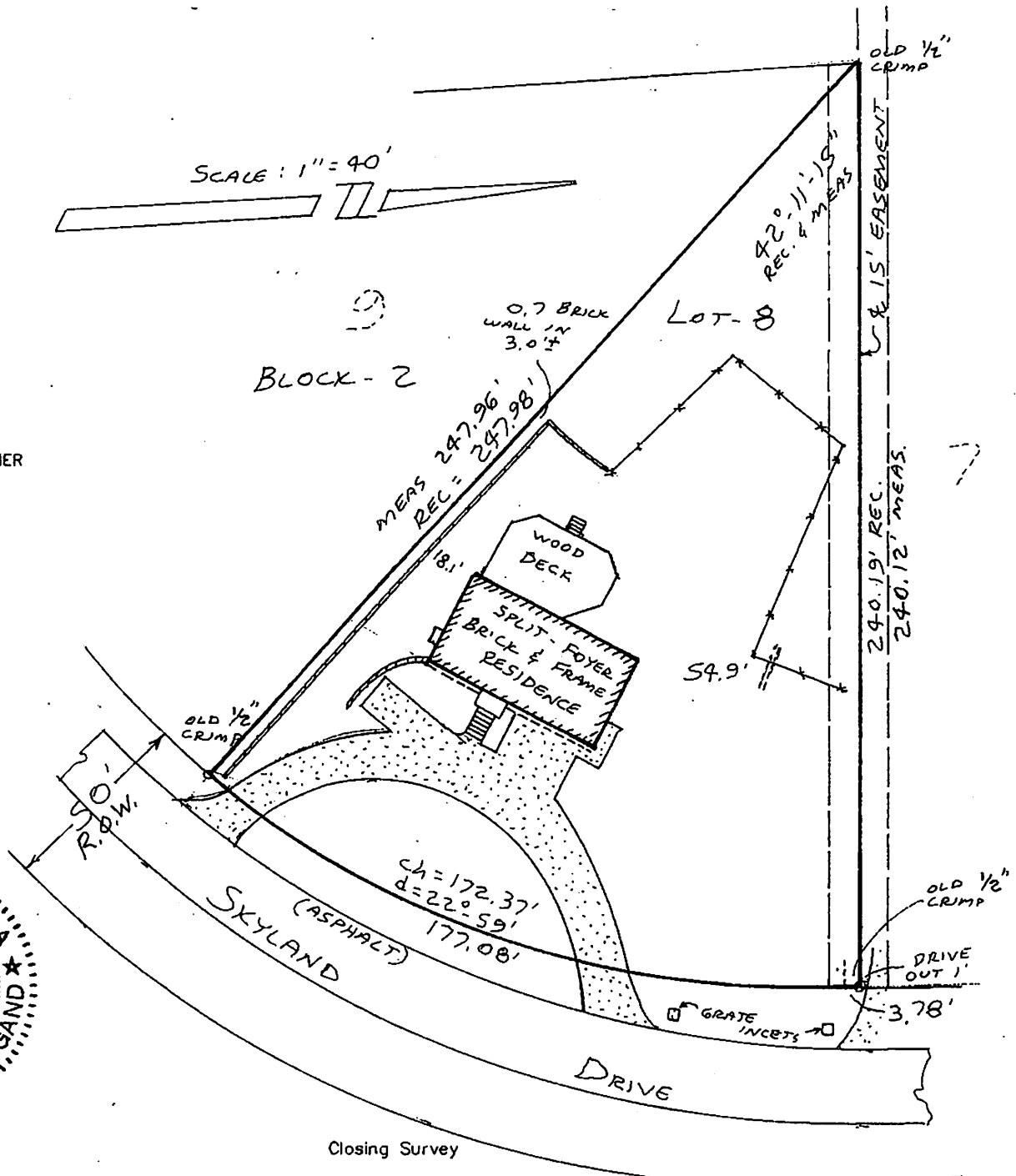
Less and except the north 10 feet of subject property

See Attached Exhibit A

Parcel # 28-00-32-4-005-015.000

**LEGEND**

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- X- FENCE
- V- POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- ▨ DECK
- CONCRETE
- ▨ WALL



STATE OF ALABAMA)  
JEFFERSON COUNTY)

**Closing Survey**

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Ray Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 8, Block 2, AMENDED MAP OF DOLLY RIDGE ESTATES - SECOND ADDITION, as recorded in Map Volume \_\_\_\_\_ Page \_\_\_\_\_ in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of AUGUST 15, 2006  
Survey invalid if not sealed in red.

Order No.: 10458  
Purchaser: SPARKS  
Address: #2532 SKYLAND DRIVE  
Flood Zone: X Map Number: 01073C 0492E

*Laurence D. Weygand*  
Laurence D. Weygand, Reg. P.E.-L.S. #10373  
Ray Weygand, Reg. L.S. #24973  
169 Oxmoor Road, Homewood, AL 35209  
Phone: (205) 942-0086 Fax: (205) 942-0087  
Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

**SIGNATURE(S)**

**DESCRIPTION OF PROPERTY**

<u>Jason M. Sparks / Larrea Sparks</u>	Lot <u>8</u> Block <u>2</u> Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

**STATE OF ALABAMA**

Jefferson COUNTY

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

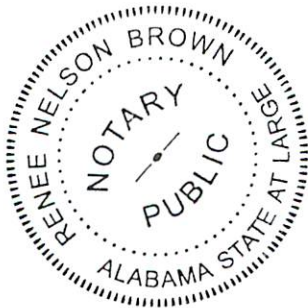
Jason M. Sparks  
Signature of Certifier

Subscribed and sworn before me this the 9th day of April, 2018.

Renee Nelson Brown  
Notary Public

My Commission Expires July 23, 2019.

My commission expires: \_\_\_\_\_





**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

**1204 Montgomery Highway  
Vestavia Hills AL 35216**

*(To be completed by the City)*

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

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Jason + Laura Sparks

Address: 2532 Skyland Drive

City: Vestavia State: AL Zip: 35243

**Information on Children:**

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

	Name(s)	Age	School Grade	Yes	No
1.	Mitchell D. Sparks	2	—	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.				<input type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 2020-2021

Jason M. Sparks : Car Tag: IBL9576  
Laura C. Sparks : Car Tag: IBL9577

**ORDINANCE NUMBER 2824**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY R-1 TO VESTAVIA HILLS R-2**

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

2532 Skyland Drive  
Lot 8, Block 2, Dolly Ridge Estates, 2<sup>nd</sup> Add;  
Jason and Laura Sparks, Owner(s)

**APPROVED and ADOPTED** this the 28<sup>th</sup> day of January, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

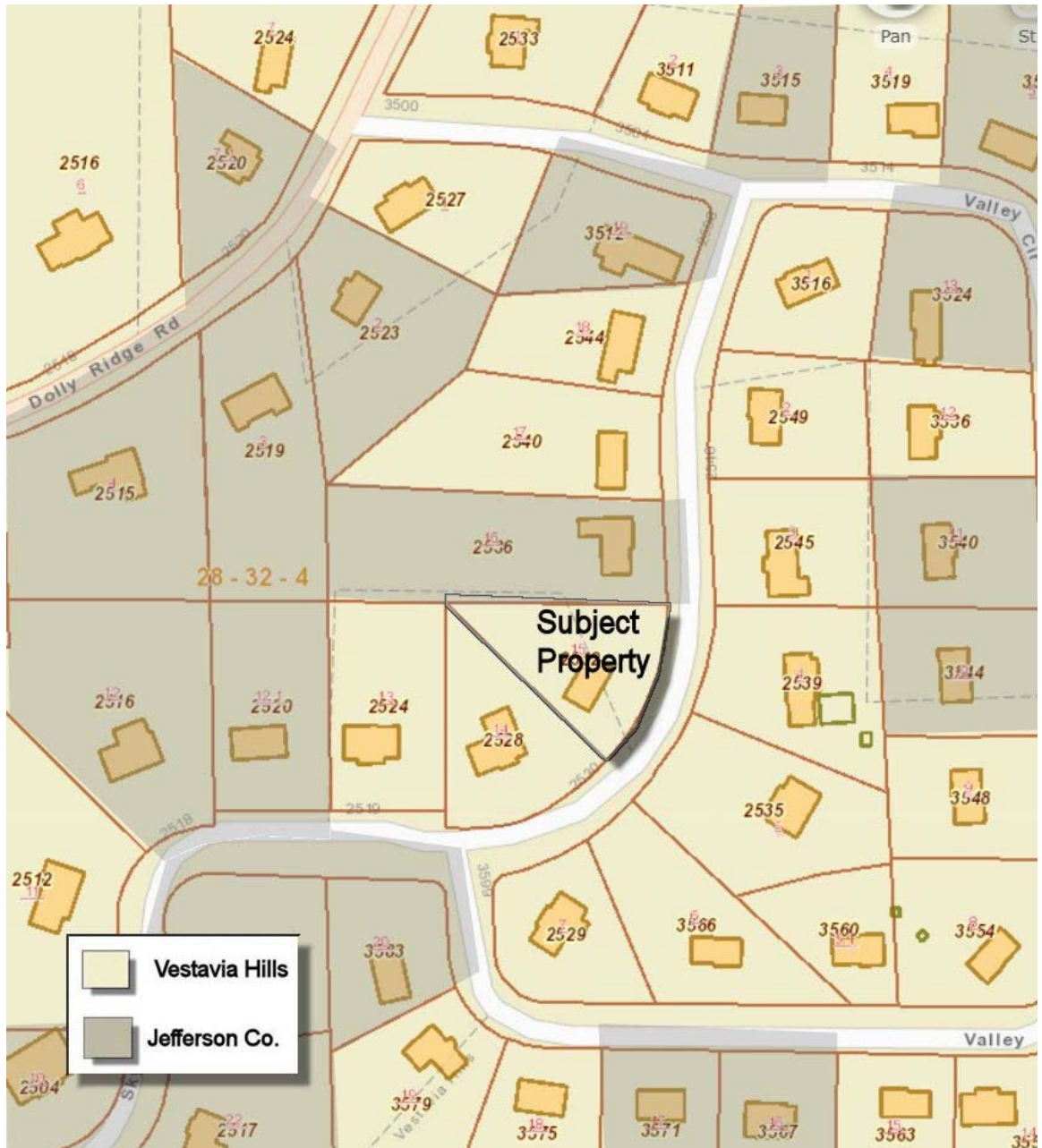
Rebecca Leavings  
City Clerk

**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 # 2824 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 28<sup>th</sup> day of January, 2019, 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 \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk





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

Date: **DECEMBER 13, 2018**

- **CASE:** P-1218-52
- **REQUESTED ACTION:** Rezoning Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 2532 Skyland Drive
- **APPLICANT/OWNER:** Jason Sparks
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 10/8/18 with the passage of Ordinance 2799. Applicant is requesting the compatible rezoning.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Gilchrist made a motion to recommend rezoning approval for 2532 Skyland Drive from Jefferson County R-1 to Vestavia Hills R-2. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes  
Mr. Romeo – yes  
Mr. House – yes  
Motion carried.

Mr. Gilchrist – yes  
Ms. Cobb – yes  
Mrs. Barnes – yes

# CITY OF VESTAVIA HILLS

## APPLICATION

### PLANNING AND ZONING COMMISSION

#### I. INSTRUCTIONS AND INFORMATION:

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

#### II. APPLICANT INFORMATION: (owner of property)

NAME: Jason Sparks

ADDRESS: 2532 Skyland Dr.  
Vestavia, AL 35243

MAILING ADDRESS (if different from above) \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: Home 205-907-6030 Office 205-445-2346

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: \_\_\_\_\_

\_\_\_\_\_

2018 OCT -9 AM 10:01

P1218-52//2800324005015.000

2532 Skyland Drive

Rezone to VH R-2

Jason & Laura Sparks

R1

JC

**III. ACTION REQUESTED**

Request that the above described property be zoned/rezoned

From: JC R-1

To: VH R-2

For the intended purpose of: annexation into Vestavia Hills

*(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 8 Blk 2 Dolly Ridge Ests 2nd Add

Exc N 10 Ft SD Lot Parcel# 28 00 32 4 005 015.000

Property size: \_\_\_\_\_ feet X \_\_\_\_\_ feet. Acres: 0.64

**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.

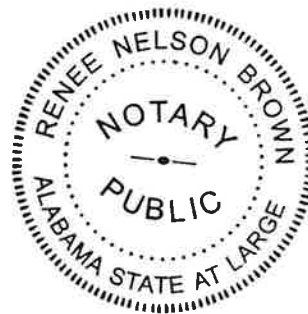
[Signature] 10/9/18  
Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal  
this 9 day of October, 2018.

Renee Nelson Brown  
Notary Public

My commission expires 7-23-2019  
day of 9th October, 2018.



2532 Skyland Drive, Birmingham X

Show search results for 2532 Skyland...

### Legend

Map No. 2824  
Zoning

- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9\*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1\*
- O-1
- PUD-PB
- R-8\*
- R-6\*
- B-1
- B-3\*
- Inst-1\*
- B-2\*
- O-1\*



**Zoning**

PARCELID	2800324005015000
DISTRICT	002
ESN_NUM	504
PROPADD	2532 SKYLAND DR
VHL_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	
ZNG_ORD_1	
ZNG_ORD3	
ZNG_ORD_2	
ZNG_ORD4	
ZNG_ORD_3	

Zoom to



**RESOLUTION NUMBER 5120**

**A RESOLUTION DETERMINING THAT CERTAIN  
PERSONAL PROPERTY IS NOT NEEDED FOR  
PUBLIC OR MUNICIPAL PURPOSES AND  
DIRECTING THE SALE/DISPOSAL OF SAID  
SURPLUS PROPERTY**

**WITNESSETH THESE RECITALS**

**WHEREAS**, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached "Exhibit A"; and

**WHEREAS**, the City has determined that it would be in the best public interest to sell or dispose of said property.

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5120 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 28<sup>th</sup> day of January, 2019.

Ashley C. Curry  
Mayor


ATTESTED BY:

Rebecca Leavings  
City Clerk



**VESTAVIA HILLS**  
**DEPARTMENT OF BUILDING SAFETY**

**MEMORANDUM**

TO: Rebecca Leavings, City Clerk  
FROM: Keith Blanton, Building Official   
DATE: January 16<sup>th</sup>, 2019  
RE: Surplus vehicle in Department of Building Safety

---

I would like to surplus our 2003 Ford Crown Victoria, VIN #2FAFP71WX3X202969. We no longer need this vehicle as a backup vehicle and it is at the end of its use cycle. Our department recently added another vehicle for this budget year.

**RESOLUTION NUMBER 5121**

**A RESOLUTION APPROVING ALCOHOL LICENSE  
FOR SLICE LLC D/B/A WING DING 2019; JEFFREY  
SAIED BAJALIEH, JASON BRIAN BAJALIEH,  
CHRISTOPHER SALEH BAJAHIEH, EXECUTIVES**

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for SLICE LLC d/b/a Wing Ding 2019, located at 1032 Montgomery Highway, Vestavia Hills, Alabama, for the on-premise sale of 140 - Special Events Retail; Jeffrey Saied Bajalieh, Jason Brian Bajalieh, Christopher Saleh Bajahieh, executives.

**APPROVED and ADOPTED** this the 28th day of January, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

# INTEROFFICE MEMORANDUM

**DATE:** January 24, 2019

**TO:** Dan Rary, Police Chief

**FROM:** Rebecca Leavings, City Clerk

**RE:** Alcohol License Request – 140 - Special Events Retail

Please find attached information submitted by Jeffrey Saied Bajaleih, Jason Brian Bajaleih, Christopher Saleh Bajaheih who request an alcohol license to sell 140 - Special Events Retail at the SLICE LLC d/b/a Wing Ding 2019, 1032 Montgomery Highway, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 28th day fo January, 2019 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

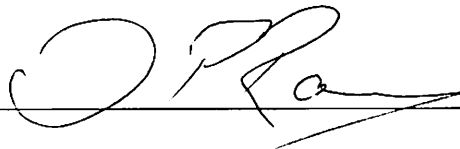
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## Reply

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

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

Reviewed: \_\_\_\_\_







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



**Confirmation Number: 20190103101433276**

**Type License:** 140 - SPECIAL EVENTS RETAIL

**State:** \$150.00 **County:** \$150.00

**Type License:**

**State:** **County:**

**Trade Name:** WING DING 2019

**Filing Fee:** \$50.00

**Applicant:** SLICE LLC

**Transfer Fee:**

**Location Address:** PARKING LOT OF 1032 MONTGOMERY HWY VESTVIA HILLS, AL 35216

**Mailing Address:** 5428 11TH AVE S BIRMINGHAM, AL 35222

**County:** JEFFERSON **Tobacco sales:** NO

**Tobacco Vending Machines:**

**Type Ownership:** LLC

**Book, Page, or Document info:** LR201007 1962

**Date Incorporated:** 08/20/2010 **State incorporated:** AL

**County Incorporated:** JEFFERSON

**Date of Authority:** 08/20/2010

**Alabama State Sales Tax ID:** R0097854065

**Federal Tax ID:** 36-4687505

<b>Name:</b>	<b>Title:</b>	<b>Date and Place of Birth:</b>	<b>Residence Address:</b>
JEFFREY SAIED BAJALIEH 5919245 - AL	MEMBER	09/05/1974 BIRMINGHAM, AL	5428 11TH AVE S BIRMINGHAM, AL 35222
JASON BRIAN BAJALIEH 9327356 - AL	MEMBER	06/29/1980 BIRMINGHAM, AL	4342 CLAIRMONT AVE S BIRMINGHAM, AL 35222
CHRISTOPHER SALEH BAJALIEH 6073771 - AL	MEMBER	08/30/1976 BIRMINGHAM, AL	5016 10TH CT S BIRMINGHAM, AL 35222

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

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

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

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

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

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

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

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

**Contact Person:** DENISE KOCH

**Home Phone:** 205-410-8776

**Business Phone:** 205-994-2317

**Cell Phone:** 205-410-8776

**Fax:**

**E-mail:** DLOVOYKOCH@GMAIL.COM

**PREVIOUS LICENSE INFORMATION:**

**Previous License Number(s)**

**Trade Name:** WING DING 2019

**License 1:** 011049637

**Applicant:** SLICE LLC

**License 2:**



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



**Confirmation Number: 20190103101433276**

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: CITY OF VESTAVIA 205-978-0195

What is lessors primary business? MUNICIPAL GOVERNMENT

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 99999 Display Square Footage:

Building seating capacity: 99999 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: OTHER

Location is within: CITY LIMITS Police protection: CITY

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

<b>Name:</b>	<b>Violation &amp; Date:</b>	<b>Arresting Agency:</b>	<b>Disposition:</b>
CHRISTOPHER BAJALIEH	WEAPON OFFENSE-PISTOL W/O PERMIT 08/04/2005	BIRMINGHAM PD	THROWN OUT/DISMISSED
CHRISTOPHER BAJALIEH	POSSESSION OF CONTROLLED SUBSTANCE 03/03/2006	BIRMINGHAM PD	THROWN OUT
JASON BAJALIEH	POSSESSION OF MARIJUANA 1ST DEGREE 06/06/2000	TUSCALOOSA CO SO	PARDONED

**RESOLUTION NUMBER 5122**

**A RESOLUTION ESTABLISHING A SIDEWALK CONSTRUCTION POLICY FOR THE INSTALLATION OF PUBLIC SIDEWALKS WITH FINANCIAL ASSISTANCE FROM AREA RESIDENTS**

**WHEREAS**, the City of Vestavia Hills has established a Master Sidewalk Plan detailing locations of present and predetermined locations for public sidewalks; and

**WHEREAS**, a copy of the City's Master Sidewalk Plan is marked as Exhibit A attached to and incorporated into this Resolution Number 5122 as if written fully therein; and

**WHEREAS**, residents have expressed interest in installation of sidewalks in areas outside of the City's Master Sidewalk Plan; and

**WHEREAS**, the City Manager has drafted a Sidewalk Construction Policy to be used as a guide for evaluation of proposed sidewalks following a request made by a neighborhood or a collection of residents; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to establish the recommended Sidewalk Construction Policy.

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

1. A Sidewalk Construction Policy is hereby established as follows: In the event a neighborhood or collection of residents' request installation of a sidewalk not included in the Master Sidewalk Plan, then the City Council may elect to authorize the construction of sections of requested sidewalks upon the consideration of the following factors:
  - a. Residents will contribute funds toward the design and construction of the requested section of sidewalk at an amount adequate to offset costs after City Council consideration of available funds and other priorities.
  - b. The proposed section of sidewalk will connect existing links of sidewalks.
  - c. The proposed sidewalk will connect to City-owned property, parks, merchant areas, or schools.
  - d. The proposed sidewalk is warranted for public safety considerations.
2. This Resolution Number 5122 will become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 11<sup>th</sup> day of February, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**ORDINANCE NUMBER 2828**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH KADCO, LLC FOR CONSTRUCTION OF SIDEWALKS ON POE DRIVE**

**WHEREAS**, the City of Vestavia Hills is desirous to install public sidewalks along Poe Drive; and

**WHEREAS**, Kadco, LLC has offered to partner with the City in the installation of sidewalks along Poe Drive; and

**WHEREAS**, a contract has been drafted authorizing Kadco, LLC to construct 1,200 linear feet of public sidewalks along the rights-of-way of Poe Drive at a cost estimated at One Hundred, Thirty Thousand, Four Hundred and Thirty Eight Dollars (\$130,438.00) with the City paying the sum of Forty-nine Thousand, Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the cost for the construction of the sidewalk and Kadco, LLC paying any and all other costs exceeding that amount.; and

**WHEREAS**, a copy of said Contract is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2828 as though written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept said offer from Kadco and authorize the Mayor and City Manager to execute and deliver the agreement detailed in Exhibit A.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver the agreement detailed in Exhibit A attached; and
2. This Ordinance Number 2828 shall become effective immediately following approval, adoption and posting as required by Alabama law.

**ADOPTED and APPROVED** this the 11<sup>th</sup> day of February, 2019.

Ashley C. Curry  
Mayor



ATTESTED BY:

Rebecca Leavings  
City Clerk

**PATRICK H. BOONE**  
ATTORNEY AND COUNSELOR AT LAW  
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705  
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH  
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

December 4, 2018

By Hand Delivery

City Manager Jeff Downes  
Vestavia Hills Municipal Center  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

In Re: Contract Between Kadco, LLC and the City of Vestavia Hills for Construction of Sidewalk  
on Poe Drive

Dear Mr. Downes:

I have prepared and enclose a suggested Contract by and between the City and Kadco for  
the construction of a sidewalk on the easterly side of Poe Drive.

If Kadco contracts with a licensed general contractor to perform the work, then in such  
event both Kadco and the Contractor shall be liable to the City under the Contract.

Please review and advise me of any necessary additions, deletions, changes and/or  
corrections. Thank you.

Sincerely,



Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp  
Enclosure

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**CONTRACT**

**WITNESSETH THIS CONTRACT**, made and entered into on this the \_\_\_\_\_ day of December, 2018, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as “City”), and Kadco, LLC, an Alabama limited liability company, with its principal address of 3505 Bent River Road, Birmingham, Alabama 35216 (hereinafter referred to as “Developer”).

**WITNESSETH THESE RECITALS:**

**WHEREAS**, Poe Drive, by virtue of Title 11-49-80, *Code of Alabama, 1975*, became a dedicated public street owned by the City of Vestavia Hills, Alabama (“City”) because of the annexation of substantially all of the Cahaba Heights Fire District to the corporate boundaries on May 14, 2002; and

**WHEREAS**, the City owns the entire right-of-way of Poe Drive by virtue of Title 35-2-51(b), *Code of Alabama, 1975*;

**WHEREAS**, municipalities in Alabama are authorized by Title 11-48-4, *Code of Alabama, 1975*, to spend public funds for the construction, repair, maintenance and improvements of public streets and sidewalks; and

**WHEREAS**, the Alabama Public Works Law regarding public works construction projects provides, among other things, that a public works project is the expenditure of public funds on real estate owned by a municipality or on a structure attached to that real estate. Title 39-2-1(6), *Code of Alabama, 1975*, defines “Public Works” as follows:

“(6) PUBLIC WORKS.--The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.”; and

**WHEREAS**, Title 34-11-10, *Code of Alabama, 1975*, provides as follows:

“It shall be unlawful for the state or any of its departments, boards or agencies or any county, municipality or political subdivision or any department, board or agency of any county, municipality or political subdivision to engage in the construction of any public work involving the practice of engineering unless the engineering drawings, plans, specifications and estimates have been

prepared by and the construction executed under the direct supervision of a professional engineer; provided, that nothing in this chapter shall be held to apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$20,000.00.”; and

**WHEREAS**, Alabama law at Title 34-8-1(a), *Code of Alabama, 1975*, requires that a public works project be performed by a licensed general contractor and defines a "general contractor" to be:

"One who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000.00) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama."; and

**WHEREAS**, Title 39-2-2(a), *Code of Alabama, 1975*, provides in pertinent part as follows:

"(a) Before entering into any contract for a public works involving an amount in excess of fifty thousand dollars (\$50,000), the awarding authority shall advertise for sealed bids. If the awarding authority is the state or a county, or an instrumentality thereof, it shall advertise for sealed bids at least once each week for three consecutive weeks in a newspaper of general circulation in the county or counties in which the improvement or some part thereof, is to be made. With the exception of the Department of Transportation, for all public works contracts involving an estimated amount in excess of five hundred thousand dollars (\$500,000), awarding authorities shall also advertise for sealed bids at least once in three newspapers of general circulation throughout the state."; and

**WHEREAS**, Title 39-2-2(b)(1), *Code of Alabama, 1975*, provides as follows:

“An awarding authority may let contracts for public works involving fifty thousand dollars (\$50,000.00) or less with or without advertising or sealed bids.”; and

**WHEREAS**, Alabama law, at Title 39-1-1 (a), *Code of Alabama, 1975*, reads as follows:

"(a) Any person entering into a contract with an awarding authority in this state for the prosecution of any public works shall, before commencing the work, execute a performance bond, with penalty equal to 100 percent of the amount of the contract price. In addition, another bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the, contract and for the, payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond."; and

**WHEREAS**, Developer has heretofore built new homes on Poe Drive for sale to members of the general public; and

**WHEREAS**, Developer intends to construct additional new homes on Poe Drive; and

**WHEREAS**, Developer desires that Poe Drive be pedestrian friendly by installing a sidewalk; and

**WHEREAS**, Developer will cause a sidewalk extending approximately one thousand two hundred (1,200) linear feet to be constructed on the easterly right-of-way of Poe Drive; and

**WHEREAS**, the estimated cost of construction of the sidewalk is approximately One Hundred Thirty Thousand Four Hundred Thirty-eight and 50/100 Dollars (\$130,438.50); and

**WHEREAS**, Developer has requested the City to pay the sum of Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the cost for the construction of the sidewalk with the Developer paying any and all other costs exceeding that amount; and

**WHEREAS**, the City agrees to pay the sum of Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the cost for construction of the sidewalk based upon the terms, provisions, conditions and requirements set forth in sections I through XXVIII below; and

**WHEREAS**, the Developer expressly agrees to the terms, provisions and conditions of the sections I through XXVIII set forth below; and

**WHEREAS**, the City and the Contractor have agreed to the terms, provisions, conditions and requirements of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.



**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and the Developer mutually and expressly agree as follows:

**I. RECITALS**

The recitals set forth in the premises above are hereby incorporated into this Contract by reference as though set out fully herein.

**II. THE WORK**

Developer shall cause a sidewalk to be constructed on the easterly side of Poe Drive in the City of Vestavia Hills, Alabama 35243 pursuant to the following terms, provisions, conditions and requirements:

**A.** The sidewalk shall be constructed all in accordance with Article 2 of the *Public Works Manual of the City of Vestavia Hills, Alabama*. A copy of Article 2 is attached hereto, marked as Exhibit 1 and is incorporated into this Contract by reference as though set out fully herein; and

**B.** The sidewalk shall extend for a distance of approximately one thousand two hundred (1,200) linear feet; and

**C.** The sidewalk shall be constructed on the site shown on the map, which is attached hereto, marked as Exhibit 2 and is incorporated into this Contract by reference as though set out fully herein; and

**D.** The sidewalk shall be constructed all in accordance with the design prepared by HagerCo-LLC, a copy of which is attached hereto, marked as Exhibit 3 and is incorporated into this Contract by reference as though set out fully herein; and

**E.** The work shall include any and all items set forth on the Engineer Estimate for total Project Cost, a copy of which is attached hereto, marked as Exhibit 4 and is incorporated into this Contract by reference as though set out fully herein; and

**F.** The sidewalk, curb, gutter, double wing inlets, trench train in sidewalk, landscaping, traffic control and other improvements shall be constructed all in accordance with the final and full engineering design, plans and specifications prepared by HagerCo-LLC.

**G.** The labor, material and services described above shall hereinafter be referred to as the "work."

**III. LICENSED GENERAL CONTRACTOR**

The Work shall be done and completed by a licensed general contractor ("Contractor") as required by Title 34-8-1, *Code of Alabama, 1975*.

**IV. CONTRACT PRICE**

It is contemplated by Developer and City, based upon the preliminary cost estimate of One Hundred Thirty Thousand Four Hundred Thirty-eight and 50/100 Dollars (\$130,438.50) prepared by HagerCo-LLC (Exhibit 4) will be approximately that amount. Both parties recognize and agree that the final cost of the work may be more than \$130,438.50.

**V. PAYMENT OF CONTRACT PRICE**

**A. CITY:** The City shall pay Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the contract price upon:

1. completion of the work by the licensed general contractor; and
2. final inspection, written approval and acceptance by the City of the work by Developer.

**B. DEVELOPER:** The Developer shall pay any and all of the contract price exceeding \$49,999.99.

**VI. TERM OF CONTRACT**

Time is of the essence of the performance of the Contract. The term of this Contract shall be for a period of \_\_\_\_\_ (\_\_\_\_\_) days after the Developer receives a written Notice to Proceed from City. The City will not issue a Notice to Proceed until after the City:

**A.** approves in writing the final drawings, plans and specifications prepared by HagerCo-LLC as required by Section X of this Contract; and

**B.** the City receives from Developer the duly executed Performance Bond as required by Section VII of this Contract; and

**C.** the City receives from Developer the duly executed Work and Labor Bond as required by Section VIII of this Contract; and

**D.** the City receives from Developer the Certificates of Insurance as required by Section XIV-F of this Contract.

**VII. PERFORMANCE BOND**

The Developer, prior to the commencement of the work, shall execute and deliver a Performance Bond equal to one hundred percent (100%) of the contract price as required by Title 39-1-1(a), *Code of Alabama, 1975*. The form of the Performance Bond shall be AIA Document A312-2010, a copy of which is attached hereto, marked as Exhibit 5 and is incorporated into this Contract by reference as though set out fully herein.

**VIII. PAYMENT BOND**

The Developer, prior to the commencement of the work, shall execute and deliver a Payment Bond equal to fifty percent (50%) of the contract price as required by Title 39-1-1(a), *Code of Alabama, 1975*. The form of the Payment Bond shall be AIA Document A312-2010, a copy of which is attached hereto, marked as Exhibit 6 and is incorporated into this Contract by reference as though set out fully herein.

**IX. FINAL DRAWINGS, PLANS AND SPECIFICATIONS**

The final drawings, plans and specifications for the work must be prepared by a professional engineer as required by Title 34-11-10, *Code of Alabama, 1975*.

**X. APPROVAL OF FINAL DRAWINGS, PLANS AND SPECIFICATIONS BY CITY**

The work shall not commence unless and until the City has approved in writing the final drawings, plans and specifications prepared by professional engineers, HagerCo-LLC.

**XI. APPROVAL OF CONSTRUCTION CONTRACT**

Any and all Construction Contracts by and between Developer and Contractor for the performance of the work must be approved in writing by the City prior to commencement of the work.

If Developer enters into a Construction Contract with a Licensed General Contractor ("Contractor") for the performance of the work, then in such event both Developer and Licensed General Contractor shall be legally obligated to the City for compliance with any and all terms, provisions, conditions and requirements of this Contract. The Contract by and between Developer and Licensed General Contractor shall contain the following language:

"The Licensed General Contractor hereby agrees to be legally obligated to the City of Vestavia Hills, Alabama for compliance with any and all terms, provisions, conditions and requirements of Developer set forth in Sections I through XXVIII of that certain Contract by and between Kadco, LLC, as "Developer," and the City of Vestavia Hills, Alabama, as "City." A copy of said Contract is attached hereto, marked as Exhibit A and is incorporated into this Contract by reference as though set out fully herein."

**XII. QUALITY OF WORK**

All labor, construction and installation of equipment, materials and supplies applied/installed by the Developer in the performance of this Contract shall be done in a professional, proficient and workmanlike manner.

**XIII. LIABILITY INSURANCE**

The Developer shall carry Manufacturer's and Contractor's General Comprehensive Liability and Public Liability Insurance with limits of One Million Dollars (\$1,000,000.00), per person, and Two Million Dollars (\$2,000,000.00), per occurrence, to cover and protect the City, its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives, the Developer and its Licensed General Contractor, its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of any and all equipment, including but not limited to machinery, tractors, rollers, mixers, motor vehicles and other related equipment necessary to perform the work and installations and embraced in this Contract.

The Developer shall carry, during the life of this Contract, property damage insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) to protect the Developer, the Licensed General Contractor and its subcontractors from claims for property damage which might arise from the work performed under this contract.

Before commencing work, the Developer shall submit evidence of the coverages required above to the City for review and approval. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by the City and shall be kept in full force and effect until the Developer's work is accepted by the City. Contracts of insurance (covering all operations under this contract) which expire before the Developer's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for its approval.

**XIV. ADDITIONAL INSURED**

The Developer shall cause all of the insurance policy coverages described in Section XIII of the Contract above (except for the Worker's Compensation coverages) to include:

**A.** The City of Vestavia Hills, Alabama, and its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's operations; and

**B.** The City of Vestavia Hills, Alabama, and its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's completed operations; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

D. Contain no exclusions of the additional insureds relative to job accidents; and

E. The policies must be on an "occurrence" basis.

F. Certificates of Insurance shall be provided by Developer to City prior to commencement of the work. A Notice to Proceed for the commencement of work shall not be issued by the City unless and until the City has provided written notice of acceptance of said Certificate of Insurance to the Developer.

#### **XV. WORKERS' COMPENSATION**

The Developer shall carry Worker's Compensation insurance for all of its employees and those of the Licensed General Contractor and its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker's Compensation Law. This insurance coverage provided by the Developer under the Worker's Compensation Act shall provide protection from any and all claims for bodily injury, death or property damage, which may arise from the performance of any servant, agent, employee or other representative of Developer or the Licensed General Contractor and its subcontractors under this contract. Certificates of insurance issued by competent insurance companies qualified and licensed to do business in the State of Alabama and approved by the City evidencing that the Licensed General Contractor and all of said subcontractors of the Developer are covered by said Worker's Compensation insurance coverage and furnished to the Developer and the City by the Licensed General Contractor and the individual subcontractors shall meet the requirements of this section.

#### **XVI. INDEMNITY**

The Developer shall indemnify and save harmless the City, its Mayor, City Manager, individual City Council members, servants, agents, employees and representatives from any and all claims, demands, controversies, actions, causes of action, liabilities of action, lawsuits, liabilities, damages and losses and expenses, including but not limited to attorney fees, arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result for work performed under this Contract by Developer, the Licensed General Contractor, a subcontractor and anyone directly or indirectly employed by them. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to or result from performance of the work.

#### **XVII. INDEPENDENT CONTRACTOR**

The Developer is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Developer is the servant, agent or employee of the City of Vestavia Hills, Alabama.



**XVIII. ASSIGNMENT**

This Contract shall not be assignable by the Developer in any respect without having first obtained the written consent of the City of Vestavia Hills, Alabama evidenced by a properly enacted resolution of the City Council.

**XIX. GENERAL COMPLIANCE WITH APPLICABLE LAWS**

Developer shall comply with the provisions of the labor law and any and all federal, state and local laws, statutes, codes, rules, regulations, ordinances and resolutions that are applicable to the performance of this Contract between the City and Developer, including specifically, but not limited to Ordinance Numbers 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018.

**XX. EXISTING UNDERGROUND UTILITIES**

Before any work is done in the vicinity of an existing underground utility line, the Developer shall check with the owner of the utility lines to determine and verify its exact location. The Developer shall be held liable for any damage to utilities in the execution of this Contract.

**XXI. ACCIDENT PREVENTION**

The Developer shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "*Manual of Accident Prevention in Construction*" published by the Associated Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

**XXII. INSPECTION**

All materials and workmanship shall be subject to inspection, examination or test by the City at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective materials and defective, incorrect or incomplete work and/or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project area and be replaced with material of specified quality without charge therefore. If the Developer fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract for or otherwise have the defects remedied or rejected materials removed from the project area and charge the cost of the same against any moneys which may be due the Developer, without prejudice to any other rights or remedies of the City.

**XXIII. TERMINATION**

The Contract, of which statement of work described in paragraph II hereof form a part, may be terminated by the City for any one of the following reasons:

- A. Substantial evidence that the progress made by the Developer is insufficient to complete the work within the specified time.
- B. Deliberate failure on the part of the Developer to observe the requirements of this Contract.
- C. Failure on the part of the Developer to promptly make good any defects in materials or workmanship that may be indicated to it by the City.
- D. Any other breach of contract by the Developer.

**XXII. GENERAL GUARANTY BY DEVELOPER**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Developer of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Developer shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The City will give notice of defective material and work with reasonable promptness. The Developer shall deliver to the City any and all written warranties guaranteed by the manufacturers of any of the materials installed in said road at the completion of the work.

**XXV. REMOVAL OF DEBRIS AND CLEANING**

The Developer shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonable clear. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to the approval of the City and existing state and local regulations.

**XXVI. IMMIGRATION**

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

**XXVII. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS**

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Developer represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

**XXVIII. MISCELLANEOUS**

**A. NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

**B. WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This Contract may be amended at any time by written agreement of the parties signatory hereto.

**C. NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

**D. GOVERNING LAW:** This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

**E. 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.

**F. CONSTRUCTION OF TERMS:** Any ambiguities of this Contract shall be construed fairly and equitably regardless of the participation of either party in drafting this Contract. The reference in terms to gender and number shall be modified as may be appropriate.

**G. EXECUTION IN COUNTERPARTS:** The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**H. BINDING EFFECT:** The Contract shall inure to the benefit of, and shall be binding upon City and Developer and their heirs, successors and assigns.

**I. SEVERABILITY:** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**J. ENTIRE AGREEMENT:** This written Contract contains the entire agreement between the City and the Developer.

**IN WITNESS WHEREOF,** the City and Developer have hereunto caused this Contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the \_\_\_\_\_ day of December, 2018.

**CITY:**  
CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor

By \_\_\_\_\_  
Jeffrey D. Downes  
Its City Manager

ATTESTED

By \_\_\_\_\_

**DEVELOPER:**  
KADCO, LLC  
An Alabama limited liability company

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTESTED

By \_\_\_\_\_

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_\_ day of December, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL  
STATE OF ALABAMA  
JEFFERSON COUNTY

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_\_ day of December, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL



Contract  
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**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Kadco, LLC, an Alabama limited liability company, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Kadco, LLC, an Alabama limited liability company.

Given under my hand and official seal, this the \_\_\_\_\_ day of December, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

# CITY OF VESTAVIA HILLS

## PUBLIC WORKS MANUAL Engineering Standards



Adopted by the Planning and Zoning Commission  
of the City of Vestavia Hills, Alabama on

April 8, 2010

**EXHIBIT 1**

## **Article 2 CONSTRUCTION STANDARDS**

### **§2.1. Clearing and Grubbing**

All areas that receive fill material shall be cleared of vegetation, trees, stumps, large rocks, and other objectionable or unsuitable material prior to placing fill material.

### **§2.2. Embankment**

The City Engineer or designated agent shall determine what material is suitable for embankment. Natural ground areas shall be properly compacted prior to placing embankment. Embankment material shall be placed in uniform lifts of ten (10) inches or less and compacted to ninety-five (95) percent of standard density as determined by ALDOT (Alabama Department of Transportation) standards. In-place density method pursuant to ALDOT standards may be used.

### **§2.3. Sub-grade**

Finish grade shall conform to the lines, grades and cross-section as shown on the approved plan unless specific permission is acquired in writing from the City Engineer. All sub-grade construction shall be compacted to a 95 percent of modified Proctor density as determined by ASTM designation D-1557, as revised from time to time.

### **§2.4. Bases**

Prior to placing any base material, the subgrade shall be prepared and tested. The type material to be used for base and required thickness shall be stated on the approved plan.

Base material consisting of crushed rock, stone particles, or slag shall contain an approved filler of sand or other fine mineral filler. Required six (6) inch base of this material shall be spread without segregation and may be placed and compacted to full depth in one (1) layer. Required base layer greater than six (6) inches shall be placed in approximately equal layers. Compaction shall be by vibratory, steel wheel rollers or other approved rollers to obtain a density of 100 percent when tested as determined by ALDOT standards method. In place density method pursuant to ALDOT standards may be used.

### **§2.5. Paving Requirements**

All public streets, alleys and driveways shall be paved and conform to the following minimum requirements:

- 2.5.1. A two (2) inch bituminous binder and a one (1) inch seal course on a suitable primed macadam base eight (8) inches thick on a properly drained and compacted sub-grade is required.
- 2.5.2. Minimum plant mix requirements for all residential streets will be as follows:  
Binder - 140 lbs. per square yard    Seal - 80 lbs. per square yard.
- 2.5.3. Greater thickness may be required dependent upon street classification as provided in the Subdivision Regulations. Should any problem be encountered with the sub-grade, base, or binder layers, or should much immediate construction traffic be projected following road construction, the City Engineer may require the placement of seal course of plant mix be delayed for a minimum period of six (6) months. If problems are encountered relative to pavement thickness, coring or plant mix may be required. Double Bituminous Surface Treatment pavement on an approved crushed stone base may be approved, where curbs and gutters are not required, for the following cases:

1. Entrance roads into subdivided areas where projected average weekday volumes will not exceed 400.
  2. Roads serving large lot subdivisions.
- 2.5.4. On all roadways the seal course shall not be applied until one (1) year after the binder has been properly installed. Before the seal is applied, all work previously required shall be repaired to meet minimum City standards.

## **§2.6. Culverts**

A special design drawing shall be required for any drainage structure having a required end area of twenty (20) sq. ft. or more. Reinforced concrete drainage structures shall be constructed in accordance with standard drawings and specifications approved by the City Engineer. Standard specification drawings for many minor structures may be obtained through ALDOT or some concrete companies.

- 2.6.1. Reinforced concrete pipe and arch pipe class and installation shall be in accordance with current specifications of ALDOT.
- 2.6.2. Corrugated metal pipe and arch pipe culverts shall be fully coated with asphalt with a paved invert or fully coated with a polymeric coating. Gauge, corrugations and installation shall be in accordance with current specifications of ALDOT.
- 2.6.3. All storm drainpipes shall be a minimum of eighteen (18) inches and subject to review and approval by the City Engineer.

## **§2.7. Swales and Ditches**

- 2.7.1. The minimum flow line slope for paved ditches shall be 0.33% and shall be 1.0% for unpaved ditches.
- 2.7.2. Eight (8) inches of masonry, stone, tile, concrete block or brick walls shall have a minimum flair or one (1) inch per foot and a maximum flair of six (6) inches per foot. Culvert pipe may be utilized if such sewers and drainage ditches shall be of sufficient size to provide for future extensions into adjacent areas.

## **§2.8. Headwalls**

Headwall with wing walls and end walls shall be installed on pipe culverts. Headwalls for pre-cast concrete or brick masonry construction shall be approved by the City Engineer. Headwalls for pipe sizes larger than forty-eight (48) inches shall be shown on the approved plans. Headwalls for multi-line installation shall be shown on the approved plans.

## **§2.9. Combination Curb and Gutters, Valley Curbs**

- 2.9.1. Portland cement concrete having a compressive strength of 3000 PSI at twenty-eight (28) days shall be used. Granite, as approved by the City Engineer, may be substituted. Combination curb and gutter and valley curbs shall be constructed of Portland cement concrete. Installation shall be on a prepared sub-grade and conform to the cross-section shown on the plans. The surface finish of the concrete shall have a light broomed or burlap drag texture. The edges shall be smoothed with a radius type tool.
- 2.9.2. Transverse contraction joints shall be constructed at intervals not exceeding twenty (20) feet in combination curb and gutter and valley curb. Joint depth shall be no less than 1/5 of the cross-section and concrete. Sawed contraction joints shall be done early after the concrete has set to prevent the formation of uncontrolled cracking. Expansion joints shall be constructed at immovable structures and at points of

curvature for short radius curves. Filler material for expansion joints shall be approved by the City Engineer or authorized agent. Construction joints may be either expansion or butt-type joints.

- 2.9.3. No combination curb and gutter, valley curb or sidewalk shall be placed on frozen or soft earth or when other unsuitable conditions exist.
- 2.9.4. Gutters shall be constructed of 3,000 PSI concrete six (6) inches thick. Valley gutters shall not be less than thirty (30) inches wide.
- 2.9.5. Combination curb and gutter shall be used where negative grade entering or within a circle exceeds two (2) percent.

## **§2.10. Inlets**

Inlet design for installation on eighteen (18) inch through forty-two (42) inch pipe shall be approved by the City Engineer. Depth for this type inlet shall not exceed six (6) feet from invert of inlet to top of pipe. Storm drain inlet shall not be supported by the storm drainpipe. Special design installation shall be required for pipes larger than forty-two (42) inches in diameter. This design shall be submitted with street drainage plan for approval by the City Engineer.

## **§2.11. Sidewalks**

Sidewalks shall be constructed in accordance with the specifications shown in Figure 2.11 and as provided herein.

- 2.11.1. Sidewalk installation shall be on an unfrozen prepared sub-grade.
- 2.11.2. Concrete mix: straight cement mix, no fly ash, ochre coloring added at 25 lbs./yd. , maximum 5 inch slump.
- 2.11.3. Sidewalks shall have expansion joints at all concrete-to-concrete connections, such as driveways, curbs, curb ramps and private sidewalks and every thirty (30) ft on straight runs. One-half (1/2) inch expansion joints shall be provided between all fixed objects including steps and walls.
- 2.11.4. Five (5) foot wide sidewalks shall have contraction joints every five (5) feet; wider sidewalks shall have contraction joints spaced as required by the City Engineer.
- 2.11.5. All construction debris shall be removed and disposed off site.
- 2.11.6. Contact City Engineer for final approval of work.



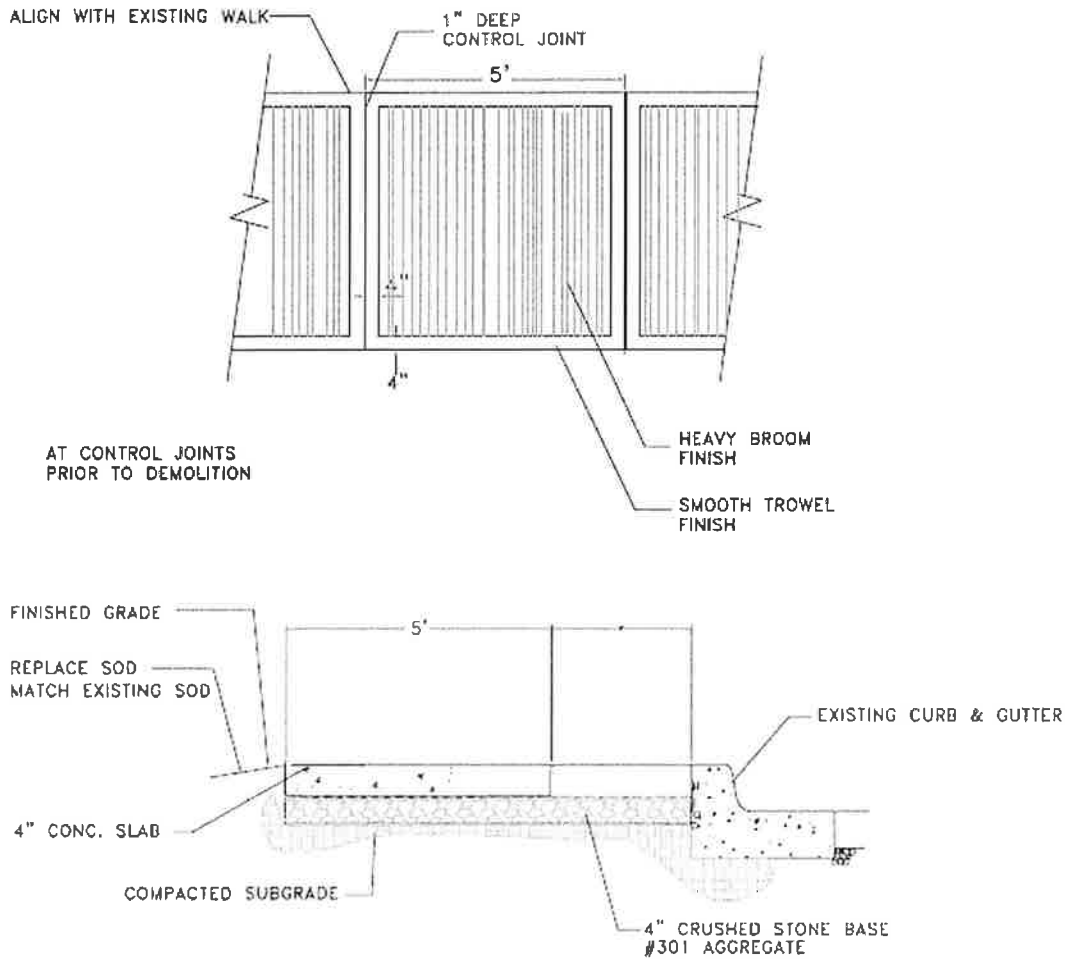


Figure 2.11 Sidewalk Specifications

2.11.7. The cross slope of a sidewalk shall be a minimum of 0.25 inch per foot and a maximum of 0.5 inch per foot sloping to the street. The planting strip between the curb and the edge of the sidewalk shall have minimum cross slopes as provided in Table 2.11. In cases of extreme topography, the City Engineer may permit greater cross slopes within planting strips only. Adjustments to such cross slopes should be gradual to avoid abrupt grade changes.

Table 2.11 Planting Strip Slope Requirements			
Centerline Grade of Street	1 -4%	4.1- 8%	Greater than 8%
Planting Strip Cross Slope	0.5" inch per ft	1 inch per ft	1 ½" inch per ft

**§2.12. Drainage and Grading**

- 2.12.1. The finished slope along the bottom centerline of any lot drainage easement shall not be less than one (1) percent.
- 2.12.2. The side slopes of any lot drainage easement shall not be greater than 4 (horizontal) to 1 (vertical).

**§2.13. Utilities**

- 2.13.1. Water, gas, and sanitary mains, and appurtenances if applicable, will be constructed prior to installation of paving with all mains being extended for service to all lots so that no subsequent cutting of pavement will be required to permit service to all lots.
- 2.13.2. Permits for utility installation on existing or proposed rights-of-way. Any person, firm, or corporation wishing to place a utility facility within a street right-of-way shall apply to the agency controlling said street on the proper prescribed utility permit forms.
- 2.13.3. Location and Trench Backfill. Utilities shall generally be located a minimum of six (6) feet from the edge of existing or proposed paving. In areas where location less than the minimum is approved, incompressible backfill material (sand, slag, crushed stone or gravel) shall be required.
- 2.13.4. Backfill for utilities crossing any proposed roadway section shall conform to the ALDOT Standard Specifications for Highways and Bridges in force at the time of installation.
- 2.13.5. Incompressible backfill material may be used to backfill such open trenches in lieu of compacted backfill material. The material used shall be of a type approved by the City Engineer for this purpose.
- 2.13.6. All open cuts, under existing paving shall be backfilled with compacted stone. The stone used must be of a type approved by the City Engineer for this purpose. A permanent pavement patch shall be in accordance with the typical repair section made available by the City Engineer.
- 2.13.7. Cased and Uncased Construction. All polyvinyl chloride (PVC) pipe used for water lines shall be encased with a casing approved by the Public Works Director, City Engineer or authorized agent.

**§2.14. Road and Street Inspection and Testing**

- 2.14.1. Notification of Work. It shall be the duty and responsibility of the developer or contractor to give notification to the City Engineer, twenty-four (24) hours prior to starting each phase of construction and to notify the City Engineer the day work is resumed after a delay for any reason. This includes all phases of construction, clearing, grading, drainage, gutters, inlets, base, surfacing and any work that pertains to streets or development. Failure to notify as specified may be grounds for non-acceptance.
- 2.14.2. Inspection. The contractor and developer shall be notified of any unacceptable work found by the City Engineer or authorized agent.
- 2.14.3. Testing. Testing shall be at the cost of the developer and shall be by a testing company approved by the City.
- 2.14.4. Embankment density tests shall be required by the City Engineer or authorized agent. Subgrade and base minimum density testing shall include one test representative of each 1000 linear feet of each street or portion thereof. Additional tests may be required by the City Engineer or authorized agent.
- 2.14.5. See §2.5 regarding density requirements.











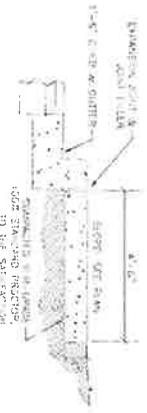




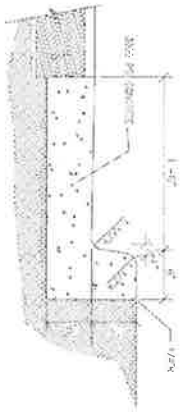




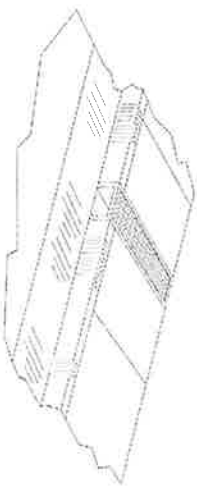




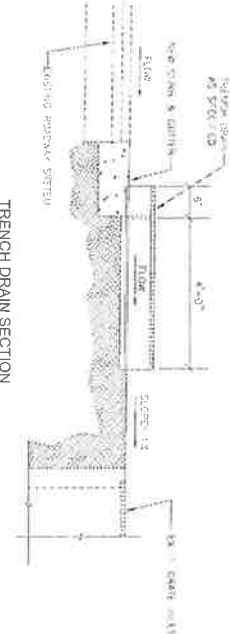
SECTION - TYPICAL 4' WIDE CONCRETE SIDEWALK  
NO SCALE



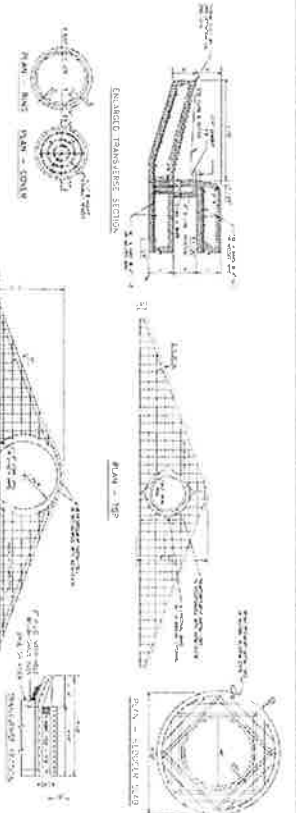
CURB AND GUTTER DETAIL  
NO SCALE



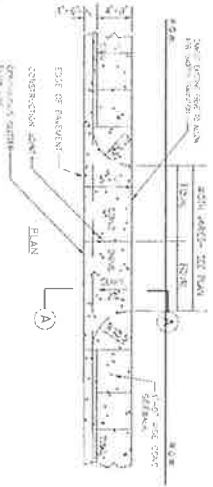
PERSPECTIVE VIEW OF TRENCH DRAIN  
NO SCALE



TRENCH DRAIN SECTION  
NO SCALE



TYPE - S- DOUBLE CURB INLET  
NO SCALE



TYPICAL CONC. DRIVEWAY DETAIL DR-1  
NO SCALE



TYPICAL CONC. DRIVEWAY DETAIL DR-2  
NO SCALE

A PROJECT FOR:  
The City of  
Tulsa, Oklahoma



05/20/18

Project Name:  
Sheet Number:  
07

NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...

DETAILS  
 HagerCo-LLC  
 Project Name:  
 Sheet Number:  
 07

# KADCO Homes

## Poe Drive Sidewalk and Roadway

**\*\* Updated - June 2018**

Curb and Gutter	788 LF	\$	21.00	\$	16,548.00
4" Thick Sidewalk (4'-0" Wide)	360.0 SY	\$	85.00	\$	30,600.00
6" Thick Conc. For Driveways with Ramps	195.1 SY	\$	105.00	\$	20,485.50
Removal and Saw Cut Asphalt/Drives	95.1 SY	\$	50.00	\$	4,755.00
Asphalt Patch Stone and Binder	325.0 SY	\$	40.00	\$	13,000.00
ADA Ramps at Overton	2.0 Ea	\$	2,400.00	\$	4,800.00
				<u>\$</u>	<u>4,800.00</u>

### Storm Drainage

New Double Wing Inlet	1 Ea	\$	3,500.00	\$	3,500.00
New Trench Drain in Sidewalk	1 Ea	\$	2,500.00	\$	2,500.00

Landscape / Sod	1 LS	\$	7,500.00	\$	7,500.00
Tree Removal	5 Ea	\$	850.00	\$	4,250.00
Remove and Replace Mailboxes	15 Ea	\$	200.00	\$	3,000.00
Erosion Control		\$		\$	10,000.00
Traffic Control		\$		\$	5,000.00

Construction Stakeout		\$		\$	4,500.00
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<b>Engineers Estimate for Total Project Cost</b>		<b>\$</b>		<b>\$</b>	<b>130,438.50</b>
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*\*\* Estimate is based on concept design and published maps. Costs are taken from completed projects with similar scope of work. All costs are intended for planning and budget.*

A full engineering design will be required for a construction estimate and Plans.

# AIA Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

Date:  
Amount: \$  
Description:  
*(Name and location)*

**BOND**  
Date:  
*(Not earlier than Construction Contract Date)*

Amount: \$  
Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*

**SURETY**  
Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**EXHIBIT 5**

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.



§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

init.

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

### CONSTRUCTION CONTRACT

Date:  
Amount: \$  
Description:  
*(Name and location)*

**BOND**  
Date:  
*(Not earlier than Construction Contract Date)*

Amount: \$  
Modifications to this Bond:     None     See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company:                    *(Corporate Seal)*

**SURETY**  
Company:                    *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and  
Title:

Signature: \_\_\_\_\_  
Name and  
Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party.)*

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**EXHIBIT 6**

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_