

**Vestavia Hills
City Council Agenda
April 23, 2018
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Dr. Tom Bryson, Southminster Presbyterian Church
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
6. Presentation – Child Care Resources – Joan Wright, Executive Director and Morgan Hargrove, Director of Development
7. Presentation – The Exceptional Foundation – Tricia Kirk and Dee Abernethy Grisham
8. Proclamation – Kids to Park Day – May 19, 2018
9. City Manager’s Report
10. Councilors’ Reports
11. Financial Reports – Melvin Turner III, Finance Director
12. Approval of Minutes – April 9, 2018 (Regular Meeting)

Old Business

13. Ordinance Number 2750 – Annexation – 90-Day Final – 2300 St. Joseph Road; Lot 24-A, Resurvey Of Lots 24 & 26, Amendment To St. Joseph’s Retreat; Linda Craft, Owner (*public hearing*)
14. Ordinance Number 2751 – Rezoning – 2300 St. Joseph Road; Lot 24-A, Resurvey Of Lots 24 & 26, Amendment To St. Joseph’s Retreat; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Linda Craft, Owner (*public hearing*)
15. Ordinance Number 2752 – Annexation – 90-Day Final - 3640 Altadena Drive; Lot 1 Altadena Acres; Kevin And Georgia Holdefer, Owners (*public hearing*)
16. Ordinance Number 2753 – Rezoning – 3640 Altadena Drive; Lot 1 Altadena Acres; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Kevin And Georgia Holdefer, Owners (*public hearing*)
17. Ordinance Number 2754 – Annexation – 90-Day Final – 1722 Vestaview Lane; Shades Mountain Baptist Church, Owner (*public hearing*)
18. Ordinance Number 2755 – Rezoning – 1722 Vestaview Lane; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Shades Mountain Baptist Church, Owner (*public hearing*)

19. Ordinance Number 2756 – Annexation – 90-Day Final – 2672 Dolly Ridge Road; Binita And Niraj Parekh, Owners (*public hearing*)
20. Ordinance Number 2757 – Rezoning – 2672 Dolly Ridge Road; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Binita And Niraj Parekh, Owners (*public hearing*)
21. Resolution Number 5036 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And Blackwater Real Estate, LLC (*public hearing*)

New Business

22. Resolution Number 5037 – A Resolution Appointing A Member To The Vestavia Hills Board Of Education
23. Resolution Number 5038 – Alcohol License – Jacquelines Inc., D/B/A 4th Annual Crawfish Boil By Cajun Seafood House For The Sale Of 140 – Special Events Retail At 2531 Rocky Ridge Road, Suite 107 Parking Lot; Maria Esperanza Adan, Executive (*public hearing*)
24. Resolution Number 5039 - A Resolution To Initiate The Rezoning Of A Portion Of 1280 Montgomery Hwy; City Of Vestavia Hills, Owner
25. Resolution Number 5040 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement For Legal Services To Pursue Damages Incurred As A Result Of The Illegal Sale And Distribution And Marketing Of Opioids And Opioid Derivative Drugs In The City
26. Resolution Number 5041 – A Resolution Authorizing The City Manager To Reinvest The Emergency Reserve Funds For The City
27. Resolution Number 5043 – A Resolution Expressing An Intent To Support The Annexation Of Gresham School Should The Vestavia Hills Board Of Education Purchase The Property

New Business (Unanimous Consent Requested)

28. Ordinance Number 2749 – An Ordinance Granting A Conditional Use Approval To Allow Operation Of A Dog And Cat Training, Boarding And Animal Daycare Facility On The Property Located At 381 Summit Blvd And 3191 Cahaba Heights Road; McCorquodale Properties, LLC; Owners; Property Current Zoned Vestavia Hills B-3, Business (*public hearing*)

First Reading (No Action Taken At This Meeting)

29. Ordinance Number 2758 – An Ordinance To Declare Property Located At 1280 Montgomery Highway As Surplus And To Authorize And Direct The Sale Of Real Estate

For Construction And Operation Of A Two Building Retail Development Including Baumhowers Victory Grille Restaurant (*public hearing*)

30. Resolution Number 5042 - A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And HES Investments LLC For Construction Of A Two Building Retail Development Including Baumhauers Victory Grille Restaurant (*public hearing*)
31. Citizen Comments
32. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

APRIL 9, 2018

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
Kimberly Cook, Councilor
Paul Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Melvin Turner, Finance Director
George Sawaya, Asst. Treasurer
Marvin Green, Fire Chief
Christopher Brady, City Engineer
Keith Blanton, Building Official
Cinnamon McCulley, Communications Specialist

James “Butch” Williams, Pastor of Care and Support at Vestavia Hills United Methodist Church and Senior Chaplain for the City Of Vestavia Hills, provided the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mike Anderton Jefferson County District Attorney, introduced himself and requested support in his upcoming primary election.
- Mrs. Cook announced that the Vestavia Hills City Council has received six applications for the upcoming vacancy on the Vestavia Hills Board of Education. She announced that the Council will begin interviews April 12 at 8 AM and conclude the final interviews on April 17 beginning at 1 PM in the Executive Conference Room. Interviewees are listed on the City’s website. She welcomed Steve Bendall, School Board Member, to the meeting tonight.

- Mr. Pierce welcomed Linda Parker and Roger Steur representing the Vestavia Hills Chamber of Commerce. He also welcomed Karen Odle, President and other members of the Chamber to the meeting.
- Mr. Weaver and Mr. Head welcomed Anne Smyth, David Myers and Kirk McCulley. Park and Recreation Board Members.

CITY MANAGER'S REPORT

- Mr. Downes explained a first reading on tonight's agenda for an incentive agreement for a grocery anchor in Liberty Park. He explained the proposed agreement and the terms of the proposed agreement. Mr. Downes indicated that the recent increases of sales tax revenues are driven by new grocery stores opened in the City. One was recently opened in Patchwork Farms and this new one will cover leakage from the Liberty Park residents to attempt to capture revenues that now go to other cities. He presented a site plan of the proposed development with two outparcels and a round-a-bout. He indicated that this area is not easy to develop and the ability of the City to share the sales taxes is helpful to remedying of some of these challenges. Even with the incentive agreement, the increased revenues to the City could be as high as half a million during the incentive timeline. He reminded the Council that this is a key part of the incentive policy of the City.

COUNCILOR REPORTS

- Mr. Pierce stated that he will be attending the regular luncheon of the Chamber which will be held on the 10th of April.
- The Mayor stated that he attended the presentation of the Vestavia Belles at the Vestavia Country Club. He stated that 32 young ladies were inducted into the Belles program.
- The Mayor stated that Rose Marie Reinhart Russo was a survivor of the Nazi era and was keynote speaker at the Dogwood Luncheon which was recently held. She gave a remarkable story of the day her father was scheduled to be executed, the U.S. Forces entered the City and liberated them.
- The Mayor announced that the annual Mayor's Prayer Breakfast on April 24 with Christian Cooper as keynote speaker.
- Mr. Weaver stated that the Planning and Zoning Commission meeting is scheduled for Thursday, April 12 at 6 PM.
- Mr. Head announced that the Park and Recreation Work Session will be held on Monday April 16 at 11:30 AM in Executive Conference room.

APPROVAL OF MINUTES

The minutes of the March 12, 2018 (Regular Meeting), March 19, 2018 (Regular Work Session) and March 22, 2018 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the March 12, 2018 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mrs. Cook. Roll call vote as follows:

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

MOTION Motion to dispense with the reading of the minutes of the March 19, 2018 (Regular Work Session) and approve them as presented was by Mr. Pierce and second by Mr. Weaver. Roll call vote as follows:

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

MOTION Motion to dispense with the reading of the minutes of the March 22, 2018 (Regular Meeting) and approve them as presented was by Mrs. Cook and second by Mr. Weaver. Roll call vote as follows:

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

OLD BUSINESS

RESOLUTION NUMBER 5023

Resolution Number 5023 – A Resolution Ascertain, Fixing And Determining The Amount Of Assessment To Be Charged As A Lien On The Property Known As 2535 Ivy Glenn Drive, Vestavia Hills, Alabama 35243; Parcel Id# 28-00-32-4-001-96.000, In The City Of Vestavia Hills As A Result Of The City Of Vestavia Hills Ordering The Abatement Of A Nuisance Pursuant To Ordinance Number 2567 (public hearing rescheduled to April 9, 2018) (public hearing)

MOTION Motion to approve Resolution Number 5023 was made by Mr. Weaver and second was by Mrs. Cook.

Mr. Downes explained that there needs to be an amendment within the proposed Resolution in the amount of the lien which should be \$600. The nuisance was abated for \$450 with a \$150 administrative charge.

MOTION Motion to amend Resolution Number 5023 to show assessment of \$600 was by Mr. Pierce and second was by Mr. Weaver. Voice vote as follows:

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

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2748

Ordinance Number 2748 - Conditional Use Approval To Allow Five Unrelated Adults To Reside In A Single Family Home Located At 220 Erwin Circle; Mikel Swack, Owner, Nick Goudreau, Golden Key LLC, Representing (*public hearing*)

MOTION Motion to approve Ordinance Number 2748 was made by Mrs. Cook and second was by Mr. Pierce.

Ms. Leavings explained the background of this which originated as a zoning violation with five adults residing in a single-family residents. They were five students from a nearby college who were unaware of the violation. They decided to appeal the violation which brings them before the City Council for approval until July 31st so they can finish out their semester. They have agreed that minimum parking within the roadway during this approved time.

Mr. Weaver gave a report from P&Z Commission which unanimously denied recommendation stating this decision was up to Council. There were residents who spoke in support of the applicants.

Mrs. Cook asked about the terms of the conditional use should any of the students leave and another come into the situation.

Ms. Leavings stated she believes it would allow any give adults.

Mr. Head asked about timing should the request be denied. Ms. Leavings explained the options of the residents.

Mr. Pierce stated that this violates building and fire codes and asked how the information was received by the City. Ms. Leavings explained.

Mrs. Cook asked about a business license of the leasing agent.

Nick Goudreau stated that they do not have a business license and are not required to have one for each home in every City. He indicated that they have a license in the City where they are located pursuant to Alabama law.

Mrs. Cook indicated that they are providing a service and are supposed to have a license.

Mr. Goudreau stated that they are required by law not to answer about familial status and they have not asked that in the past because of fair housing laws.

Mrs. Cook asked about the owner claiming homestead exemption. The Jeffco tax assessor stated that the owner has been claiming a homestead exemption and the City has notified them of this situation. They indicated that they would investigate the matter.

Peyton Welsh, 220 Erwin Circle, stated that they were unaware of any complaints and that they were in violation of the zoning code until the Police Officer notified them one day. He requested an amendment to the conditional use and asked for approval an extension to May 2019. He stated he realizes this could establish a precedence. He presented a petition with all but 2 owners on the street expressing support for this request.

Mr. Pierce asked how many bedrooms are in the house.

Mr. Welsh stated there are 3 bedrooms.

The Mayor opened the floor for a public hearing.

Sam Romano, 216 Erwin Circle, stated that he lives next door spoke in favor of these young men and asked that the request be granted.

John Bark, 212 Erwin Circle, stated that Mr. Romano originally welcomed him to the neighborhood and echoed his request that the request be granted. He stated that the previous owners had two aggressive dogs who roamed the neighborhood and he would rather have these five here than the previous family.

The Mayor stated that this is in violation of the zoning ordinance and the Fire Marshal notes this is also in violation of the fire code. He stated if this would expire July of this year he would be inclined to approve this but the new request puts this in a new light.

Mrs. Cook noted that the City would not be held liable if they were in violation of the code.

Mr. Weaver stated that the Council was elected to make the tough decisions and this is one of them. Just because something is in violation doesn't mean it is bad. He stated he would not be in favor of extending this conditional use approval, but he would be inclined to approve through July of this year.

Mr. Head echoed Mr. Weaver's comments.

The Mayor opened the floor for a motion for an amendment. No amendment was made, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2747

Ordinance Number 2747 - An Ordinance Providing For The Rate, Levy And Collection Of Certain Privilege, License And Excise Taxes Within The Corporate Limits Of The City Of Vestavia Hills, Alabama, And Making Further Provision Therefor Amending Ordinance 2315 And Repealing Ordinance Numbers 2316 and 2317 (public hearing)

MOTION Motion to approve Ordinance Number 2747 was made by Mr. Weaver and second was by Mrs. Cook.

Mr. Downes explained that this is reiterated the discussions in the last few work sessions which gave the background regarding some Council objectives for infrastructure and the implementation of the Community Spaces Plan totaling an estimated \$58 million. He stated some analysis was completed which identified the ability to fund these needs and also allow some additional revenues to save for some future school needs or city emergencies. He showed a spreadsheet of the proposed increases in sales/use tax, lodging tax and leasing tax. This would make the sales tax in the City a total of 10 cents on a dollar. The increase of lodging tax would be from 3 percent to 6 percent in the City for a total of 13 percent which brings the City comparable to other surrounding municipalities. He explained how the revenues derived from these additional taxes would be split among the various projects.

Heyward Hosch was present to answer questions.

Mrs. Cook stated that this is the beginning of an exciting time but this is also the beginning of a lot of hard work to ensure that this stays within budget and the revenue is spent wisely. She stated this could change the entire face of this City within the next few years along with the improved infrastructure and indicated that the Council has heard very little opposition to these proposed increases.

Mr. Pierce asked about effective dates. Mr. Downes stated these are set to become effective June 1, 2018, but no revenues will be received until after July or August and into the next fiscal year.

The Mayor stated that this has been widely discussed in some 27 meetings, including the Community Spaces meetings. They have studied this and have identified infrastructure needs which need to be addressed along with the road paving and sidewalk needs. He is optimistic and encouraged by this proposal.

Mr. Weaver thanked all the individuals that have been heavily involved in these projects. This has been years in the making to bring this to this point with a lot more work to do in the near future.

Mr. Head echoed the previous Councilors' comments.

The Mayor opened the floor for a public hearing.

John Henley, 1823 Mission Road, stated that at the conclusion of the Council's last work session, the Chamber's Business Development Board voted unanimously to support this proposed plan being put forward by the Council. As a former Councilor, he thanked the Council for this action and stated that he is excited with the plan.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 4951-A

Resolution Number 4951-A – A Resolution Amending Resolution Number 4951 – Authorizing The Implementation Of Phase Two And Phase Three Of The Community Spaces Plan Pursuant To A Contract With The Program Manager (public hearing)

Mr. Downes explained that TCU was retained as a project manager for the Community Spaces Program which was broken into three phases. The first was approved previously and is completed. This would allow the other two phases to begin. He indicated that the Council can still control this through various approvals of bids, etc. Mr. Downes stated that TCU has agreed to also work on the Crosshaven Project as a project manager within their given fees and has promised to work this project expeditiously.

MOTION Motion to approve Ordinance Number 4951-A was made by Mr. Weaver and second was by Mr. Pierce.

Mrs. Cook stated that many might ask why Phase 2 and 3 were being approved at the same time. She explained that if there were changes in Phase 2, that Phase 3 could be terminated with a 30-day notice, so this has the same effect as doing them separately.

Mr. Pierce asked about timetables.

Mr. Downes explained that once a project plan is produced, it will be given to the Council and the community and updated as it develops.

The Mayor stated it would be a good thing to go ahead and act on this request because as time continues to move, interest rates and material costs continue to increase.

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

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

NEW BUSINESS

RESOLUTION NUMBER 5034

Resolution Number 5034 – Alcohol License – Shindigs Catering LLC d/b/a Smooth Rock Café; For An 010 – Restaurant Retail Liquor License – On-Premise – 1940 Stonegate Drive, Suite 10; Donald M. Russell III, Executive (public hearing)

MOTION Motion to approve Resolution Number 5034 was made by Mr. Pierce and second was by Mr. Weaver.

Maggie Hannum, Shindigs Catering, LLC, stated that they are located on Stonegate Drive. She explained that their restaurant will be a great place to spend some time.

Mr. Pierce asked about training of employees concerning alcohol sales.

Ms. Hannum stated that they follow the responsible vendors program.

The Mayor indicated that the Police Department reviews indicated no problems

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

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

RESOLUTION NUMBER 5035

Resolution Number 5035 – A Resolution To Reschedule The Regular Council Meeting Of May 28, 2018 To Wednesday, May 30, 2018 In Observance Of The Memorial Day Holiday

MOTION Motion to approve Resolution Number 5035 was made by Mrs. Cook and second was by Mr. Weaver.

The Mayor stated that this reschedules the City Council meeting of May 28 to May 30, 2018 beginning at 6 PM because of the Memorial Day holiday.

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

Mrs. Cook – yes
Mr. Head – yes

Mr. Pierce – yes
Mayor Curry – yes

Mr. Weaver – 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 April 23, 2018, at 6:00 PM.

- Ordinance Number 2750 – Annexation – 90-Day Final – 2300 St. Joseph Road; Lot 24-A, Resurvey Of Lots 24 & 26, Amendment To St. Joseph's Retreat; Linda Craft, Owner (*public hearing*)
- Ordinance Number 2751 – Rezoning – 2300 St. Joseph Road; Lot 24-A, Resurvey Of Lots 24 & 26, Amendment To St. Joseph's Retreat; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Linda Craft, Owner (*public hearing*)
- Ordinance Number 2752 – Annexation – 90-Day Final - 3640 Altadena Drive; Lot 1 Altadena Acres; Kevin And Georgia Holdefer, Owners (*public hearing*)
- Ordinance Number 2753 – Rezoning – 3640 Altadena Drive; Lot 1 Altadena Acres; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Kevin And Georgia Holdefer, Owners (*public hearing*)
- Ordinance Number 2754 – Annexation – 90-Day Final – 1722 Vestaview Lane; Shades Mountain Baptist Church, Owner (*public hearing*)
- Ordinance Number 2755 – Rezoning – 1722 Vestaview Lane; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Shades Mountain Baptist Church, Owner (*public hearing*)
- Ordinance Number 2756 – Annexation – 90-Day Final – 2672 Dolly Ridge Road; Binita And Niraj Parekh, Owners (*public hearing*)
- Ordinance Number 2757 – Rezoning – 2672 Dolly Ridge Road; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Binita And Niraj Parekh, Owners (*public hearing*)
- Resolution Number 5036 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And Blackwater Real Estate, LLC (*public hearing*)

CITIZEN COMMENTS

None.

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

Ashley Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2750

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

WHEREAS, on the 8th day of January, 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:

2300 St. Joseph Road
Lot 24-A, Resurvey of Lots 24 & 26, Amendment to St. Joseph's Retreat
Linda Craft, 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, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

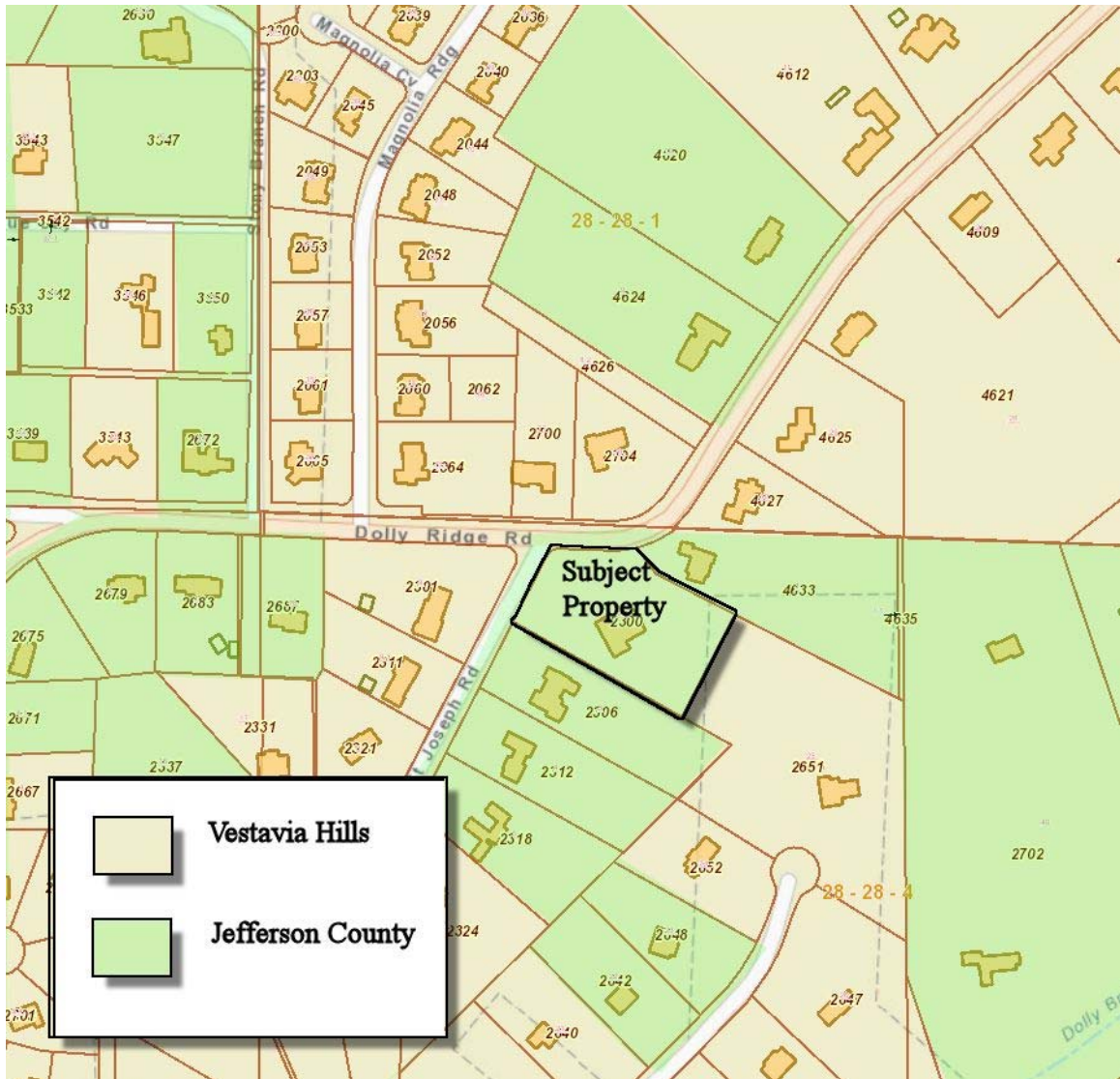
Rebecca Leavings
City Clerk

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 # 2750 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk





**2300 St. Joseph Road
Linda Craft**

Annexation Committee Petition Review

Property: 2300 St Joseph Road

Owners: Linda Craft

Date: 10-12-18

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 Road is maintained by Jefferson County per APRN Road agreement

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 794,100. 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 6 Number in city 3

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: 2300 St Joseph Rd

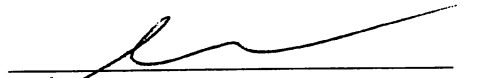
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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

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

11. Information on children: Number in family 0; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: _____


George Pierce
Chairman
10-18-17

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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: 2300 St Joseph Road

Engineering; Public Services Date: 9/21 Initials: CB

2300 St. Joseph Road -- no concerns noted; St. Joseph Road is in good to fair condition and is already on the City's maintenance schedule; Dolly Ridge Road is on proposed Jefferson County Through-Road agreement for County maintenance.

Police Department: Date: 9/21/17 Initials: aw

Comments: N/A

Fire Department: Date: 9/25/17 Initials: SV

Comments: N/A

Board of Education: Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

PARCEL #: 28 00 28 4 001 002.001
OWNER: CRAFT LINDA F
ADDRESS: 78504 US HIGHWAY 278 BLOUNTSVILLE AL 35031
LOCATION: 2300 ST JOSEPH RD AL 35243

[111-A0] Baths: 4.5 H/C Sqft: 4,813
18-012.0 Bed Rooms: 3 Land Sch: A414
Land: 256,000 Imp: 538,100 Total: 794,100
Acres: 0.000 Sales Info: 12/01/2000
\$280,000

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3 OVER 65 CODE:	LAND VALUE 10%	\$255,960
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 \$538,100
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$794,100]:	\$794,060
FOREST ACRES: 0	TAX SALE:	Assesment Override:	
PREV YEAR VALUE:	\$794,100.00 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	\$79,420	\$516.23	\$4,000	\$26.00	\$490.23
COUNTY	3	2	\$79,420	\$1,072.17	\$2,000	\$27.00	\$1,045.17
SCHOOL	3	2	\$79,420	\$651.24	\$0	\$0.00	\$651.24
DIST SCHOOL	3	2	\$79,420	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$79,420	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$79,420	\$405.04	\$0	\$0.00	\$405.04
SPC SCHOOL2	3	2	\$79,420	\$1,334.26	\$0	\$0.00	\$1,334.26

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$79,420.00

\$3,978.94

GRAND TOTAL: \$3,930.94

Payoff Quote

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
200618-25083	11/17/2006		2017		\$0.00
200014-9556	12/20/2000	11/28/2016	2016	-	\$3,930.94
		11/6/2015	2015	-	\$3,930.94
		11/26/2014	2014	-	\$3,879.84
		11/15/2013	2013	-	\$3,879.84
		12/10/2012	2012	CRAFT LINDA F	\$3,879.84
		20111118	2011	***	\$3,930.45

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Aug 3, 2017

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.

Linda F. Craft
(205)-960-9664
rl2300@bellsouth.net

EXHIBIT "A"

LOT: Lot 24A Res

BLOCK: _____

SURVEY: Res Lots 24 - 26 Amendment to St Joseph
Retreat

RECORDED IN MAP BOOK 196, PAGE 33 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JC E-1

COMPATIBLE CITY ZONING: VH E-2

LEGAL DESCRIPTION (METES AND BOUNDS):

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

Linda F. Craft Lot 24A Block _____ Survey Res 24+26 Amend St Joseph

Lot _____ Block _____ Survey _____

Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Linda F. Craft 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.

Linda F. Craft
Signature of Certifier

Subscribed and sworn before me this the 3rd day of August, 2017.

[Signature]
Notary Public

My commission expires: 7/15/2019

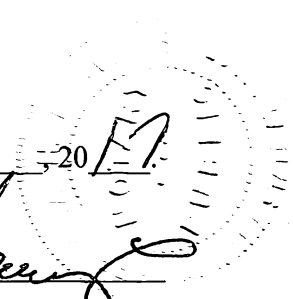


EXHIBIT "B"

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): Linda F. Craft
Address: 2300 St. Joseph Rd
City: Vestavia, State: AL Zip: 35243

Information on Children:

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

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

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

ORDINANCE NUMBER 2751

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 JEFFERSON COUNTY E-1 TO VESTAVIA HILLS E-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 E-1 (low-density residential district) to Vestavia Hills E-2 (low-density residential district):

2300 St. Joseph Retreat
Lot 24-A, Res of Lots 24 & 26, Amendment to St. Joseph's Retreat
Linda Craft, Owner(s)

APPROVED and ADOPTED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

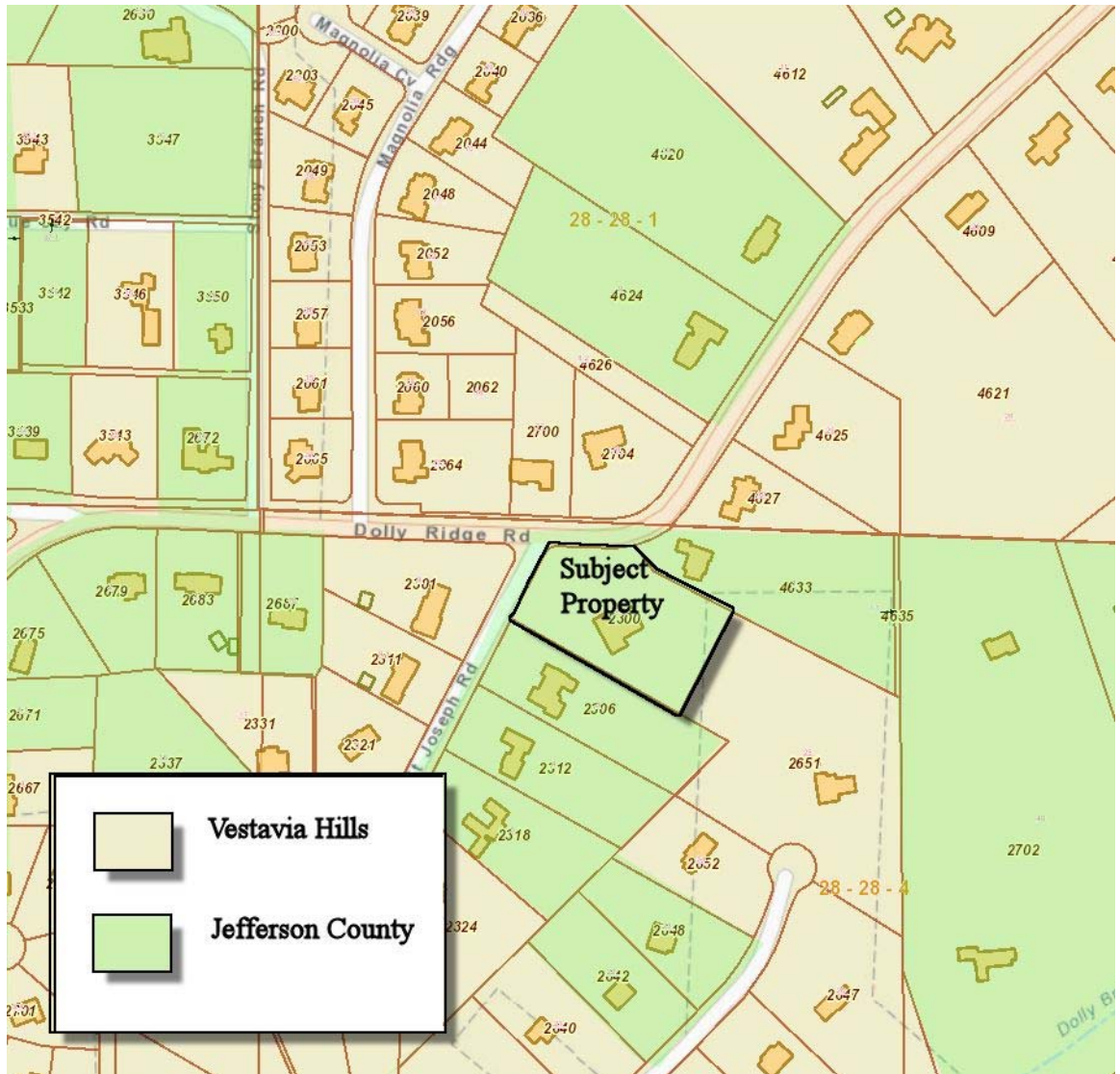
Rebecca Leavings
City Clerk

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 # 2751 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



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

Date: **MARCH 8, 2018**

- **CASE: P-0318-05**
- **REQUESTED ACTION:** Rezoning Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2300 St. Joseph Rd.
- **APPLICANT/OWNER:** Linda F. Craft
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 1/8/18 with the passage of Ordinance 2740. 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 Mrs. Cobb made a motion to recommend rezoning approval for 2300 St. Joseph Rd. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.

ORDINANCE NUMBER 2752

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

WHEREAS, on the 8th day of January, 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:

3640 Altadena Drive
Lot 1, Altadena Acres
Kevin and Georgia Holdefer, 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, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

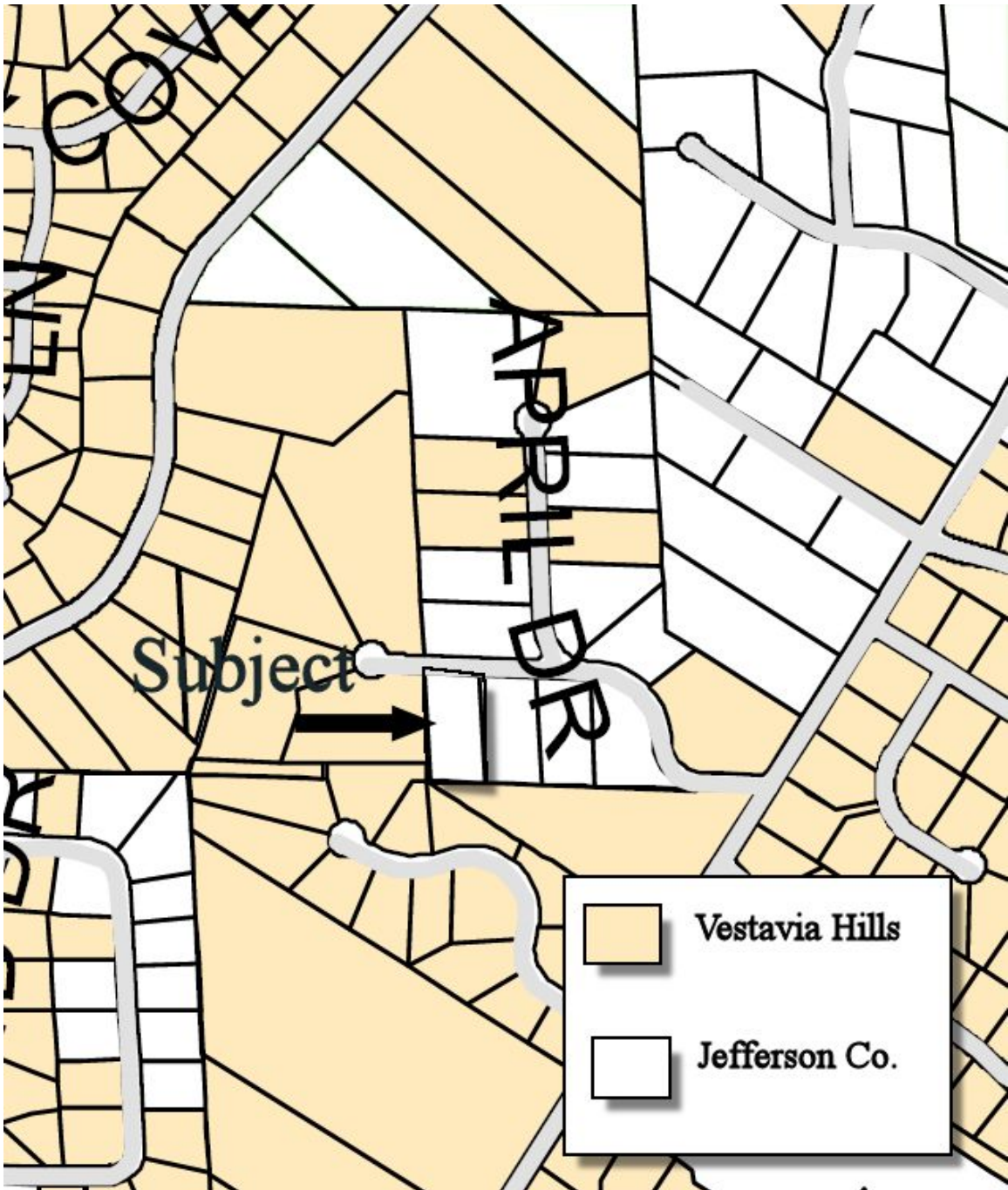
Rebecca Leavings
City Clerk

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 # 2752 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk





**3640 Altadena Drive
Kevin and Georgia Holdefer**

Annexation Committee Petition Review

Property: 3640 Altadena Drive

Owners: Kevin & Georgia Holdefer

Date: 10-12-17

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 312,200.. 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 10 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: 3640 Altadena DRIVE

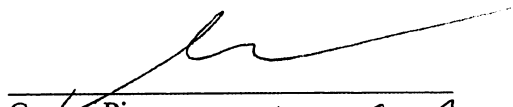
8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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 3; Plan to enroll in VH
schools Yes _____ No Comments: _____

Other Comments: _____


George Pierce
Chairman

10-18-17

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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: 3640 Altadena Drive

Engineering; Public Services Date: 9/21 Initials: CB

Comments: _____
3640 Altadena Drive -- no concerns noted; the roadway was resurfaced in 2015 and is in good condition; includes concrete valley gutter, also in good condition, and meets City standards.

Police Department: Date: _____ Initials: _____

Comments: _____

Fire Department: Date: 9/25/17 Initials: (SK)

Comments: N/A

Board of Education: Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

PARCEL #: 28 00 33 2 001 011.000
OWNER: HOLDEFER KEVIN & GEORGIA
ADDRESS: 3640 ALTADENA DR VESTAVIA AL 35243-2211
LOCATION: 3640 ALTADENA DR BHAM AL 35243

[111-C0] Baths: 2.5 H/C Sqft: 2,450
 18-013.0 Bed Rooms: 4 Land Sch: A114
 Land: 177,900 Imp: 134,300 Total: 312,200
 Acres: 0.000 Sales Info: 05/01/2009
 \$301,000

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10%
EXEMPT CODE:	2-2	DISABILITY CODE:	LAND VALUE 20%
MUN CODE:	02 COUNTY	HS YEAR:	CURRENT USE VALUE [DEACTIVATED]
SCHOOL DIST:		EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	50.1
			<u>CLASS 2</u>
			<u>CLASS 3</u>
			BLDG 001 111
			\$134,300
CLASS USE:		TOTAL MARKET VALUE	[APPR. VALUE: \$312,200]: \$312,190
FOREST ACRES:	0	TAX SALE:	Assesment Override:
PREV YEAR VALUE:	\$297,500.00	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	\$31,220	\$202.93	\$4,000	\$26.00	\$176.93
COUNTY	3	2	\$31,220	\$421.47	\$2,000	\$27.00	\$394.47
SCHOOL	3	2	\$31,220	\$256.00	\$0	\$0.00	\$256.00
DIST SCHOOL	3	2	\$31,220	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$31,220	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$31,220	\$159.22	\$0	\$0.00	\$159.22
SPC SCHOOL2	3	2	\$31,220	\$524.50	\$0	\$0.00	\$524.50

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$31,220.00

\$1,564.12

GRAND TOTAL: \$1,516.12

Payoff Quote

DEEDS

INSTRUMENT NUMBER

[200905-16362](#)

[9914-559](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
05/01/2009		2017		\$0.00
10/12/1999	11/21/2016	2016	CORELOGIC	\$1,442.98
	12/1/2015	2015	CORELOGIC INC	\$1,442.98
	12/2/2014	2014	CORELOGIC INC	\$1,358.81
	11/19/2013	2013	CORELOGIC INC	\$1,358.81
	11/21/2012	2012	CORELOGIC INC	\$1,424.45
	20111208	2011	***	\$1,439.97

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: July 12, 2017

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.

Kholdefer@gmail.com
205-585-1297

EXHIBIT "A"

LOT: 1

BLOCK: Altadena Acres

SURVEY: _____

RECORDED IN MAP BOOK 51, PAGE 73 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 1 Altadena Acres 51/73

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>Kevin P. Holdefer</u>	Lot <u>1</u> Block _____ Survey _____
<u>Georgia Holdefer</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Kevin P. Holdefer 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.

Kevin P. Holdefer
Signature of Certifier

Subscribed and sworn before me this the 10th day of February, 2017.

Richard Wesley Allen
Notary Public

My commission expires: _____ MY COMMISSION EXPIRES JUNE 17, 2019

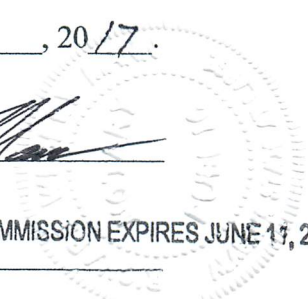


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition July 12, 2017 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): Kevin and Georgia Holdefer
Address: 3640 Altadena Drive
City: Birmingham State: AL Zip: 35243

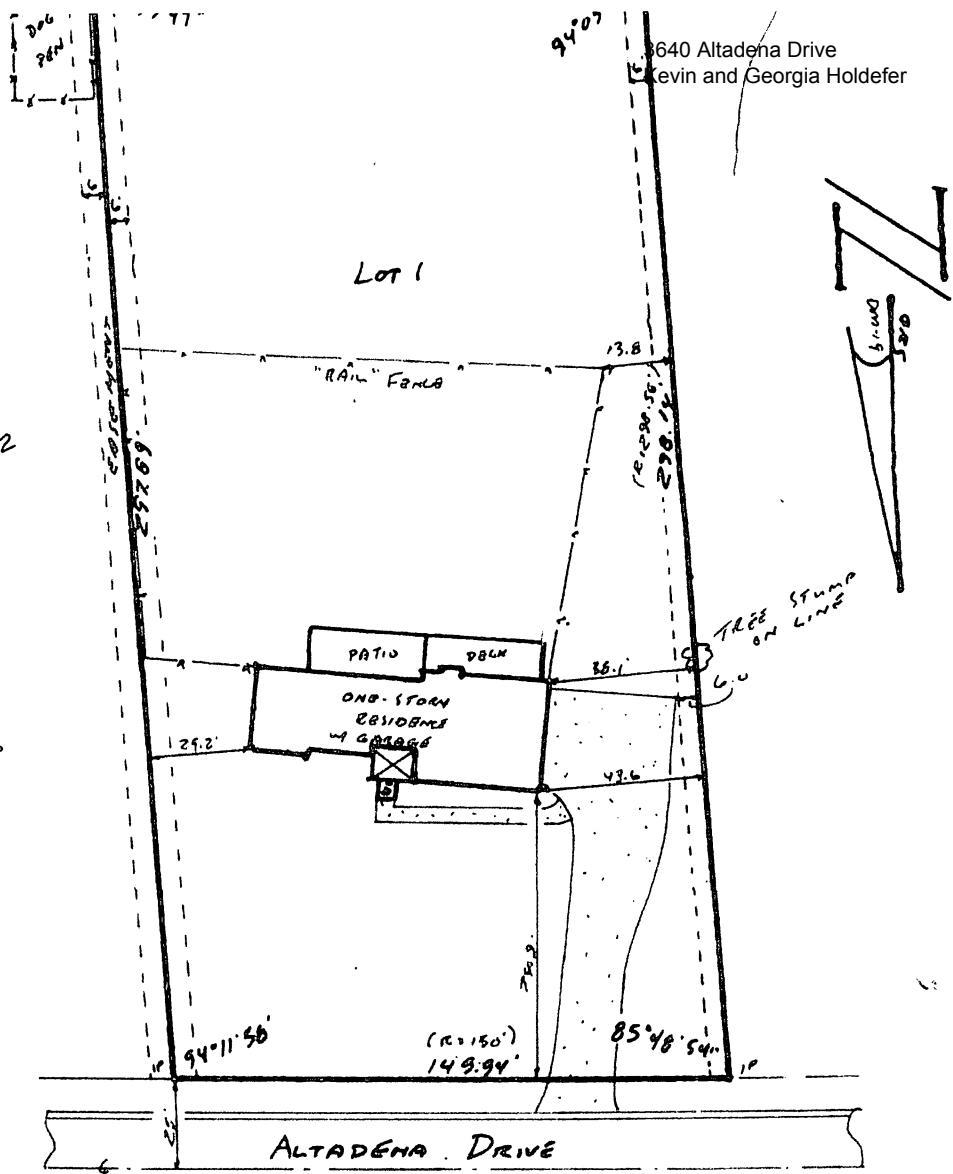
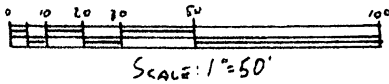
Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	William Holdefer	15	10		✓
2.	Elisabeth Holdefer	13	8		✓
3.	Anna Holdefer	11	6		✓
4.					
5.					
6.					

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

- BUILDING SETBACK LINE
- EASEMENT
- WIRE FENCE
- PRIVACY FENCE
- POLE POWER LINE
- RETAINING WALL
- "OVER HANG"
- DOT ON FOUNDATION
- PORCH/ENTRY/COVERED DECK
- CONCRETE
- IRON PIN
- RECORD DIMENSION
- R - CURVE RADIUS
- A - CURVE LENGTH
- CA - CHORD LENGTH
- Δ - CENTRAL ANGLE



640 Altadena Drive
Kevin and Georgia Holdefer

STATE OF ALABAMA:
JEFFERSON COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

Lot 1, Block _____, of ALTADENA ACRES, as recorded in Map (Plat) Book 51, Page 28, Judge of Probate's Office, JEFFERSON County, Alabama

I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the above-cited record map; the property IS NOT within a "Special Flood Hazard Area"; and, 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.

The correct address is 3640 ALTADENA DRIVE, VESTAVIA HILLS, Alabama.

According to my survey this 8 day of July, 2009.

Gary R. Smith
GARY R. SMITH
PLS, Ala. Reg. #13199



ORDINANCE NUMBER 2753

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 JEFFERSON COUNTY E-1 TO VESTAVIA HILLS E-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 E-1 (low-density residential district) to Vestavia Hills E-2 (low-density residential district):

3640 Altadena Drive
Lot 1, Altadena Acres
Kevin and Georgia Holdefer, Owner(s)

APPROVED and ADOPTED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

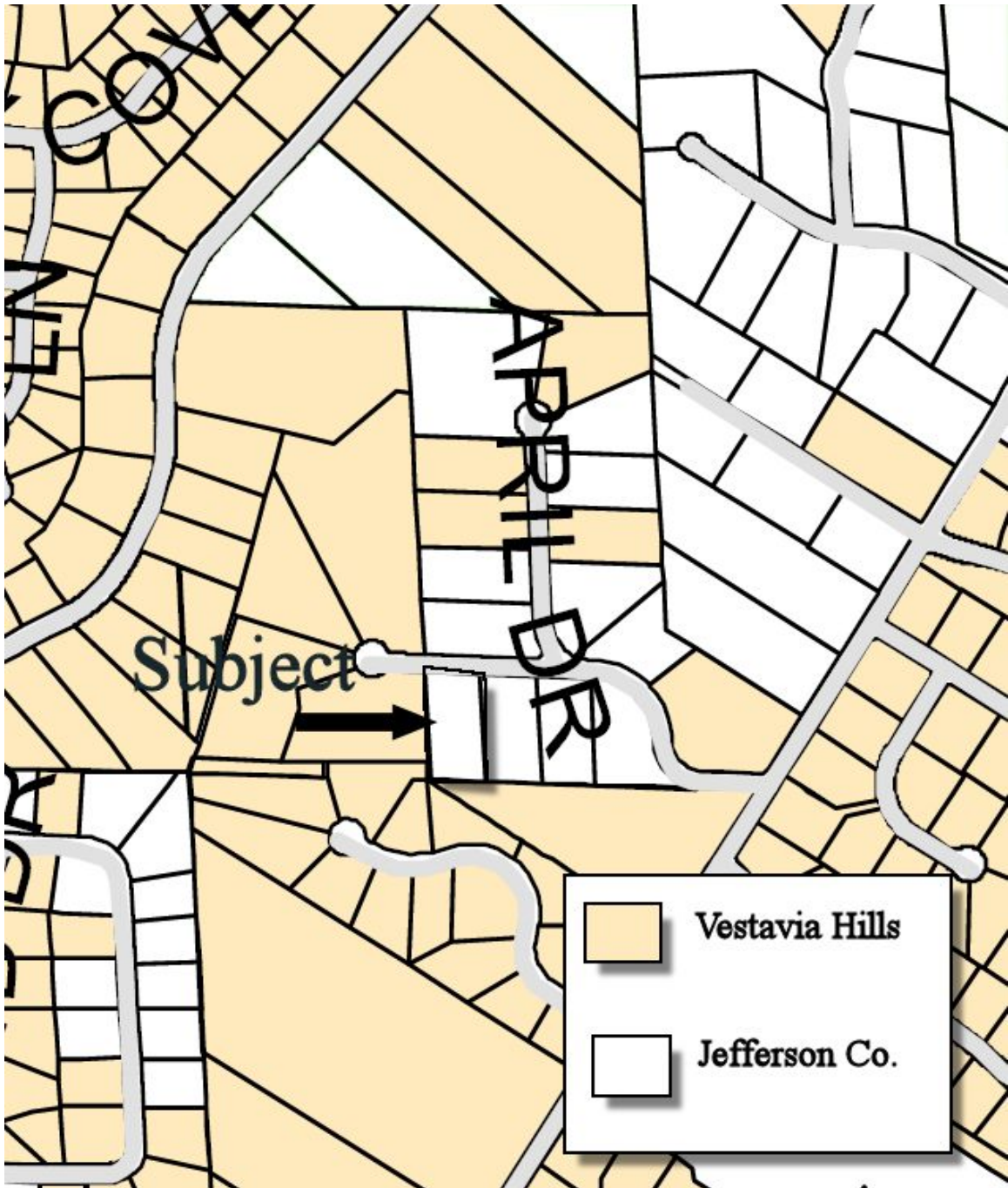
Rebecca Leavings
City Clerk

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 # 2753 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



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

Date: **MARCH 8, 2018**

- **CASE: P-0318-06**
- **REQUESTED ACTION:** Rezoning Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 3640 Altadena Dr.
- **APPLICANT/OWNER:** Kevin & Georgia Holdefer
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 1/8/18 with the passage of Ordinance 2739. 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.

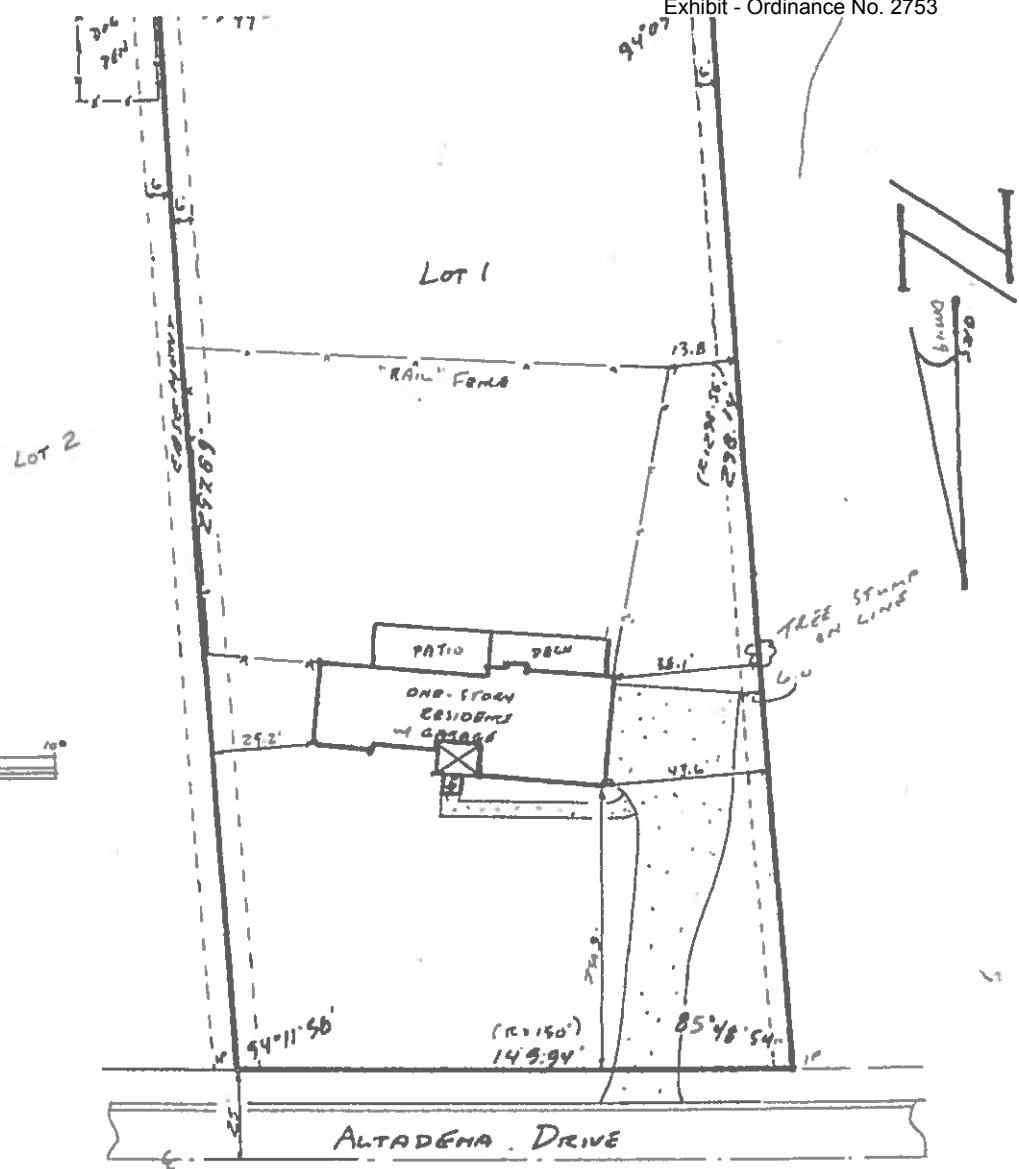
City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed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

MOTION Mrs. Barnes made a motion to recommend rezoning approval for 3640 Altadena Dr. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mrs. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.

- BUILDING SETBACK LINE
- EASEMENT
- WIRE FENCE
- PRIVACY FENCE
- POLE POWER LINE
- RETAINING WALL
- "OVER HANG" FOOT ON FOUNDATION
- PORCH/ENTRY / COVERED DECK
- CONCRETE
- IRON PIN
- RECORD DIMENSION
- K - CURVE RADIUS
- A - CURVE LENGTH
- CA - CHORD LENGTH
- Δ - CENTRAL ANGLE



STATE OF ALABAMA:
JEFFERSON COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

Lot 1, Block _____, of ALTADENA ACRES, as recorded in Map (Plat) Book 51, Page 23, Judge of Probate's Office, JEFFERSON County, Alabama

I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the above-cited record map; the property IS NOT within a "Special Flood Hazard Area"; and, 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.

The correct address is 3640 ALTADENA DRIVE, VESTAVIA HILLS, Alabama.

According to my survey this 8 day of July, 2009.

Gary R. Smith
 GARY R. SMITH
 PLS, Ala. Reg. #13199



ORDINANCE NUMBER 2754

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

WHEREAS, on the 8th day of January, 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:

1722 Vestaview Lane
Shades Mountain Baptist Church, 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, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 23rd day of April, 2018.

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 # 2754 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk





**1722 Vestaview Lane
Shades Mountain Baptist Church**

Annexation Committee Petition Review

Property: 1772 Vestaview Ln
Owners: ~~1772~~ Shades Mtn Church
Date: 10-12-17

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 231,800.. 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 12 Number in city 11
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 1772 Vestaview Lane

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

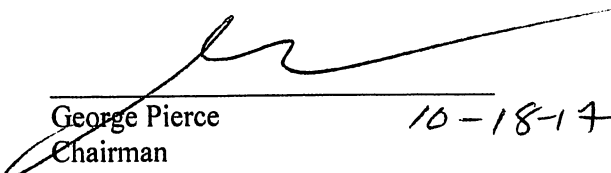
9. Property is free and clear of hazardous waste, debris and materials.
Yes No _____ Comment _____

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

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

House to be used as Shades Mountain Baptist Church parsonage. Tenant not determined

Other Comments: _____


George Pierce
Chairman

10-18-17

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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: 1722 Vestaview Lane

Engineering; Public Services

Date: 9/21 Initials: CB

Comments: 1722 Vestaview Lane -- no concerns noted; roadway is in generally good condition and is already on City's maintenance schedule.

Police Department:

Date: 9/26/17 Initials: CNN

Comments: N/A

Fire Department:

Date: 9/25/17 Initials: SD

Comments: N/A

Board of Education:

Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

PARCEL #: 29 00 25 2 009 033.000
OWNER: STEWART PAULA J B
ADDRESS: 430 PLANATION PL HELENA AL 35080
LOCATION: 1722 VESTAVIEW LN VESTAVIA HILLS AL 35216

[111-C0] Baths: 1.0 H/C Sqft: 1,598
 18-020.0 Bed Rooms: 3 Land Sch: L1
 Land: 148,500 Imp: 83,300 Total: 231,800
 Acres: 0.000 Sales Info: 03/01/2008
\$135,000

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 2	OVER 65 CODE:	LAND VALUE 10%	\$0
EXEMPT CODE:	DISABILITY CODE:	LAND VALUE 20%	\$148,530
MUN CODE: 01 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	BLDG 001 111	\$83,300
		<u>CLASS 3</u>	
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$231,800]:	\$231,830
FOREST ACRES: 0	TAX SALE:	Assesment Override:	
PREV YEAR VALUE: \$227,900.00	BOE VALUE: 0	MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$46,360	\$301.34	\$0	\$0.00	\$301.34
COUNTY	2	1	\$46,360	\$625.86	\$0	\$0.00	\$625.86
SCHOOL	2	1	\$46,360	\$380.15	\$0	\$0.00	\$380.15
DIST SCHOOL	2	1	\$46,360	\$0.00	\$0	\$0.00	\$0.00
CITY	2	1	\$46,360	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$46,360	\$236.44	\$0	\$0.00	\$236.44
SPC SCHOOL2	2	1	\$46,360	\$778.85	\$0	\$0.00	\$778.85

ASSD. VALUE: \$46,360.00

\$2,322.64

GRAND TOTAL: \$2,322.64

Payoff Quote

DEEDS

INSTRUMENT NUMBER

[2017055198](#)
[201416-11666](#)
[200409-2784](#)
[9808-4036](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
3/31/2017		2017		\$0.00
8/25/2014	10/25/2016	2016	ROBERT LOGAN	\$2,283.56
06/30/2004	10/30/2015	2015	ROBERT LOGAN KATHLEEN I HAMM	\$2,236.46
06/22/1998	4/27/2015	2014	ROBERT LOGAN	\$2,453.96
	1/11/2014	2013	EQUIVEST FINANCIAL, LLC	\$2,262.49
	1/7/2013	2012	EQUIVEST FINANCIAL LLC	\$2,262.49
	20111231	2011	***	\$2,251.46

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: July 20, 2017

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.

Contact: Denise Bruce
dbruce@shades.org
205-822-1670

EXHIBIT "A"

LOT: See legal description below

BLOCK: _____

SURVEY: _____

Instrument Number

RECORDED IN MAP BOOK 2017055198, PAGE _____ IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):


Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18, Range 3 West, more particularly described as follows:

Begin at the Southeast corner of said 1/4-1/4 section, thence West along the South line thereof a distance of 438.6 feet to the point of beginning of tract here described; said point being in the center of Rogers Road; thence continue West along South line 103.4 feet; thence to the right at an angle of 88° 53' 30" run North 179.57 feet; thence at an angle to the right of 90° 55' run East 103.39 feet; thence at an angle to the right of 89° 05' run South 179.92 feet to the point of beginning. Except right of way of Rogers Road over the South 15 feet of said property.

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

	Lot _____ Block _____ Survey _____
Tom Boston, Minister of Administration	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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


Signature of Certifier

Subscribed and sworn before me this the 20 day of July, 2017.


Notary Public

My commission expires



EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION
1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Shades Mountain Baptist Church

Address: 1722 Vestaview Lane

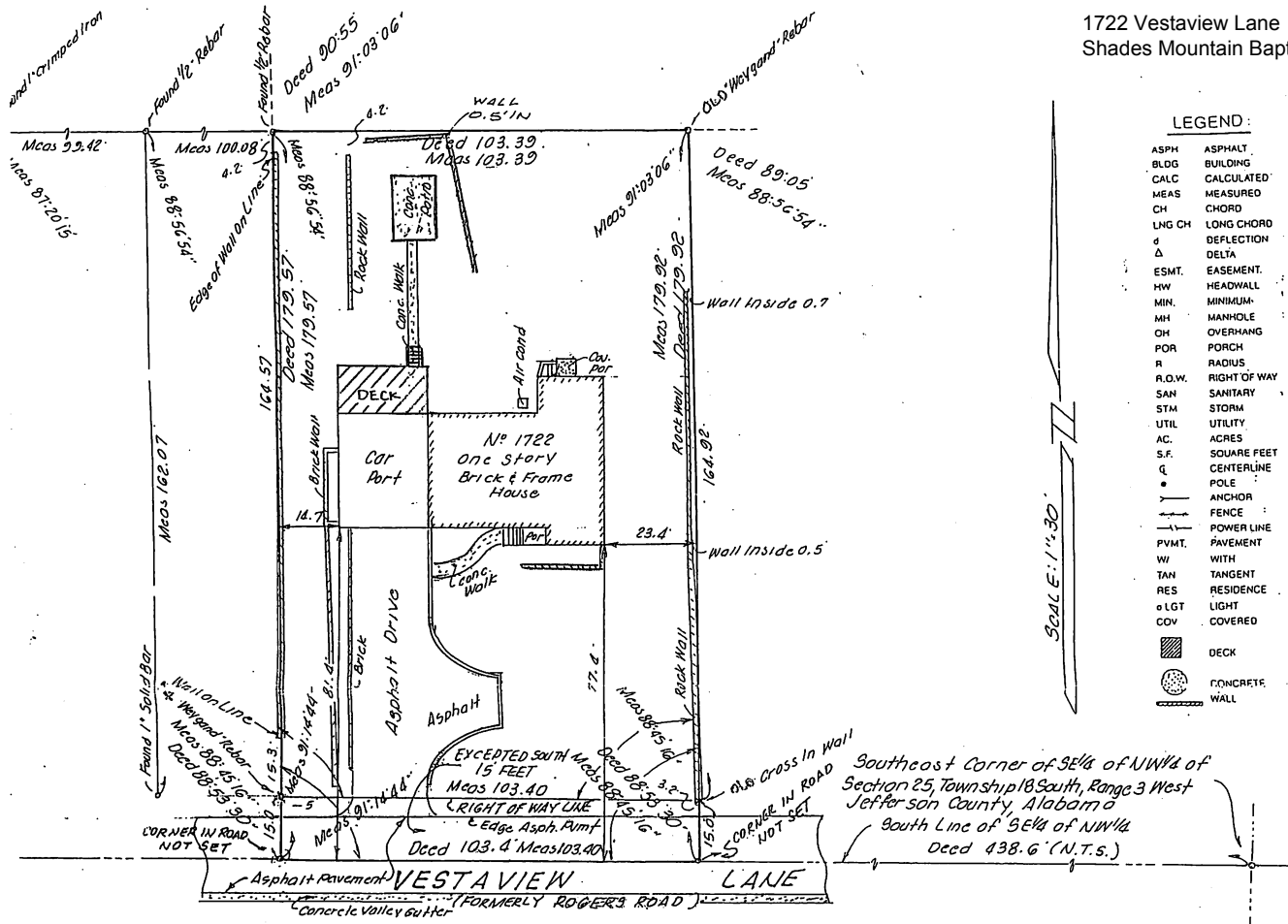
City: Vestavia Hills State: AL Zip: 35216

Information on Children: N/A

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

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

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

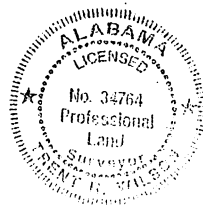


LEGEND:

- ASPH ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LONG CH LONG CHORD
- δ 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
- POLE
- ANCHOR
- FENCE
- POWER LINE
- PAVMT. PAVEMENT
- WITH
- TAN TANGENT
- RES RESIDENCE
- LGHT LIGHT
- COV COVERED
- DECK
- CONCRETE WALL

SCALE: 1"=30'

Southeast Corner of SE 1/4 of NW 1/4 of Section 25, Township 18 South, Range 3 West Jefferson County, Alabama
South Line of SE 1/4 of NW 1/4 Deed 438.6 (N.T.S.)



State of Alabama
Jefferson County)

"Closing Survey"

I, Trent R. Wilson, a registered Land Surveyor, certify that I have surveyed the land shown and described hereon; 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 premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown. 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.

Legal Description:

Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 3 West more particularly described as follows:

Begin at the Southeast corner of said quarter-quarter section; thence West along the South line thereof a distance of 438.6 feet to the point of beginning of tract here described, said point being in the center of Rogers Road; thence continue West along South line 103.4 feet; thence to the right at an angle of 88°53'-30" run North 179.57 feet; thence at an angle to the right of 90°55' run East 103.39 feet; thence at an angle to the right of 89°05', run South 179.92 feet to the point of beginning. Except right of way for Rogers Road over the South 15 feet of said property.

According to my survey of: March 28, 2017
Order No.: 51154
Purchaser: _____
Address: 1722 Vestaview Lane

Survey invalid if not sealed in red.

Trent R. Wilson
Trent R. Wilson Reg. L.S. #34764
Weygand Surveyors, Inc.
169 Oxmoor Road, PH: 942-0086
Homewood, AL 35209 © Copyright

ORDINANCE NUMBER 2755

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 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):

1722 Vestaview Lane
Shades Mountain Baptist Church, Owner(s)

More particularly described as follows:

Part of the SE ¼ of the NW ¼ of Section 25, Township 18, Range 3 West, more particularly described as follows: Begin at the SE corner of the 1/4-1/4 section, thence West along the South line thereof a distance of 438.6 feet to a point of beginning of tract here described; said point being in the center of Rogers Road; thence continue West along South line of 103.4 feet; thence to the right at an angle of 88 degrees 53'30" run North 179.57 feet; thence at an angle to the right of 90 degrees 55' run east 103.39 feet; thence at an angle to the right of 89 degrees 05' run South 179.92 feet to the point of beginning. Except right-of-way of Rogers Road over the South 15 feet of said property.

APPROVED and ADOPTED this the 23rd day of April, 2018.

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 # 2755 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



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

Date: **MARCH 8, 2018**

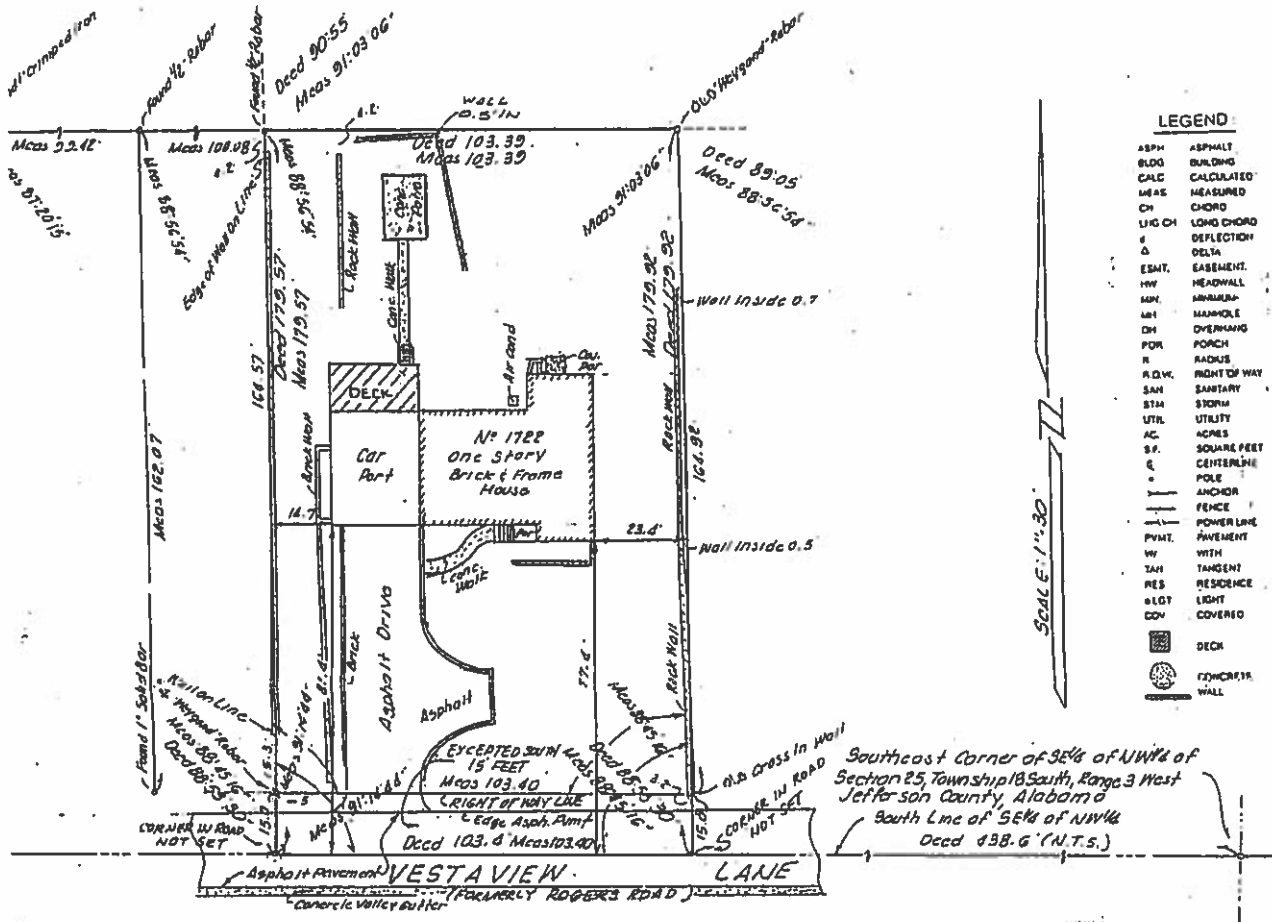
- **CASE:** P-0318-07
- **REQUESTED ACTION:** Rezoning Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 1722 Vestaview Ln.
- **APPLICANT/OWNER:** Shades Mountain Baptist Church
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 1/8/18 with the passage of Ordinance 2738. 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 Mrs. Barnes made a motion to recommend rezoning approval for 1722 Vestaview Ln. from Jefferson County R-1 to Vestavia Hills R-2. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.



LEGEND

- ASPH ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LHG CH LONG CHORD
- Δ DEFLECTION
- Δ DELTA
- ESMT. EASEMENT
- HW HEADWALL
- MN. MANHOLE
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.D.W. RIGHT OF WAY
- SAN SANITARY
- STN STORM
- UTL UTILITY
- HPS HOSES
- AC. SQUARE FEET
- C CENTERLINE
- P POLE
- A ANCHOR
- F FENCE
- PLW POWER LINE
- PVMT. PAVEMENT
- WY WITH
- TAN TANGENT
- RES RESIDENCE
- o LGT LIGHT
- COV COVERED
- DECK DECK
- CONCR. WALL CONCRETE WALL

SCALE: 1"=30'

Southeast Corner of SE 1/4 of NW 1/4 of Section 25, Township 18 South, Range 3 West Jefferson County, Alabama
 South Line of SE 1/4 of NW 1/4 Deed 438.6 (N.T.S.)



State of Alabama)
 Jefferson County)

"Closing Survey"

I, Trent R. Wilson, a registered Land Surveyor, certify that I have surveyed the land shown and described hereon; 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 premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown. 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.

Legal Description:

Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 3 West more particularly described as follows:

Begin at the Southeast corner of said quarter-quarter section; thence West along the South line thereof a distance of 438.6 feet to the point of beginning of tract here described, said point being in the center of Rogers Road; thence continue West along South line 103.4 feet; thence to the right at an angle of 88°53'30" run North 179.57 feet; thence at an angle to the right of 90°55' run East 103.39 feet; thence at an angle to the right of 89°05', run South 179.92 feet to the point of beginning. Except right of way for Rogers Road over the South 15 feet of said property.

According to my survey of: March 28, 2017
 Order No.: 51154
 Purchaser: _____
 Address: 1722 Vestaview Lane

Survey invalid if not sealed in red.

Trent R. Wilson
 Trent R. Wilson Reg. L.S. #34764
 Weygand Surveyors, Inc.
 169 Oxmoor Road, P.H. 942-0086
 Homewood, AL 35209 © Copyright

ORDINANCE NUMBER 2756

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

WHEREAS, on the 8th day of January, 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:

2672 Dolly Ridge Road
Binita and Niraj "Neil" Parekh, 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, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

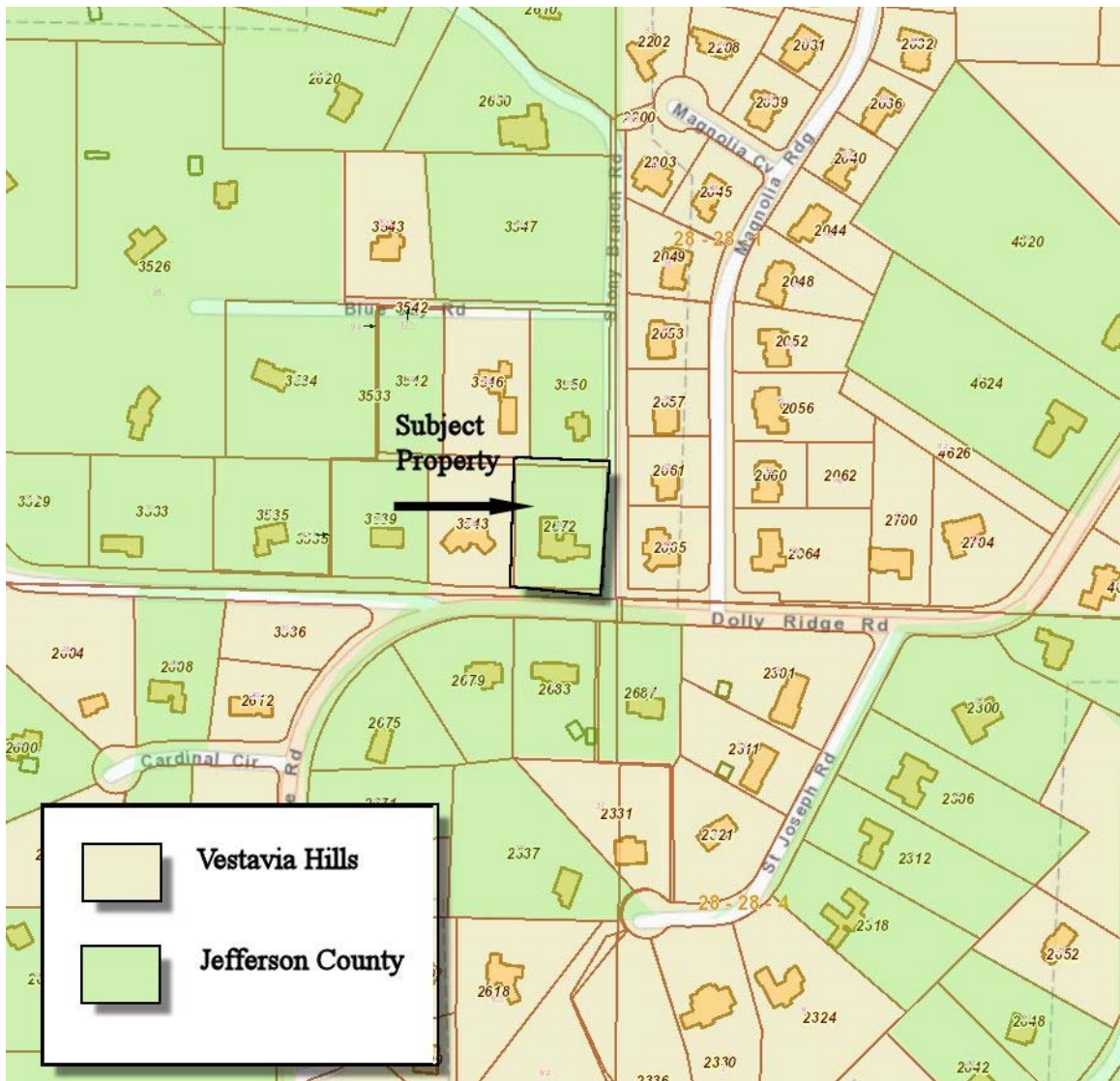
Rebecca Leavings
City Clerk

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 # 2756 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk





**2672 Dolly Ridge Road
Binita and Neil Parekh**

Annexation Committee Petition Review

Property: 2672 Dolly Ridge Rd

Owners: Binita + Neil Parekh

Date: 10-12-17

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 street is under county
through road & roomed for county maintenance
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 429,100.. 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 6 Number in city 4
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: 2672 Dolly Ridge Road


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: STREET will be maintained by JOFFERSON + MRA - Road speed limit.

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

Other Comments: _____


George Pierce
Chairman
10-18-17

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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: 2672 Dolly Ridge Rd

Engineering; Public Services

Date: 9/21 Initials: CB

2672 Dolly Ridge Road -- no significant concerns noted; Dolly Ridge Road is on proposed Jefferson County Through-Road agreement for County maintenance; **Stony Branch** Road is a narrow roadway with limited right-of-way width, is in poor condition, but is anticipated to continue to be on Jefferson County's roadway maintenance schedule.

Police Department:

Date: 9-25-17 Initials: CUN

Comments: N/A

Fire Department:

Date: 9/25/17 Initials: (SK)

Comments: N/A

Board of Education:

Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

PARCEL #: 28 00 28 2 001 034.000
OWNER: ROSENSTIEL DONALD G & NANCY A
ADDRESS: 2672 DOLLY RIDGE RD VESTAVIA AL 35243-2227
LOCATION: 2672 DOLLY RIDGE RD BHAM AL 35243

[111-B-] Baths: 5.5 H/C Sqft: 3,965
 18-012.0 Bed Rooms: 6 Land Sch: A114
 Land: 161,600 Imp: 267,500 Total: 429,100
 Acres: 0.000 Sales Info: 02/01/2008
\$410,000

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

Tax Year : 2017

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

SUMMARY

ASSESSMENT

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

VALUE

LAND VALUE 10% \$161,600
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 POOL GUNITE 50 29G0500 \$11,900
 BLDG 001 111 \$255,600
 TOTAL MARKET VALUE [APPR. VALUE: \$429,100]: \$429,100
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$42,920	\$278.98	\$4,000	\$26.00	\$252.98
COUNTY	3	1	\$42,920	\$579.42	\$2,000	\$27.00	\$552.42
SCHOOL	3	1	\$42,920	\$351.94	\$0	\$0.00	\$351.94
DIST SCHOOL	3	1	\$42,920	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$42,920	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$42,920	\$218.89	\$0	\$0.00	\$218.89
SPC SCHOOL2	3	1	\$42,920	\$721.06	\$0	\$0.00	\$721.06

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$42,920.00

\$2,150.29

GRAND TOTAL: \$2,102.29

Payoff Quote

DEEDS

INSTRUMENT NUMBER

[200803-17121](#)
[200508-6131](#)
[0-0](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
02/29/2008		2017		\$0.00
06/17/2005	11/21/2016	2016	CORELOGIC	\$2,102.29
05/13/2002	12/1/2015	2015	CORELOGIC INC	\$2,102.29
	12/2/2014	2014	CORELOGIC INC	\$2,076.24
	11/19/2013	2013	CORELOGIC INC	\$2,067.22
	12/20/2012	2012	WELLS FARGO	\$2,066.73

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Sept 1, 2017

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.

NIRAJ (Neil) Parekh

205-352-4248

SLPHEALTH@gmail.com

EXHIBIT "A"

LOT: 034.000

BLOCK: 1 (One)

SURVEY: _____

N/A (metes and bounds)

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

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

BEG NW INT STONY BRANCH RD & DOLLY RIDGE RD TH W ALONG DOLLY
RIDGE RD 185 FT S TH N 238.1 FT TH E ALONG RD 191 FT TH S ALG STONY
BRANCH RD 251 FT TO POB SECT 28 TWSP 18S RANGE 2W

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>B.K. Parekh</u>	Lot <u>34</u> Block <u>1</u> Survey <u>see metes and bounds</u>
<u>Dot Parekh</u>	Lot <u>34</u> Block <u>1</u> Survey <u>see metes and bounds</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson County COUNTY

NIRAS K. Parekh 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.

B.K. Parekh
Signature of Certifier

Subscribed and sworn before me this the 21st day of September, 2017.

Kristen Gulley
Notary Public

My commission expires: 04-27-2021

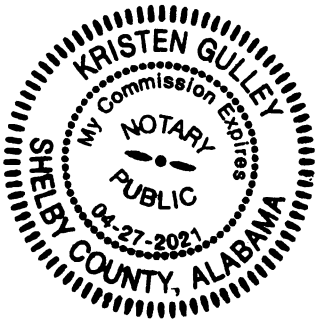


EXHIBIT "B"

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): NIRAS & Binita Parekh
 Address: 2672 Dollyridge Road
 City: Vestavia Hills State: AL Zip: _____

Information on Children:

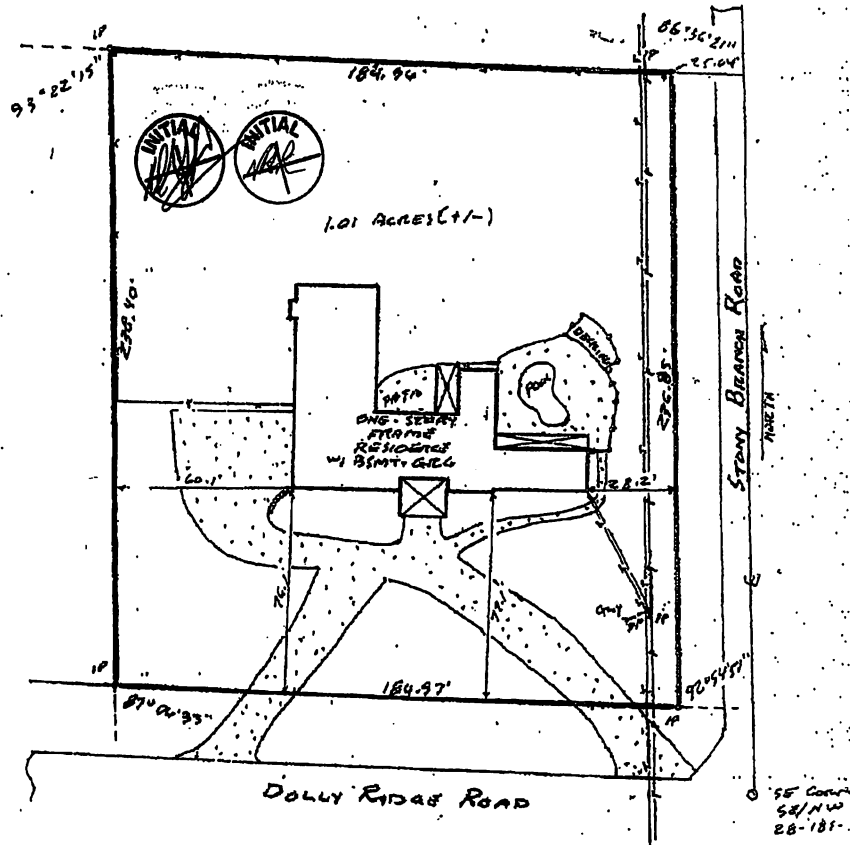
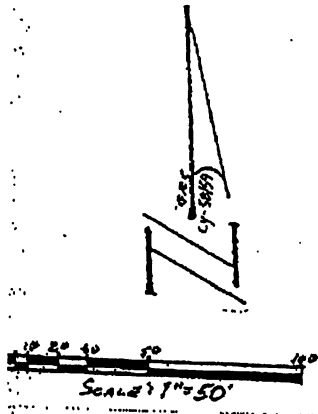
**Plan to Enroll In
 Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Monsi Parekh	11	6	✓	
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 12/1/18

LEGEND

- WIRE FENCE
- WOOD (PRIVACY) FENCE
- POLE POWER LINE
- TELEPHONE / CABLE LINE
- IRON PIN
- CONCRETE
- 1" = 100' P.I.



STATE OF ALABAMA:
BESSEMER COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

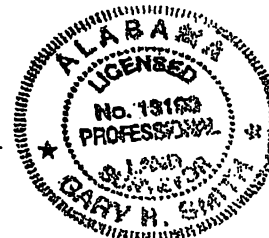
--SEE ATTACHED DESCRIPTION--

I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the call for bearing in the above-cited description; the property is NOT within a "Special Flood Hazard Area"; this survey meets precision standards for Suburban property; and, 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.

The correct address is 2672 Dolly Ridge Road, VOTAWA HILLS, Alabama.

According to my survey this 22 day of FEBRUARY, 2008.

Gary R. Smith
 GARY R. SMITH
 PLS, Ala. Reg. #13199
 GRS Surveying CA 772-S
 19800 Zanzibar Lane, Vance, Alabama 35490
 Mailing Address P. O. Box 608
 Bessemer, Alabama 35021
 (205) 960-2252



This survey prepared for Clearing/Load purposes only

Survey Order # 2008-0092

ORDINANCE NUMBER 2757

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 JEFFERSON COUNTY E-1 TO VESTAVIA HILLS E-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 E-1 (low-density residential district) to Vestavia Hills E-2 (low-density residential district):

2672 Dolly Ridge Road
Binita and Niraj Parekh, Owner(s)

More particularly described as follows:

Commence at the SE corner of the SE ¼ of the NW ¼ of Section 28, Township 18 South of the Huntsville Base Line, Range 2 West of the Huntsville Meridian; proceed North along the East line of said 1/4-1/4 Section (being the center line of Stony Branch Road) for a distance of 266.64 feet; turn an angle to the left of 86 degrees 36'21" and proceed for a distance of 25.04 feet to a point on the West right-of-way of Stony Branch Road, being the point of beginning; continue along said course for a distance of 184.96 feet; turn an angle to the left 93 degrees 22' 15" and proceed for a distance of 238.40 feet to the north right-of-way of Dolly Ridge Road; turn an angle to the left of 87 degrees 06'33" and proceed along said right-of-way for a distance of 184.97 feet to the West right-of-way of Stony Branch Road, turn an angle to the left of 92 degrees 54'51" and proceed along said right-of-way for a distance of 236.85 feet to the point of beginning.

APPROVED and ADOPTED this the 23rd day of April, 2018.

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 # 2757 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk

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

Date: **MARCH 8, 2018**

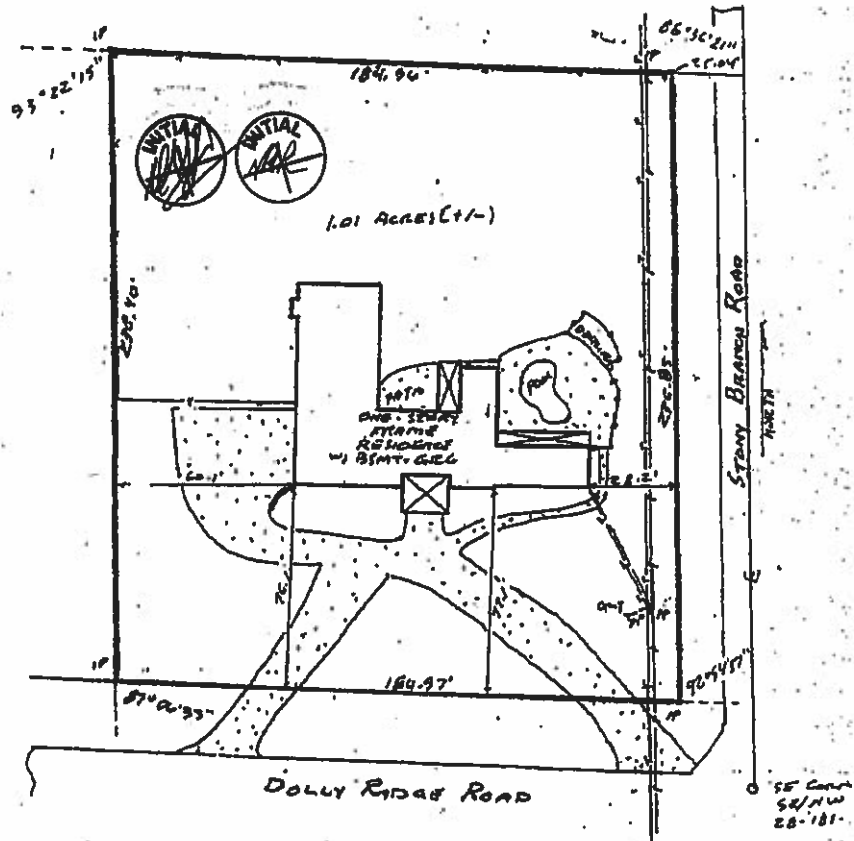
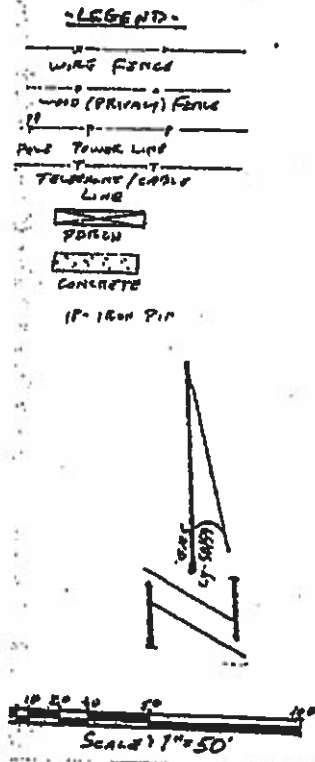
- **CASE: P-0318-08**
- **REQUESTED ACTION:** Rezoning Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2672 Dolly Ridge Rd.
- **APPLICANT/OWNER:** Niraj & Binta Parekh
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 1/8/18 with the passage of Ordinance 2737. 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 Mrs. Barnes made a motion to recommend rezoning approval for 2672 Dolly Ridge Rd. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.



STATE OF ALABAMA:
FREMONT COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

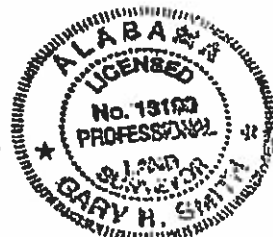
--SEE ATTACHED DESCRIPTION--

I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the call for bearing in the above-cited description; the property is NOT within a "Special Flood Hazard Area"; this survey meets precision standards for Suburban property; and, 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.

The correct address is 2672 Dolly Ridge Road, VOTAWA HILLS, Alabama.

According to my survey this 22 day of FEBRUARY, 2008.

Gary R. Smith
 GARY R. SMITH
 PLS, Ala. Reg. #13199
 GRS Surveying CA 772-5
 19800 Zanzibar Lane, Vance, Alabama 35490
 Mailing Address P. O. Box 608
 Bessemer, Alabama 35021
 (205) 960-2252



This survey prepared for Client/Loan purposes only

Survey Order # 2008-0097

RESOLUTION NO. 5036

**A RESOLUTION AUTHORIZING
A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND
BLACKWATER REAL ESTATE, LLC**

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

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

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

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

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

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$4,247,808 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

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

(f) (1) On April 13, 2018, the Municipality caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE OF PROPOSED ECONOMIC DEVELOPMENT ACTION
AND
RELATED PUBLIC EXPENDITURES BY THE CITY OF VESTAVIA HILLS,
ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 6:00 p.m. on April 23, 2018 at City Hall in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and Blackwater Real Estate, LLC, an Alabama limited liability company (the "Developer"), to be dated the date of delivery, pursuant to which City Agreement the City shall issue its Limited Obligation Economic Development Revenue Warrant in a maximum principal amount of \$4,247,808 (the "City Warrant") to the Developer, for purposes referenced in the City Agreement.

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

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

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

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

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

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

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

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2017 and on the basis of which taxes became due and payable on October 1, 2018) was not less than \$700,120,010.

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

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

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

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

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the President shall approve, which approval shall not extend or increase the obligations of the municipality thereunder and shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

Dated _____, 2018

by

CITY OF VESTAVIA HILLS, ALABAMA

and

BLACKWATER REAL ESTATE, LLC

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

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

_____, 2018

This Special Economic Development Agreement is made on the above date by:

Municipality: City of Vestavia Hills, Alabama

Owner: Blackwater Real Estate, LLC, its successors and assigns

Recitals

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

The Municipality has agreed to provide the Owner the within referenced Annual Economic Development Payments.

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

Agreement

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

ARTICLE 1

DEFINITIONS

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

Actual Cost Certificate shall have the meaning assigned in Article 5(2).

Actual Cost Reduction Amount shall mean the positive amount by which the Estimated Project Cost exceeds the actual aggregate costs of the Project as set forth in the Actual Cost Certificate. If the actual aggregate costs of the Project exceed the Estimated Project Cost, the Actual Cost Reduction Amount shall be zero (0).

Annual Economic Development Payment shall mean, for each Annual Payment Date, an amount equal to fifty percent (50%) of the Municipality Net Sales Tax Proceeds actually received by the Municipality from the Project during each Project Year for which such Annual Economic Development Payment is determined during the period beginning on the Date of Commencement and ending on the Date of Termination.

Annual Payment Date shall mean such date which is 45 days after receipt by the Municipality of the certificate therefor from the Owner pursuant to Section 4.02(1).

Commencement Requirements shall mean the requirements set forth in Section 2 of Article 5.

Date of Commencement shall mean the first day of the calendar month next succeeding the month in which the Commencement Requirements are satisfied.

Date of Delivery shall mean the date set forth on the first page hereof.

Date of Occupancy shall mean the date on which the Municipality shall have issued a certificate of occupancy for the approximately 50,000 square feet of the Project.

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

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

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

Estimated Project Cost shall mean \$16,152,808, which such amount is the total of all costs to develop and construct the Project, whether by Owner, tenants or occupants of the Project.

Municipality Net Sales Tax Proceeds for any year shall (a) mean and include all proceeds and receipts of the Municipality Sales Tax less and except proceeds of the Municipality Sales Tax dedicated for public school purposes and capital reserves, and (b) not include any proceeds or receipts received by the

Municipality (i) from the levy by the Municipality of privilege license or excise taxes not described in the definition of Municipality Sales Tax or (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the Municipality.

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

Owner shall mean Blackwater Real Estate, LLC, and the successors and assigns thereof.

Project Year shall mean the applicable period of twelve (12) successive months following the Date of Commencement (or anniversary thereof, as applicable) during the term of this Agreement.

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

Project shall mean and include those commercial and related facilities established by the Owner within the Municipality from which the Municipality receives Municipality Net Sales Tax Proceeds, as described on Exhibit C.

State shall mean the State of Alabama.

Total Municipality Commitment shall mean an amount equal to \$4,247,808 less the Actual Cost Reduction Amount.

Warrant shall have the meaning set forth in Section 4.03.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 The Municipality

The Municipality hereby represents as follows:

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

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

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

(4) The Municipality represents and certifies that the indebtedness of the Municipality incurred pursuant to the Enabling Law is less than 50 percent of the assessed value of the taxable property in the Municipality as determined for state taxation for the fiscal year ending September 30, 2017.

SECTION 2.02 The Owner

The Owner hereby represents and warrants as follows:

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

ARTICLE 3

DURATION OF AGREEMENT

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

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE MUNICIPALITY

SECTION 4.01 Nature, Amount and Duration of Obligation of Municipality

The Municipality and the Owner agree:

(1) Purpose. Pursuant to this Agreement, the Municipality has agreed to pay to the Owner of the Warrant in installments in arrears the Annual Economic Development Payments determined by the Municipality to be due and payable in accordance with the terms hereof.

(2) Limited Obligation. The obligation of the Municipality for the payment of the Warrant:

(a) is a limited obligation payable solely from the Annual Economic Development Payments;

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

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

(d) shall commence after the Date of Validation.

(3) Maximum Amount. The maximum amount the Municipality shall pay under this Agreement and the Warrant shall be limited to and shall not exceed the Total Municipality Commitment.

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

(a) prior to the Date of Validation; or

(b) after the first to occur of (i) the expiration of ten (10) Annual Payment Dates or (ii) that date on which the Municipality shall have paid as Annual Economic Development Payments an aggregate amount not less than the Total Municipality Commitment or (iii) termination of this Agreement by the Municipality under Section 6.02(2).

SECTION 4.02 Determination and Payment of Annual Economic Development Payments.

(1) In order to receive an Annual Economic Development Payment during the period prior to the Date of Termination, the Owner shall execute and deliver to the Municipality, a certificate in form and

of content as attached as Exhibit B hereto. Owner shall provide such certificate no later than 45 days but in no event later than 6 months after the expiration of each Project Year during the term of this Agreement.

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

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

SECTION 4.03 The Warrant

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

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

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

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

SECTION 4.04 Agreements of the Municipality

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

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

ARTICLE 5

OBLIGATIONS OF THE OWNER

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

(2) Within one year after the Date of Occupancy, the Owner shall deliver to the Municipality the following Commencement Requirements:

(a) A certificate setting forth the actual aggregate costs of the Project (the "Actual Cost Certificate"); and

(b) Such information with respect to the verification of the actual aggregate costs of the Project as the Municipality shall request.

Notwithstanding the foregoing, if Owner has not yet spent the entire amount of the Estimated Project Cost on the date Owner delivers the Commencement Requirements to the City and such shortfall is attributable to interior improvements in the retail spaces only, the City and Owner shall agree upon an appropriate cost amount to complete such interior spaces upon Owner securing tenants or users for such spaces and such amount shall be added to the Estimated Project Costs prior to calculating any Actual Cost Reduction Amount, if any.

(3) The City has agreed to provide the Annual Economic Development Payments to assist with the costs of development of the Project in order to incentivize Developer to develop and construct the Project in the Municipality.

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

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

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default

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

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

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

SECTION 6.02 Remedies

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

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

SECTION 6.03 Remedies Subject to Applicable Law

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

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

- (a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) **Binding Effect:** This Agreement shall be enforceable by and binding upon the respective successors and assigns of the undersigned.
- (c) **Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (d) **Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (e) **Assignment:** This Agreement may be transferred by the Owner, as provided hereinafter, without consent of the Municipality, to a transferee of the Warrant simultaneously with the endorsement by the Municipality of transfer of the Warrant to such transferee as provided in the Warrant therefor. Owner's rights under this Agreement may be assigned without the City's consent to any lender providing financing for the Project (a "Project Lender"). In the event of any such collateral assignment, and reasonable notice thereof to the City, a copy of any and all notices thereafter given to Owner under this Agreement will be simultaneously provided to the Project Lender at the address provided in such notice to the City. Furthermore, Owner may assign or transfer its interest in this Agreement, without the written consent of the City, but with written notice of such assignment or transfer to the City, to either (1) an affiliated entity of Owner or an entity owned, managed or controlled by Owner or the owners of Owner, or (2) a third-party purchaser of the Project from Owner. No such assignment or transfer shall be valid or binding on City unless the person or entity to whom such assignment or transfer is made agrees in writing to assume any and all obligations of Owner and to be bound fully by this Agreement as Owner was prior to such assignment. Furthermore, Owner may sell the Project to a third party at any time during the term of this Agreement, and no such sale shall relieve the City of its obligations to make the payments required hereunder to Owner or its assigns, regardless of the fact that the Project may be owned by another entity, unless Owner, at its sole option, assigns its rights under this Agreement to such third party purchaser and advises the City of such assignment as set forth in the preceding sentence.

- (f) **Enforceability:** If any provision herein shall be unenforceable, the parties agree the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (g) **Notices:** Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (h) **No Jury Trial:** Each party hereto hereby (1) waives, to the extent permitted by law, any right to trial by jury in any action or proceeding under, or related to, this Agreement and (2) agrees that no person has represented (by expression or implication) that a party hereto would not seek to enforce such waiver in the event of litigation.
- (i) **No Joint Venture:** This Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto.
- (j) **No Other Beneficiaries:** This Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.
- (k) **Final and Full Contract:** This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to the subject matter hereof.

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

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

By _____
City Manager

SEAL

ATTEST: _____
City Clerk

Address of Municipality:

City Hall
513 Montgomery Highway
Vestavia Hills, Alabama 35216

BLACKWATER REAL ESTATE, LLC

By: _____

Its: _____

Address of Owner:

700 Montgomery Highway, Suite 186
Birmingham, Alabama 35216

EXHIBIT A
Form of Warrant

This Warrant has not been registered (i) under the Securities Act of 1933, as amended, in reliance upon the exemption provided by Section 4(2) of said act, or (ii) under any state securities law, in reliance upon applicable exemptions, and may not be transferred without registration except pursuant to an exemption therefrom.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS
LIMITED OBLIGATION ECONOMIC DEVELOPMENT REVENUE WARRANT
(BLACKWATER REAL ESTATE, LLC)**

No. R-1

DATED DATE:

_____, 20__

MATURITY DATE:

Date of Termination

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

BLACKWATER REAL ESTATE, LLC

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

**FOUR MILLION, TWO HUNDRED FORTY-SEVEN THOUSAND
EIGHT HUNDRED EIGHT DOLLARS
(\$4,247,808)**

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

Authority for Issuance

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

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

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

Payment

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

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

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

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

Security

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

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

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

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

Prepayment and Redemption

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

Registration and Transfer

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

This Warrant may be transferred only upon written direction of the registered owner or its legal representative, addressed to the Municipality, presentation of this Warrant to the Municipality accompanied by a written instrument of transfer, satisfactory to the Municipality, duly executed by the registered owner or its attorney duly authorized in writing, and compliance with Article 7(e) of the Agreement. Upon presentation of this Warrant to the Municipality for transfer, the Municipality shall record such transfer on said book of registration and shall endorse on the Registration of Ownership hereon the name of the transferee and the principal amount of this Warrant then outstanding. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

General

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

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

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

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

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

Finance Director of the City of Vestavia Hills,
Alabama

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Jefferson County, State of Alabama entered on the _____ day of _____, 2018.

Clerk of Circuit Court of Jefferson County, Alabama

REGISTRATION OF OWNERSHIP

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

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Principal Amount Outstanding</u>	<u>Signature of Authorized Officer of Municipality</u>
Dated Date	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Assignment

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

Dated: _____

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

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

EXHIBIT B

Request for Payment of Annual Economic Development Payments

Request for Payment of Annual Economic Development Payments

From: Blackwater Real Estate, LLC

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Special Economic Development Agreement dated _____, 2018 by City of Vestavia Hills, Alabama (the "Municipality") and Blackwater Real Estate, LLC (the "Owner").**

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

_____ 1, 20__ to _____ 1, 20__

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

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

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

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

Blackwater Real Estate, LLC
as Owner

By _____

Its _____

EXHIBIT C

The Project

The Project consists of approximately 10 acres of land shown on the attached diagram and capital improvements thereon as follows:

- (a) Approximately 48,300 square foot grocery store;
- (b) Approximately 14,400 square feet of retail space;
- (c) Two out parcels for an approximately 4,000 square foot building on each parcel.

The foregoing square footage amounts are approximate numbers and may be adjusted to suit specific tenants or occupants that may locate within the Project from time to time.

Section 3.

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

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

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

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

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

Section 7. This resolution shall take effect immediately.

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

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

Nays: None

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

* * *

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

Approval of Minutes:

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the City Council of Vestavia Hills recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.

Mayor

Member of Council

Member of Council

Member of Council

Member of Council

SEAL
Attest: _____
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a special meeting of the City Council of the Municipality duly held on April 23, 2018, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such Resolution as introduced and adopted by the City Council on such date; (5) said Resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this _____ day of _____, 2018.

Clerk of the City of Vestavia Hills, Alabama

S E A L

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

**Adoption of Resolution for
Special Economic Development Agreement
(Blackwater Real Estate, LLC)**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on April 23, 2018. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

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

* * *

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

Grocer Anchored Commercial Development- Liberty Park

Summary of Terms Applicable to Incentive Agreement for Grocer Anchored Retail Development within the Liberty Park PUD

As of February 21, 2018

Narrative: Blackwater Real Estate, LLC intends to purchase approximately 10.22 acres of property from the Liberty Park Joint Venture and construct the following components of a retail development:

- 48,300 sq ft grocery store
- 14,400 sq ft of retail space for unknown tenants
- Develop two outparcels for unknown use anticipated to support 4,000 sq ft buildings on each site

Site Plan:



Basic Terms of Incentive Agreement:

- (1) Incentive Recipient – Blackwater Real Estate, LLC and successors
 - a. A ten year incentive agreement subject to the following terms
 - i. At the end of operational year one through year ten- Rebate of 50% of Actual Sales Tax Receipts (less 1/12 of those receipts allocated to VH City Schools and Capital Reserve) from the retail operations commencing with the issuance of a certificate of occupancy for the grocery building.
 - ii. Sales Tax Rebates for years one through ten are subject to a maximum cumulative payout of \$4,247,808 (referred to as “feasibility gap amount”)
 - iii. If said incentive rebates cumulatively total this feasibility gap amount prior to the conclusion of ten years, the City’s obligation shall terminate upon remittance of the cumulative total maximum obligation. (Alternatively, regardless of the rebate remittance total, the City’s obligation shall not exceed ten years)
 - iv. Within 90 days following the issuance of a certificate of occupancy for both the grocery and companion retail strip center, the developer shall submit to the City an accounting of actual total project costs inclusive of anticipated ten year carried interest costs for the feasibility gap amount. The projected total costs are \$16,152,808. The amount determined to be “allocable” without requirement of an incentive is \$ 11,905,000. Therefore, the maximum incentive payable of \$4,247,808 will be reduced for the amount of actual development cost less the projected total costs of \$16,152,808. See calculation of feasibility gap below.

Feasibility Gap

Calculation of Grocery Development Feasibility Gap - Liberty Park

Benefit Calculation				
Project Description	Percentage of Sales Tax Generation	Projected Sales per Square Feet	Projected Annual Sales	Projected Annual Vestavia Hills Sales Tax (3%) (11/12)
48,300 sq ft grocery	100%	\$ 450.00	\$ 21,735,000.00	\$ 597,712.50
14,400 sq ft of companion retail space	50%	\$ 200.00	\$ 1,440,000.00	\$ 39,600.00
2 outparcels (4,000 sf each)	50%	\$ 300.00	\$ 1,200,000.00	\$ 33,000.00
Total Annual Sales Tax			\$ 24,375,000.00	\$ 670,312.50

Year 1 Stabilized Sales & Sales Tax.

Expense Calculation			
Project Expense Category	Projected Amount	Allocable Amount	Premium Amount
Land Purchase, Grading	\$ 3,909,260	\$ 2,470,000	\$ 1,439,260
Sitework	\$ 3,235,000	\$ 2,200,000	\$ 1,035,000
Building Construction	\$ 6,506,515	\$ 5,220,000	\$ 1,286,515
Design Costs	\$ 605,000	\$ 540,000	\$ 65,000
Other Soft Costs	\$ 1,897,033	\$ 1,475,000	\$ 422,033
Project Cost	\$ 16,152,808	\$ 11,905,000	\$ 4,247,808
Less: Economic Basis	\$ 11,905,000		
Feasibility Gap	\$ 4,247,808		

Economic Value to the City of Vestavia Hills (10 Year Analysis):

- One time new revenue to the City of Vestavia Hills (Permit and Construction Sales Tax)=
\$ 126,000
- Ten Year Cumulative **Net** New Revenues projected to the City of Vestavia Hills \$ 4,621,350
- Recurring Annual **Net** New Revenue during incentive period = \$449,535*
- Recurring Annual **Gross** New Revenue at completion of incentive period = \$ 1,242,912

*This amount is anticipated to escalate with growth in sales and stabilization of retail development

RESOLUTION NUMBER 5037

**A RESOLUTION APPOINTING A MEMBER OF THE
VESTAVIA HILLS BOARD OF EDUCATION FOR A
TERM OF FIVE YEARS**

WITNESSETH THESE RECITALS:

WHEREAS, Section 11-16-3, Code of Alabama, 1975, provides that the City Council shall appoint members of the City Board of Education to serve for a term of five (5) years; and

WHEREAS, the five-year term of Nancy Corona as a member of the Vestavia Hills Board of Education expires at 6:00 PM on June 20, 2018 and

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

1. The City Council does hereby elect and appoint _____ as a member of the Vestavia Hills Board of Education for a term of five (5) years, beginning with the first regularly scheduled meeting of the Vestavia Hills Board of Education in June at 6:00 p.m. and ending at 6:00 p.m. on the date of the first regularly scheduled meeting of the Board in June of the year 2023; and

2. This Resolution shall become effective upon the approval and adoption by the City Council of the City of Vestavia Hills, Alabama.

RESOLVED, DONE, ORDERED, APPROVED and ADOPTED, on this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5038

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR JACQUELINS INC. D/B/A 4TH ANNUAL
CRAWFISH BOIL EVENT; MARIA ESPERANZA
ADAN, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Jacquelines Inc. d/b/a 4th Annual Crawfish Boil By Cajun Seafood House, located at 2531 Rocky Ridge Road, Suite 107, Vestavia Hills, Alabama, for the sale of 140 - Special Events Retail; Maria Esperanza Adan, executives.

APPROVED and ADOPTED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: April 17, 2018

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk


RE: Alcohol License Request – 140 - Special Events Retail

Please find attached information submitted by Maria Esperanza Adan who request an alcohol license to sell 140 - Special Events Retail at the 4th Annual Crawfish Boil by Jacquelines, Inc., Parking Lot of 2531 Rocky Ridge Road, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 23rd day of April at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed: 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180405105649476



Type License: 140 - SPECIAL EVENTS RETAIL **State:** \$150.00 **County:** \$150.00
Type License: **State:** **County:**
Trade Name: 4TH ANNUAL CRAWFISH BOIL BY CAJUN SEAFOOD HOUSE **Filing Fee:** \$50.00
Applicant: JACQUELINS INC **Transfer Fee:**
Location Address: PARKING LOT OF 2531 ROCKY RIDGE RD STE 107 VESTAVIA HILLS, AL 35243
Mailing Address: 2531 ROCKY RIDGE RD VESTAVIA HILLS, AL 35243
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Type Ownership: CORPORATION
Book, Page, or Document info: 20140611000522130
Date Incorporated: 06/11/2014 **State incorporated:** AL **County Incorporated:** JEFFERSON
Date of Authority: 06/11/2014 **Alabama State Sales Tax ID:** R008979632
Federal Tax ID: 471075305

Name:	Title:	Date and Place of Birth:	Residence Address:
MARIA ESPERANZA ADAN 6703297 - AL	OWNER	08/01/1963 MEXICO	1784 INDIAN HILLS RD PELHAM, AL 35124

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: MARIA ADAN **Home Phone:** 205-900-8213
Business Phone: 205-823-7395 **Cell Phone:** 205-573-7184
Fax: **E-mail:** MJGADAN@YAHOO.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180405105649476

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **OAK PARK PROPERTIES 205-243-5911**
 What is lessors primary business? **REALESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **1000** Display Square Footage:
 Building seating capacity: **80** Does Licensed premises include a patio area? **NO**
 License Structure: **ONE STORY** 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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
MARIA ESPERANZA ADAN	PUBLIC ORDER CRIME - OPEN HOUSE PARTY 04/07/2017	PELHAM POLICE DEPARTMENT	DISMISSED



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180405105649476

Initial each

Signature page

MA
MA

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

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

MA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

MA

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

X

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

X

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

MA

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

MA

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

MA

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Marla E Adan*

Signature of Applicant: *Marla E Adan*

Notary Name (print): *Wendy Abbott*

Notary Signature: *Wendy Abbott*

Commission expires: *10-21-18*

Application Taken: *4/5/18* App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office: Reviewed by Supervisor:

Forwarded to Central Office:

RESOLUTION NUMBER 5039

**A RESOLUTION INITIATING THE REZONING OF A PORTION
OF 1280 MONTGOMERY HIGHWAY FROM UNZONED TO
VESTAVIA HILLS B-2 (BUSINESS DISTRICT)**

WHEREAS, on July 25, 2016, the Mayor and City Council approved and adopted Ordinance Number 2674 to rezone a portion of 1280 Montgomery Highway from Unzoned to Vestavia Hills B-2 (business district) for sale as surplus property; and

WHEREAS, a development request has come forward which requires a larger property and has requested that the City file a petition requesting the rezoning of said additional property from its current unknown zoning classification to VH B-2 for construction of a small business district; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to initiate the request to rezone a portion of property located at 1280 Montgomery Highway from the current unknown zoning classification to Vestavia Hills B-2 (business district) substantially as depicted in the site drawing marked as “Exhibit A” attached to and incorporated into this Resolution Number 5039; and

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

1. The City Clerk is hereby authorized to file this Resolution Number 5039 to rezone the Property from Unknown to Vestavia Hills B-2 (business district) with restrictions; and
2. This Resolution Number 5039 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

DESCRIPTION OF A TRACT OF LAND TO BE RE-ZONED:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE RUN SOUTH 87 DEGREES 23 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER- QUARTER SECTION FOR A DISTANCE OF 16.20 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD MONTGOMERY HIGHWAY; THENCE RUN ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES; SOUTH 37 DEGREES 29 MINUTES 43 SECONDS WEST FOR 552.47 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 137.70 FEET, A CHORD BEARING OF SOUTH 09 DEGREES 49 MINUTES 53 SECONDS WEST, AND A CHORD LENGTH OF 127.86 FEET; THENCE ALONG SAID ARC FOR 132.97 FEET; TO A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 1254.43 FEET, A CHORD BEARING OF SOUTH 24 DEGREES 03 MINUTES 41 SECONDS EAST, AND A CHORD LENGTH OF 272.22 FEET; THENCE RUN ALONG SAID ARC FOR 272.76 FEET; THENCE RUN SOUTH 30 DEGREES 17 MINUTES 26 SECONDS EAST FOR 22.18 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING OF SOUTH 46 DEGREES 21 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 207.52 FEET; THENCE RUN ALONG SAID ARC FOR 210.26 FEET; THENCE RUN SOUTH 62 DEGREES 24 MINUTES 57 SECONDS EAST FOR 23.13 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 1482.65 FEET, A CHORD BEARING OF SOUTH 65 DEGREES 04 MINUTES 27 SECONDS EAST, AND A CHORD LENGTH OF 137.53 FEET; THENCE RUN ALONG SAID ARC FOR 137.58 FEET; THENCE RUN SOUTH 67 DEGREES 43 MINUTES 57 SECONDS EAST FOR 130.88 ;THENCE RUN NORTH 22 DEGREES 16 MINUTES 03 SECONDS EAST FOR 40.74 FEET; THENCE RUN NORTH 37 DEGREES 28 MINUTES 32 SECONDS EAST FOR 126.49 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED THENCE CONTINUE NORTH 37 DEGREES 28 MINUTES 32 SECONDS EAST FOR 255.01 FEET;THENCE RUN NORTH 82 DEGREES 28 MINUTES 32 SECONDS EAST FOR 72.83 FEET;THENCE RUN SOUTH 52 DEGREES 31 MINUTES 28 SECONDS EAST FOR 167.23 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HIGHWAY 31, AND THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3154.18 FEET, A CHORD BEARING OF SOUTH 24 DEGREES 35 MINUTES 50 SECONDS WEST, AND A CHORD LENGTH OF 77.68 FEET; THENCE RUN ALONG SAID ARC AND RIGHT OF WAY LINE FOR 77.68 FEET THENCE RUN NORTH 52 DEGREES 38 MINUTES 19 SECONDS WEST FOR 183.23 FEET;THENCE RUN SOUTH 50 DEGREES 23 MINUTES 11 SECONDS WEST FOR 236.40 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 22,042.85 SQUARE FEET OR 0.51 ACRES.



CURRENT REZONING REQUEST

PREVIOUSLY REZONED LIMITS

Waldridge Rd

Montgomery Hwy S

3



WALMART NEIGHBORHOOD MARKET

WALD PARK

VESTAVIA HILLS

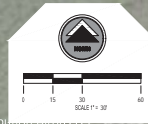
U.S. HIGHWAY 31
(MONTGOMERY HIGHWAY)

WALDRIDGE RD

HOOVER

RESURVEY OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16
WALDRIDGE TERRACE A
LOTS 6, 7, 8, & 10 FIRST
ADDITION TO SHADERS PARK
MB: 221; PG: 48

TOTAL AREA: ± 2.6 ACRES
ROW AREA: ± 0.15 ACRES



LBVD, Inc.
716 South 30th Street
Birmingham, AL 35233
Phone (205) 251-4500
Structural Fax (205) 344-4181
Civil Fax (205) 488-0228
www.lbvd.com

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LBVD Project Number
102-17-013

Drawn	
Checked	
Scale	

Date	
Drawn	
Checked	

Project Name
VESTAVIA WILD PARK DEV.
SOLUTIONS CAPITAL INVESTMENTS, INC.
VESTAVIA HILLS, AL

Sheet Title
CONCEPTUAL LAYOUT

Date
4/17/2018

Checked By DAD	Drawn By LWB
--------------------------	------------------------

Sheet Number 1.0	Drawings Total 1
----------------------------	-------------------------------

RESOLUTION NUMBER 5040

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT FOR LEGAL SERVICES TO PURSUE DAMAGES INCURRED AS A RESULT OF THE ILLEGAL SALE AND DISTRIBUTION AND MARKETING OF OPIOIDS AND OPIOID DERIVATIVE DRUGS IN THE CITY

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

1. The City Manager is hereby authorized to execute and deliver a legal services agreement with the firms of Friedman, Dazzio, Zulanis & Bowling, P.C. and Goldasich & Associates, LLC, to represent the City to pursue damages incurred as a result of the illegal sale, distribution and marketing of opioids and opioid derivative drugs in the City; and
2. A copy of said agreement is marked as "Exhibit A" and is attached to and incorporated into this Resolution Number 5040 as though written fully therein; and
3. Any and all proceeds or settlements derived from said litigation shall be used for public safety purposes for opioid related expenses; and
4. This Resolution Number 5040 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

STATE OF ALABAMA

COUNTY OF JEFFERSON

LEGAL SERVICES AGREEMENT

The undersigned, on behalf of the City of Vestavia Hills, Alabama (referred hereinafter as “City” or “Client”) does hereby retain the firms of Friedman Dazzio Zulanas & Bowling P.C. and Goldsich & Associates, LLC (the “Attorneys”), and such other firms hires by attorneys, as may be necessary, to represent the City to pursue damages incurred as a result of the illegal sale distribution and marketing of opioids and opioid derivative drugs in the City or such sale distribution and marketing in violation of applicable federal, state or local laws, ordinances and regulations (the “Subject Litigation”).

The City of Vestavia Hills agrees to employ the Attorneys pursuant to Alabama Code § 11-40-1, which provides that a municipal corporation organized under the laws of the State of Alabama is authorized to bring causes of action such as the claims contemplated in the Subject Litigation. The City is invested with the powers afforded to municipal organizations under Alabama to “sue and be sued” and is responsible for the public health, safety and welfare of its citizens. The City will not be obligated to pay for any costs or expenses of the Subject Litigation if there is no recovery. The City will have no obligation pay any attorney’s fees unless there is a paid judgment or settlement of the Subject Litigation.

In consideration of the parties’ mutual covenants hereunder, the City and the Attorneys expressly agree and acknowledge as follows:

The City Agrees:

To authorize the Attorneys to file a lawsuit in the name of the City, which may be joined with other Alabama Cities represented by Attorneys;

To pay Attorneys for such services in said lawsuit a sum equal to 1/3 of the total amount recovered for disbursements due at the time of judgment or settlement of the lawsuit;

The City understands that the Subject Litigation may not be settled prior to a trial, and that there is no guarantee that this case will settle;

The City agrees to be available for consultation, investigation, deposition, trial preparation, and to perform necessary work as the Attorneys direct, and do nothing to impair the value of the case.

The Attorneys agree:

To use their best effort and skill in pursuing this case but do not guarantee a specific result;

If nothing is recovered, Client will not owe any legal fee or expenses to Attorneys.

Case costs and expenses will be advanced by the Attorneys. Examples of typical expenses include court filing fees, investigation fees, auto mileage, photocopies, court reporters, medical records, interest on any money Attorneys may borrow for expenses, expert witness fees, airfare, travel expenses, etc. If a recovery is obtained, Client will reimburse Attorneys for these expenses from Client's share of the total recovery.

The City is aware of and is in agreement that the Attorneys' fees may be shared among other attorneys associated to work on this matter, but this will not increase the amount of the Attorneys' share of the fees.

This written agreement comprises the whole of the agreement between the parties and no other agreement is pending unless in writing, signed by the parties and appended hereto.

Dated this the ___ day of _____, 2018.

READ CAREFULLY BEFORE SIGNING

Print Name: _____
Title: _____

The above employment is hereby accepted on the terms stated, and the Attorneys agree to make no charge for professional services unless recovery is had in this matter. The Attorneys shall not consent to any settlement without the prior consent of the City.

Friedman Dazzio Zulanas & Bowling

Goldasich & Associates

RESOLUTION NUMBER 5041

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO REINVEST EMERGENCY RESERVE FUNDS IN ORDER TO OBTAIN A BETTER INTEREST RATE

WHEREAS, the City of Vestavia Hills maintains an Emergency Reserve Fund for emergency expenditures of the City; and

WHEREAS, the Finance Director has obtained quotes for interest rates for reinvestment of said funds from various area banks; and

WHEREAS, a copy of said quotes is marked as “Exhibit A” and is attached to and incorporated into this Resolution Number 5041 as though written fully therein; and

WHEREAS, following review of said quotes, the Finance Director and City Manager have recommended the investment of the Emergency Reserve Funds with Morgan Stanley; and

WHEREAS, the Mayor and Council find it is in the best interest of the public to accept the recommendation of the Finance Director and City Manager.

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

1. The City Manager is hereby authorized to reinvest the Emergency Reserve Fund with Morgan Stanley pursuant to the interest rate as quoted in Exhibit A; and
2. This Resolution Number 5041 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS										
INVESTMENT PROPOSALS										
FISCAL YEAR 2017-2018										
<u>"Emergency Reserve Fund"</u>										
Reinvesting Amount		\$10,445,927								
	1	2	3	4	5	6				
	<u>BBVA/Compass Bank</u>	<u>Cadence Bank</u>	<u>IBERIA Bank</u>	<u>Morgan Stanley</u>	<u>Regions Bank</u>	<u>SouthPoint Bank</u>				
Money Market	1.50%	1.40%	1.50%	1.42%	1.30%	1.50%				
12 month CD	2.20%	2.13%	1.80%	2.01%	0.05%	2.05%				
24 month CD	-	2.29%	2.05%	2.51%	0.05%	2.30%				
36 month CD	-	2.37%	2.25%	2.66%	0.05%	2.55%				
Security	fully secured	fully secured	fully secured	fully secured	fully secured	fully secured				
Contacts	Andrew Curtis 297-1552	Andrew Smith 327-3462	Donnie Dobbins 803-5861	David Searcy 969-7075	David Germany 264-4093	Jim Cearlock 503-5001				
Financial Institutions and Banks					Note: the actual rate was secured at 2.40% with an average annual yield of 2.49%					
Who Didn't Submit Proposals:										
7	First Partners Bank									
8	National Bank of Commerce									
9	Renasant Bank									

RESOLUTION NUMBER 5043

A RESOLUTION EXPRESSING AN INTENT TO SUPPORT THE ANNEXATION OF GRESHAM SCHOOL SHOULD THE VESTAVIA HILLS BOARD OF EDUCATION PURCHASE THE PROPERTY

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

1. The City Council expresses support for the intention to annex the Gresham School in the event that the Vestavia Hills Board of Education closes on the property; and
2. This Resolution Number 5043 is effective immediately upon approval and adoption.

ADOPTED and APPROVED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2749

AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL TO ALLOW OPERATION OF A DOG AND CAT TRAINING, BOARDING AND DAYCARE FACILITY

WHEREAS, on December 13, 2010 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 2331 entitled the Vestavia Hills Zoning Code and establishing a conditional use approval for certain uses not permissible by right in zoning classifications; and

WHEREAS, on January 22, 2018, Creative Dog Training, Inc., on behalf of owner, McCorquodale Properties, LLC submitted an application for conditional use approval to allow a dog and cat training, boarding and daycare facility on the property located at 381 Summit Blvd. and 3191 Cahaba Heights Road, Vestavia Hills, Alabama; and

WHEREAS, the property located at 381 Summit Blvd. and 3191 Cahaba Heights Road, are presently zoned Vestavia Hills B-3 (business district); and

WHEREAS, Table 6 of the Vestavia Hills Zoning Code sets forth the permissible uses within a B-3 classification; and

WHEREAS, a copy of said application dated January 22, 2018 is attached and hereby incorporated into this Ordinance Number 2749.

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

1. Conditional Use Approval is hereby approved for McCorquodale Properties, LLC, for use of the property located at 381 Summit Blvd. and 3191 Cahaba Heights Road to allow a dog and cat training, boarding and daycare facility with the following conditions:
 - (1) This conditional use approval is location specific and if the use as a dog and cat training, boarding and daycare ceases on the premises for a period of 12 months, said conditional use shall be considered null and void;

ADOPTED and APPROVED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2749 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of April, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

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

Date: **MARCH 8, 2018**

- **CASE: P-0318-09**
- **REQUESTED ACTION:** Conditional Use Approval for Dog & Cat Training, Boarding, And Daycare
- **ADDRESS/LOCATION:** 381 Summit Blvd., and 3191 Cahaba Heights Rd.
- **APPLICANT/OWNER:** McCorquodale Properties, LLC
- **REPRESENTING AGENT:** Jesse P. Evans III
- **GENERAL DISCUSSION:** Creative Dog Training, Inc. is seeking to move across the street to the vacant McCorquodale building. Improvements will be made to the exterior of the building to allow fenced dog relief areas. A detailed description and site plan, provided by the applicant, is attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for retail/mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Wolfe made a motion to recommend conditional use approval as presented for 381 Summit Blvd., and 3191 Cahaba Heights Rd. Second was by Mrs. Barnes. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.

P0318-09//28-22-1-20-1-2 & 5
381 Summit Blvd. & 3191 Cahaba
Heights Rd.
Conditional Use
McCorquodale Properties, LLC

P&Z Application
Page 4

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: McCorquodale Properties, LLC

ADDRESS: 2714 2nd Avenue North
Birmingham, AL 35203

MAILING ADDRESS (if different from above) Same

PHONE NUMBER: Home _____ Office _____

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____
Creative Dog Training, Inc.; Jesse P. Evans III

P0318-09//28-22-1-20-1-2 & 5
381 Summit Blvd. & 3191 Cahaba
Heights Rd.
Conditional Use
McCorquodale Properties, LLC

P&Z Application
Page 5

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 6.5, Table 6, 7.6 of the Vestavia Hills Zoning Code.

Current Zoning of Property: B-3

Requested Conditional use For the intended purpose of: Dog and cat training,

boarding and daycare

(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.)

381 Summit Blvd. and 3191 Cahaba Heights Rd., Vestavia Hills, AL 35242

Property size: _____ feet X _____ feet. Acres: Approx. .5 acres

V. INFORMATION ATTACHED:



Attached Checklist complete with all required information.



Application fees submitted.

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

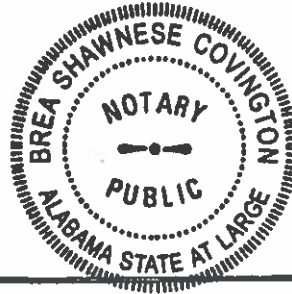
[Signature]
Owner Signature/Date

[Signature]
Representing Agent (if any)/date

Given under my hand and seal
this 22nd day of January, 2018.

[Signature]
Notary Public

My commission expires October
day of 28, 2020.



Additional Information Regarding Use of the Premises

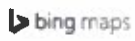
Creative Dog Training, Inc. has been training dogs and their owners since 1984. They have operated at the intersection of Crosshaven Drive and Cahaba Heights Road and been a part of the Cahaba Heights neighborhood for years.

Creative wants to relocate its operations to a facility across Cahaba Heights Road, previously occupied by McCorquodale Transfer, at 381 Summit Boulevard. Creative will occupy the entire facility, and McCorquodale will no longer be storing and running moving trucks from the facility during Creative's use of the premises. Creative will have exclusive use of the premises.

Creative's operations will be conducted entirely indoors, except when the pets are walked on a leash outside for relief in the grassy areas designated on the enclosed site plan and shielded by privacy fencing. These areas will be kept clean and orderly. The indoor training facility is well insulated, and noise dampening, due to its prior use as a climate-controlled storage warehouse.

Creative is experienced in maintaining a clean environment. The entire premises, inside and out, especially the area designated as the grassy area, will be regularly cleared and cleaned. All pet waste will be placed in sealed bags prior to being properly disposed of.

The exterior appearance of the indoor facility will remain the same, except that existing entry will be improved as shown on the enclosed conceptual rendering to allow better access to the facility.



381 Summit Blvd, Vestavia Hills, AL 35243

Creative Dog Training
Conditional Use
Site Vicinity Map



SITE OVERVIEW



Existing Entry



Proposed Entry



RELIEF AREAS














Large Dog On-leash Relief Area



Small Dog On-leash Relief Area



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 |

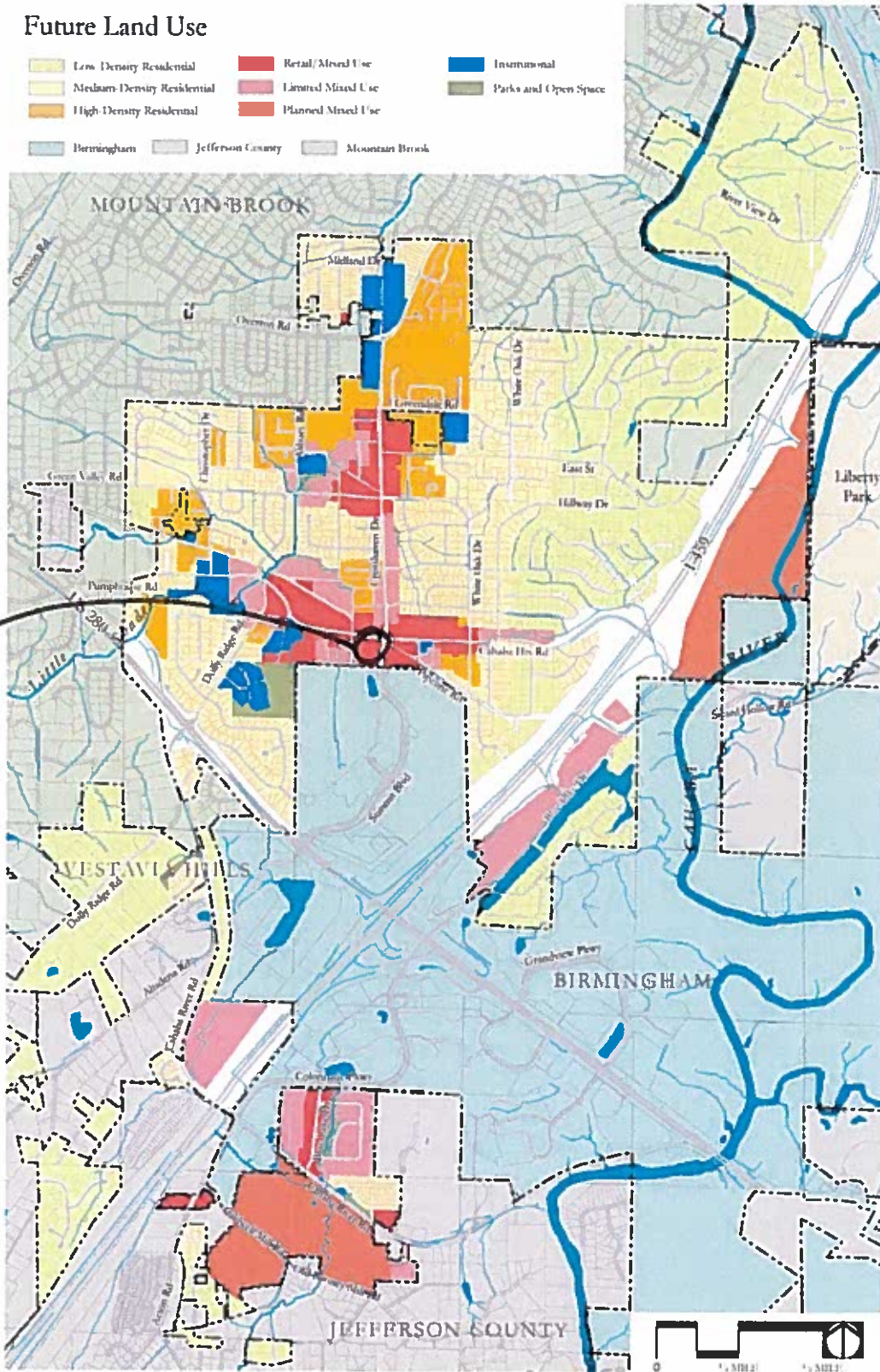


Figure 4: Future Land Use Map

ORDINANCE NUMBER 2758

**AN ORDINANCE AUTHORIZING AND DIRECTING THE SALE
OF REAL ESTATE, MORE PARTICULARLY DESCRIBED AS 1280
MONTGOMERY HIGHWAY, VESTAVIA HILLS, ALABAMA**

THIS ORDINANCE NUMBER 2758 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 14th day of May, 2018.

WITNESSETH THESE RECITALS:

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, declares municipalities corporate and gives them the power to contract and be contracted with; and

WHEREAS, Title 11-43-56, *Code of Alabama, 1975*, provides that the City Council shall have the management and control of the finances and all of the property, real and personal, belonging to the City; and

WHEREAS, Title 11-47-20, *Code of Alabama, 1975*, provides that the City Council may, by ordinance to be entered in its minutes, direct the disposal of any real property not needed for public or municipal purposes and direct the Mayor to make title thereto, and a conveyance made by the Mayor in accordance with such ordinance invests the grantee with the title of the municipality; and

WHEREAS, Title 11-43A-28, *Code of Alabama, 1975*, provides that the City Manager shall be the head of the administrative branch of the government of the City of Vestavia Hills and shall be responsible to the City Council for the proper administration of all municipal affairs; and

WHEREAS, Title 11-43A-48, *Code of Alabama, 1975*, provides that all contracts for the City of Vestavia Hills shall be made and approved by ordinance and signed in the name of the City of Vestavia Hills by the mayor and countersigned by the city manager; and

WHEREAS, Title 11-45-8(b), *Code of Alabama, 1975*, provides that if an ordinance is published by posting, then in such event said ordinance shall take effect five days thereafter; and

WHEREAS, the City of Vestavia Hills, Alabama (“City”) is the owner of real property situated in the City of Vestavia Hills, Jefferson County, Alabama, which said real

estate shall hereinafter be referred to as the “subject property” and is more particularly described as follows:

Public Works/City Shop Facility located at 1280 Montgomery Highway;
2.6 acres, more or less; and

WHEREAS, HES Investments, LLC, an Alabama limited liability company and qualified to do business in the State of Alabama (“Purchaser”), has requested that the City declare said property as surplus and offer for sale to the Purchaser; and

WHEREAS, the City finds and determines that it is willing to accept the offer by HES Investments, LLC; for an amount equivalent to One Million, Eight-Hundred Thousand Dollars (\$1,800,000) pursuant to the terms and conditions detailed in a Purchase and Sale Agreement (“Agreement”); a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2758 as though written fully therein; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama finds and determines that the subject property is not needed for municipal or public purposes; and

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

1. The subject property is found and determined to not be needed for public or municipal purposes by the City of Vestavia Hills and is hereby declared as surplus property all in accordance with the requirements of Title 11-47-20, *Code of Alabama, 1975*.

2. The Mayor and City Manager are hereby authorized and directed to execute and deliver all documents required to close said sale for and on behalf of the City of Vestavia Hills, Alabama pursuant to the terms and conditions as detailed in the attached Exhibit A; and

3. A copy of said real estate closing documents, along with said payment, will be submitted upon closing and kept on file in the office of the City Clerk of the City of Vestavia Hills, Alabama for inspection by members of the general public.

4. Upon approval, adoption and enactment of this Ordinance Number 2758 the Mayor and City Manager are hereby authorized and directed to take any and all legal action necessary to close the sale of the subject property all in accordance with the terms, provisions and conditions previously described.

5. Any and all proceeds for same of said property shall be utilized for the Community Spaces Capital Fund.

5. This Ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

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

DONE, ORDERED, APPROVED and ADOPTED this the 14th day of May, 2018.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2758 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of May, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into on or as of this ____ day of _____, 2018 (the "Effective Date"), by and between **The City of Vestavia Hills, Alabama** (the "Seller", "City"), and **HES Investments, LLC**, an Alabama limited liability company or its assigns (the "Purchaser").

Recitals

A. Seller is the owner of that certain parcel of real property, being known as the City Public Works property to be comprised of approximately 2.6 acres, located at 1290 Montgomery Highway in Vestavia Hills, Alabama, as generally depicted on the attached Exhibit A and made a part hereof (the "Property"). Furthermore, the legal description of said property is attached as Exhibit B to the agreement and incorporated by reference.

B. Purchaser desires to purchase the Property, and Seller desires to sell the Property, pursuant to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, including the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Purchase Price; Closing Date. The purchase price for the Property shall be \$1,800,000.00 (the "Purchase Price"), to be paid as hereinafter provided. The closing of the sale and purchase of the Property (the "Closing") shall occur on the Closing Date, as defined in paragraph 6.

2. Earnest Money; Inspection Period. No later than three (3) business days after the Effective Date, Purchaser shall deliver to Land Title Company of Alabama, Inc.(the "Escrow Agent") immediately available funds in the amount of \$10,000.00 (the "Earnest Money"), to be held and disbursed by the Escrow Agent in accordance with the terms of this Agreement. Commencing on the Effective Date, Purchaser shall have not less than one hundred and twenty (120) days (the "Inspection Period") to perform such inspections as Purchaser deems necessary to evaluate the Property, at Purchaser's sole expense in cooperation with the Seller; said Inspection period to end upon City's issuance of the Notice to Proceed Site Development. During this process, Seller will diligently pursue clearing of all use restriction matters as to title and relocate all operations currently on the property. Purchaser shall indemnify and hold Seller harmless from any and all claims, damages and losses, including attorney fees, arising from such inspections. If Purchaser deems any inspection unsatisfactory, for any reason or no reason, Purchaser shall have the right to terminate this Agreement prior to the end of the Inspection Period, by written notice to Seller received prior to the end of the Inspection Period, and receive a full refund of the Earnest Money. If Purchaser does not terminate this Agreement prior to the end of the Inspection Period, all inspections shall be deemed satisfactory, and the Seller shall proceed to rough grading of the site per paragraph 3; with Closing by Purchaser to occur upon rough grade completion. If the United States Department of Interior has not completed the conversion process removing the limitation of use of the property to public outdoor recreation purposes (filed in the office of Judge of Probate of Jefferson County, Alabama on August 27, 1979 and recorded at Real 1806, Page 437) by September 14, 2018, then in such event the Seller may choose to proceed, delay or terminate this Agreement and the development of the Property by providing written notice to Purchaser no later than September 21, 2018. If the Seller delays or terminates this Agreement or the development of the

site, then the Purchaser shall have the right to cancel and terminate this Agreement, with cause, in which event the parties agree that:

- (a) The earnest money shall be returned to purchaser in full; and
- (b) The Seller shall not be required to do any of the work described in section 3 in this Agreement; and
- (c) This will be deemed a termination by Purchaser with cause for which the remedies in Paragraph 13 below shall apply.

3. Development Agreement & Rough Graded Site. Within 10-days of the Effective Date, the Seller & Purchaser will mutually engage LBYD Engineers to generate a formal parcel plat and full site development plans for the Property and rough grading as to the City's adjacent Wald Park the cost of which to be paid by both parties based upon an prorata share of work and agreed to in writing by both parties during the Due Diligence Period. Additionally, the Purchaser & Seller will engage for other items of due diligence necessary in development planning including environmental, geotechnical, traffic studies, etc. All such plans with plat shall be completed and approved by the City no later than August 9, 2018. The Development Plans will distinguish a Rough Grading Completion including demolition, excavation, backfill, sanitary sewer repositioning, and retaining wall support; as well as any off-site sidewalks/stair needs providing connectivity between Wald Park and the Property. The Seller will then engage a contract for completion of Rough Grading with work to begin no later than October 1, 2018 (Start Date) and completion no later than January 10, 2019 (Finish Date) using a contractor of reputable ability and performance history. If the Seller and Purchaser, after the execution and delivery of this Agreement and the completion of the work by Seller, disagree as to: (1) whether or not the work complies with the plans prepared by LBYD, Inc.; (2) is complete or incomplete; or (3) defective; then in such event said dispute shall be decided by LBYD, Inc. and its decision shall be final and binding on both Seller and Purchaser.

4. Application of Earnest Money. Unless this Agreement is terminated prior to the end of the Inspection Period, the Earnest Money shall become non-refundable and shall be applied to the Purchase Price to be paid by Purchaser at Closing; subject to performance by the Seller.

5. Possession. Seller shall deliver possession of the Rough Graded Property to Purchaser on the Closing Date.

6. Place and Date of Closing. The Closing shall take place by wire transfer through the offices of the Title Company or Closing Attorney on or before January 17, 2019. The actual date of Closing is referred to herein as the "Closing Date." Both parties hereby agree that the closing may take place by delivery of documents by mail or other courier source without the parties having to be in attendance to close.

7. Conveyance. Seller agrees to convey the Property to Purchaser by Statutory Warranty Deed ("the Deed") at closing subject to the permitted exceptions (as herein defined)."

8. Costs and Fees. Seller shall pay all costs and fees related to owner title policy and, title commitment. Purchaser shall pay all other costs and fees related to closing including any appraisal, environmental audits, mortgage tax, recording of the deed, etc. Seller and Purchaser shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement, any Development & Incentive Agreements dealing with the sale and purchase of the Property. All taxes will be prorated as of the day of closing.

9. Title Insurance and Survey. Seller shall, within thirty (30) days after the Effective Date, secure a title commitment (the "Title Commitment") naming Purchaser as the proposed insured on a Chicago Title Insurance Company Standard Form Owners Policy issued by Land Title Company of Alabama, Inc. as agent for Chicago Title Insurance Company (the "Title Agent") for the Property described in Exhibit B hereof in the amount of the Purchase Price (the "Title Policy"). Items reviewed and approved by Purchaser during the Due Diligence Period and not objected to shall be referred to as "permitted exceptions" hereunder. It is acknowledged that the property currently has a restriction of use covenant burdening the land. The City is engaged in and will pursue with good-faith diligence removal of said restriction prior to the end of the Inspection Period.

10. Other Considerations. Prior to closing, the parties will enter into a mutually acceptable Development Agreement and Incentive Agreement to be agreed upon by Purchaser and Seller during the Due Diligence Period, supporting the Purchaser's plans to develop the property into a 2-parcel retail project. The primary tenant is expected to be Baumhower's Victory Grille (BVG) with an anticipated additional fast food or retail user on the smaller pad ; all subject to final terms, conditions and due-diligence. The City will further agree to perpetually maintain clearing of the ALDOT right of way fronting the property along Highway 31 to allow clear road visibility of the Property. Finally, the City will promote pedestrian and traffic flow connectivity of the Site with its redevelopment of Wald Park and the overall ingress-egress at Highway 31. Furthermore, Seller and Purchaser agree that the Property shall never be used for any of the purposes described in Exhibit D, which is attached hereto and incorporated into this Agreement by reference as though set out fully herein. The prohibited uses shall be put in the form of Restrictive Covenants, signed by the Purchaser and filed for record in the office of the Judge of Probate of Jefferson County, Alabama, along with the deed. (Provisions of paragraph 10 are contingent upon City Council approval of a separate agreement in adherence with Amendment 772 of the Constitution of the State of Alabama.)

11. Representation and Warranty of Seller. To induce Purchaser to enter into this Agreement, Seller makes the following representations and warranties, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the Closing Date:

- (a) Seller has full power and authority to enter into this Agreement and to perform all of its obligations hereunder.
- (b) The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Seller.
- (c) Seller has no actual knowledge that the Property has in the past been used or is presently used for the handling, storage, manufacturing, refining, transportation or disposal of toxic material, hazardous substances or hazardous waste. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

12. Documents for Closing.

- (a) Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Purchaser the following documents (the "Closing Documents"):
 - (i) the Deed;

(ii) such additional documents and instruments as the title company may reasonably require to transfer Seller's interest in the Property pursuant to the terms of this Agreement, each of which shall be in form and substance reasonably satisfactory to Seller;

(iii) The Incentive Agreement;

(iv) The Development Agreement;

(v) Applicable State of Alabama forms required to convey real property;

(vi) Closing Statement;

(vii) FIRPTA Affidavit; and

(viii) 1099.

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller in accordance with the terms of this Agreement, the Purchase Price less the Earnest Money and prorations.

(c) The order of the Closing shall be as follows:

(i) the Escrow Agent shall deliver to Purchaser's title company (the "Title Company") the original Closing Documents as executed by Seller;

(ii) Purchaser shall execute the Closing Statement and any other Closing Documents requiring execution by Purchaser and shall transmit such signed documents to the Title Company;

(iii) promptly thereafter Purchaser shall wire transfer to the Title Company the net Purchase Price; and

(iv) on the date of receipt by the Title Company of such net Purchase Price, the Title Company shall wire transfer Seller's proceeds, as reflected on the fully executed Closing Statement, to Escrow Agent, and promptly record the deed.

13. Default; Remedies. If Purchaser fails to perform its obligations under this Agreement within the time specified, Seller shall have the right to retain the Earnest Money as liquidated damages as its sole and exclusive remedy. If Seller fails to perform any of the covenants of this Agreement, then the Earnest Money paid by Purchaser shall be returned and Purchaser may seek the remedy of specific performance so long as such action is filed within thirty (30) days of the alleged breach and or pursue any other remedies afforded to it under the law. If either party fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

If the Seller does not issue a Notice to Proceed Site Work and engage work by the Start Date as to Rough Grading; then the Purchaser may move to (a) terminate the contract with cause or (b) expedite it's Closing on the site in an as-is condition with a discounted Purchase Price of \$300,000 within 30-days of the missed Start Date. If the Seller doesn't complete the work by January 10, 2019 then Purchaser may (a) terminate the contract with cause, (b) proceed with Closing discounted by 110% of the amount remaining to complete Rough Grading per the contractor, or (c) wait until completion of Rough Grade to close with a discount to price of \$2,500/day

until completion (no later than February 10, 2019 or the contract may again be terminated by the Purchaser with cause). Any termination by the Purchaser with cause will require reimbursement from Seller within 10-days of invoice by the Purchaser of all engineering and due diligence cost incurred by the Purchaser with the Property.

14. Condemnation and Destruction. If, on the Closing Date, all or any reasonably substantial portion of the Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Property has been materially damaged or destroyed, Seller shall notify Purchaser of such fact and Purchaser shall have the option to terminate this Agreement and, in the event Purchaser shall elect to terminate this Agreement, Seller shall refund to Purchaser the Earnest Money. If this Agreement is terminated and the Earnest Money is returned, as aforesaid, neither party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Purchaser does not exercise its option to terminate this Agreement, the parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Purchaser shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage.

15. Final Agreement. This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this Agreement, shall be binding on any of the parties, and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto.

16. Notice. Any notice required hereunder shall be in writing and sent by certified mail, return receipt requested. Notice shall be deemed to be given when deposited in the United States mail, postage prepaid. Personal delivery and delivery by recognized overnight delivery service may be substituted for certified mail. Notice shall be sent to the following individuals:

If to Purchaser: HES Investments, LLC
2660 Old Rocky Ridge Road
Birmingham, AL 35216

With a copy to: Bradley G. Siegal, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205

If to Seller: Jeff Downes, City Manager.
City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills, Alabama 35216

With a copy to: Patrick H. Boone
Attorney and Counselor at Law
New South Federal Savings Building, Suite 705
215 Richard Arrington, Jr. Blvd North
Birmingham AL 35203-3720

17. Number and Gender. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include a corporation, firm, partnership, joint venture, trust or estate.

18. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama.

19. Assignment. This Agreement may be assigned by Purchaser without the prior written consent of Seller.

20. Survival. The representations, warranties and indemnities contained herein shall be deemed to have been made again by the parties as of the Closing Date, and shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, and shall not be affected by any investigation by or on behalf of Purchaser, or by any information which Purchaser may have or obtain with respect thereto.

21. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

22. Waiver. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

23. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or such party's legal representative drafted such provision.

24. Broker. Each party hereby represents to the other that it has not utilized the services of any real estate agent or broker in connection with this Agreement. Seller and Purchaser shall indemnify each other against any and all claims for broker's fees, costs or commissions which might arise in connection with the purchase and sale of the Property as a result of either's action. The provisions of this Paragraph shall survive closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized corporate officers as of the date set forth above.

Witnesses:

PURCHASER: **HES INVESTMENTS, LLC**

By: W. Jordy Henson

Its: _____

Date: _____

Witnesses:

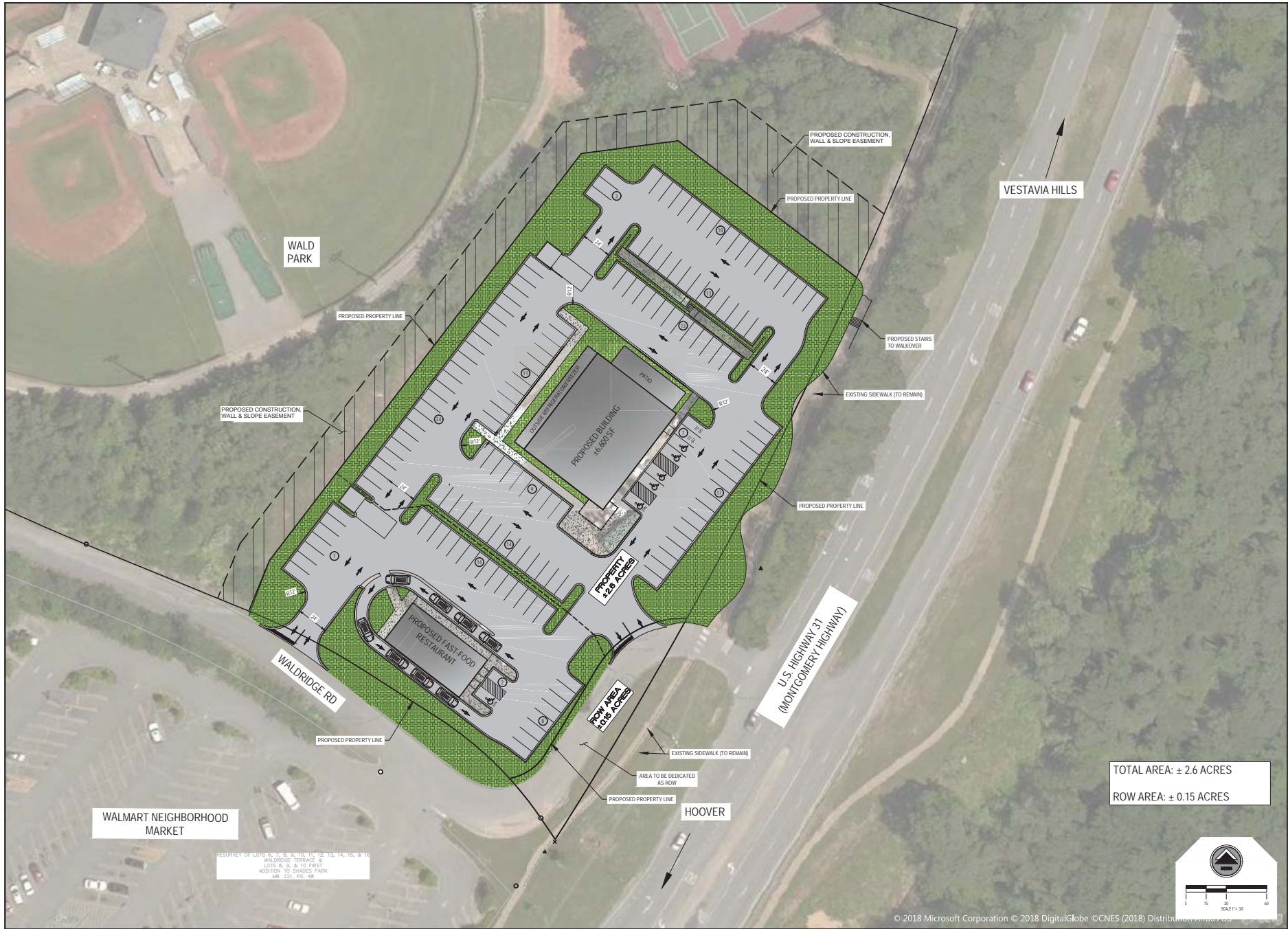
SELLER: THE CITY OF VESTAVIA HILLS, AL

By: Mayor

Its: Mayor

Date: _____

DRAFT



TOTAL AREA: ± 2.6 ACRES
 ROW AREA: ± 0.15 ACRES



RESURVEY OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16
 WALDRIDGE TERRACE
 LOTS 6, 9, & 10 FIRST
 ADDITION TO SHARPS PARK
 MB: 225; PG: 48



LBYD, Inc.
 716 South 30th Street
 Birmingham, AL 35233
 Phone (205) 251-4500
 Structural Fax (205) 344-4161
 Civil Fax (205) 488-0228

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 be reproduced without written permission.
 www.lbyd.com

LBYD Project Number
 102-17-013

Date	
Sheet Date	

Date	
Drawn	
Checked	
Reviewed	

Project Name
**VESTAVIA WALK PARK DEV.
 SOLUTIONS CAPITAL INVESTMENTS, INC.
 VESTAVIA HILLS, AL**

Sheet Title
**CONCEPTUAL
 LAYOUT**

Date
12/20/2017

Checked By
DAD

Drawn By
LWB

Sheet Number
1.0

Drawings
 Total
1

DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE RUN SOUTH 87 DEGREES 23 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF 16.20 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD MONTGOMERY HIGHWAY; THENCE RUN ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES; SOUTH 37 DEGREES 29 MINUTES 43 SECONDS WEST FOR 552.47 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 137.70 FEET, A CHORD BEARING OF SOUTH 09 DEGREES 49 MINUTES 53 SECONDS WEST, AND A CHORD LENGTH OF 127.86 FEET; THENCE ALONG SAID ARC FOR 132.97 FEET; TO A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 1254.43 FEET, A CHORD BEARING OF SOUTH 24 DEGREES 03 MINUTES 41 SECONDS EAST, AND A CHORD LENGTH OF 272.22 FEET; THENCE RUN ALONG SAID ARC FOR 272.76 FEET; THENCE RUN SOUTH 30 DEGREES 17 MINUTES 26 SECONDS EAST FOR 22.18 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING OF SOUTH 46 DEGREES 21 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 207.52 FEET; THENCE RUN ALONG SAID ARC FOR 210.26 FEET; THENCE RUN SOUTH 62 DEGREES 24 MINUTES 57 SECONDS EAST FOR 23.13 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 1482.65 FEET, A CHORD BEARING OF SOUTH 65 DEGREES 04 MINUTES 27 SECONDS EAST, AND A CHORD LENGTH OF 137.53 FEET; THENCE RUN ALONG SAID ARC FOR 137.58 FEET; THENCE RUN SOUTH 67 DEGREES 43 MINUTES 57 SECONDS EAST FOR 130.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES; SOUTH 67 DEGREES 43 MINUTES 57 SECONDS EAST FOR 3.12 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 516.82 FEET, A CHORD BEARING OF SOUTH 62 DEGREES 34 MINUTES 27 SECONDS EAST, AND A CHORD LENGTH OF 92.93 FEET; THENCE RUN ALONG SAID ARC FOR 93.06 FEET; THENCE RUN SOUTH 57 DEGREES 24 MINUTES 57 SECONDS EAST FOR 64.68 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 269.48 FEET, A CHORD BEARING OF SOUTH 49 DEGREES 50 MINUTES 28 SECONDS EAST, AND A CHORD LENGTH OF 71.04 FEET; THENCE RUN ALONG SAID ARC FOR 71.25 FEET; TO A NON TANGENT REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING OF NORTH 55 DEGREES 29 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 32.39 FEET; THENCE RUN ALONG SAID ARC FOR 33.35 FEET; TO A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 3114.18 FEET, A CHORD BEARING OF NORTH 30 DEGREES 55 MINUTES 54 SECONDS EAST, AND A CHORD LENGTH OF 73.19 FEET; THENCE RUN ALONG SAID ARC FOR 73.19 FEET; TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 77.00 FEET, A CHORD BEARING OF NORTH 60 DEGREES 35 MINUTES 41 SECONDS EAST, AND A CHORD LENGTH OF 77.78 FEET; THENCE RUN ALONG SAID ARC FOR 81.54 FEET; TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HIGHWAY 31 AND A NON TANGENT REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 3154.18 FEET, A CHORD BEARING OF NORTH 26 DEGREES 27 MINUTES 55 SECONDS EAST, AND A CHORD LENGTH OF 283.26 FEET; THENCE RUN ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY AND ALONG SAID ARC FOR 283.35 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 52 DEGREES 31 MINUTES 28 SECONDS WEST FOR 167.23 FEET; THENCE RUN SOUTH 82 DEGREES 28 MINUTES 32 SECONDS WEST FOR 72.83 FEET; THENCE RUN SOUTH 37 DEGREES 28 MINUTES 32 SECONDS WEST FOR 381.50 FEET; THENCE RUN SOUTH 22 DEGREES 16 MINUTES 03 SECONDS WEST FOR 40.74 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 111651.5 SQUARE FEET OR 2.56 ACRES.

EXHIBIT D

Prohibited Uses

No portion of the Property shall be used or operated for any of the Prohibited Uses, as herein defined. As used herein, the term “**Prohibited Uses**” means any of the following uses or purposes:

(i) adult book stores or facilities devoted primarily to the sale of pornographic books, films, tapes or similar audio or video products; provided, however, that the foregoing shall not prohibit or limit the operation of a national, regional or local, reputable, general interest book or video store;

(ii) a tattoo or piercing parlor;

(iii) establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop or gas station, or any establishment selling trailers;

(iv) a convenience store;

(v) establishment of any business involving the sale of paraphernalia for use with illicit drugs or for the sale of medicinal marijuana;

(vi) gambling establishment, casino, gaming room, or “off track betting” operation;

(vii) exotic dance business or any businesses such as a “Hooters”, “Twin Peaks”, “Tilted Kilt” bar or restaurant;

(viii) mobile home, manufactured home or trailer sales facilities or parks; provided, however, that the foregoing shall not be deemed to prohibit the use of construction trailers or sales and leasing trailers during the initial construction, development, leasing and sale of any portions of the Property;

(ix) any warehouse or industrial use;

(x) any self-storage facility;

(xi) a venture whose primary business is the operation of video or arcade games;

(xii) labor camps, prisons, jails, honor farms or other correctional institutions;

(xiii) landfills or garbage disposal areas or areas for the dumping,

Exhibit D – Prohibited Uses

Page 2

processing, incineration or reduction of garbage, sewage, dead animals, refuse or waste (other than on-site underground sanitary sewage disposal facilities, including septic tanks, which are specifically allowed as authorized uses);

(xiv) smelting of iron, tin, zinc or other ores, refining of petroleum or its products or mining activities;

(xv) drive-in theaters;

(xvi) stock yards or slaughter houses or commercial poultry, livestock, swine or other animal production or breeding farms;

(xvii) junk yards, baling, storage or processing of scrap metal, glass, paper or rags, storage or processing of wrecked or junked motor vehicles or any other type of outdoor storage other than for service areas and storage areas; provided, however, that the foregoing shall not be deemed to prohibit the use of any Property for the storage of construction materials during the construction or improvement of the Property;

(xviii) racetracks, raceways or drag strips;

(xix) the sale of fireworks;

(xx) pawn shops or “pay-day” loan-type businesses; provided, however, that the foregoing shall not prohibit banks, credit unions, mortgage businesses and similar financial institution uses;

(xxi) flea markets or thrift stores;

(xxii) massage parlors;

(xxiii) “disco” or other dance hall; or

(xxiv) cemetery, mortuary or funeral parlor.

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

**First Reading of Resolution for
Special Economic Development Agreement
(HES Investments, LLC)**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on April 23, 2018. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

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

* * *

Thereupon, the following resolution was introduced in writing by the Mayor, considered by the City Council and ordered placed upon the Council agenda for the regular meeting thereof on May 14, 2018:

RESOLUTION NO. 5042

**A RESOLUTION AUTHORIZING
A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND
HES INVESTMENTS, LLC**

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

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

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

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

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

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$1,000,000 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

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

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

**LEGAL NOTICE OF PROPOSED ECONOMIC DEVELOPMENT ACTION
AND
RELATED PUBLIC EXPENDITURES BY THE CITY OF VESTAVIA HILLS,
ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 6:00 p.m. on May 14, 2018 at City Hall in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and HES Investments, LLC, an Alabama limited liability company (the "Developer"), to be dated the Date of Delivery, pursuant to which City Agreement the City shall issue its Limited Obligation Economic Development Revenue Warrant in a maximum principal amount of \$1,000,000 (the "City Warrant") to the Developer, for purposes referenced in the City Agreement.

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

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

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

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

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

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

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

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2017 and on the basis of which taxes became due and payable on October 1, 2018) was not less than \$700,120,010.

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

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

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

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

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the Mayor shall approve, which approval shall not extend or increase the obligations of the Municipality thereunder and shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

Dated _____, 2018

by

CITY OF VESTAVIA HILLS, ALABAMA

and

HES INVESTMENTS, LLC

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

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

_____, 2018

This Special Economic Development Agreement is made on the above date by:

Municipality: City of Vestavia Hills, Alabama

Owner: HES Investments, LLC, its successors and assigns

Recitals

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

The Municipality has agreed to provide the Owner the within referenced Annual Economic Development Payments.

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

Agreement

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

ARTICLE 1

DEFINITIONS

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

Actual Cost Certificate shall have the meaning assigned in Article 5(2).

Actual Cost Reduction Amount shall mean the positive amount by which the Estimated Project Cost exceeds the actual aggregate costs of the Project as set forth in the Actual Cost Certificate. If the actual aggregate costs of the Project exceed the Estimated Project Cost, the Actual Cost Reduction Amount shall be zero (0).

Annual Economic Development Payment shall mean, for each Annual Payment Date, an amount equal to the sum of:

(a) fifty percent (50%) of the Municipality Net Sales Tax Proceeds actually received by the Municipality from Development A during each Development A Project Year for which such Annual Economic Development Payment is determined during the period beginning on the Development A Occupancy Date and ending on and including the tenth anniversary thereof; and

(b) fifty percent (50%) of the Municipality Net Sales Tax Proceeds actually received by the Municipality from Development B during each Development B Project Year for which such Annual Economic Development Payment is determined during the period beginning on the Development B Occupancy Date and ending on and including the tenth anniversary thereof.

Annual Payment Date shall mean such date which is 45 days after receipt by the Municipality of the certificate therefor from the Owner pursuant to Section 4.02(1).

Date of Delivery shall mean the date set forth on the first page hereof.

Development A shall mean and include those commercial and related facilities established by the Owner within the Municipality from which the Municipality receives Municipality Net Sales Tax Proceeds, as described on Exhibit C.

Development B shall mean and include those commercial and related facilities established by the Owner within the Municipality from which the Municipality receives Municipality Net Sales Tax Proceeds, as described on Exhibit D.

Development A Occupancy Date shall mean the date on which the Municipality shall have issued a certificate of occupancy for Development A.

Development B Occupancy Date shall mean the date on which the Municipality shall have issued a certificate of occupancy for Development B.

Development A Project Year shall mean the applicable period of twelve (12) successive months following the Development A Occupancy Date (or anniversary thereof, as applicable) during the term of this Agreement.

Development B Project Year shall mean the applicable period of twelve (12) successive months following the Development B Occupancy Date (or anniversary thereof, as applicable) during the term of this Agreement.

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

Estimated Project Cost shall mean \$4,732,000, which such amount is the total of all costs to develop and construct the Project, whether by Owner, tenants or occupants of the Project.

Municipality Net Sales Tax Proceeds for any year shall (a) mean and include all proceeds and receipts of the Municipality Sales Tax less and except the Reserve Allocation thereof (as defined in Section 4.03(b)(1) of Ordinance No. 2747 of the Municipality), and (b) not include any proceeds or receipts received by the Municipality (i) from the levy by the Municipality of privilege license or excise taxes not described in the definition of Municipality Sales Tax or (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the Municipality.

Municipality Sales Tax shall mean collectively the privilege license and excise taxes levied by the Municipality pursuant to Article 4 of Ordinance No. 2747 of the Municipality.

Owner shall mean HES Investments, LLC, and the successors and assigns thereof.

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

Project shall mean, collectively, Development A and Development B.

Project Occupancy Date shall mean the later of the following dates: (1) Development A Occupancy Date or (2) Development B Occupancy Date

Reporting Requirements shall mean the requirements set forth in Section 2 of Article 5.

State shall mean the State of Alabama.

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

Total Municipality Commitment shall mean an amount equal to \$1,000,000 less the Actual Cost Reduction Amount.

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

Warrant shall have the meaning set forth in Section 4.03.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 The Municipality

The Municipality hereby represents as follows:

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

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

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

(4) The Municipality represents and certifies that the indebtedness of the Municipality incurred pursuant to the Enabling Law is less than 50 percent of the assessed value of the taxable property in the Municipality as determined for state taxation for the fiscal year ending September 30, 2017.

SECTION 2.02 The Owner

The Owner hereby represents and warrants as follows:

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

ARTICLE 3

DURATION OF AGREEMENT

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

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE MUNICIPALITY

SECTION 4.01 Nature, Amount and Duration of Obligation of Municipality

The Municipality and the Owner agree:

(1) Purpose. Pursuant to this Agreement, the Municipality has agreed to pay to the Owner of the Warrant in installments in arrears the Annual Economic Development Payments determined by the Municipality to be due and payable in accordance with the terms hereof.

(2) Limited Obligation. The obligation of the Municipality for the payment of the Warrant:

(a) is a limited obligation payable solely from the Annual Economic Development Payments;

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

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

(d) shall commence after the Validation Date.

(3) Maximum Amount. The maximum amount the Municipality shall pay under this Agreement and the Warrant shall be limited to and shall not exceed the Total Municipality Commitment..

(4) Allocation of Total Municipality Commitment. Subject to adjustment upon the mutual agreement of the Municipality and the Owner, the Total Municipality Commitment shall be allocated between Development A and Development B as follows:

(a) to Development A, an amount equal to \$750,000 less the portion of the Actual Cost Reduction Amount allocated by the Owner to Development A; and

(b) to Development B, an amount equal to \$250,000 less the portion of the Actual Cost Reduction Amount allocated by the Owner to Development B.

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

(a) prior to the Validation Date; or

(b) after the first to occur of (i) the expiration of ten (10) Annual Payment Dates or (ii) that date on which the Municipality shall have paid as Annual Economic Development Payments an aggregate amount not less than the Total Municipality Commitment or (iii) termination of this Agreement by the Municipality under Section 6.02(2).

SECTION 4.02 Determination and Payment of Annual Economic Development Payments.

(1) In order to receive an Annual Economic Development Payment during the period prior to the Termination Date, the Owner shall execute and deliver to the Municipality, a certificate in form and of content as attached as Exhibit B hereto. Owner shall provide such certificate no later than 45 days but in no event later than 6 months after each anniversary of the Project Occupancy Date during the term of this Agreement.

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

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

SECTION 4.03 The Warrant

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

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

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

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

SECTION 4.04 Agreements of the Municipality

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

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

ARTICLE 5

OBLIGATIONS OF THE OWNER

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

(2) Within 90 days after the Project Occupancy Date, the Owner shall deliver to the Municipality the following Reporting Requirements:

(a) A certificate setting forth the actual aggregate costs of the Project (the "Actual Cost Certificate"); and

(b) Such information with respect to the verification of the actual aggregate costs of the Project as the Municipality shall request.

Notwithstanding the foregoing, if Owner has not yet spent the entire amount of the Estimated Project Cost on the date Owner delivers the Reporting Requirements to the City and such shortfall is attributable to interior improvements in the retail spaces only, the City and Owner shall agree upon an appropriate cost amount to complete such interior spaces upon Owner securing tenants or users for such spaces and such amount shall be added to the Estimated Project Costs prior to calculating any Actual Cost Reduction Amount, if any.

(3) The City has agreed to provide the Annual Economic Development Payments to assist with the costs of development of the Project in order to incentivize Developer to develop and construct the Project in the Municipality.

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

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

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default

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

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

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

SECTION 6.02 Remedies

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

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

SECTION 6.03 Remedies Subject to Applicable Law

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

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

- (a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) **Binding Effect:** This Agreement shall be enforceable by and binding upon the respective successors and assigns of the undersigned.
- (c) **Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (d) **Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (e) **Assignment:** This Agreement may be transferred by the Owner, as provided hereinafter, without consent of the Municipality, to a transferee of the Warrant simultaneously with the endorsement by the Municipality of transfer of the Warrant to such transferee as provided in the Warrant therefor. Owner's rights under this Agreement may be assigned without the City's consent to any lender providing financing for the Project (a "Project Lender"). In the event of any such collateral assignment, and reasonable notice thereof to the City, a copy of any and all notices thereafter given to Owner under this Agreement will be simultaneously provided to the Project Lender at the address provided in such notice to the City. Furthermore, Owner may assign or transfer its interest in this Agreement, without the written consent of the City, but with written notice of such assignment or transfer to the City, to either (1) an affiliated entity of Owner or an entity owned, managed or controlled by Owner or the owners of Owner, or (2) a third-party purchaser of the Project from Owner. No such assignment or transfer shall be valid or binding on City unless the person or entity to whom such assignment or transfer is made agrees in writing to assume any and all obligations of Owner and to be bound fully by this Agreement as Owner was prior to such assignment. Furthermore, Owner may sell the Project to a third party at any time during the term of this Agreement, and no such sale shall relieve the City of its obligations to make the payments required hereunder to Owner or its assigns, regardless of the fact that the Project may be owned by another entity, unless Owner, at its sole option, assigns its rights under this Agreement to such third party purchaser and advises the City of such assignment as set forth in the preceding sentence.

- (f) **Enforceability:** If any provision herein shall be unenforceable, the parties agree the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (g) **Notices:** Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (h) **No Jury Trial:** Each party hereto hereby (1) waives, to the extent permitted by law, any right to trial by jury in any action or proceeding under, or related to, this Agreement and (2) agrees that no person has represented (by expression or implication) that a party hereto would not seek to enforce such waiver in the event of litigation.
- (i) **No Joint Venture:** This Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto.
- (j) **No Other Beneficiaries:** This Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.
- (k) **Final and Full Contract:** This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to the subject matter hereof.

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

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

SEAL

By _____
City Manager

ATTEST: _____
City Clerk

Address of Municipality:

City Hall
513 Montgomery Highway
Vestavia Hills, Alabama 35216

HES INVESTMENTS, LLC

By: _____

Its: _____

Address of Owner:

2644 Old Rocky Ridge Road
Birmingham, Alabama 35216

EXHIBIT A
Form of Warrant

This Warrant has not been registered (i) under the Securities Act of 1933, as amended, in reliance upon the exemption provided by Section 4(2) of said act, or (ii) under any state securities law, in reliance upon applicable exemptions, and may not be transferred without registration except pursuant to an exemption therefrom.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS
LIMITED OBLIGATION ECONOMIC DEVELOPMENT REVENUE WARRANT
(HES INVESTMENTS, LLC)**

No. R-1

DATED DATE:

_____, 20__

MATURITY DATE:

Termination Date

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

HES INVESTMENTS, LLC

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

**ONE MILLION DOLLARS
(\$1,000,000)**

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

Authority for Issuance

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

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

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

Payment

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

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

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

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

Security

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

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

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

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

Prepayment and Redemption

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

Registration and Transfer

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

This Warrant may be transferred only upon written direction of the registered owner or its legal representative, addressed to the Municipality, presentation of this Warrant to the Municipality accompanied by a written instrument of transfer, satisfactory to the Municipality, duly executed by the registered owner or its attorney duly authorized in writing, and compliance with Article 7(e) of the Agreement. Upon presentation of this Warrant to the Municipality for transfer, the Municipality shall record such transfer on said book of registration and shall endorse on the Registration of Ownership hereon the name of the transferee and the principal amount of this Warrant then outstanding. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

General

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

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

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

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

S E A L

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

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

Finance Director of the City of Vestavia Hills,
Alabama

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Jefferson County, State of Alabama entered on the _____ day of _____, 2018.

Clerk of Circuit Court of Jefferson County, Alabama

REGISTRATION OF OWNERSHIP

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

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Principal Amount Outstanding</u>	<u>Signature of Authorized Officer of Municipality</u>
Dated Date	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Assignment

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

Dated: _____

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

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

EXHIBIT B

Request for Payment of Annual Economic Development Payments

Request for Payment of Annual Economic Development Payments

From: HES Investments, LLC

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Special Economic Development Agreement dated _____, 2018 by City of Vestavia Hills, Alabama (the "Municipality") and HES Investments, LLC (the "Owner").**

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

_____ 1, 20__ to _____ 1, 20__

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

1. The Owner is in full compliance with the agreements and covenants thereof under the Agreement and no Event of Default, or any event which upon notice, or lapse of time, or both shall become an Event of Default, has occurred and is continuing.
2. The Agreement is in full force and effect.
3. The Owner has provided the Reporting Requirements to the Municipality in accordance with Section 5(2) of the Agreement.
4. The Owner is in full compliance with all applicable ordinances and regulations of the Municipality.

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

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

HES Investments, LLC
as Owner

By _____

Its _____

EXHIBIT C

Development A

EXHIBIT D

Development B

Section 3.

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

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

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

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

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

Section 7. This resolution shall take effect immediately.

* * *

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

Approval of Minutes:

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the City Council of Vestavia Hills recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.

Mayor

Member of Council

Member of Council

Member of Council

Member of Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a special meeting of the City Council of the Municipality duly held on April 23, 2018, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such Resolution as introduced and adopted by the City Council on such date; (5) said Resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this _____ day of _____, 2018.

Clerk of the City of Vestavia Hills, Alabama

S E A L

Baumhower's Victory Grille and Companion Retail – Highway 31 (1290 Montgomery Highway)

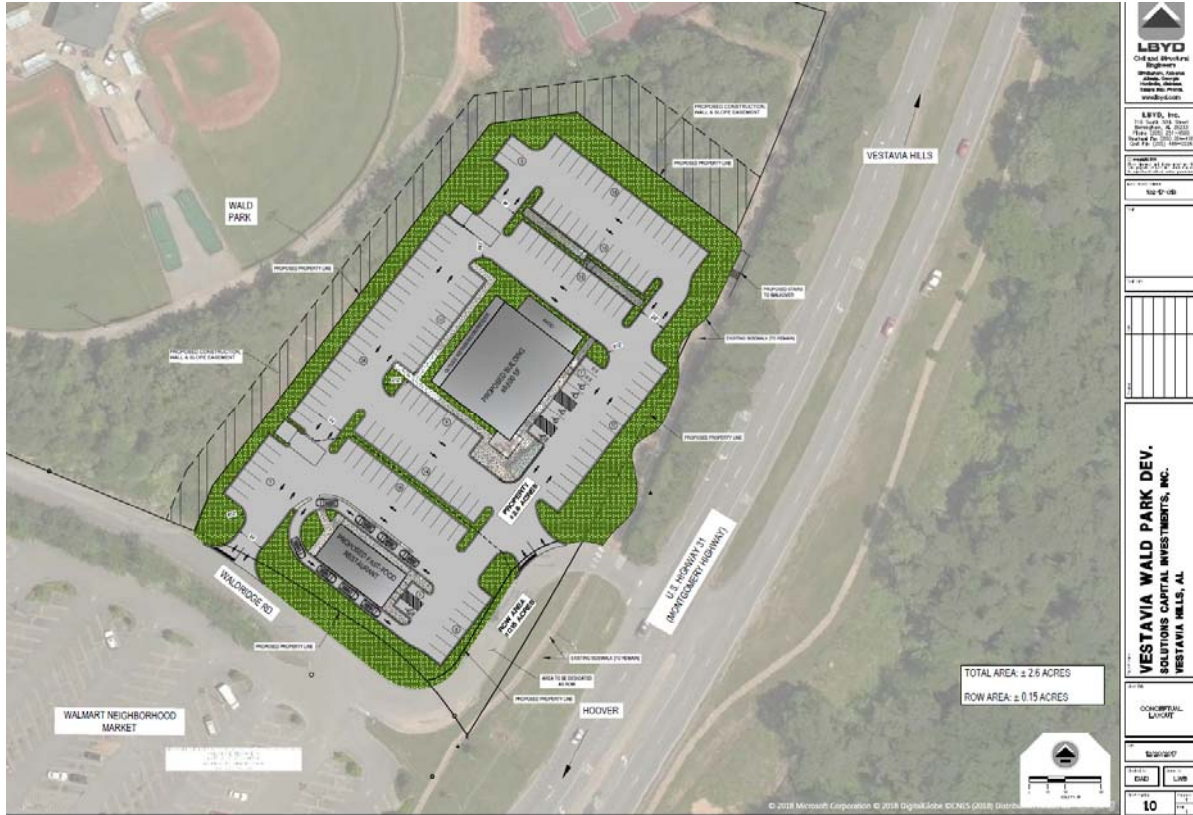
Summary of Terms Applicable to Incentive Agreement for Retail Development within the current site of the City of Vestavia Hills Public Works Facility

As of April 17, 2018

Narrative: HES Investments, LLC intends to purchase approximately 2.6 acres of property from the City of Vestavia Hills and construct the following components of a 2 parcel retail development:

- Approximately 6,600 sq ft Baumhower's Victory Grille (or like kind user) (Pad A)
- Approximately 2,500 sq ft of retail space on Pad B for unknown tenants

Preliminary Site Plan:



Basic Terms of Incentive Agreement:

- (1) Incentive Recipient – HES Investments, LLC and successors or assigns
 - a. A ten year incentive agreement subject to the following terms
 - i. At the end of operational year one through year ten- Rebate of 50% of Actual Sales Tax Receipts (less 1/12 of those receipts allocated to VH City Schools and Capital Reserve) from the retail operations commencing with the issuance of a certificate of occupancy for each building. (i.e. 10 years of sales tax share for retail sales from Pad A commencing with issuance of its C.O. and 10 years of sales tax share for retail sales from Pad B commencing with issuance of its C.O.)
 - ii. Sales Tax Rebates for years one through ten are subject to a maximum cumulative payout of \$1,000,000 allocated at \$750,000 for Pad A and \$250,000 for Pad B (referred to as “feasibility gap amount”)
 - iii. If said incentive rebates each cumulatively total the feasibility gap amount allocated for the particular pad prior to the conclusion of ten years, the City’s obligation shall terminate upon remittance of the cumulative total maximum obligation. (Alternatively, regardless of the rebate remittance total, the City’s obligation shall not exceed ten years on each independent parcel)
 - iv. Within 90 days following the issuance of a certificate of occupancy for both pad A and pad b, the developer shall submit to the City an accounting of actual total project costs . The projected total costs are \$ 4,732,000. The maximum incentive payable of \$1,000,000 will be reduced for the amount of actual development cost less the projected total costs of \$ 4,732,000. See calculation of feasibility gap below. Any reduction will be allocated between pads as determined by HES.

Feasibility Gap

Project Component	Actual	Allocable(Basis)	Difference
Land Cost/Rough Grade	\$1,800,000	\$1,320,000	\$480,000
Final Sitework	\$562,000	\$300,000	\$262,000
Construction	\$1,650,000	\$1,650,000	0
Design, Carry, Other	\$720,000	\$650,000	\$ 70,000
Total	\$4,732,000		\$ 812,000
Adjustment for Time Value of \$ Based Upon Nature of Rebate			\$ 188,000

Economic Value to the City of Vestavia Hills (10 Year Analysis):

- One time new revenue to the City of Vestavia Hills (Permit and Construction Sales Tax)= \$41,250
- Ten Year Cumulative **Net** New Revenues projected to the City of Vestavia Hills \$1,092,000
- Recurring Annual **Net** New Revenue during incentive period = \$109,200
- Recurring Annual **Gross** New Revenue at completion of incentive period = \$218,400
- Additional annual property tax provided to City and school system = \$ 68,755

*This amount is anticipated to escalate with growth in sales and stabilization of retail development