

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

1. Call to Order
2. Roll Call
3. Invocation – Ron Hige; Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
 - a. Announcement Of Vacancy On Vestavia Hills Parks And Recreation Board And Deadline For Application – Councilor Paul Head
 - b. Announcement Of Vacancy On Vestavia Hills Library Board And Deadline For Application – Mayor Ashley Curry
6. Proclamation – World Polio Day – October 24, 2019
7. Proclamation – National Hospice and Palliative Care Month – November 2019
8. Proclamation – Small Business November – November 2019
9. City Manager’s Report
10. Councilors’ Reports
11. Approval Of Minutes – October 14, 2019 (Regular Meeting)

Old Business

12. Ordinance Number 2875 – Rezoning – 2961 Green Valley Road; Rezone From Vestavia Hills R-5 (Multi-Family) To Vestavia Hills R-9 (Planned Residential District); Magnum Properties, Owner(s) (*public hearing*) (*postponed from October 14, 2019 by request of petitioner*)
13. Resolution Number 5191 – A Resolution Renaming A City Street From Pine Drive To Pine Tree Drive (*public hearing*)

New Business

14. Resolution Number 5195 – A Resolution Authorizing The City Manager To Sign An Easement Agreement For Electrical Services To The New Pools At Wald Park
15. Resolution Number 5199 - A Resolution Accepting A Bid For Street Resurfacing For The City Of Vestavia Hills

New Business (Requesting Unanimous Consent)

First Reading (No Action To Be Taken At This Meeting)

16. Resolution Number 5194 – Vacation – Lot Line/Utility Easements Located On Lots 1, 2, 3 And 4, Block 2, Meadowlawn Estates; 1st Addition; Tiebo, LLC, Owners (*public hearing*)
17. Resolution Number 5200 – A Resolution To Reinstate Incentives For Serra Automotive Group And Anthony And Mary Margaret Serra For The Purpose Of Construction Of Land And Facility Improvements And Conveyance Of Property To Be Used For Public Purposes Within The Massey Road Project (*public hearing*)
18. Ordinance Number 2880 - An Ordinance To Amend Section 12-4 Of The Vestavia Hills Code Of Ordinances Entitled “Vestavia Hills Athletic Complex Cahaba Heights” To Rename The Park As “Cahaba Heights Park” (*public hearing*)
19. Resolution Number 5196 – Annexation – 90 Day – 2312 St. Joseph Road; Lot 22, St. Joseph Retreat; Vincent And Julie Poppalardo, Owners (*public hearing*)
20. Ordinance Number 2881 – Annexation – Overnight – 2312 St. Joseph Road; Lot 22, St. Joseph Retreat; Vincent And Julie Poppalardo, Owners (*public hearing*)
21. Resolution Number 5197 – Annexation – 90 Day – 2801 Gresham Drive; Lot 13, Gresham Woods Subdivision; Carla And Robert Ingram Jr., Owners (*public hearing*)
22. Ordinance Number 2882 – Annexation – Overnight – 2801 Gresham Drive; Lot 13, Gresham Woods Subdivision; Carla And Robert Ingram Jr., Owners (*public hearing*)
23. Resolution Number 5198 – Annexation – 90 Day – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
24. Ordinance Number 2883 – Annexation – Overnight – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
25. Ordinance Number 2884 – An Ordinance Granting A Non-Exclusive Right-Of-Way Use Agreement To Level 3 Communications, LLC, For The Purpose Of Constructing And Maintaining A Fiber-Optic Transmission Line Within Certain Public Rights-Of-Way Within The City Of Vestavia Hills, Alabama (*public hearing*)
26. Citizens Comments
27. Motion for Adjournment

WHEREAS, Rotary is a global network of 1.2 million neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9% since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, Rotary's efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, there are over 5,950 Rotary members in more than 121 clubs throughout Alabama that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim October 24, 2019 as

WORLD POLIO DAY

and encourage all citizens to join me and Rotary International in the fight for a polio-free world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 23rd day of October 2019.

Ashley C. Curry
Mayor

WHEREAS, as Medicare’s first proven coordinated care model, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life; and

WHEREAS, hospice involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and

WHEREAS, hospice also attends to the patient’s emotional, spiritual and family needs, and provides family services like respite care and bereavement counseling; and

WHEREAS, hospice is one of the few sectors that demonstrates how health care can – and should - work at its best for its patients; and

WHEREAS, research indicates that timely access to hospice and palliative care can decrease hospitalizations and Emergency Room visits and increase quality of life for patients and family caregivers; and

WHEREAS, every year more than 1.5 million Americans living with life-limiting illness, and their families, received care from the nation’s hospice programs in communities throughout the United States; and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim November 2019 as

NATIONAL HOSPICE & PALLIATIVE CARE MONTH

and encourage all residents to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 23rd day of October 2019.

Ashley C. Curry
Mayor

WHEREAS, the government of Vestavia Hills, Alabama celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration there are currently 30.2 million small businesses in the United States and they represent 99.7% of all businesses with employees in the United States and are responsible for 66% of the net new jobs created from 2000 to 2017; and

WHEREAS, small businesses employ 47.5% of the employees in the private sector in the United States; and

WHEREAS, 96% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

WHEREAS, in 2018, consumers spent a record high of an estimated \$17.8 billion at independent retailers and restaurants on Small Business Saturday; and

WHEREAS, the most reported reason for consumers aware of the day to shop and dine at small independently-owned businesses was to support their community; and

WHEREAS, advocacy groups, as well as public and private organizations, in Alabama have endorsed the Saturday before Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim the month of November 2019 as

SMALL BUSINESS NOVEMBER

and urge the residents of Vestavia Hills to Shop, Dine, Play in Vestavia Hills and to support small businesses and merchants this month and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 28th day of October 2019.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

OCTOBER 14, 2019

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Dan Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Christopher Brady, City Engineer
Cinnamon McCulley, Communications Specialist

Butch Williams, Vestavia Hills Senior Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Pierce recognized Karen Odle, President of the Chamber of Commerce Board who was in attendance.
- Mayor announced the postponement of Ordinance Number 2875 by request of the petitioner which was rescheduled to be heard October 28, 2019 at 6 PM.
- Mayor announced an upcoming vacancy on the Library Board. He announced that the City Council will begin to accept applications for this vacancy beginning tomorrow morning. Deadline for application will be Monday, November 4, 2019 at 5 PM. He encouraged all interested applicants to apply.
- Mr. Head announced an upcoming vacancy on the Vestavia Hills Parks and Recreation Board. He stated that the City Council will begin to accept applications for this vacancy beginning tomorrow morning. Deadline for application will be Monday, November 4, 2019 at 5 PM. He encouraged all interested applicants to apply.

PROCLAMATION

The Mayor presented a proclamation designating October 21, 2019 as “Magic Moments Day.” Mr. Downes read the Proclamation and the Mayor presented it to Sandy Naramore, Executive Director. Mrs. Naramore stated that they are celebrating their 30th year and invited everyone to visit the website. She stated there are many major local businesses along with two local schools, Liberty Park and Pizitz.

Mr. Pierce stated that WWE used to be a popular supporter of Magic Moments and that was inspirational.

CITY MANAGER’S REPORT

- Mr. Downes stated that Moody’s Investment Services reaffirmed the City’s AAA rating with many compliments in the issue.
- Mr. Downes stated that the first small cell application was received by the City for installation of a new pole at the southern end of Montgomery Highway. He stated that the staff is aware of the “shot clock” and will be brought to Council when all information has been obtained.

COUNCILOR REPORTS

- Mrs. Cook stated that she challenges the City to bring more notice to recycling. She explained that the City can do more recycling with less contamination if the residents are informed on how to recycle and reduce contamination. She stated that one way residents can reduce contamination is to remember that the City’s recycler is a single-stream recycler, meaning recyclable materials must not be grouped into separate plastic bags. She stated that anything in a plastic trash bag goes to the landfill and counts as contamination. Contaminated recyclables (garbage) costs the City \$115 per ton to process. She has accepted a challenge from other local city councilors to see which city can reduce its contamination percentage the most. The winning city will choose a charity to which the other cities’ officials will contribute. She encouraged residents to be on the lookout for more City information on how to be good recyclers.
- Mrs. Cook gave a “shout out” to one of the Republic garbage collection employees who works the Liberty Park community. Alonso Williams has a reputation for providing great service and is friendly to everyone, but he was recently promoted to the commercial division and will no longer service the Liberty Park area. She congratulated him on his promotion and thanked him for his excellent service to the community.
- Mrs. Cook announced the inaugural Vestavia Hills Witches Ride to be held in Liberty Park on Sunday, October 20, 2019. Cost to enter is \$25 with proceeds going to the VHHS Rise Project which also benefits the UAB O’Neal Comprehensive Cancer Center. Details are on her campaign page on Facebook.

- Mr. Pierce stated that he will be attending the Chamber Board meeting Thursday morning at 7:45 AM.
- Mr. Pierce welcome Board Member, James Robinson, who is representing the Chamber Board.
- The Mayor stated that on November 7, 2019 is the regular salute to veterans which is held at the Vestavia Hills United Methodist Church. He stated that this year the keynote speaker will be a professional photographer who began chronicling WWII veterans. One of those featured veterans is Mr. Carl Cooper, a Vestavia resident and a WWII Korea and Vietnam veteran. Common theme from these veterans is, "I was just doing my duty" even though many are truly heroes. The Mayor invited everyone to attend beginning at 1:30 PM.
- Mr. Weaver announced that the Planning and Zoning Commission will meet Wednesday at 6 PM in Council Chambers, rescheduled from October 10.
- Mr. Head stated that the Parks and Recreation Board will meet in work session on Friday, October 18, 2019 at 11:30 work session in the Executive Conference Room.

FINANCIAL REPORTS

Mr. Sawaya presented the financial reports for month ending August 2019. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of the following meeting were presented for approval: September 23, 2019 (Regular Meeting).

Mr. Pierce amended the minutes to reflect that Mr. Weaver welcomed Chamber guests as he was absent.

MOTION Motion to dispense with the reading of the minutes of the September 23, 2019 (Regular Meeting); and approve them as amended was by Mrs. Cook seconded by Mr. Weaver. Roll call vote as follows:

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

OLD BUSINESS

ORDINANCE NUMBER 2872

Ordinance Number 2872 – An Ordinance For Conditional Use Approval For New Cingular Wireless PCS, LLC For Erection Of A 125’ Stealth Cellular Tower To

Replace A Light Pole At The Soccer Fields Of The Sicard Hollow Athletic Complex; Property is Zoned Institutional And Is Owned By The City Of Vestavia Hills (public hearing)

MOTION Motion to approve Ordinance Number 2872 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Weaver stated that the Planning and Zoning Commission met and considered this request and recommended approval following recordation of the access easement. According to the information provided in the agenda packet, Mr. Boone has opined that the recorded Lease Agreement was enough to secure said easement.

Andy Rotenstreich was present in regard to the request.

Mrs. Cook stated that there was information provided by the applicant stating, “This existing flagpole does not have adequate space for AT&T to install their antennas and previous proposed extensions of this tower resulted in a badly failing structural analysis.” She asked if this is something about which the City should be concerned.

Mr. Downes explained.

She asked if the structure needed to be inspected since the information seems to indicate that the existing pole might fail.

Mr. Rotenstreich responded that the statement was poorly worded and that the company did not feel the existing structure was in danger of failure. He clarified that the study included in the packet was for the proposed AT&T equipment which needed additional coverage in the area. If the new equipment were to be added to the existing pole, the structure would fail. However, as it stands today, that existing structure is fine. This new pole will be taller than the existing light pole but the lights will be replaced.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

ORDINANCE NUMBER 2873

Ordinance Number 2873 – Rezoning – 2647 Gresham Drive; Acreage Adjacent To The Former Gresham School, Now Vestavia Hills Dolly Ridge Elementary; Rezone From Jefferson County E-1 (Estate Residential) To Vestavia Hills Institutional (Institutional); City Of Vestavia Hills Board Of Education, Owner (public hearing)

MOTION Motion to approve Ordinance Number 2873 was by by Mr. Weaver seconded by Mrs. Cook

Mr. Weaver stated that the Commission considered this request and recommended institutional zoning conditioned upon the ownership of the Board. If the Board were to sell, the property would revert to compatible zoning.

The Mayor stated that he understands the Board plans to utilize this property as a parking lot.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

ORDINANCE NUMBER 2874

Ordinance Number 2874 – Rezoning Amendment – Lot 1A, Resurvey Of Lots 1 & 3; Amending Ordinance Number 2110 Conditions To Allow Construction Of A Two-Story Commercial Building And Exclude Requirement For Shared Parking With Lot 3A; Clint Gentry, Owner (public hearing)

MOTION Motion to approve Ordinance Number 2873 was by Mr. Weaver seconded by Mrs. Cook

Mr. Weaver stated this request was considered by the Planning and Zoning Commission in order to amend Ordinance 2110 which was applicable to this property as well as the adjacent lot. The original rezoning called for a cross-parking agreement, which was never completed, and limited the structure to 1 ½ stories. The plans are to build a two-story structure with the bottom floor to be used as a pharmacy. This request was recommended for approval to allow a two-story building and remove the condition for a cross-parking agreement.

Mrs. Cook asked about the four-way stop sign request in the original rezoning agreement.

Mr. Brady stated that Engineering has not received a request for a four-way stop.

Michael Williams, representing the owner, stated that, when this was previously approved, the dentist office that intended to lease the space required the four-way stop, but that VHPD had denied the request because it was too close to the traffic light.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

NEW BUSINESS

RESOLUTION NUMBER 5190

Resolution Number 5190 – A Resolution To Approve A Plan For Street Resurfacing Pursuant To The Requirements Of The Rebuild Alabama Act

MOTION Motion to approve Resolution Number 5190 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes explained that this plan approval is required by the State of Alabama to comply with the Rebuild Alabama Act. He stated that the paving schedule will be posted on the City's website following approval by the City Council.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5192

Resolution Number 5192 – A Resolution Re-Appointing A Member To The Design Review Committee

The Mayor stated that he nominated the reappointment of Jeff Slaton who is currently serving an unexpired term of a previous member.

MOTION Motion to approve Resolution Number 5192 was by Mr. Weaver seconded by Mrs. Cook.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5193

Resolution Number 5193 – A Resolution Approving An Alcohol License For American Multi Cinema Inc., D/B/A AMC Dine-In Vestavia Hills 10 for a 160 – Special Retail license; Kevin Michael Conner, Adam Maximillian Aron and John David McDonald, executives (public hearing)

MOTION Motion to approve Resolution Number 5193 was by Mr. Pierce seconded by Mrs. Cook.

Jeremiah Fountain, General Manager, was present in regard to the request.

Mr. Pierce asked about training of employees to prevent service to underage minors.

Mr. Fountain stated that they have only one bar location in the establishment and everyone has an ID check prior to service. He stated that employees are trained and bartenders are further trained through the responsible vendor program.

Mrs. Cook asked why the new application to serve alcohol.

Mr. Fountain said a change in ownership necessitated the new application.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

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

- Ordinance Number 2875 – Rezoning – 2961 Green Valley Road; Rezone From Vestavia Hills R-5 (Multi-Family) To Vestavia Hills R-9 (Planned Residential District); Magnum Properties, Owner(s) (*public hearing*) (*postponed from October 14, 2019 by request of petitioner*)
- Resolution Number 5191 – A Resolution Renaming A City Street From Pine Drive To Pine Tree Drive (*public hearing*)

CITIZEN COMMENTS

Karen Odle commended Ms. Leavings for her assistance in changing the name of Pine Tree Drive, which will be considered by the City Council at the next meeting, stating this has been a source of frustration for business owners on the street.

Mrs. Cook commended the Mayor for completing his Alabama League of Municipalities Certified Municipal Official training. She stated she knew just how much work it was to complete the 40 hours of training.

At 6:35 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 6:36 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2875

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-5 TO VESTAVIA HILLS R-9

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-5 (multi-family residential district) to Vestavia Hills R-9 (planned residential district):

2961 Green Valley Road
Magnum Properties, Owner(s)

Part of the NW ¼ of the NW ¼ of Section 22, Township 18, Range 2 West, more particularly described as follows:

Commence at the NW corner of Section 22, Township 18 South, Range 2 West, thence East along the north line of said Section for 353.0 feet to the point of beginning, that point being also on the south right-of-way line of Green Valley Road; thence continue on last described course and along said right-of-way of 160.0 feet; thence 88 degrees 22 minutes right and in a southerly direction 329.59 feet to a point on the north line of Wallace Murphy's property; thence 106 degrees 20 minutes 15 seconds right and parallel with the Birmingham Water Works Pipe Line right-of-way and along the north line of said Wallace Murphy's property and in a northwesterly direction for a distance of 166.65 feet; thence 73 degrees 09 minutes and 45 seconds right and in a northerly direction 287.27 feet to the point of beginning.

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

Ashley C. Curry
Mayor

ATTESTED BY:

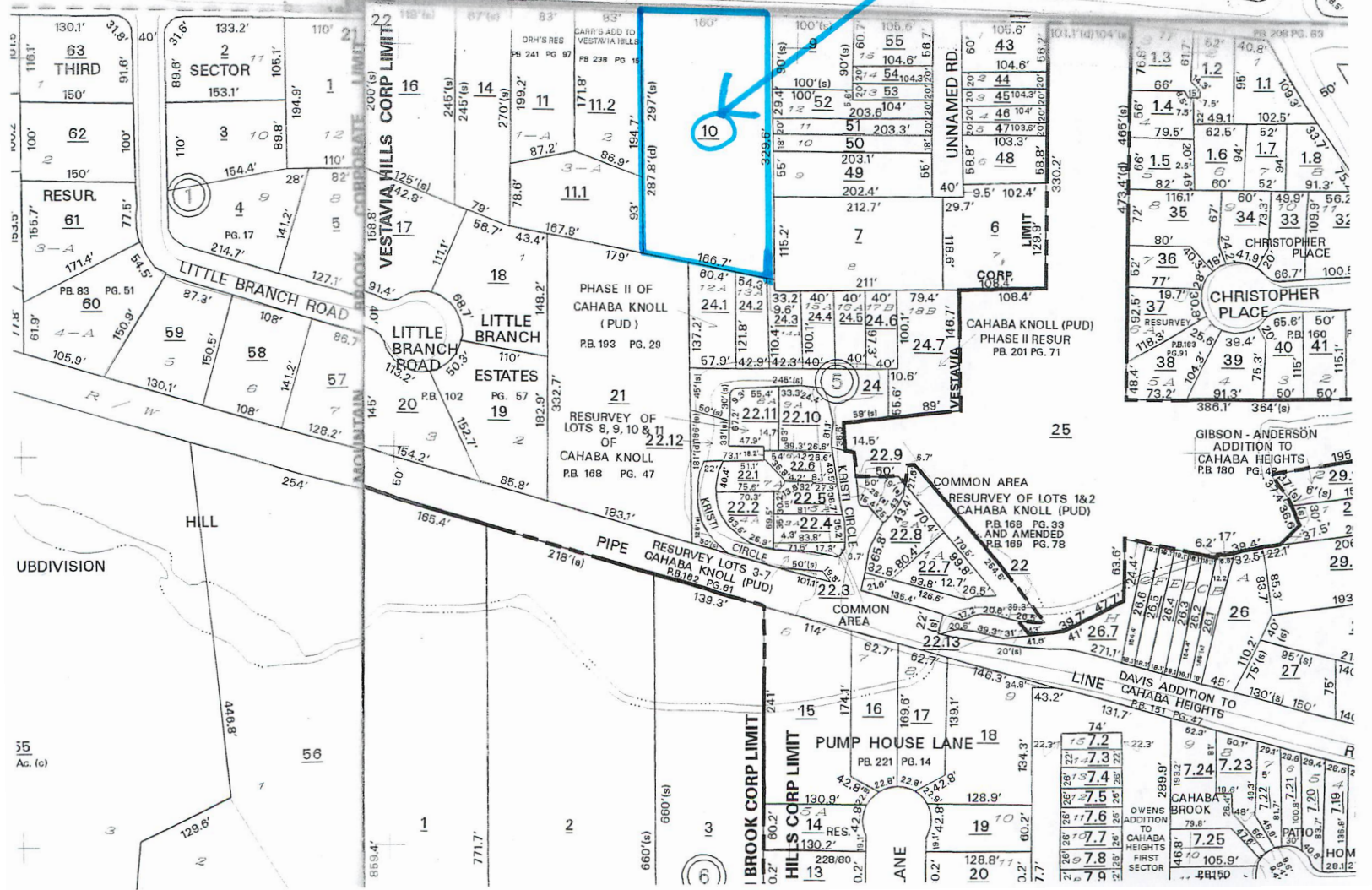
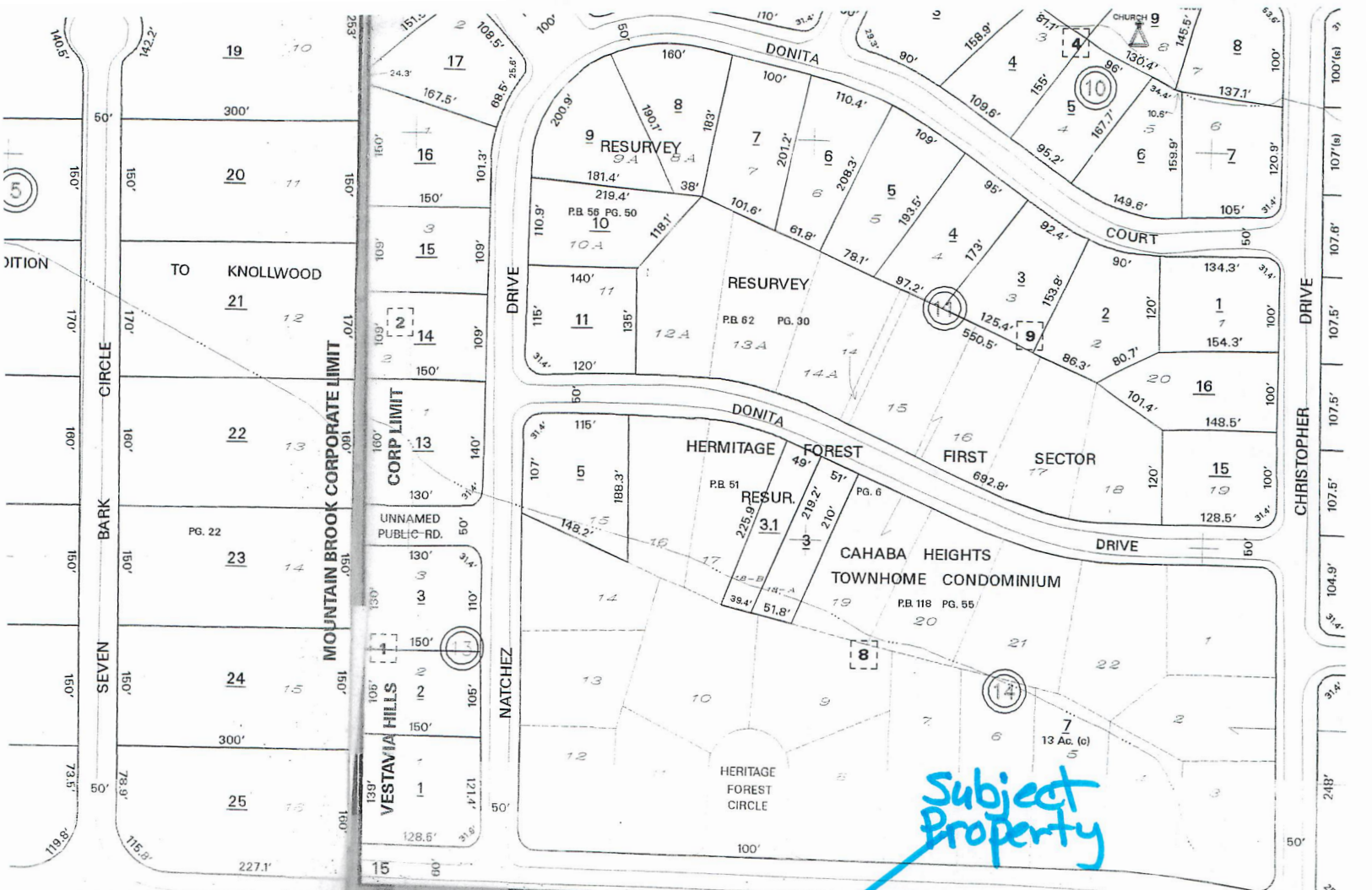
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2875 is a true and correct copy of such 28th day of October, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



Subject Property

10

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

Date: **AUGUST 08, 2019**

- **CASE:** P-0819-38
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-5 to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 2961 Green Valley Rd.
- **APPLICANT/OWNER:** Magnum Properties, LLC
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 2961 Green Valley Rd. from R-5 to R-9. The applicant would demolish the four unit apartment building and construct 11 single family homes/lots. The lots would have a front setback of 8', side setbacks of 5' between dwellings, and a rear setback of 10'. All roads, sidewalks and improvements will be private and maintained by a homeowner's association. The proposed site plan, renderings, and covenants are attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The plan states this property is for low density residential, however, it borders a medium residential single family product on both sides and would provide less density than an entitled multi-family development.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Gilchrist made a motion to recommend Rezoning from Vestavia Hills R-5 to Vestavia Hills R-9 for the property located At 2961 Green Valley Rd.. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

Mr. Weaver– yes

Mr. Larson – yes

Motion carried.

Mr. Vercher – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes

CARR & ASSOCIATES ENGINEERS, INC.
 153 CAHABA VALLEY PARKWAY
 FLEMING, ALABAMA 35124
 PHONE (205) 664-4444 FAX (205) 664-4466
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 LAND SURVEYORS
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NO.	DESCRIPTION	BY	REVIEW	DATE

REVISION	DATE	DESCRIPTION

DATE:	7/2/19
DESIGN FILE:	76.205
DESIGN ENGINEER:	J. E. CARR
DESIGN CHECKER:	J. E. CARR
SCALE:	1" = 20'

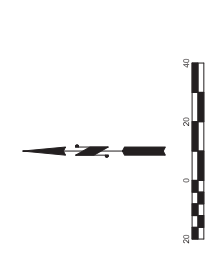
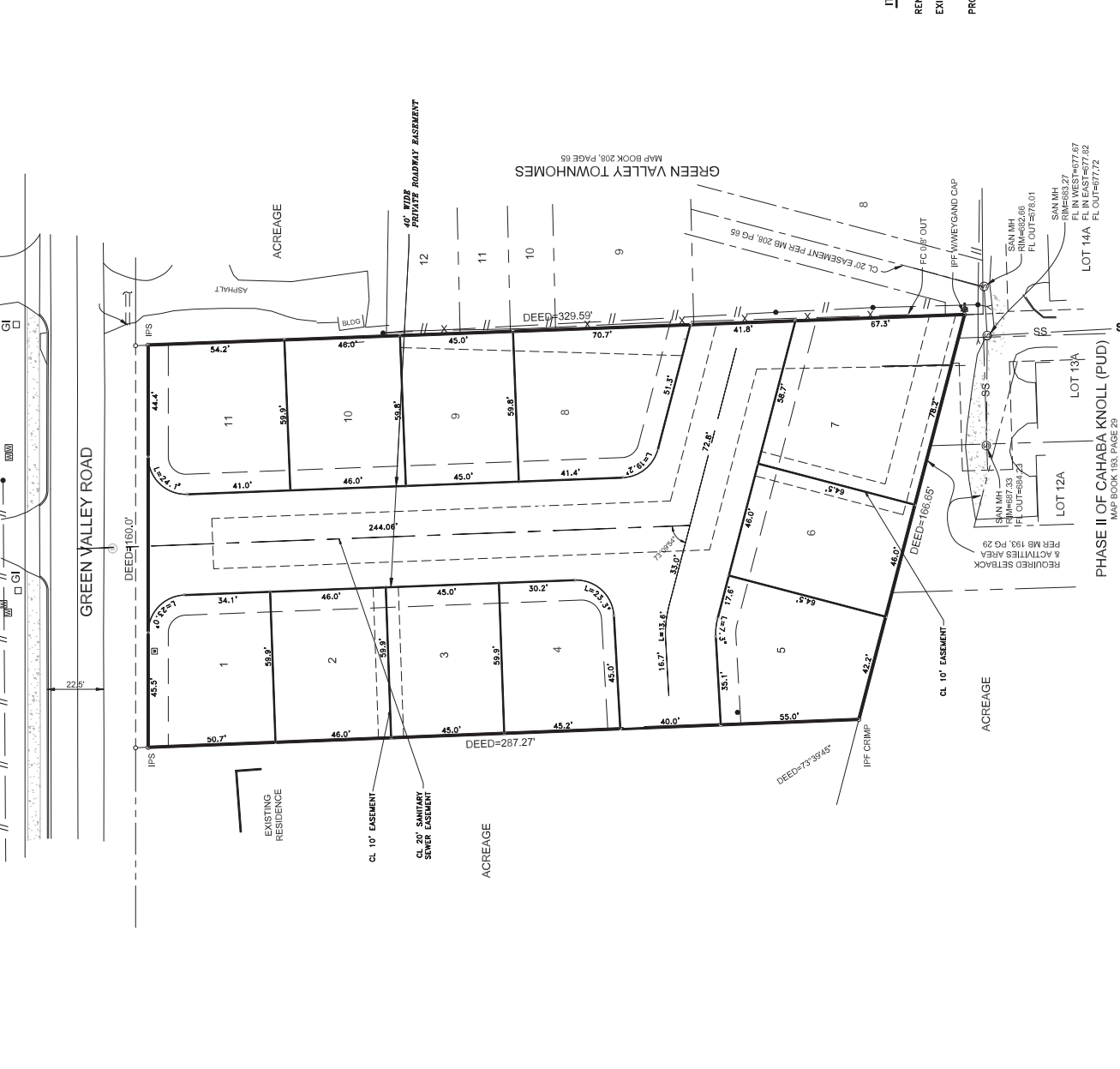
MAGNUM PROPERTIES, LLC
 CLIENT
THE COTTAGES ON GREEN VALLEY
 PROJECT NAME
CITY OF VESTAVIA HILLS
 PROJECT NO. 76.205
 DRAWING TITLE: **LOT LINES**
 SHEET NO. 1 OF 1
 DATE: 7/2/19

LOT SIZES

LOT NO.	AREA
1	2,929.70 SQ FT
2	2,755.72 SQ FT
3	2,686.99 SQ FT
4	3,115.23 SQ FT
5	3,115.23 SQ FT
6	2,966.83 SQ FT
7	4,414.76 SQ FT
8	2,652.42 SQ FT
9	2,754.06 SQ FT
10	3,267.18 SQ FT
11	
12	

ITE TRIP GENERATION ESTIMATION

RENTAL UNITS	6.59 TRIPS/UNIT
EXISTING ZONING	12 UNITS
PROPOSED USE	73 TRIPS/DAY
	73 TRIPS PER DAY



The Cottages on Green Valley

A RESIDENTIAL SUBDIVISION
 SITUATED IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF
 SECTION 22, TOWNSHIP 18 SOUTH, RANGE 2 WEST
 THE CITY OF VESTAVIA HILLS,
 JEFFERSON COUNTY, ALABAMA

11 LOTS
 ZONED: R-9

PREPARED FOR:
 DEVELOPER:
 Magnum Properties, LLC
 2106 Devereux Circle
 Birmingham, Alabama 35243
 FED ID No. 63-1203282

CONTACT: PRICE HIGHTOWER
 (205) 970-2363

PROFESSIONAL CIVIL ENGINEER:  DATE: 6/27/19
 JOEL B. CHILDERS, AL. REG. NO. 22167

PROFESSIONAL LAND SURVEYOR:  DATE: 6/27/19
 BARTON F. CARR, AL. REG. NO. 16685




SHEET INDEX

SHEET NUMBER	SHEET TITLE
76.205-01	TITLE SHEET
76.205-02	BOUNDARY AND TOPOGRAPHIC SURVEY
76.205-03	DEMOLITION PLAN
76.205-04	PRELIMINARY PLAT
76.205-05	GRADING PLAN
76.205-06	UTILITY PLAN
76.205-07	CBMPP PHASE I
76.205-08	CBMPP PHASE II
76.205-09	CBMPP PHASE III
76.205-10	CBMPP DETAILS
76.205-11	ROAD #1 and #2 PLAN/PROFILE
76.205-12	STORM PROFILES
76.205-13	DETAILS (SHEET 1)
76.205-14	DETAILS (SHEET 2)
76.205-15	SANITARY SEWER S-1 PLAN/PROFILE
76.205-16	SANITARY SEWER DETAILS (SHEET 1)
76.205-17	SANITARY SEWER DETAILS (SHEET 2)



VICINITY MAP
 NOT TO SCALE

PID No. 28 00 22 2 005 010.000


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Prepared By:

 Carr & Associates Engineers, Inc.
 153 Cahaba Valley Parkway
 Pelham, Alabama 35124
 (205) 664-6488
 July, 2019



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 153 CAHABA VALLEY PARKWAY
 FLEMING, ALABAMA 35124
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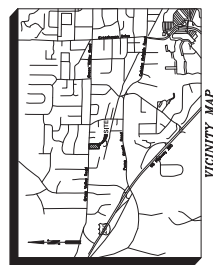
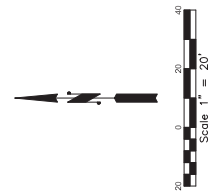
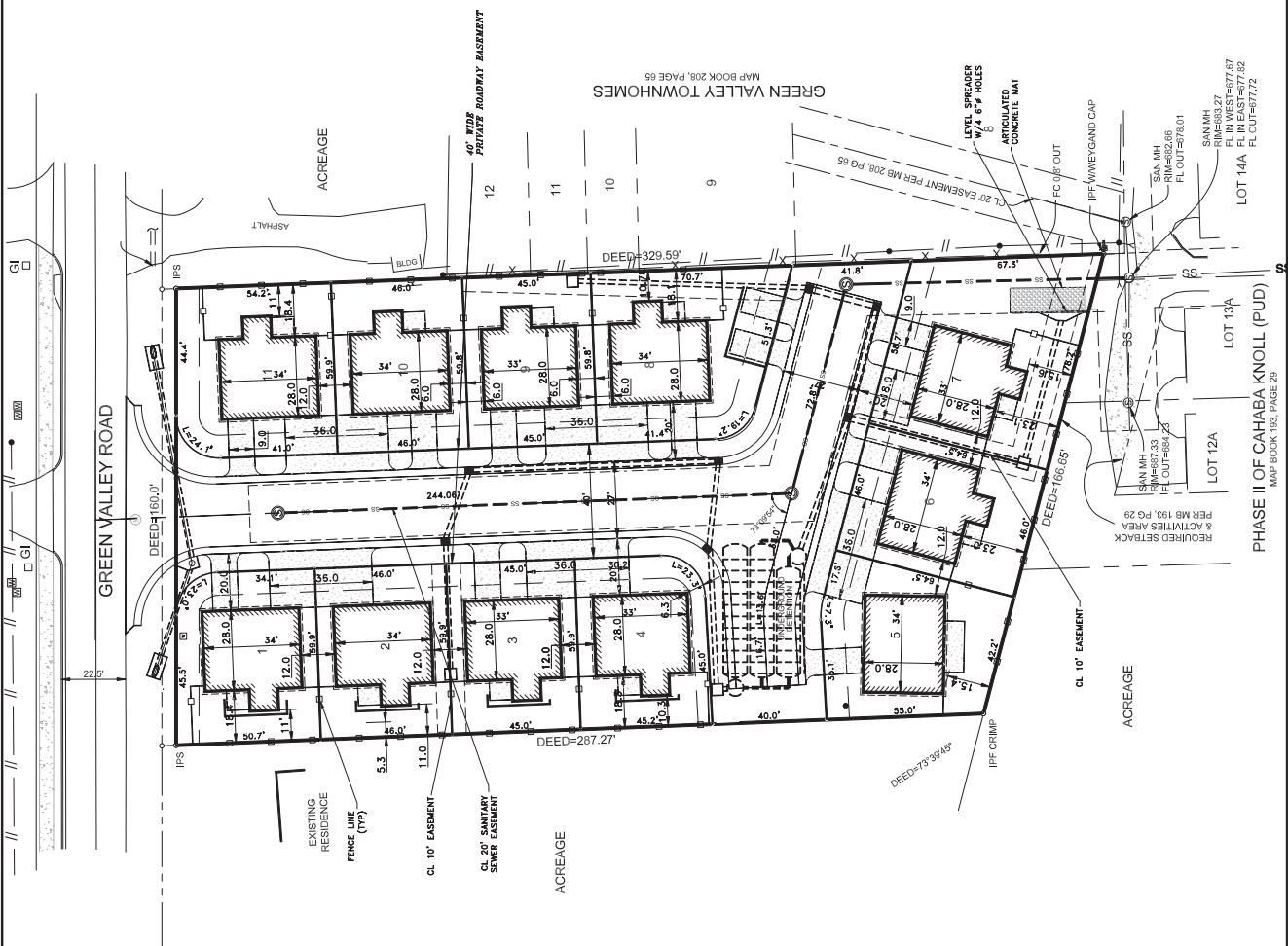
REVISION	REVIEW	PRODUCTION

MAGNUM PROPERTIES, LLC
 CLIENT
 PROJECT NAME:
 THE COTTAGES ON GREEN VALLEY
 CITY OF VESTAVIA HILLS
 JEFFERSON COUNTY, ALABAMA
 DRAWING TITLE:
 PRELIMINARY PLAT
 SCALE: 1"=20'
 DATE: 7/2/19
 DESIGN TEAM: JBC, JSC
 DESIGN ENGINEER: J. E. CARR
 CHECKER: JBC
 FIELD BOOK:
 SURVEYOR:
 NO. 76,205
 PROJECT NO. 76,205
 SHEET 1 OF 1
 DWG. NO. 76,205-04

LOT SIZES

LOT NO.	AREA
1	2,929.70 SQ. FT.
2	2,755.72 SQ. FT.
3	2,696.99 SQ. FT.
4	3,195.23 SQ. FT.
5	2,966.83 SQ. FT.
6	4,414.76 SQ. FT.
7	3,659.29 SQ. FT.
8	2,754.06 SQ. FT.
9	2,754.06 SQ. FT.
10	2,754.06 SQ. FT.
11	3,267.18 SQ. FT.

ITE TRIP GENERATION ESTIMATION
 RENTAL UNITS 6.59 TRIPS/UNIT
 EXISTING ZONING 12 UNITS
 PROPOSED USE 11 UNITS
 79 TRIPS/DAY
 73 TRIPS PER DAY



PHASE II OF CAHABA KNOLL (PUD)
 MAP BOOK 193, PAGE 29

LOT 14A
 SAN MH
 RIM=693.27
 FL IN WEST=677.67
 FL IN EAST=677.62
 FL OUT=677.72

LOT 13A
 SAN MH
 RIM=692.86
 FL IN WEST=677.01
 FL IN EAST=677.02

LOT 12A
 SAN MH
 RIM=684.23
 FL IN WEST=676.57
 FL IN EAST=676.52

LOT 11A
 SAN MH
 RIM=683.27
 FL IN WEST=677.67
 FL IN EAST=677.62
 FL OUT=677.72

LOT 10A
 SAN MH
 RIM=682.86
 FL IN WEST=678.01
 FL IN EAST=678.02

LOT 9A
 SAN MH
 RIM=682.86
 FL IN WEST=678.01
 FL IN EAST=678.02

LOT 8A
 SAN MH
 RIM=683.27
 FL IN WEST=677.67
 FL IN EAST=677.62
 FL OUT=677.72

LOT 7A
 SAN MH
 RIM=684.23
 FL IN WEST=676.57
 FL IN EAST=676.52

LOT 6A
 SAN MH
 RIM=693.27
 FL IN WEST=677.67
 FL IN EAST=677.62
 FL OUT=677.72

LOT 5A
 SAN MH
 RIM=692.86
 FL IN WEST=678.01
 FL IN EAST=678.02

LOT 4A
 SAN MH
 RIM=692.86
 FL IN WEST=678.01
 FL IN EAST=678.02

LOT 3A
 SAN MH
 RIM=693.27
 FL IN WEST=677.67
 FL IN EAST=677.62
 FL OUT=677.72

LOT 2A
 SAN MH
 RIM=692.86
 FL IN WEST=678.01
 FL IN EAST=678.02

LOT 1A
 SAN MH
 RIM=692.86
 FL IN WEST=678.01
 FL IN EAST=678.02

CLIENT: **MAGNUM PROPERTIES, LLC**
 PROJECT NO. 76.205
 DRAWING TITLE: **GRADING PLAN**
 THE COTTAGES ON GREEN VALLEY
 CITY OF VESTAVIA HILLS
 JEFFERSON COUNTY, ALABAMA

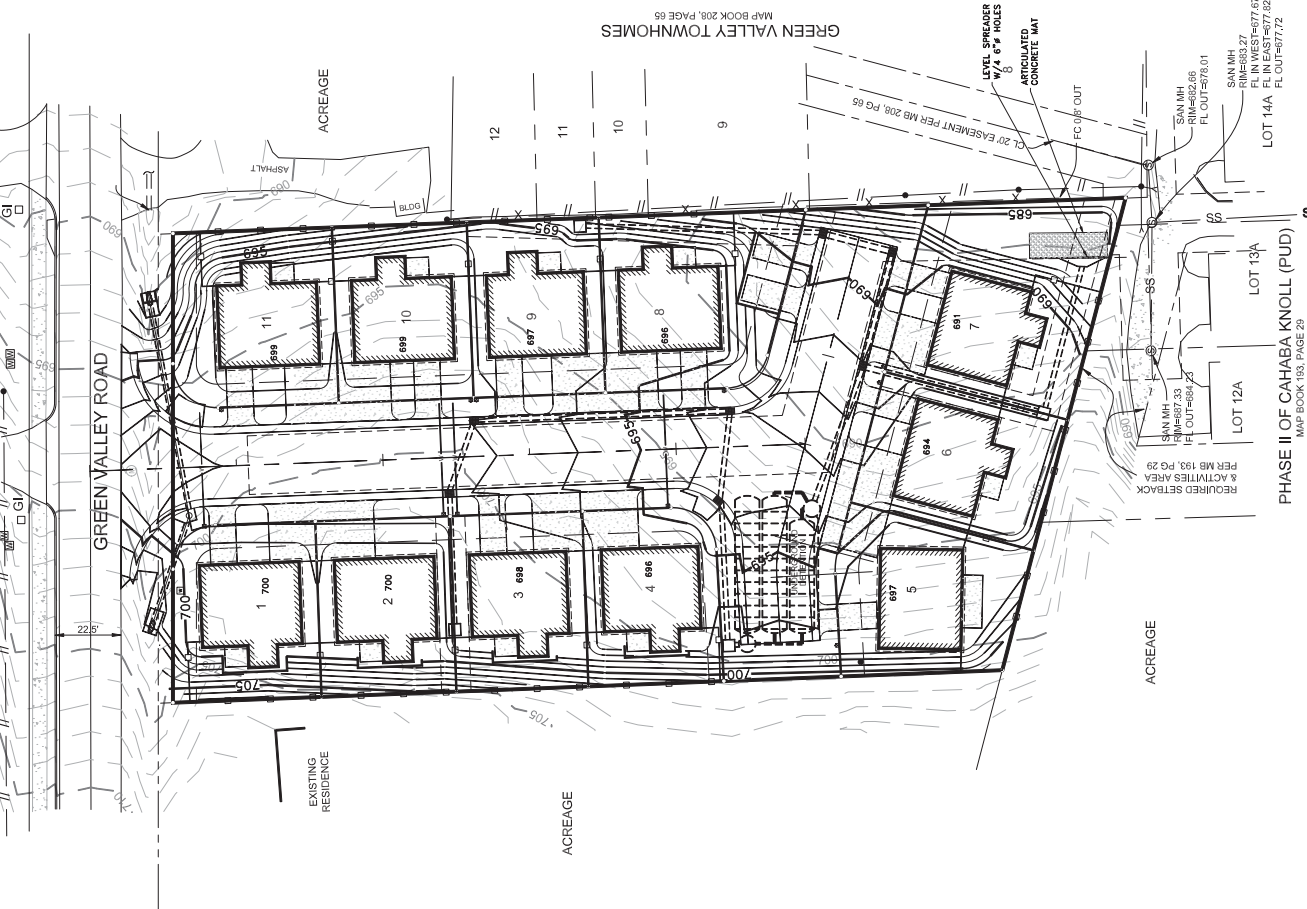
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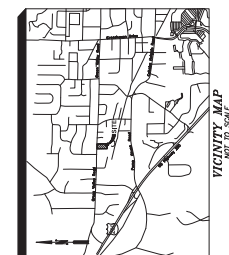
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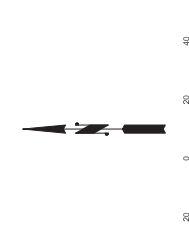
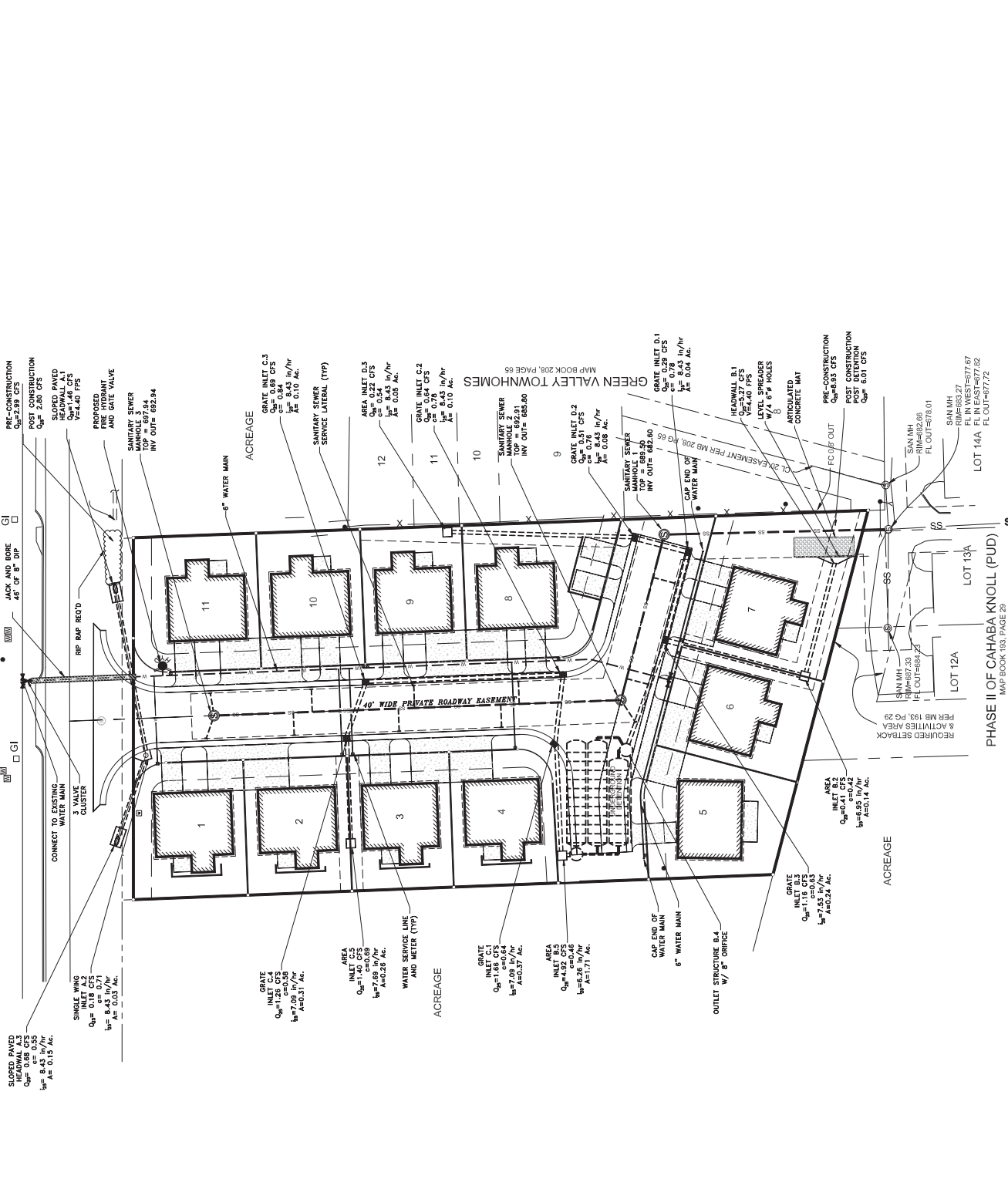
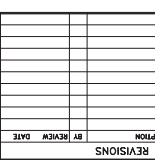



 Scale 1" = 20'
 0 20 40



MAP BOOK 193, PAGE 29
PHASE II OF CAHABA KNOLL (PUD)
 MAP BOOK 208, PAGE 65
GREEN VALLEY TOWNHOMES

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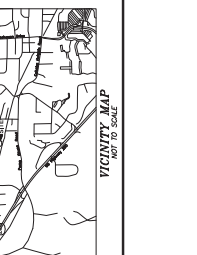


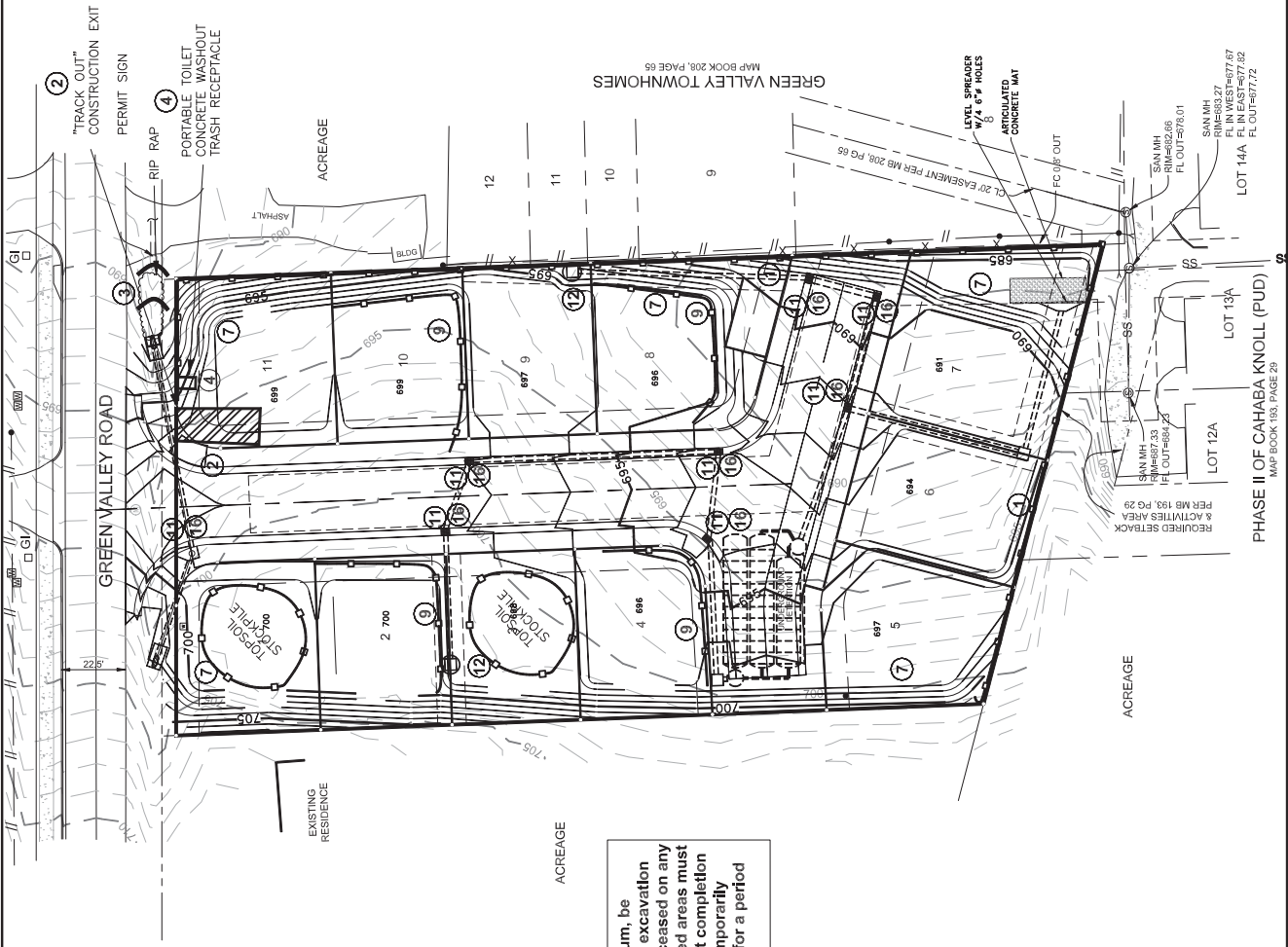
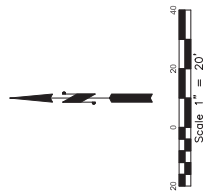
PRE-CONSTRUCTION
 Q_p=2.89 CFS
 POST CONSTRUCTION
 Q_p=2.80 CFS
 SLOPED PAVED
 Q_p=0.08 CFS
 h_p=8.43 in/hr
 A=0.15 Ac.
 SLOPED PAVED
 Q_p=0.71 CFS
 h_p=8.43 in/hr
 A=0.03 Ac.
 SINGLE WING
 Q_p=0.18 CFS
 h_p=8.43 in/hr
 A=0.03 Ac.
 CONNECT TO EXISTING
 WATER MAIN
 Q_p=0.18 CFS
 h_p=8.43 in/hr
 A=0.03 Ac.
 RIP RAP RECD
 Q_p=0.18 CFS
 h_p=8.43 in/hr
 A=0.03 Ac.
 PROPOSED
 FIRE HYDRANT
 AND GATE VALVE
 SANITARY SEWER
 MANHOLE 3
 RIM=662.86
 INV OUT=662.94

ACREAGE
 6" WATER MAIN
 GRATE INLET C.3
 Q_p=0.08 CFS
 h_p=8.43 in/hr
 A=0.10 Ac.
 SANITARY SEWER
 SERVICE LATERAL (TYP)
 AREA INLET D.3
 Q_p=0.22 CFS
 h_p=8.43 in/hr
 A=0.05 Ac.
 GRATE INLET C.2
 Q_p=0.04 CFS
 h_p=8.43 in/hr
 A=0.10 Ac.
 SANITARY SEWER
 MANHOLE 2
 RIM=662.86
 INV OUT=663.80

ACREAGE
 GRATE INLET D.2
 Q_p=0.01 CFS
 h_p=8.43 in/hr
 A=0.08 Ac.
 SANITARY SEWER
 MANHOLE 1
 RIM=662.86
 INV OUT=662.60
 CAP END OF
 WATER MAIN
 Q_p=0.01 CFS
 h_p=8.43 in/hr
 A=0.04 Ac.
 HEADWALL B.1
 Q_p=0.40 CFS
 h_p=8.43 in/hr
 A=0.40 CFS
 LEVEL SPREADER
 W/ 6" HOLES
 CONCRETE MAT
 PRE-CONSTRUCTION
 Q_p=6.93 CFS
 POST CONSTRUCTION
 Q_p=5.01 CFS

ACREAGE
 GRATE INLET B.3
 Q_p=1.16 CFS
 h_p=7.53 in/hr
 A=0.24 Ac.
 INLET B.2
 Q_p=0.41 CFS
 h_p=6.95 in/hr
 A=0.14 Ac.
 REQUIRED SETBACK
 PER MS 193, PG 29
 SAN MH
 RIM=662.86
 FL OUT=662.86
 SAN MH
 RIM=663.27
 FL IN WEST=677.67
 FL IN EAST=677.62
 FL OUT=677.72





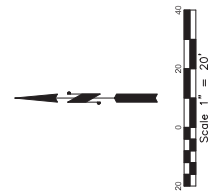
Final stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavation or other earth disturbing activities have permanently ceased on any portion of the site. Temporary stabilization of disturbed areas must be initiated immediately whenever work toward project completion and final stabilization of any portion of the site has temporarily ceased on any portion of the site and will not resume for a period exceeding thirteen (13) calendar days.

- ### PHASE IIA
- #### SCHEDULE OF EVENTS
- ⑥ COMMENCE TOPSOIL STRIPPING/STOCKPILING AND MASS GRADING. TOPSOIL STOCKPILES ARE TO BE LOCATED AS SHOWN. COMPLETED IMMEDIATELY AND TEMPORARILY SECURED. TEMPORARY FENCE SHALL BE PLACED AROUND THE PERIMETER OF EACH STOCKPILE. COMMENCE MASS GRADING.
 - ⑦ STABILIZE AND TEMPORARILY GRASS ALL BARREN AREAS AND COMPLETED SLOPES, INCLUDING HOUSE PAD/SITES.
 - ⑧ SPREAD REMOVED TOPSOIL AS NEEDED AND IMMEDIATELY TEMPORARILY GRASS.
 - ⑨ PLACE TYPE "A" SEDIMENT FENCE ON GRADED LOTS AS SHOWN.

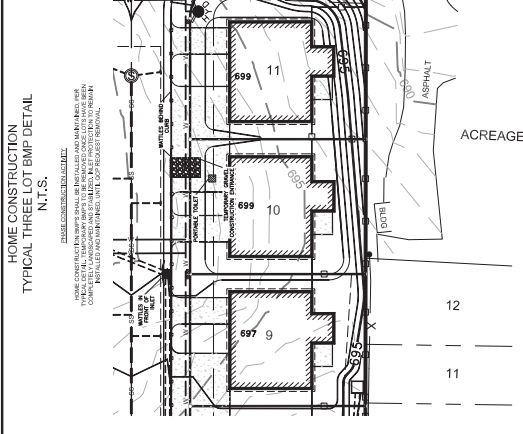
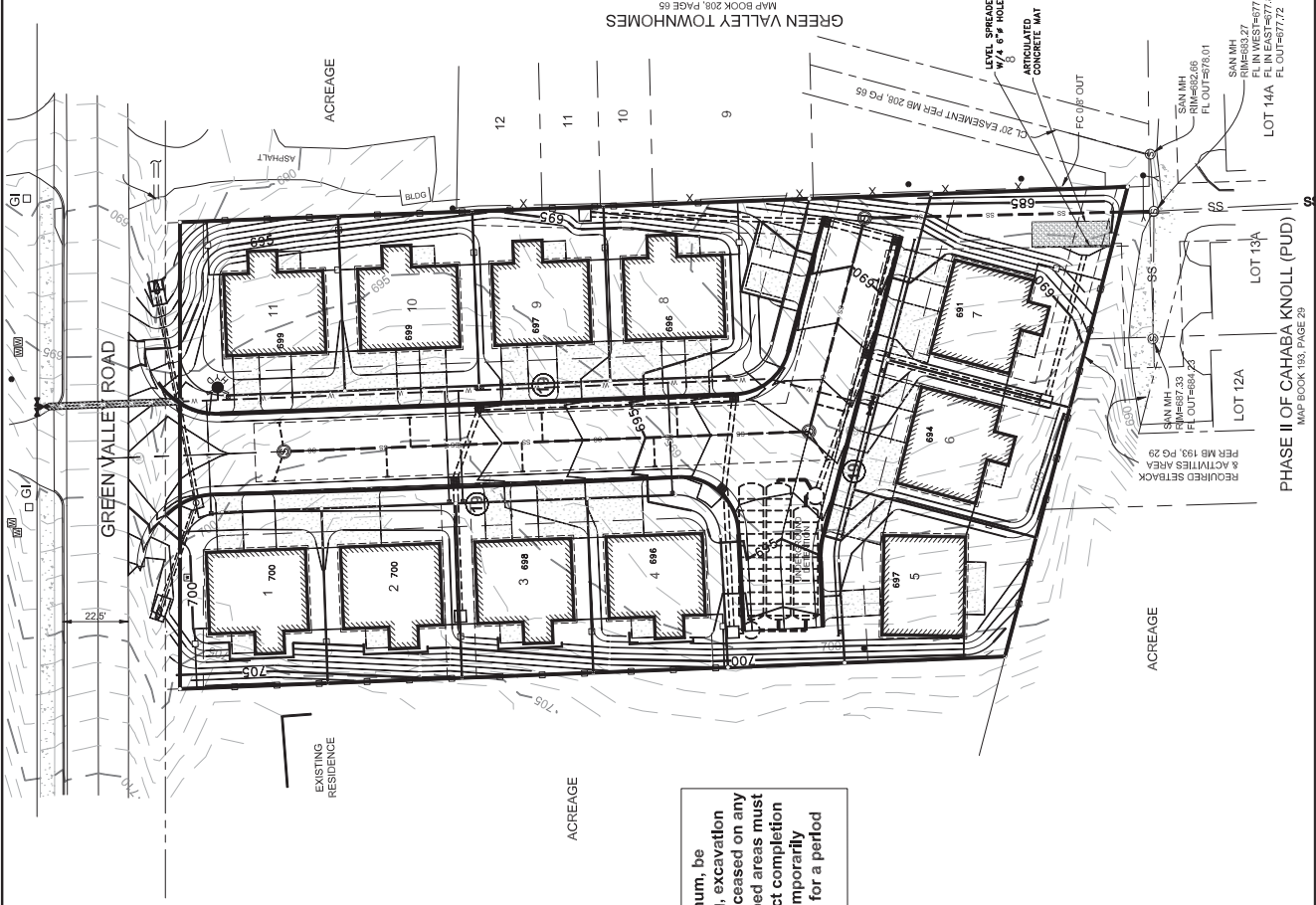
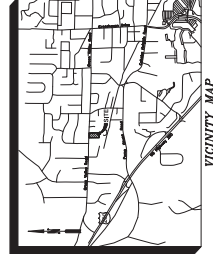
- ### PHASE IIB
- #### SCHEDULE OF EVENTS
- ⑩ INSTALL UNDERGROUND DETENTION CHAMBERS, FILTERS, AND INLET PIPING. INSTALL AND CALCULATE CONCRETE MAT IMMEDIATELY UPON THE INSTALLATION OF STORM PIPING.
 - ⑪ INSTALL GOMES INLET PROTECTION IMMEDIATELY UPON COMPLETION OF EACH CURB INLET EOP.
 - ⑫ INSTALL 9" FILTERSOXX AROUND ALL COMPLETED AND TOPPED YARD INLETS.

- ### PHASE IIC
- #### SCHEDULE OF EVENTS
- ⑬ INSTALL WATERSEWER UTILITIES AND IMMEDIATELY INSTALL DENSE GRADE BASE.
 - ⑭ FINAL GRADE SLOPES AND INSTALL EROSION CONTROL BLANKETS WITH SEED ON SLOPES SHOWN AS GREATER THAN OR EQUAL TO 3:1.
 - ⑮ REMOVE DOMED INLET PROTECTION ALONG ROAD ONLY. CONSTRUCT CURB & GUTTER.
 - ⑯ IMMEDIATELY INSTALL 9" FILTERSOXX AT CURB INLETS UPON COMPLETION OF THE CURB. PAVE THE ROAD.
 - ⑰ UPON INSPECTION OF THE TEMPORARY SEEDING BY THE OGP TO CONFIRM THE SLOPES AND OTHER BARREN AREAS ARE STABILIZED, REMOVE ALL PERIMETER SEDIMENT FENCE.
 - ⑱ PERMANENTLY GRASS ALL TEMPORARILY GRASSED AND ALL BARREN AREAS.

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<p>DRAWING TITLE: CBMP PHASE II</p>		<p>SCALE: 1"=20'</p>	
<p>DATE: 7/2/19</p>		<p>DESIGN FIRM: 76.205</p>	
<p>DESIGN ENGINEER: P. E.</p>		<p>DESIGN FIRM: JBC</p>	
<p>DESIGNER: JBC</p>		<p>CLIENT: JBC</p>	
<p>PROJECT NO. 76.205</p>		<p>PROJECT NO. 76.205</p>	
<p>SHEET 2 OF 3</p>		<p>SHEET 2 OF 3</p>	



Final stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavation or other earth disturbing activities have permanently ceased on any portion of the site. Temporary stabilization of disturbed areas must be initiated immediately whenever work toward project completion and final stabilization of any portion of the site has temporarily ceased on any portion of the site and will not resume for a period exceeding thirteen (13) calendar days.



- PHASE III**
- SCHEDULE OF EVENTS**
- 19 PLACE 6" FILTER SOCK BEHIND ALL CURBS & GUTTER.
 - 20 REMOVE DOMED INLET PROTECTION FROM REMAINING INLETS AND CONSTRUCT INLET TOPS.
 - 21 INSPECT ALL STABILIZATION.
 - 22 REMOVE APPROPRIATE BMP AT HOME SITE AND REPLACE WITH BMP'S AS SHOWN.
 - 23 REMOVE REMAINING BMP'S.

MAGNUM PROPERTIES, LLC
THE COTTAGES ON GREEN VALLEY
CITY OF VESTAVIA HILLS
JEFFERSON COUNTY, ALABAMA
CBMPP PHASE III

CLIENT: MAGNUM PROPERTIES, LLC
 PROJECT NO.: 76.205
 SHEET NO.: 3 OF 3
 DWG. NO.: 76.205-09

DATE:	7/2/19
DESIGNER:	JAC
CHECKER:	JAC
DESIGN ENGINEER:	JAC
SCALE:	1" = 20'

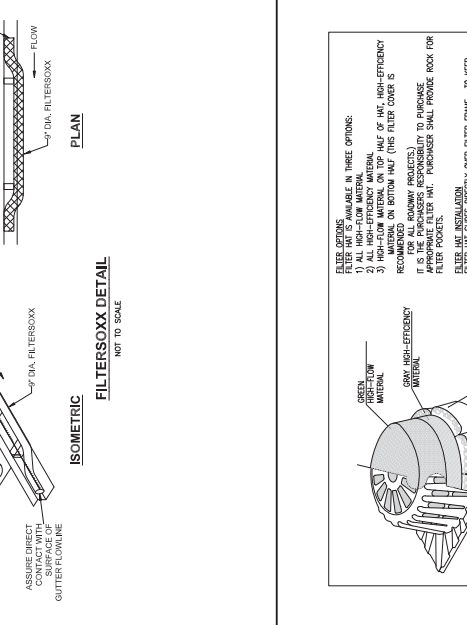
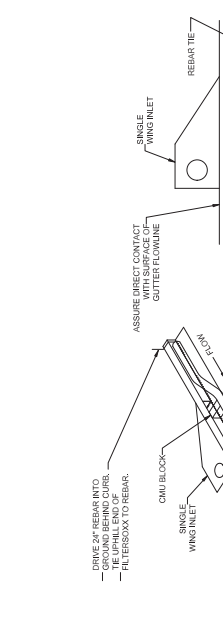
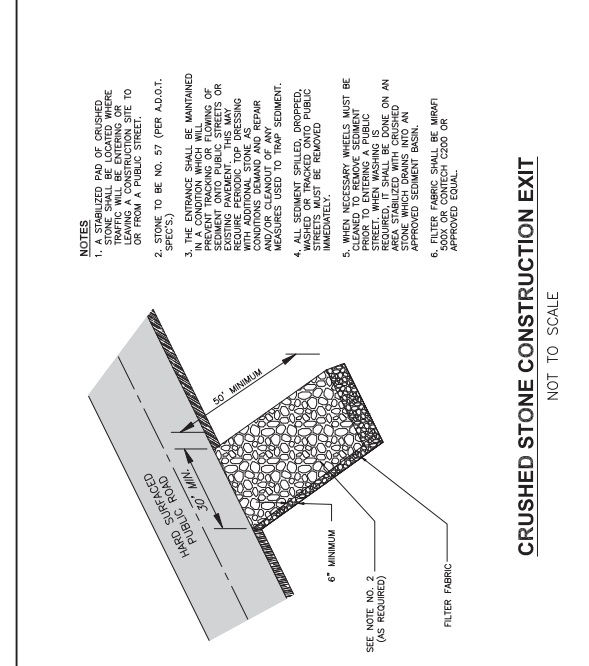
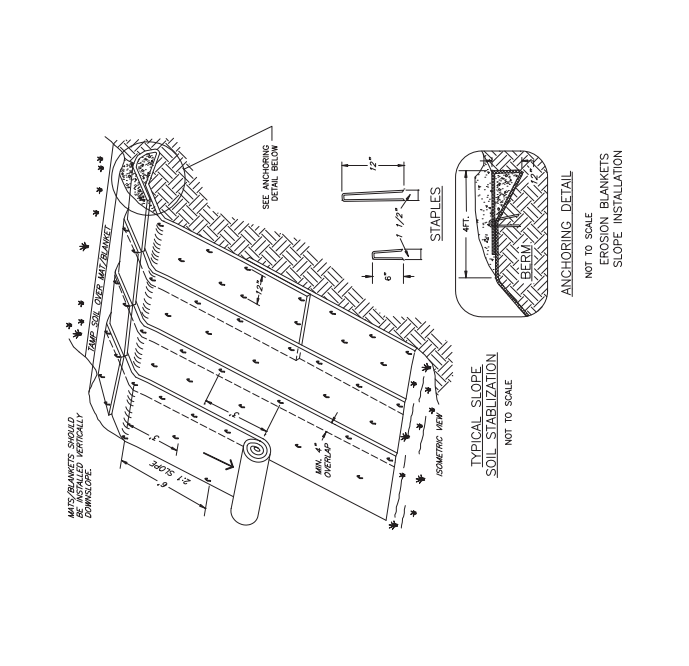
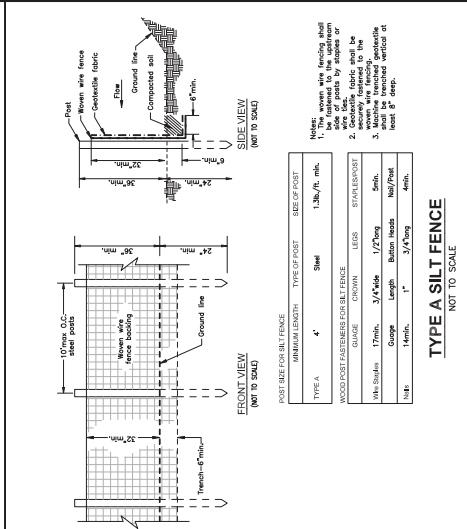
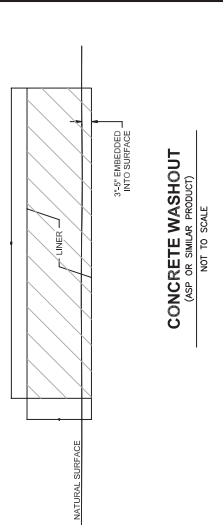
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PROJECT NO.: 76.205
 SHEET NO.: 3 OF 3
 DWG. NO.: 76.205-09

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NO.	DESCRIPTION	BY	REVIEW	DATE

NO.	DESCRIPTION	BY	REVIEW	DATE



REPLACEMENT FILTERS, MODEL # S-200

FRAME MATERIAL: BLACK 0.3" W/WEAVE
 FILTER FABRIC MATERIAL: REFERS TO SPEC
 SCALES: NOT TO SCALE
 SET LENGTH: 16' x 16'
 PHONE: (770) 388-7918 FAX: (770) 388-7940 TOLL FREE: 1-888-382-SUX (7486) www.siltwater.com

FRAME & FILTER DISCHARGE ANALYSIS

HEAD (FT)	QUANTITY USED	OPENING AREA (SQ FT)	FRAME FLOW AREA (SQ FT)	FILTER FLOW AREA (SQ FT)	FILTER FLOW CAPACITY (GPM)
0.5	0	0	3.5	19	12
1.0	0	0	7.0	41	18
1.5	0	0	10.5	61	25
2.0	0	0	14.0	81	32
2.5	0	0	17.5	101	39
3.0	0	0	21.0	121	47

NOTE: TO DRAINAGE SOIL, A TRANSITION WILL OCCUR BETWEEN EACH HEAD. THE FILTER FLOW CAPACITY WILL BE USED FOR EACH SIZING CALCULATION.
 FILTERS ALLOWING 120 GPM/SF OR 0.284"/SF
 OFFICE ELEVATION (O) = 0.640(gpm)/1.5
 FILTER FLOW CAPACITY (F) = 0.640(gpm)/1.5
 FILTER FLOW CAPACITY (F) = 0.640(gpm)/1.5
 FILTER FLOW CAPACITY (F) = 0.640(gpm)/1.5
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 FILTER FLOW CAPACITY (F) = 0.640(gpm)/1.5

THE COTTAGES ON GREEN VALLEY
CITY OF VESTAVIA HILLS
JEFFERSON COUNTY, ALABAMA

ROADS #1 AND #2 PLAN/PROFILE

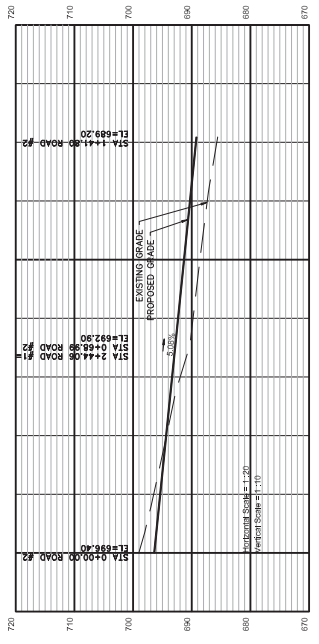
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DESIGNER	DESIGNER			
DRAWN	DRAWN			

NO.	DESCRIPTION	BY	REVIEW	DATE

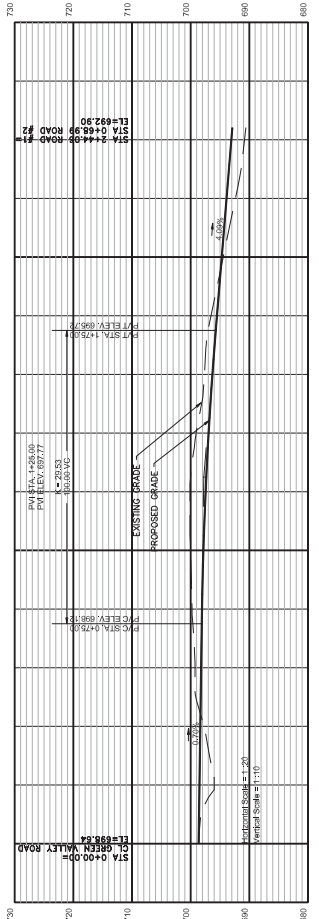
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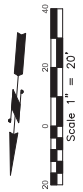
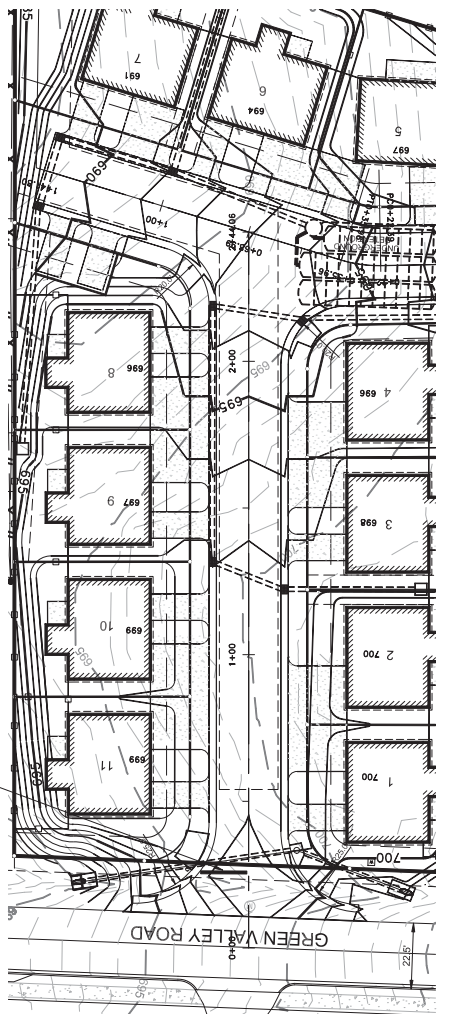
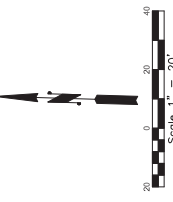
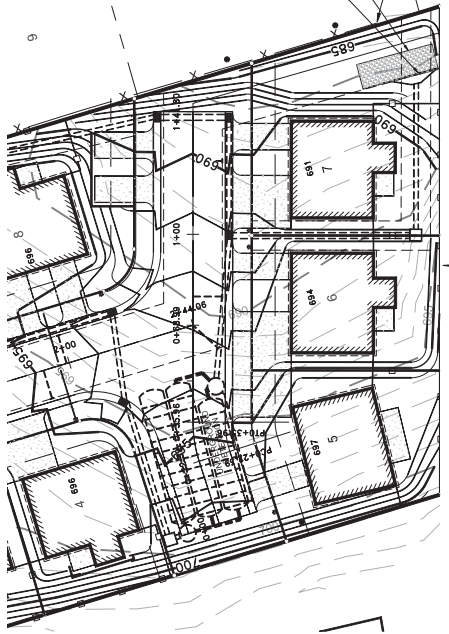
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ROAD #2 PLAN/PROFILE



ROAD #1 PLAN/PROFILE



STA 0+00.00 ROAD #2
EL=696.40

STA 2+44.06 ROAD #1
EL=692.90

STA 1+41.80 ROAD #2
EL=689.20

STA 0+00.00 ROAD #2
EL=698.64

STA 2+44.06 ROAD #1
EL=692.90

RT-1 STOP SIGN AND STOP BAR

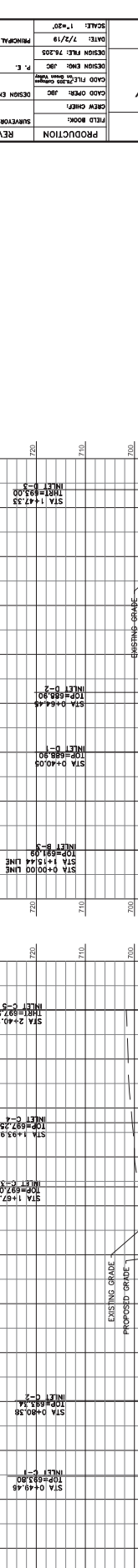
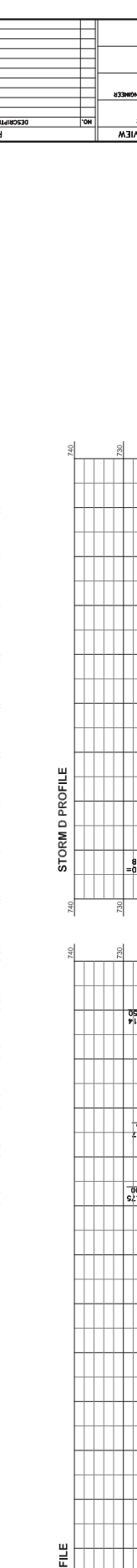
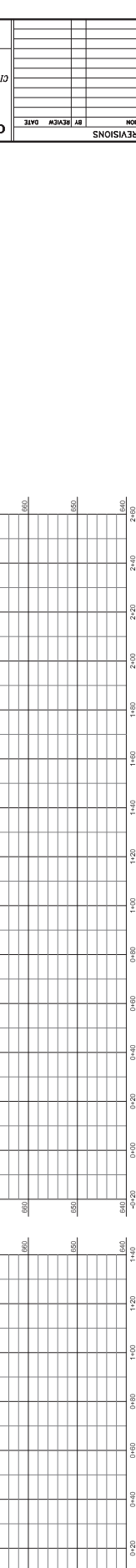
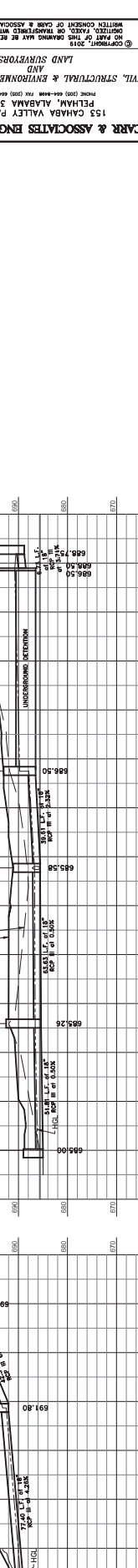
DATE: 7/2/19	SCALE: 1"=20'
DESIGNER: JMC	DESIGNER: JMC
CHECKED: JMC	CHECKED: JMC
DESIGNED: JMC	DESIGNED: JMC
PROJECT NO. 76.205	SHEET 1 OF 1
76.205-1	

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CARR & ASSOCIATES ENGINEERS, INC.
 CIVIL, STRUCTURAL & ENVIRONMENTAL ENGINEERS
 AND
 LAND SURVEYORS
 153 CAHAHA VALLEY PARKWAY
 PLEASANT HARBOR, ALABAMA 36724
 PHONE (205) 664-4444 FAX (205) 664-4488
 WWW.CARR-ENGINEERS.COM

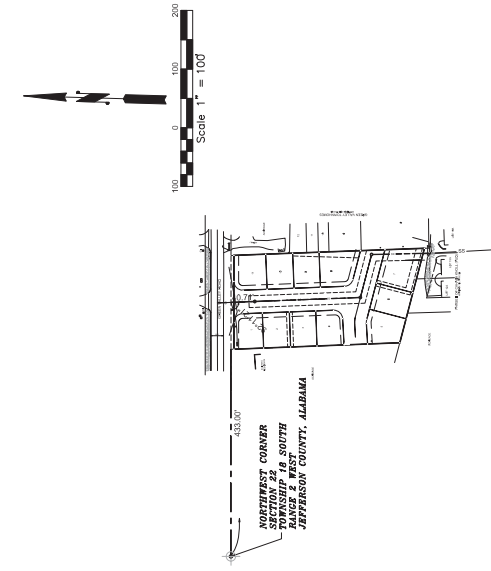
PROJECT NO. 76.205
 DRAWING INVALID WITHOUT SEAL

NO.	DESCRIPTION	BY	REVIEW	DATE



NO.	DESCRIPTION	BY	REVIEW	DATE

FIELD	BOOK	SHEET



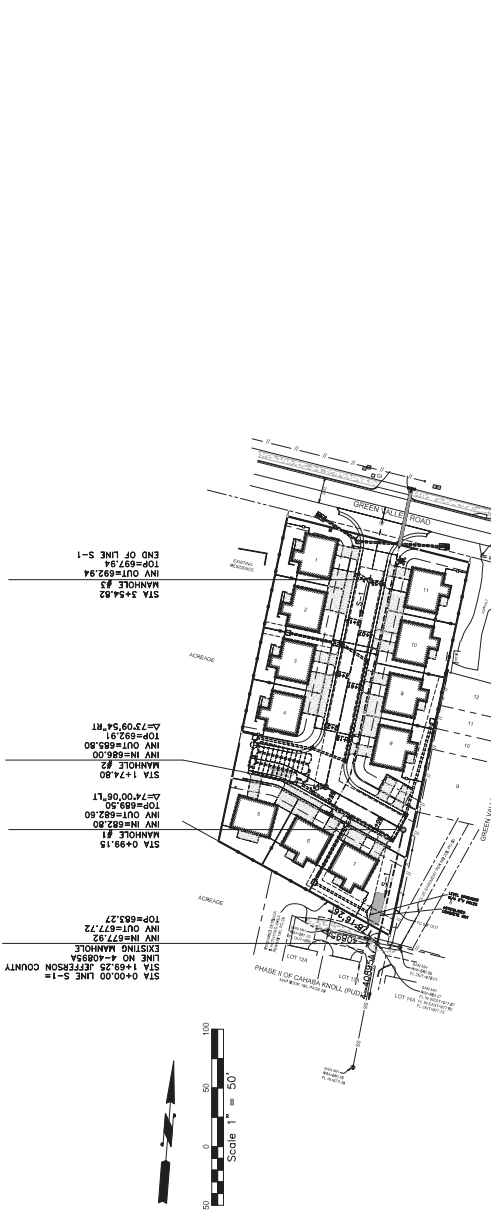
OWNER:
 GRANT'S MILL, LLC
 153 CAHAHA VALLEY PARKWAY
 FLETCHER, ALABAMA 35243
 CONTACT: RICE HADLEY
 PHONE: (205) 664-6466
STATIONING: 1+69.25 TO 1+89.25
ADJUSTMENT: 1/2" OF SECTION 22, THE
 TOWN AND SUBDIVISION ACT, 1901, AS AMENDED,
 CITY OF VESTALVA HILLS, ALABAMA
 JEFFERSON COUNTY, ALABAMA

SECTION TIE
 SCALE: 1" = 100'

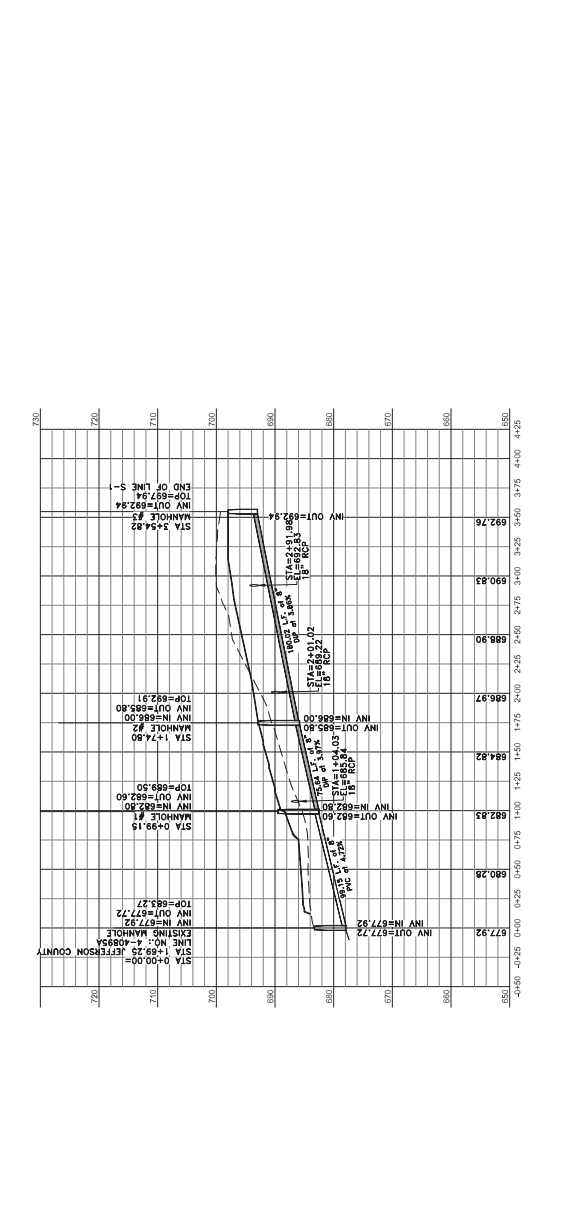
NOTE: ALL MATERIALS TO BE 4" DIP

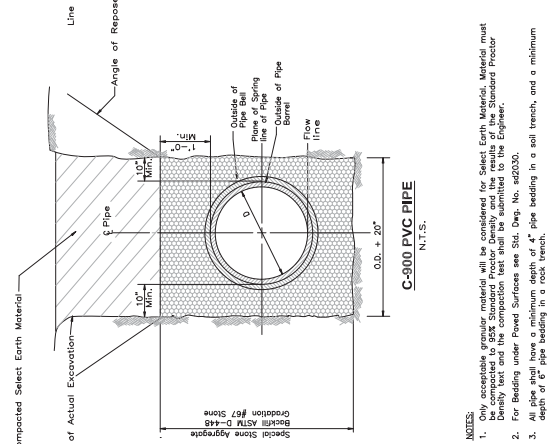
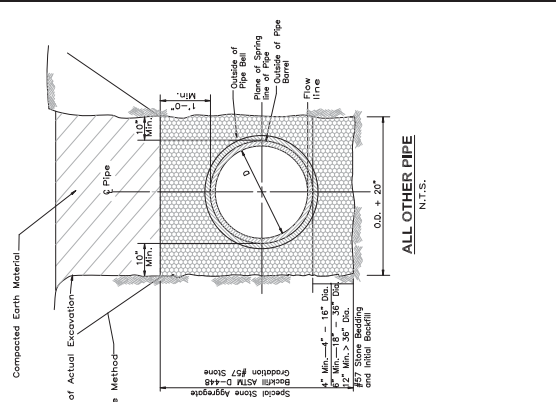
**JEFFERSON COUNTY STANDARD
 NOTES FOR 8 INCH AND LARGER
 SANITARY SEWERS**

- All construction shall be in accordance with the standards and specifications of the Alabama Department of Transportation and the Alabama State Highway Department, and applicable to S.H.A. regulations, as applicable.
- The Contractor shall notify the Jefferson County Environmental Services Department 325-5127 at least 24 hours prior to beginning construction. There shall be no changes in plans or specifications without approval by the Jefferson County Environmental Services Department.
- Ductile iron pipe shall be Pressure Class 350 or better.
- PVC pipe shall be AWWA C900, Cast Iron (CI) standard dimensions. Dimension Ratio (DR) 18. Pressure Class (PC) 150 psi or better.
- In each trench, four inches of crushed stone shall be placed under sewer lines of 12 inches in diameter or smaller and six inches for larger diameters. The trench shall be backfilled with crushed stone to a depth of 12 inches above the pipe. In rock trenches, six inches shall be backfilling with crushed stone to a depth of 12 inches above the pipe. The total backfill shall be crushed stone and properly checked.
- At the discretion of the ESD Inspector, a connection of Sanitary sewer pipe (8 inch through 16 inch) of diameter sizes or for repair of sanitary sewer pipes of similar materials may be made by joining together two pipe sections of the same type. Couplings with non-reinforced elastic material specifically for dimensions of the pipe shall be used. The pipe shall have not and not tightening clamps or devices made of 316 stainless steel, with an adjustable stainless steel shear pin and nut. The pipe shall have a minimum thickness of 1/2 inch and shall be installed as recommended and specified by the manufacturer. Each coupling shall bear the manufacturer's name and required markings.
- Manholes shall meet ASTM specification C475. Joints between manhole sections shall be offset tongue and groove "u" type, supplied with Tylor Super Seal pre-lubricated gaskets as specified in the manufacturer's installation instructions. Each manhole shall also be supplied with Corrosal CS-231 walkstep sealant as manufactured by Concrete Sealants, in widths as indicated on the drawing. Each manhole shall have a minimum diameter of 48 inches and a minimum thickness of 5 inches. All manhole cores shall be of the concrete type. Manholes may be finished to street grade with brick and mortar. The minimum depth shall be as indicated on drawings.

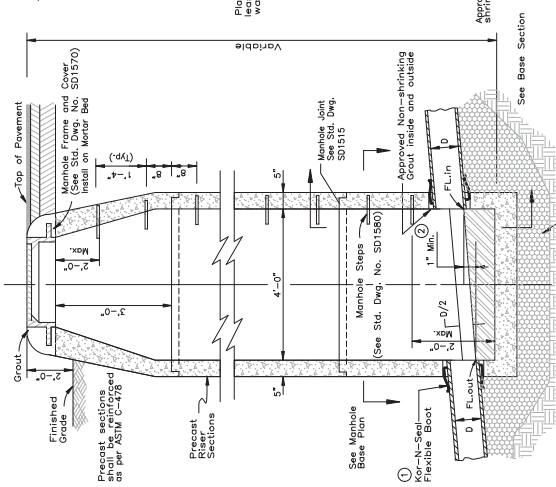
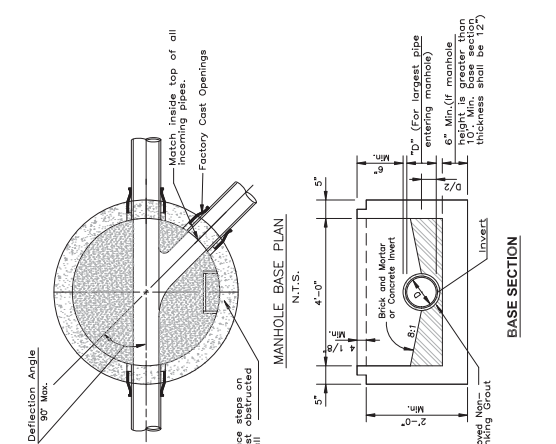


STATION	INVERT	OUTLET	MANHOLE	TOP
1+69.25	882.80	882.80	#1	885.27
1+74.80	882.80	882.80	#2	885.27
1+77.22	882.80	882.80	#3	885.27
1+82.80	882.80	882.80	#4	885.27
1+89.25	882.80	882.80	#5	885.27

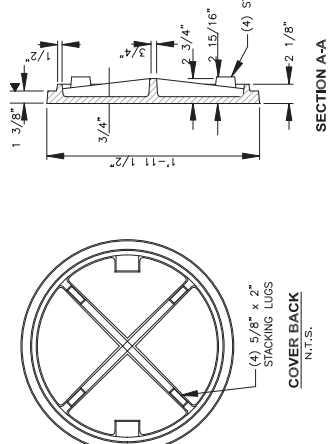
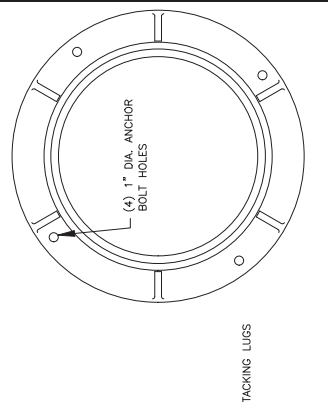




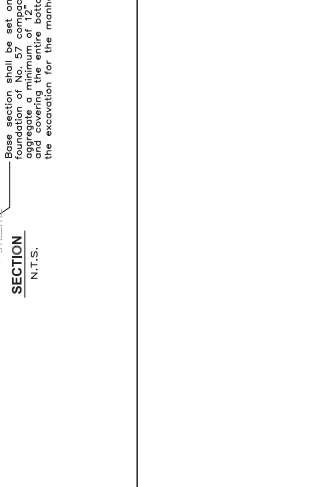
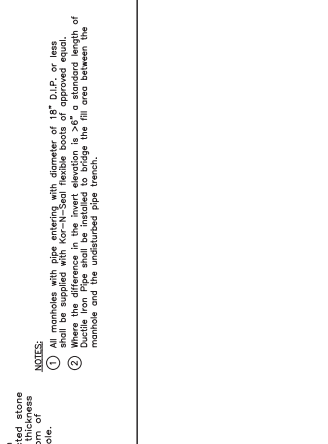
NOTES:
 1. Only acceptable grout material will be considered for Select Earth Material. Material must be approved by the Engineer. Grout shall be placed in accordance with the approved procedure. Density test and the compaction test shall be submitted to the Engineer.
 2. For Bedding under Paved Surfaces see Std. Dwg. No. SD0230.
 3. All pipe shall have a minimum depth of 4" pipe bedding in a soil trench, and a minimum depth of 6" pipe bedding in a rock trench.



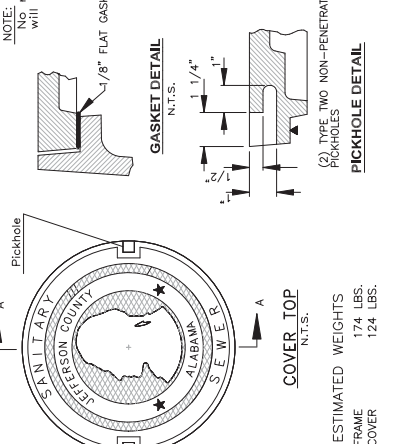
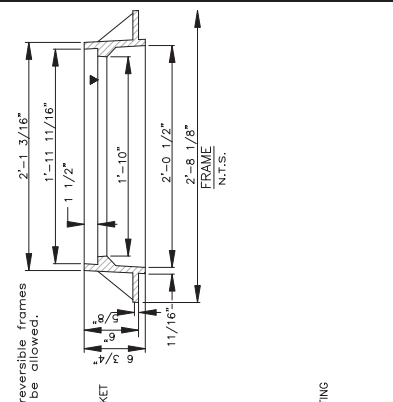
NOTES:
 1. Manhole with pipe enters with diameter of 14\"/>



NOTES:
 No reversible frames will be allowed.



ESTIMATED WEIGHTS
 FRAME 174 LBS.
 COVER 124 LBS.



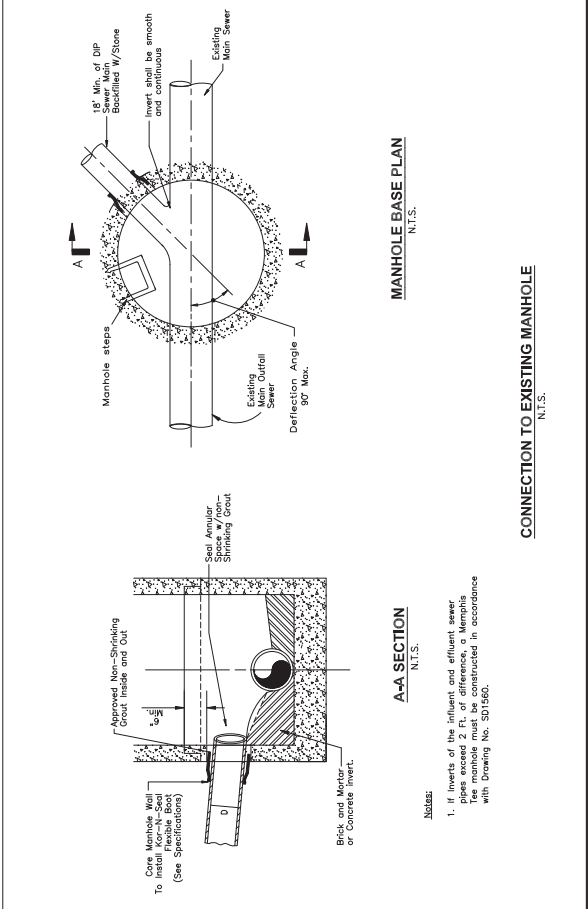
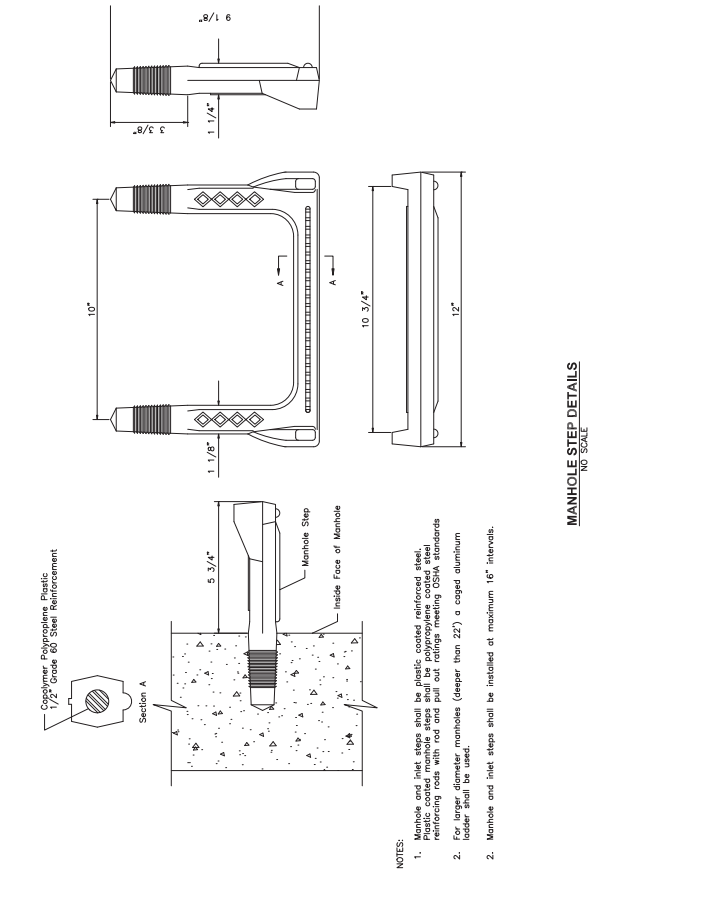
ESTIMATED WEIGHTS
 FRAME 174 LBS.
 COVER 124 LBS.



ESTIMATED WEIGHTS
 FRAME 174 LBS.
 COVER 124 LBS.

CARR & ASSOCIATES ENGINEERS, INC.
 153 CAHABA VALLEY PARKWAY
 FLEMING, ALABAMA 35124
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CAE
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P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



cottages

at green valley

The City of Vestavia Hills



TOWER
HOMES

CURRENT BUILDING



CURRENT STREETScape



CONCEPT OF STREETScape



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



Cottages at Green Valley, The City of Vestavia Hills, AL

COMMUNITY MAP WITH LANDSCAPING P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



GREEN VALLEY ROAD

ELEVATIONS



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



Cottages at Green Valley, The City of Vestavia Hills, AL

PLAN 1188



PLAN 1136



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5

STATE OF ALABAMA)

JEFFERSON COUNTY)

**DECLARATION OF PROTECTIVE COVENANTS
FOR
THE COTTAGES ON GREEN VALLEY, A RESIDENTIAL SUBDIVISION**

THIS **DECLARATION OF PROTECTIVE COVENANTS** (the “Declaration”) is made as of this the ____ day of _____, 2019, by **GRANT’S MILL, LLC**, an Alabama limited liability company (“Developer”), and declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (the “Protective Covenants”).

WHEREAS, the Developer is the owner of certain real property located in Jefferson County, Alabama and more particularly described on Exhibit A attached hereto, which real property the Developer plans, by phases, to develop into a residential subdivision to be known as The Cottages on Green Valley (the “Subdivision”); and

WHEREAS, the Developer has completed the Subdivision, the plat for which is recorded in Map Book _____, Page _____, in the Office of the Judge of Probate of Jefferson County, Alabama (the “Record Map”); and

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of real property herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to these Protective Covenants, all of which are for the benefit of the said real property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the establishment and enforcement of uniform standards of development quality and the effective preservation of the appearance, value and amenities to create a not-for-profit corporation (the “Association”) to which should be delegated and assigned the powers of maintaining and administering certain areas thereof which benefit all owners of property therein and enforcing these Protective Covenants and of levying, collecting and depositing such charges and assessments as may be authorized in this Declaration for that purpose; and

WHEREAS, the Developer intends to incorporate the Association under the Alabama Nonprofit Corporation Act for the purpose of, among other things, exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, together with all other real property that the Developer may elect to add thereto pursuant to and in accordance with Section 2.03 hereof, is and shall be held, transferred, sold, conveyed, leased, rented and occupied subject to these Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their grantees, heirs, successors and assigns.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1.01 “Additional Property” shall mean and refer to any real property lying adjacent to or in close proximity with the Property (but which does not presently comprise any part of the Property) which the Developer may from time to time submit and add to the provisions of this Declaration.

Section 1.02 “Association” shall mean and refer to The Cottages on Green Valley Homeowners Association, Inc., a not-for-profit corporation, to be formed in accordance with this Declaration under the Alabama Nonprofit Corporation Act, as well as its successors or assigns, and these Protective Covenants are referred to in the Articles of Incorporation (the “Articles”) and By-Laws (the “By-Laws”) of the Association.

Section 1.03 “Builder” shall mean any person who, or entity that, purchases, otherwise acquires or otherwise comes to own one or more Lots for the purpose of constructing a Dwelling thereon for later sale to consumers or lease to renters. No Builder shall be responsible for the obligations of Developer or the Association under this Declaration, except as expressly set forth herein or as otherwise agreed to by such Builder.

Section 1.04 “Common Area” or “Common Areas”, as the case may be, shall mean and refer to all real and/or personal property, including property which the Association owns, leases, holds an easement upon, or otherwise maintains for the use or enjoyment of the members of the Association, including, without limitation, a right of use, such as but not limited to, easements for ingress and egress to and within the Property, easements for parking on the Parking Areas (as defined below), and easements for surface water collection and retention or detention. The use of the Common Areas shall be restricted to streetlights, landscape, entry features, drainage and retention or detention, medians, sidewalks and other pedestrian and/or bicycle paths, lighting, or any other use which the Board of Directors or other governing body of the Association may allow. The Common Areas shall be maintained by the Association, as provided below. **Notwithstanding anything herein to the contrary, in no event shall the City of Vestavia be responsible for the maintenance or repair of any Common Areas.** Until such time as the Association Turnover (as defined below) occurs, the Developer reserves the right in its discretion to increase, decrease or otherwise alter the Common Areas.

Section 1.05 “Common Expense” shall mean and refer to all expenditures made or incurred by or on behalf of the Developer or Association, as the case may be, in connection with the operation, maintenance and repair of the Common Areas.

Section 1.06 “Detention Facility” shall mean any area located on, under, about or within the Property serving as a detention structure or facility, including but not limited to berms, swales or any facility designated as a “detention pond” or a “proposed detention facility” on the Record

Map of all or any portion of the Property. The Detention Facility may be located underground. The Detention Facility shall be deemed part of the "Common Areas".

Section 1.07 "Developer" shall mean and refer to Grant's Mill, LLC, an Alabama limited liability company, or its successors or assigns if such successors or assigns acquire any portion of the property from Grant's Mill, LLC, or its successors or assigns, assume in writing the obligations of Developer, and are designated as successor developer by Grant's Mill, LLC, or its successors or assigns. No mortgagee of the Property shall become Developer merely by virtue of acquiring an ownership interest in the Developer's interest in all or any part of the Property as a result of realizing on the Property as collateral for a loan to Developer or its successors or assigns. Such a mortgagee may become an Owner by virtue of acquiring a fee simple interest in one or more Lots as a result of realizing on the Property as collateral for a loan to the Developer. Such a mortgagee may become a Developer by assuming in writing the obligations of the Developer and being designated by Grant's Mill, LLC, or its successors or assigns. If Grant's Mill, LLC ceases to function as Developer and if no other entity has assumed the duties of Developer, the Association shall be deemed the Developer.

Section 1.08 "Dwelling" shall mean and refer to any residential building, structure or other improvement on a Lot that is intended to serve as a home, whether for sale or lease.

Section 1.09 "Institutional Mortgagee" shall mean and refer to any federal or state chartered bank, life insurance company, mortgage lender, federal or state savings and loan association, real estate investment trust, or other entity, agency or subdivision regularly engaged in the extension of credit secured by real estate mortgages which holds a duly recorded mortgage or other lien upon any Lot or portion of a Lot or any interest therein.

Section 1.10 "Lot" or "Lots", as the case may be, shall mean and refer to individual lots within the Property as reflected in and on the Record Map of the Property as such may be recorded in the Office of the Judge of Probate of Jefferson County, Alabama, as the same may be amended from time to time.

Section 1.11 "Owner" or "Owners", as the case may be, shall mean and refer to those persons or entities who or which have fee simple title to any Lot or Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract, or other agreement.

Section 1.12 "Property" shall mean and refer to all real property that is presently or may hereafter be subject to this Declaration.

Section 1.13 "Record Map" shall mean, collectively, the Record Map, together with any and all subsequent subdivision plats relating to the Subdivision which may be recorded by Developer in its discretion from time to time in the Office of the Judge of Probate of Jefferson County, Alabama.

Section 1.14 "Yard" shall mean any and all portions of land lying within any Lot but outside the exterior structural walls of the primary building constructed on such Lot. The "Front Yard" shall mean the land lying between any Lot line fronting a street and the exterior structural

wall of the primary building. The “Rear Yard” shall mean the land lying between the Lot line that runs in substantially the same direction as the Lot line fronting the street and the rear exterior wall of the primary building except that in the case of lots fronting more than one street the Rear Yard shall be the land lying between the Lot line which is the greatest in distance from the street and the primary building. The “Side Yards” shall mean the land lying between all other Lot lines and the primary building.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION, AMENDMENTS THERETO,
ADDITIONS OR DELETIONS THEREFROM

Section 2.01 **Legal Description**. The real property that presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Alabama, and is described in the Record Map. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2.02 hereof.

Section 2.02 **Platting and Subdivision of the Property**. The Developer shall be entitled at any time and from time to time, to subdivide, plat or re-plat all or any portion of a Lot or the Property, and to file subdivision restrictions or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 2.03 **Additional Property**. The Developer reserves the right in its absolute discretion, at any time, to add any Additional Property to the provisions of this Declaration. The Additional Property need not be consented to or approved by any Owner, occupant, or Institutional Mortgagee of any Lot. The Developer shall subject any such Additional Property to this Declaration by an instrument executed by the Developer in the manner required for the execution of deeds and recorded in the Probate Office of Jefferson County, Alabama, which instrument shall be deemed an amendment to this Declaration and shall refer to this Declaration stating the book and page number in the Probate Office of Jefferson County, Alabama where this Declaration is recorded, contain an exact description of Additional Property, state any differences that the Developer, in its sole discretion, specifies to regulate and control the use of said Additional Property, and contain a statement that the Additional Property is conveyed subject to the provisions of this Declaration. After submission of any Additional Property to the terms and provisions of this Declaration, the number of votes in the Association shall be increased by the number of Lots within the Additional Property, so that there shall continue to be one vote in the Association per Lot within the Property; subject, however, to the remaining provisions of this Declaration.

**ARTICLE III
ARCHITECTURAL CONTROL**

Section 3.01 Architectural Review and Approval.

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any Lot, the proposed location thereof on any Lot, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any Lot shall require the approval in writing (the "Letter of Approval") of the Committee (as defined below) before any work is commenced. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO EXTERIOR APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY, LIABILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, INTERIOR DESIGN, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS. Commencement of construction prior to receipt of the Letter of Approval of the Committee is strictly prohibited.

(b) No improvement or structure of any kind, including without limitation any Dwelling, fence, wall, sign, lighting system, site paving, grading, parking, screen enclosure, statuary, flags, flag poles, water fountains, yard sets, window awnings or other exterior window coverings, decorative building, landscaping, landscape device or object, shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof be made unless and until the Committee shall have issued a Letter of Approval with respect thereto.

Section 3.02 Architectural Control Committee.

(a) All architectural review and control functions shall be administered and performed by the Architectural Control Committee (the "Committee"). The Committee shall be composed of no more than three (3) members, and at all times, at least two-thirds (2/3) of the membership of the Committee shall be composed of Owners of Lots in the Property; provided, however, that Developer reserves the right to appoint the initial and successor members of the Committee, none of whom need be an Owner of a Lot in the Property, until such time as (i) all of the Lots in the Subdivision are deeded to individual lot purchasers, (ii) Developer has formed the Association, (iii) all of the Common Areas (except any Parking Areas located within the boundary of any Lots) are deeded to the Association, and (iv) the Association is operative (the "Association Turnover"). After the Association Turnover, the members of the Committee shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. The initial members of the Committee shall be Price Hightower and Clint Johnston.

(b) The Committee shall not be required to conduct regular meetings. The Committee may conduct special meetings upon five (5) days' notice from the chairman elected by such Committee at such times and locations as may be established by the Committee.

(c) The members of the Committee may, as a Common Expense, retain the services of a registered architect, registered engineer, registered landscape architect, or other licensed professional to provide advisory services to and consult with the Committee in connection with the performance of its duties hereunder.

Section 3.03 **Powers and Duties of the Committee.** The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans more particularly set out herein, including site plans, for construction of improvements on Lots within the Property in accordance with the provisions of these Protective Covenants. In connection with the foregoing, the Committee shall have the following powers and duties:

(a) To propose, adopt, alter and amend rules and regulations applicable to builders, general contractors, and subcontractors who are engaged in the construction of improvements on any Lot or any portion of the Common Area within the Property.

(b) To require submission to the Committee of plans and specifications for any improvement or structure of any kind (including without limitation satellite equipment, fences, doghouses, detached storage buildings, basketball goals, etc.), and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building or fencing the construction or placement of which is or is proposed upon any Lot. Such plans and specifications shall be in such form and shall contain such information as is required in Section 3.04 hereof.

(c) To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement or structure and to approve or disapprove any improvements constructed pursuant to such plans and specifications after the same have been fully completed. The Committee shall meet as necessary to approve plans and specifications. Prior to the use or occupancy of any improvement or structure constructed or erected on any Lot, the Owner thereof shall apply for a certificate from the Committee (the "Compliance Certificate") that the construction thereof has been completed in accordance with the aesthetic requirements of the plans and specifications approved by the Committee. If any improvement or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the Committee, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the Committee, then the Owner shall, upon and in accordance with a demand by the Committee, cause the Property, improvement or structure either to be restored to its original condition or to comply with the plans and specifications as approved by the Committee, and shall bear all costs and expenses of such restoration or compliance, including the costs and attorneys' fees of the Committee. Notwithstanding the aforesaid, after the expiration of one (1) year from the date of final completion of any such improvement or structure, such improvement or structure shall be deemed to comply with all of the provisions hereof unless notice to the contrary shall have been recorded in the Probate Office of Jefferson County, Alabama, or legal proceedings shall have been instituted to enforce such compliance. Any agent or member of the Committee may at any reasonable time enter any building or Property subject to the jurisdiction of the Committee which is under construction or on or in which the agent or member may believe that a violation of the Protective Covenants in this Declaration is occurring or has occurred. The Committee may, from time to time, delegate to a person or persons, who may or may not be a member of the Committee, the right to approve or disapprove plans and specifications and to issue such certification. The approval by the Committee of the builder or contractor and/or plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Committee of the right to object to such builder or contractor and/or any of the features or elements embodied in such plans or specifications if and when the same builder or contractor and/or the same features and elements are embodied in any plans and specifications subsequently submitted

for approval for other Lots. Any Owner aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association (the "Board"), within thirty (30) days of such decision, for a review thereof. The determination of the Board, after reviewing any such decision, shall in all events be dispositive.

(d) To adopt fees that shall be designed to reimburse the Association for the necessary and reasonable costs incurred by it in processing requests for Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Association at the time that any application for approval is sought from the Committee. In the event the Owner does not pay such fees, they shall become a lien of the Association on the affected Lot enforceable in the manner specified in Article V hereof.

(e) To modify, amend, or otherwise change the design criteria set forth in Section 3.05 below, so long as such modification, amendment, addition or change will not, in the opinion of the Committee, be inconsistent with the architectural environment of the Property or have a material adverse effect on improvements then existing within the Property, or to adopt and approve additional design criteria for the Property. Such changes or additional criteria shall be effective upon approval in writing by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of adoption of any change hereto or of any additional design criteria shall be available to each member of the Association, but delivery shall not be a condition precedent to adoption of such modification or additional criteria, or the validity and enforceability thereof.

Section 3.04 **Review Documents.** One set of prints of the drawings (the "Plans") for the exterior of each Dwelling or other structure proposed to be constructed on each Lot shall be submitted for review and approval to the Committee. The Plans submitted to the Committee may be retained by the Committee.

(a) The Plans must include an accurately drawn and dimensional plot plan showing all setbacks, easements, drives and walks.

(i) The Plans must include the elevations of all sides of the proposed structure.

(ii) The Plans must include a summary of the exterior specifications, including roof color and manufacturer, brick name and manufacturer, and exterior paint colors and manufacturer.

(iii) The Plans must include the name and address of the Lot Owner's contractor who will construct the Dwelling and all other improvements to the Lot.

Section 3.05 **Design Criteria, Structure.**

(a) It is the intent of Developer that the Subdivision will generally present a consistent architectural environment. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Committee:

(i) Brick, stone, masonry stucco, cedar shakes, Hardi-Plank style siding, vinyl siding, simulated stone or a combination thereof.

(ii) No concrete block, cinder block or concrete shall be used as an exposed building surface without the express approval of the Committee. Any retaining walls built by Developer are not subject to this requirement.

(b) Reflective glass shall not be permitted on the exterior of any Dwelling, and no foil or other reflective material which produces the same effect as reflective glass shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(c) No window or "through wall" air conditioning units shall be allowed. All outdoor air conditioning units shall be located only at-the side or rear of a dwelling.

(d) Satellite dishes, not to exceed eighteen inches in diameter, are permitted, but none shall be visible from the front of any Dwelling where practical. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any lot or Dwelling that may interfere with the reception of radio or television signals within the Property.

(e) No plumbing vents or attic ventilators shall be placed on the front elevation of the roof. All vents, fans or other items protruding from roofs shall be painted in as nearly the same color as the roof covering as is possible and shall be located on the rear or side of the roof. Any material other than natural copper used for roof valleys, flashings, drips, downspouts or gutters shall be painted to blend with roof color or with the color of the exterior finish of the dwelling. No solar or other energy collection device or equipment shall be maintained on any Lot or Dwelling.

(f) All driveways and sidewalks shall be finished with concrete. Dirt, gravel anti loose stone driveways following completion of construction of a dwelling are prohibited.

(g) A decorative metal shroud is required at the termination of each chimney chase.

(h) All mailboxes shall be located and constructed in accordance with U.S. Postal Service specifications and the style approved by Developer. Mailboxes will be provided by each individual builder. Developer reserves the right to construct and utilize a centralized mailbox location for the Subdivision.

(i) Developer shall cause the applicable utility to install street lighting in the Subdivision, which shall consist of electric lamps mounted on top of a post.

(j) All windows must be wood frame, vinyl or aluminum.

(k) Except as permitted by the Committee, chain link, wire, or metal fences of any type are prohibited. All fences must have a wood shadow box frame and must not exceed six (6) feet in height. All fences, including materials and location, must be approved by the Committee prior to construction and must comply with the City of Birmingham's approval process. No fence shall be

constructed on any Lot closer to the front of a Dwelling than the point that is one-third (1/3) of the depth of the Dwelling from the rear, without Committee approval. No fence, wall, hedge, or shrub planting which obstructs sight lines from any roadways within the Property shall be placed or permitted to remain on any Lot. Developer may install, at Developers' discretion, any type fencing necessary to preserve or enhance the aesthetic nature of the Subdivision or to provide security at any common area or drainage area.

(l) Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

(m) Outside clothes lines or other facilities for drying or airing clothes shall not be permitted. Barbecue grills and other types of outdoor cooking equipment shall be located at the rear of the Dwelling.

(n) Except as permitted by the Committee, accessory structures, including without limitation accessory buildings, detached garages, pool houses, utility sheds, basketball goals, doghouses will not be permitted. All play equipment, arbors, and gazebos shall be located so as to have a minimum visual impact on adjacent properties. Fountains, birdbaths, sculptures or doghouses shall be permitted but shall be limited to the Rear Yards only. No trailer, tent, shack or barn, whether of a temporary or permanent nature, shall be erected on any Lot at any time.

(o) No facilities, including poles, wires, pipes and conduits for the transmission of electricity, telephone, gas, water, sewer, cable television, security and other uses shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, except as is expressly permitted or referred to herein or unless installed by the Developer or Builder. No Lot Owner shall erect or permit any other party to erect any such overhead wires, poles or facilities of any kind, Each Lot Owner agrees, by acceptance of a deed to a Lot within the Property, to connect utility service lines (including, but not limited to, natural gas, water, sewer, cable television and electricity) at points designated by the Developer.

Section 3.06 **Limitation of Liabilities.** Neither the Committee nor any architect, nor any engineer, nor agent thereof, nor Developer, nor the Association, shall be responsible in any way for any defects in any Plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and specifications. It is specifically agreed that the scope of review by the Committee shall be limited to aesthetic characteristics and appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar matter. Neither the Committee, nor any member thereof, shall be liable to any Owner for any action taken, or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

Section 3.07 **Exclusive Residential Use and Improvements.**

(a) All Lots in the Property shall be known, used, and described as residential Lots and shall be used for single family residential Dwellings exclusively, and for no other purpose. Dwellings may be sold to purchasers or leased to renters. No Owner other than the Developer shall subdivide a Lot so as to decrease the size of any Lot as shown on the Record Map; provided,

however, that the Developer retains the right to subdivide any Lot owned by it. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence Dwelling with not more than two (2) stories, excluding the basement as a story, and a private garage. For purposes of this section 3.07(a), attics, attic areas and roofs shall not be included as a story. No open deck or other structure requiring separate and independent support to the ground shall be constructed so as to be higher than the top of the first floor of the Dwelling.

(b) Every Dwelling building erected on any Lot in the Property, exclusive of one-story open porches, garages, and other non-airconditioned, unfinished spaces, shall each include a minimum of 800 square feet of enclosed, heated, habitable areas.

(c) No more than one (1) single-family unit shall occupy any Dwelling. For purposes of this section, and except as may be otherwise provided by law, a single family shall mean a group of people related to the owner, the spouse of the owner, or any person cohabiting with the owner by blood or marriage within the first degree of affinity as determined under the civil law.

Section 3.08 **Subsurface Conditions.**

(a) Approval of the submitted Plans by the Committee as herein provided shall not be construed in any respect as a statement, representation or warranty of or by the Committee, the Developer, or any person acting on behalf of them, to the Owner or any other person submitting such Plans, or successors or assigns of such Owner, that the surface or subsurface conditions of the Lot are suitable for the construction of the improvements contemplated by such Plans. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Lot for the construction of any and all structures and other improvements thereon.

(b) None of the Association, the Committee (and their respective individual members), or the Developer or its partners, agents, and employees and the officers, directors, agents, and employees of its partners, shall be liable to any Owner, or the successors, assigns, licensees, lessees, employees and agents of any Owner, for loss or damage on improvements, or structures now or hereafter located upon the Property, or on account of injuries to any Owner, occupant, or other person in or upon the Property, which are caused by known or unknown sinkholes, underground mines, limestone formations or other similar conditions under or on the Property.

Section 3.09 **Variance Requests.** The Committee, in its discretion, shall have the authority to modify the requirements of this Article III upon the request for a variance from such requirements by an Owner with respect to his, her or its Lot. If the Committee grants a requested variance, the nonconforming improvements subject to said request should not be deemed to be in violation of these covenants. The granting or denial of a request for variance shall not be binding on the Committee, nor shall it have any precedential value, on any further variance requests by the Owner or another Owner.

Section 3.10 **Landscaping.** Each Lot shall, to the extent practicable, incorporate into the landscaping plan therefor the natural plant life existing on such Lot, and shall otherwise take such steps which will, to the extent practicable, preserve the existing trees, plant life, wild flowers, and

natural environment, including natural drainage channels which exist on such Lot. Upon the completion of a Dwelling, all front, side and rear yards must be landscaped with materials approved by the Committee.

Section 3.11 Setback Requirements. The following setback requirements shall be applicable to the Lots in the Record Map, except as may be otherwise shown on any recorded map or plat:

(a) Side setback requirements shall be five feet (5'-0") from the nearest Dwelling.

(b) Rear setback requirements shall be ten feet (10'-0").

(c) Front setback requirements shall be eight feet (8'-0").

(d) For purposes of subparagraphs (a) through (c) above and any other setback requirements as may be shown on the Record Map, steps, stoops, uncovered porches, uncovered terraces and uncovered decks shall not be deemed a part of the Dwelling.

ARTICLE IV EASEMENTS AND USAGE RIGHTS

Section 4.01 Owners' Easement With Respect to Common Areas. Every Owner shall have a right and easement of enjoyment in and to all Common Areas subject to the limitations set forth in this Declaration. An Owner may assign his or her rights to the use and benefit of the Common Areas to a person who is renting or leasing a Dwelling; provided, however, that such Owner's voting rights in the Association shall not be assignable in connection therewith.

Section 4.02 Drainage Easement. Drainage flow shall not be obstructed or diverted from the Detention Facility or any other drainage swales, storm sewers and/or utility easements as reflected on the Record Map, or as may hereafter appear on any plat of record in which reference is made to these Protective Covenants. Each of the Developer and the Association may locate and construct the Detention Facility and other drainways for surface water wherever and whenever (including any Lot) such action may appear to Developer or the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots or Common Areas. The provisions hereof shall not be construed to impose any obligation upon Developer or the Association to locate or construct such drainway. No permanent structure may be constructed or placed in such drainage or flowage easement area. Each Lot owner also agrees, upon a conveyance of a Lot and by acceptance of a deed to a Lot, to assume all the risks and hazards of ownership or occupancy attendant to such Lots, including but not limited to its proximity to waterways.

Section 4.03 Utility Easement. Developer reserves for itself and the Association the right to use, dedicate and/or convey to the appropriate local authority or agency, and/or to the

appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the Record Map or as may hereafter appear on any plat of record of Property subject to these Protective Covenants. Until such time as the Association Turnover occurs, Developer reserves the right to permit any Builder to use the easement rights under this Section 4.03 as may be necessary or desirable in Developer's discretion.

Section 4.04 **Additional Easements and Uses.** Until such time as the Association Turnover occurs (and thereafter the Association), the Developer, on its own behalf and on behalf of all Owners, who hereby appoint the Developer (or the Association after the Association Turnover), irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided (a) such new easements or relocation of existing easements will not, in the opinion of the Board of Directors of the Association, unreasonably interfere with any Owner's enjoyment of the portion of the Property owned by such Owner, (b) any required work is done at the sole cost and expense of the Association (but shall be deemed a Common Expense), and after completing such work, the Association will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work, and (c) following the completion of such work, the Association shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Probate Office of Jefferson County, Alabama. Such right of the Developer and/or the Association shall also include the right to provide for such simultaneous or concurrent usage of any presently existing or additional easements for such purposes, not infringing upon their stated purposes, as it may deem necessary or desirable, including, but not limited to, their use for the recreational purposes of the Owners, their respective tenants, employees, guests, invitees, licensees and agents.

Section 4.05 **Additional Documents.** All Owners agree, upon the request of the Developer or the Association, to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article IV.

Section 4.06 Parking Easement. Developer reserves for itself and the Association the right to use all driveways, parking spaces and other areas located on the Property which are designated from time to time by Developer for parking (collectively, the "Parking Areas"). All Parking Areas shall be deemed Common Areas and shall be maintained by the Association, regardless of whether such Parking Areas are located within the boundary of any Lot. Subject to the limitations set forth in this Declaration and any reasonable rules and regulations promulgated from time to time by Developer concerning the usage of such areas, every Owner shall have a right

and easement of enjoyment in and to any and Parking Areas. Notwithstanding anything to the contrary, each Owner shall be allowed to park no more than one (1) vehicle per Dwelling bedroom.

Section 4.07 **Roads and Streets.** The roads within the Subdivision are private (collectively, the “Private Roads”), shall be deemed Common Areas and shall be maintained by the Association. The Association shall cooperate with the applicable traffic and fire control officials to post public and private drives, roads and streets with traffic control, fire lanes and parking regulation signs. All Private Roads will be dedicated “privately maintained roads” on the Plat recorded in the Probate Office for Jefferson County. All such Private Roads so designated and dedicated as “privately maintained roads” in Common Areas shall be maintained by the Association. The Board is hereby authorized to promulgate, administer and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including adopting reasonable safety measures and speed limits for any of the Private Roads within any portion of the Subdivision. The Board shall be entitled to enforce such rules and regulations by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of any conflict between the provisions of the laws of the State of Alabama and the traffic rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. All vehicles of any kind and nature which are operated on the Private Roads in the Subdivision shall be operated in consideration for the rights of all residents thereof.

Section 4.08 **Limitations.** Any easements which may be created pursuant to this Article IV shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to, every Lot, and are further subject to the following limitations:

- (a) All provisions of this Declaration and the Articles and By-Laws of the Association;
- (b) All the rules and regulations governing the use and enjoyment of the Common Areas which may have been or may hereafter be adopted by the Association; and
- (c) All restrictions contained on any and all plats of all or any part of the Common Areas or any other part or parts of the Property.

ARTICLE V COVENANTS VOR MAINTENANCE ASSESSMENTS

Section 5.01 **Affirmative Covenant to Pay Assessments.** Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all assessments or other charges, determined in accordance with the provisions of this Declaration (the “Assessments”). Each of Developer and Builder shall be exempt from the obligation to pay Assessments.

Section 5.02 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Areas (including, without limitation, the payment of Common Expenses under Article

VI below) and of any easement in favor of the Association and/or the Owners, as well as for such other purposes as are properly undertaken by the Association.

Section 5.03 **Annual Assessments**. The Association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Article VI below) and such other recurring or projected expenses as the Board may deem appropriate. The Assessment year for the Annual Assessment need not be the calendar year. As of the date of this Declaration, the Developer estimates that the initial Annual Assessments shall be approximately \$_____ per year per Lot. Notwithstanding anything herein to the contrary, however, until such time as the Association Turnover occurs, the Developer shall have the right to determine the projected Annual Assessments.

Section 5.04 **Special Assessments**. In addition to the Annual Assessments specified in Section 5.03 above, the Association may at any time levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto.

Section 5.05 **Duties of the Board of Directors**. The Board shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, on a per Lot basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the Lots and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the amount of the Assessment, the commencement and due dates shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.

Section 5.06 **Date of Commencement and Due Date for Assessments**. The liability of a Lot for any Assessment shall commence on the date or dates (which shall be the first day of a month) fixed by the Board in the resolution authorizing such Assessment. The due date of any such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment. Notwithstanding anything herein to the contrary, until such time as the Association Turnover occurs, the Developer shall have the right, at the closing of the sale of a Lot or Dwelling to an individual purchaser, to collect the prorated Annual Assessment for such Lot or Dwelling from such purchaser.

Section 5.07 **Allocation of Assessment**. The Board shall allocate a portion of each Assessment to each Lot in the proportion that each Lot bears to the total number of Lots within the Property (to the nearest one-thousandth).

Section 5.08 **Certificates Concerning Assessments**. The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment or his designee or any Institutional Mortgagee a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 5.09 **Liability of Owners for Assessments**. No Owner may exempt himself from liability for any Assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Areas, or by abandonment of the Lot.

Section 5.10 **Effect of Non-Payment of Assessments**. The Lien, the Personal Obligation; Remedies of the Association.

(a) If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment, charge or lien shall become delinquent on the thirtieth (30th) day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. Notice of such delinquency shall be forwarded to such Owner and any Institutional Mortgagee having an interest in the Lot. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

(b) If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate permitted under Alabama law, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment all attorneys' fees incurred in attempting to collect such Assessment and in prosecuting any action for the same, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided together with the costs of the action. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

(c) The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorneys' fees and advances to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.

(d) The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Probate Office of Jefferson County, Alabama prior to

the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquiror of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Nothing herein contained shall be construed as releasing the party liable for such delinquent Assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

(e) Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who has made application for a loan secured by a mortgage on said Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments which are due and payable and the Association shall give the requesting party a written response within ten (10) days of such inquiry providing information as to the status of Assessments on said Lot. The party making such request may rely on the information set forth in such response and the facts stated therein shall be binding upon the Association.

(f) The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in this Article V, for the recovery of any unpaid Assessments, to the Developer, to any Owner or group of Owners, or to any third party.

Section 5.11 **Exempt Property.** The Board shall have the right to exempt any portion of the Property from the Assessments, charges and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or

(b) As a Common Area as defined in Section 1.02 hereof.

ARTICLE VI COMMON EXPENSES

The following are certain expenses with respect to the Common Areas which are hereby declared to be "Common Expenses" which the Developer (until such time as the Association Turnover occurs) or the Association is obligated to collect by Assessment, and which Owners are obligated to pay as provided in Article V hereof. The enumeration below of these expenses shall in no way limit the Association from deeming other expenses incurred in managing the Association or any part of the Common Areas and for the Property to be "Common Expenses" which are subject to collection by Assessment:

Section 6.01 **Maintenance and Repair of Common Areas.** From and after the date on which the Association Turnover occurs, the Association shall be responsible for maintaining the Common Areas. The cost and expense to keep and maintain the Common Areas in good and substantial repair and in a clean and attractive condition, if any, including the charges in Section 7.01 of this Declaration, shall be deemed Common Expenses which are subject to collection by Assessment. These Common Areas include, but are not limited to, streetlights, irrigation, entrance features, any fencing around the perimeter of the Property, the Detention Facility, the Parking Areas and the Private Roads, and all other drainage areas and pipes. The Detention Facility shall be inspected bi-annually for silt accumulation. Such inspection and any required removal of silt shall be performed by a reputable third-party party with reasonable experience in the silt removal and restoration process. If such third-party determines that the silt level in the Detention Facility is in excess of one foot, such excess silt shall be removed so that the silt level in the Detention Facility is returned to its original level, and such excess silt shall be disposed of in an appropriate manner and in compliance with all applicable laws outside of the Property. Any areas disturbed during the maintenance of the Detention Facility shall be restored, to the extent reasonably possible, to their prior condition.

Section 6.02 **Management.** The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment, as may be needed to provide for the management, supervision and maintenance of the Common Areas, including any actual cost borne by the Developer in the management of the same, shall be deemed Common Expenses which are subject to collection by Assessment. Until such time as the Association Turnover occurs, the Developer reserves the right to cause the Association to retain a third party property management company to manage the repair and maintenance of the Common Areas.

Section 6.03 **Property Taxes.** All ad valorem taxes and other assessments relating and connected to the Common Areas, if any, shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.04 **Reserves.** The Association shall establish contingency reserves for repairs to Common Area structures such as lighting or sidewalks. The Association may establish reserves for the payment of Common Expenses in the future. All such reserves shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.05 **Fidelity and Directors' Insurance.** Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any, shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.06 **Interested Transactions.** The Association may obtain materials and services from the Developer or any of its Affiliates in connection with the management of the Association or any part of the Common Areas as herein contemplated; provided that the compensation for such materials and/or services is, in the opinion of the Association, comparable with the compensation of any non-affiliated third party providing similar materials and/or services which can be reasonably made available to the Association. Such expenses shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.07 **Enforcement of Declaration and Rules and Regulations.** All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the Articles, by the By-Laws or this Declaration, shall be deemed Common Expenses which are subject to collection by Assessment.

ARTICLE VII RESTRICTIONS ON USE

Section 7.01 **Maintenance.**

(a) It shall be the responsibility of each Owner to prevent any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

(b) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control, Developer reserves for itself, its agents and the Association, the right, after ten (10) days' notice to any Owner of a Lot, to enter upon such Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Developer or the Association detracts from the overall beauty and safety of the Property. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer or the Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration. The provisions of this section shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

(c) After the Association Turnover occurs, all maintenance for the Common Areas will be the responsibility of the Association. Maintenance to be provided by the Association includes, but is not limited to, maintenance of the entrance to the Property and the Private Roads and Parking Areas, maintenance of all landscaping and grassed portions of the Common Areas, including medians, if any, maintenance of the lot, maintenance of the Detention Facility and any drainage areas, and general maintenance or repair of any kind whatsoever of any areas within the Property which are not the responsibility of a governmental authority or a specific Owner. Notwithstanding anything within this Declaration to the contrary, until such time as the Association Turnover occurs, Developer reserves the right to provide or contract to provide for all such maintenance services for the benefit of the Association and to bill the Association for the cost of such services not more frequently than quarterly.

Section 7.02 **Construction.**

(a) In the event of any damage to any utilities, drainage structure, roadway, or other infrastructure by any Owner, or his or her agents, servants, employees, or contractors, the Developer or the Association shall have the right to repair any damage not repaired after ten (10) days written notice and to charge the Owner, or his or her contractor, the reasonable cost for such repair, which charges shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration.

(b) During construction of any dwelling or improvement, the Owner must keep Lots, homes and garages maintained and clean and must keep Yards cut. All building debris, stumps, trees, and other waste must be removed from each Lot by the builder or contractor as often as necessary to keep the Lot attractive. Excess and unused materials may be stored on a Lot for the duration of construction on said Lot.

(c) During the construction of any improvements or Dwellings, the Owners and their agents, contractors, subcontractors and material suppliers shall comply with all requirements of any governmental authorities having jurisdiction over the Property, including but not limited to the Alabama Department of Environmental Management and the Engineering Department of the City of Vestavia.

Section 7.03 **Animals**. Subject to the Association's sole discretion, no animals, livestock, birds, insects or poultry of any kind or description except the usual household pets shall be kept, raised or bred on any Lot; provided, however, that no household pet may be kept on any Lot for commercial breeding purposes; provided further, that any household pets shall be confined to the Lot of the Owner thereof and must be kept on a leash when permitted to be outside. No more than two (2) outside pets per Dwelling shall be permitted.

Section 7.04 **Nuisance**. No noxious, offensive or illegal activities shall be carried on or permitted to exist upon any Lot or within the Property, nor shall anything be done on any Lot or within the Property which may be or may become an annoyance, embarrassment, nuisance or source of discomfort to the neighborhood or which would render any portion of the Lot or Dwelling thereon unsanitary, unsightly, offensive or detrimental to other Lot owners or which may result in the cancellation or increase of insurance coverage or premiums for others, or cause a violation of any law, statute, ordinance, rule, regulation or requirement of any governmental authority. Without limiting the generality of the foregoing, no horns, whistles, bells, or other similar sound devices other than security and fire alarm devices used exclusively for such purposes shall be located or placed upon any Lot, Dwelling or other portion of the Property.

Section 7.05 **Minerals**. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 7.06 **Garbage**. No trash, garbage, rubbish, refuse, waste or other debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the Property. All dead trees, limbs, leaves and other debris shall be removed from the Lot within a reasonable length of time. Trash, garbage, or other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Garbage containers shall at all times be kept at the

Rear Yard or inside of a Dwelling and shall be screened from view from streets and adjacent Lots and Dwellings by appropriate landscaping or fencing. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction with approval of the local governmental authorities and the Committee. The Owner of each Lot shall contract with the authorized agent in the City of Vestavia, for the collection of trash, refuse and garbage.

Section 7.07 **Signs**. Except as permitted by the Committee, billboards or advertising structures of any kind are prohibited, except that (i) Developer, builder and real estate marketing signs will be permitted during construction periods if approved by the Committee and (ii) one professional sign of not more than five (5) square feet will be permitted to advertise the Property for sale during sales periods. All builder or contractor signs shall be promptly removed after completion of construction. No sign shall be nailed or attached to trees. The Association shall have the right to remove all signage that is not permitted by, or otherwise fails to comply with, the provisions of this Declaration.

Section 7.08 **Damaged Structures**. Any dwelling or other structure on any Lot in the Property which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the Lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than sixty (60) days.

Section 7.09 **Roadway Obstruction**. Unless installed by the Developer, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree or shrub of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee. No basketball goals or other recreational equipment shall be permitted on any of the streets located within the Subdivision.

Section 7.10 **Boats, Trailers and Campers**. No boat, boat trailer, house trailer, truck (other than a standard size pick-up trucks or SUV), camper, golf cart or similar equipment or vehicle shall be parked or stored on any road, street, driveway, Yard or Lot located in the Property. No unkempt, non-operational, non-maintained or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, Yard or Lot or otherwise be visible from any street in the Property. No vehicles of any kind shall be parked on any Yard or natural areas of a Lot.

Section 7.11 **Trees**. All Owners shall use their best efforts to preserve as many trees as practicable on their respective Lots. During the construction of any improvements or Dwellings, the Owners and their agents, contractors, subcontractors and materials suppliers shall use their best efforts not to damage trees or other vegetation which, pursuant to this Declaration, are to be preserved.

Section 7.12 **Firearms**. There shall be no discharging of any type firearm or other weapon in the Property.

Section 7.13 **Due Care**. Each and every Owner and future Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any builders or contractors of such Owner, or employees and subcontractors of such contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such Owner, his or her family, and any such builder or contractor and its employees and subcontractors.

Section 7.14 **Time and Hours of Construction**. Upon the commencement of construction of any building on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months from date of commencement of construction.

Section 7.15 **Drainage**. No Owner shall restrict the planned flow of storm water along any street or road upon which the Owner's Lot fronts or adjoins (including the Private Roads) or any Parking Area. All proposed construction of driveways or other ingress and egress to each Lot shall be approved by the Committee in efforts to prevent violation of such restriction.

ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 8.01 **Membership**. Every Owner, including the Developer for so long as it is an Owner, shall at all times be a member of the Association, from and after such time as the Association is formed. Membership shall be appurtenant to, and may not be separated from, fee ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Probate Office of Jefferson County, Alabama and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner. Notwithstanding anything herein to the contrary, an Owner may not assign his or her membership in, or the right to vote on matters of, the Association to any person who is renting or leasing a Dwelling.

Section 8.02 **Voting**. Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he, she or it holds the interest required for membership. When one or more persons hold such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. There shall be no fractional voting. The votes of an Owner of more than one (1) Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of this Declaration, the Articles or the By-Laws, the affirmative vote of Owners who own a majority of the Lots which are represented at any meeting of members duly called, and at which a quorum is

present, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Section 8.02, until such time as the Association Turnover occurs, the Developer shall have the exclusive right to (i) vote on all issues and matters of the Association, and (ii) elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies. At least one hundred twenty (120) days in advance of such organizational meeting, the Developer shall give written notice to the members of the Association in accordance with Alabama Code Section 10A-3-2.03 of the meeting, which notice shall (i) state that the purpose of the meeting is the election of new Board members, (ii) provide for nominations of candidates to the Board at such organizational meeting on the written consent of at least ten percent (10%) of the membership, and (iii) state the name of all existing Board members who may continue to serve as Board members (if any). Until such time as the Association Turnover occurs, the Developer at its sole discretion shall act and have the authority to act as the Association and have such rights and such obligations as are created herein.

ARTICLE IX RIGHTS OF DEVELOPER

Section 9.01 **Indemnification**. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property whether from Developer or a subsequent owner of such Lot, agrees to indemnify and reimburse Developer and/or the Association, as their respective interests may appear, for any damage caused by such Owner or the builder, contractor, agent or employees of such Owner, to roads, streets, gutters, walkways, Common Areas, or other portions of the Property, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer and/or the Association, or for which Developer and/or the Association has responsibility for maintenance thereof, at the time of such damage.

Section 9.02 **Limitation of Liability**. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Developer, and its agents, directors and employees (all of whom are included in the term "Developer" for the purposes of this Section 9.02) from and against any and all claims and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licensees, builders, contractors, and employees or subcontractors of such contractors, or any other persons whomsoever, for damages to property and personal injury or death (including but not limited to, the Developer's contributory negligence) which may arise out of or be caused directly or indirectly by such Owner on its Lot or Lots, and/or the use of or construction on said Lot or Lots by said Owner, any member of his or her family, their guests, agents, invitees, licensees, builders, contractors, or by any other person whomsoever. The indemnification by such Owner as set forth above shall also cover any and all expenses of Developer, including attorneys' fees resulting from any claims or demands.

ARTICLE X
NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

Section 10.01 **Protective Covenants Running with the Land**. The foregoing Protective Covenants shall run with the land and constitute a servitude in and upon the Property and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement, which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots in the Property, agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Jefferson County, Alabama.

Section 10.02 **Default**. Violation or breach of any of the Protective Covenants shall constitute a default hereunder. Any person given the right to enforce the Protective Covenants herein set forth may provide written notice thereof to any Owner (and any Institutional Mortgagee who or which has requested the same and provided to the Association an address for such notices).

Section 10.03 **Remedies for Default**. The existence of any default which has not been cured within thirty (30) days of the notice specified above shall give the Developer, the Association and any Owner, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them. All costs, fees and expenses, including attorneys' fees, incurred by any party enforcing or attempting to enforce these Protective Covenants shall be borne by the defaulting party.

Section 10.04 **Nature of Remedies; Waiver**. All rights, remedies and privileges granted to the Developer, the Association and the Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenants or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction. Nothing contained herein shall be deemed or construed to require the Developer or the Association to take any action or do anything relating to the enforcement of these covenants, or the exercise of any remedy set out herein or as may be otherwise permitted by law.

Section 10.05 **Assignment**. The Developer and the Association shall have the right to assign their respective rights to enforce these Protective Covenants. In the event of such assignment, the assignee shall have all the rights, remedies and privileges granted to its assignor under the provisions of this Article X. Additionally, in the event that the Developer sells all (or substantially all) of the Lots in bulk to a third party buyer (the "Developer's Assignee"), the Developer shall have the right to assign to Developer's Assignee any and all right, title and interest of the Developer in the Subdivision, including without limitation all of the Developer's rights as "Developer" and declarant under this Declaration, in which case the Developer's Assignee shall succeed to all of the rights and privileges of Declarant hereunder, provided that the Developer's Assignee expressly agrees in writing to assume all of the Developer's obligations as "Developer"

or declarant under this Declaration, and such writing is recorded in the Probate Office of Jefferson County, Alabama.

Section 10.06 **No Right of Reverter**. No covenant, condition or restriction set forth in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

ARTICLE XI AMENDMENT OF DECLARATION

Section 11.01 **Amendment by Developer**. Until such time as the Association Turnover occurs, the Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto, provided, however, that this right of unilateral amendment is subject to the limitations set forth in Section 11.02 hereof. After the Association Turnover occurs, this Declaration may be amended only by the affirmative vote of the majority of the Members of the Association.

Section 11.02 **Restrictions on Amendment**. Notwithstanding the foregoing provisions of this Article XII:

(a) No amendment shall materially adversely affect the rights and priorities of any Institutional Mortgagees of record or change the provisions of this Agreement with respect to Institutional Mortgages, unless all Institutional Mortgagees of record so adversely affected shall consent thereto.

(b) No amendment to this Declaration shall make any change in the qualifications of the membership nor diminish the voting or property rights of Members, without approval in writing by all Owners and the joinder of all Institutional Mortgagees,

(c) No amendment to this Declaration shall abridge, limit, amend or alter the rights, privileges, powers or options of the Developer or any Institutional Mortgagee, as the same are set forth in the Declaration, without the prior written consent of the Developer if it is so affected and any Institutional Mortgagee which is so affected.

Section 11.03 **Scrivener's Error**. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of an amendment to this Declaration consented to by the Board of Directors of the Association and any Owners or Institutional Mortgagees of record directly affected by the amendment. No other Owner is required to consent to any such amendment. If there appears to be any other omissions or errors in This Declaration, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment to this Declaration executed by the Board without the consent of any other party.

**ARTICLE XII
GENERAL PROVISIONS**

Section 12.01 **Notices**. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, to the address of such Owner as it appears on the records of the Association at the time of such mailing. Any notice required to be sent to the Developer or the Association, as the case may be, shall be deemed to be sent when mailed by United States mail, postage prepaid, to their respective registered office in the State of Alabama.

Section 12.02 **Severability**. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

Section 12.03 **Governing Law**. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

Section 12.04 **Captions**. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

Section 12.05 **Usage**. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.06 **Conflict**. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations, then the provisions of this Declaration shall prevail.

Section 12.07 **Effective Date**. This Declaration shall become effective when it has been recorded in the Probate Office of Jefferson County, Alabama.

Section 12.08 **Owner's Acceptance**. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER INSTRUMENT OF CONVEYANCE FOR ANY LOT OR ANY INTEREST THEREIN, OR BY EXECUTION OF A CONTRACT FOR THE PURCHASE THEREFOR, UNCONDITIONALLY AGREES TO BE BOUND BY, AND TO COMPLY WITH, EACH AND EVERY TERM, PROVISION, COVENANT AND RESTRICTION CONTAINED HEREIN.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the date first above written.

“DEVELOPER”:

GRANT’S MILL, LLC

By: _____

Name: _____

Its: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for the State at Large, hereby certify that _____, whose name as _____ of **GRANT’S MILL, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority for and as the act of said limited liability company.

Given under my hand and official seal, this the ____ day of _____, 2019.

Notary Public

(NOTARY SEAL)

My commission expires: _____

This instrument was prepared by:

Matthew W. Grill
Maynard, Cooper & Gale
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203
205.254.1000

EXHIBIT A

(Description of Property)

4017 Crosshaven Dr, Birmm X
 Show search results for 4017 C...







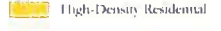






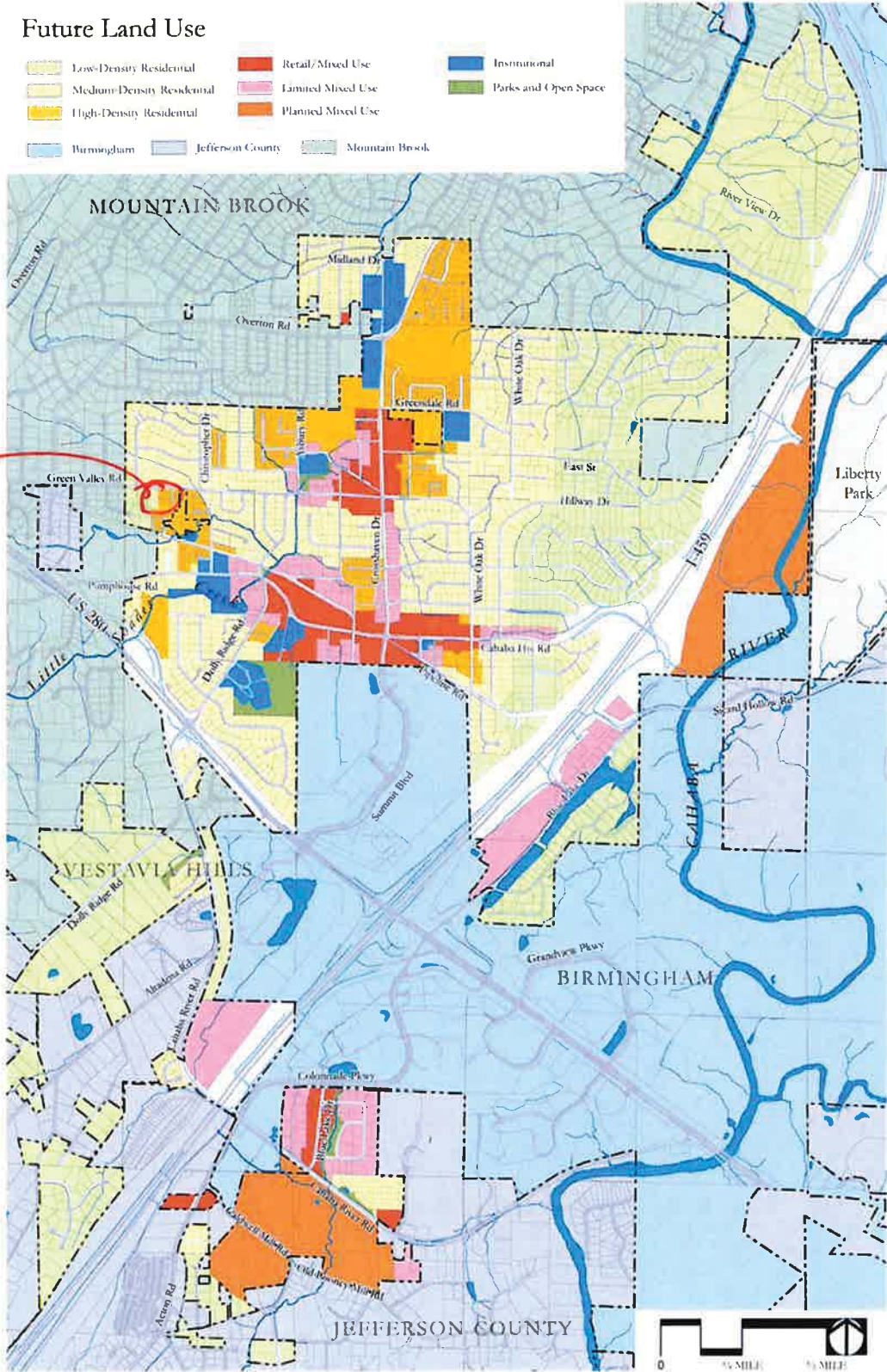
Zoning1

PARCELID	2800222005010000
DISTRICT	020
ESN_NUM	62
PROPADD	2961 GREEN VALLEY RD
TAX_TOWNSH	28
SECTION	22
OSECTION	2
BLOCK	005
PARCEL	010000
VH_ZONING	R-5
ZNG_ORD	1984
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	



Future Land Use

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



Subject Parcel

Figure 4: Future Land Use Map

RESOLUTION NUMBER 5191

A RESOLUTION RENAMING A STREET

WHEREAS, in May 2002, following a referendum vote, the Cahaba Heights Fire District was annexed to the City of Vestavia Hills; and

WHEREAS, the Topfield Subdivision was recorded in the Office of the Probate Judge of Jefferson County with a street name of “Pine Drive” on May 11, 1955; and

WHEREAS, the street recorded as Pine Drive also been referred to as “Pine Tree Drive;” and

WHEREAS, a search of Jefferson County’s records shows no record of an official street name change to “Pine Tree Drive;” and

WHEREAS, the City’s Public Works Department, following annexation, erected a street sign located at the entrance says “Pine Drive;” and

WHEREAS, E-9-1-1 requires that signage and street names coincide to allow enhancement of emergency services throughout the City; and

WHEREAS, a polling of the residents of that street reportedly either use or are willing to use the street name “Pine Tree Drive” and prefer that the name of the street remain as such; and

WHEREAS, the Mayor and the City Council feel is in the best interest of the public to rename and clarify that the street name is “Pine Tree Drive” and allow the City adopted signage reflecting the correct name of the street and notify all government agencies of the same.

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

1. The street known as “Pine Drive” and/or “Pine Tree Drive” is hereby named as “Pine Tree Drive.”
2. The City Manager is hereby authorized to notify all agencies of said name of street and erect City adopted signage to reflect said name; and
3. This Resolution Number 5191 is effective immediately upon adoption and approval.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Petition from the Residents of Pine Drive

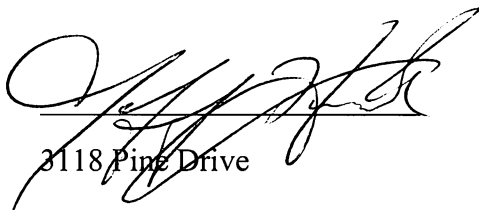
September 19, 2018

This is a petition from the residents of Pine Drive proposing a request to the City Council for the renaming of a city street. The residents of Pine Drive hereby request that the City Council of Vestavia Hill, Alabama rename the street from Pine Drive to Pine Tree Drive. To rename the street all the residents of Pine Drive must give consent via a signature. A signature below demonstrates the resident's desire to rename the street.

Signatures:

Date:

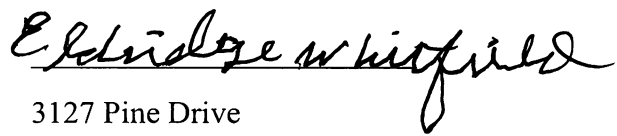
3111 Pine Drive


3118 Pine Drive

9/19/18

4516 Pine Drive Tree Circle

4538 Pine Drive Tree Circle


3127 Pine Drive

9-19-2018

• 3123 Pine Drive

TOPFIELD SUBDIVISION
 LOCATED IN SW¼ OF SE¼ OF SEC. 27-T. 18-S. R. 2-WEST
 MARCH, 1955 A.W. MEADE, SURVEYOR SCALE 1"=100'

Exhibit Resolution No. 5191



STATE OF ALABAMA
 JEFFERSON COUNTY

We the undersigned A. W. Meade, as surveyor and Herbert Acton, as owner of the land set forth and described on this map or plat hereby certify that the foregoing is a true and correct plat showing the width and length of each street road or other public way, the number and dimensions of each lot, its relation to adjoining subdivisions or acreage, and showing the relation of the land so platted to the Government survey of section 27 township 18 south range 2 west in Jefferson County Alabama.

witness our hands: this the 31st day of March, 1955

A. W. Meade
 Surveyor State reg. #1101

Herbert Acton
 Owner

STATE OF ALABAMA
 JEFFERSON COUNTY

I, Eston H. Stead, a notary public in and for said County and State hereby certify that Herbert Acton, whose name is signed to the foregoing certificate as owner, and who is known to me acknowledged before me on this day, that being informed of the contents of said certificate, he as such owner and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal:
 this the 31st day of March, 1955

Eston H. Stead
 Notary Public

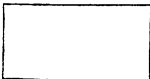
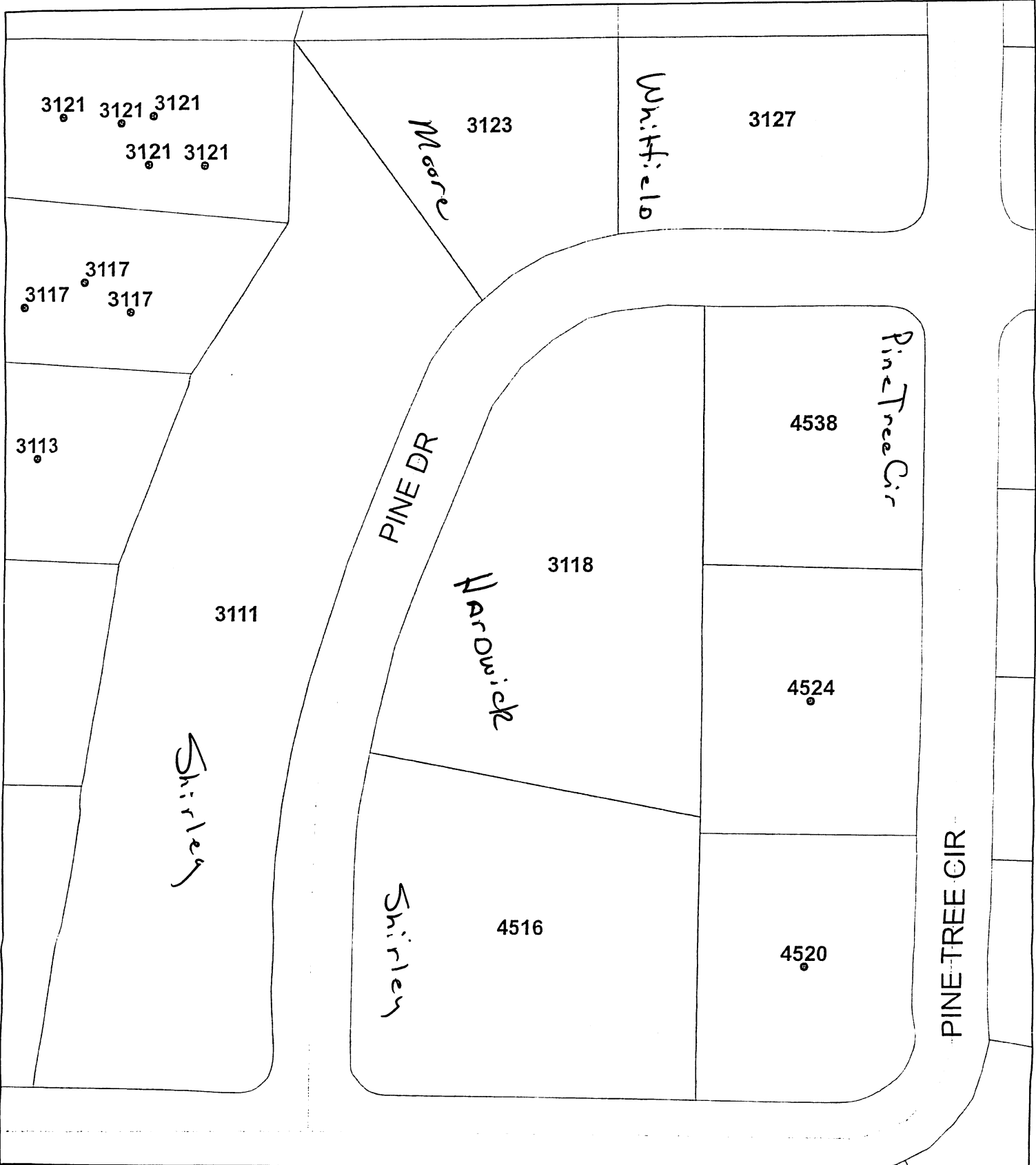


APPROVED D. A. McNeill
 County Highway Engineer,
 4/19/55

STATE OF ALA. JEFFERSON COUNTY
 I CERTIFY THIS INSTRUMENT FILED ON
 Map 42 Page 72
 MAY 11 10 43 AM '55
 RECORDED & INDEXED & FILED IN THE PUBLIC RECORDS OF THE COUNTY OF JEFFERSON, ALABAMA.
 Tom L. James

Pine Drive

Exhibit Resolution No. 5191



Signatures Are Required

City of Vestavia Hills
Department of GIS
August 31, 2018



Jack Wakefield

From: Kit Moore <kitmoorerealtor@gmail.com>
Sent: Wednesday, September 26, 2018 1:45 PM
To: Jack Wakefield
Subject: Re: Petition to Rename Street in Vestavia

If you can send me a pdf of the petition, I can set it up for them to sign electronically. This is how I do contracts for real estate. Are you needing both signatures. I spoke with my dad and he is fine with the name change.

Kit

Sent from my iPhone

On Sep 26, 2018, at 1:36 PM, Jack Wakefield <jwakefield@vhal.org> wrote:

Mr. Moore,

Can you please get in touch with them. I need a physical copy of the petition. If signing it and scanning it back to me would be a hassle, I can meet them on the property possible tomorrow to get it a signed. Or if they wouldn't want to do that, your parents can come to the City Clerk's office at City Hall and me or one of the administrative assistants will have it ready for them to sign. Whatever is easier for them.

-Jack Wakefield

From: Kit Moore [mailto:kitmoorerealtor@gmail.com]
Sent: Wednesday, September 26, 2018 12:56 PM
To: Jack Wakefield <jwakefield@vhal.org>
Subject: Re: Petition to Rename Street in Vestavia

Jack,

My parents own the property. I have always known the property as Pine Tree Dr. I can ask them about signing the petition. Is that something that can be handled electronically?

Kit Moore

On Wed, Sep 26, 2018 at 12:50 PM Jack Wakefield <jwakefield@vhal.org> wrote:

Good Afternoon Mr. Moore,

My name is Jack Wakefield and I am an intern with the City of Vestavia Hills. We have a request from a property owner on Pine Drive, asking for the name of that street be changed to Pine Tree Drive. He noted that on I-maps and on Google Maps it lists the road as Pine Tree Drive, while the city has the street listed as Pine Drive, creating some confusion. To get the name of the street changed a petition must be signed by all the property owners on the street and properties that aren't on it, but have a piece of the property touching that road (Pine Drive). I have been doing some research, and under our property tax information it list a property on that street, 3123 Pine Drive, as owned by a Dan and Patricia Moore with a mailing address of, 49A 7TH ST, PLEASANT GROVE AL - 35127-0338. I looked at a Google Street view image of the property and noticed that it had an Ingram-Moore Realty for lease sign in front of the house. I am wondering if your business does indeed own

this property? If so, would you consider signing this petition to have the street changed?
Don't feel any pressure to sign it, if it is not in your business's best interest please do not sign it and just let me know you would not like the street changed, so I can inform my City Clerk. If you are willing to sign it, attached to this email is a copy of that petition. Could you scan it and send it back to me? I have also attached a map showing the street and the properties affected.

Thank You,

Jack Wakefield

--

Kit Moore
Ingram Moore Realty
205.643.1961
www.kitmoore.com

Dr Shirley, I am the City Clerk for Vestavia Hills and we have been trying to contact you regarding the renaming of Pine Drive to Pine Tree Drive, the street for you 2 new proposed office buildings. I think my asst. talked to you a few months ago regarding this but we never heard back. I know you are really busy, but I wanted to reach out to see if we have your permission to rename the street so it's all done and new streets signs are in place before you begin construction of your new buildings. Please advise. Thanks, Rebecca Leavings, City Clerk

Sure. All good for me. Thank you. Sorry, I remember talking with your assistant, but I was about to leave on a business trip, and I forgot afterwards

Thank you so much!

RESOLUTION NUMBER 5195

**A RESOLUTION GRANTING ALABAMA POWER COMPANY A
UTILITY EASEMENT FOR CONNECTION OF ELECTRICAL
SERVICE**

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 5195 shall become effective immediately upon adoption and approval.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

October 22, 2019

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: Alabama Power easement agreement, Wald Park, service to new pool

I have reviewed the attached agreement and easement and find no issues. I provide favorable recommendation of City approval.

Please let me know if questions,

Sincerely,
-Christopher



APC Document # 72249149-001

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF JEFFERSON

WE #A6173-06-B319
This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That the undersigned **The City of Vestavia Hills, Alabama,** (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed. The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof, but shall be more precisely determined by the actual location(s) as described above.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean a portion of the real property more particularly described in those certain instruments recorded in **Deed Book 6590, Page 182**, in the Office of the Judge of Probate of said counties.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by _____, its authorized representative, as of the _____ of _____, 20_____.

ATTEST (if required) or WITNESS:

The City of Vestavia Hills, Alabama
(Grantor)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____
[Indicate President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

All on Grantor: Yes Location to Location: _____

North ½ of Section 31, Township 18 South, Range 2 West

W. E. No. A6173-06-B319

Transformer No. T017X9

CORPORATION/LLC NOTARY

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of The City of Vestavia Hills, Alabama is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said city.

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

(SEAL)

Notary Public

My commission expires: _____

RESOLUTION NUMBER 5199

A RESOLUTION ACCEPTING A BID FOR STREET RESURFACING AND REPAIR IN THE CITY OF VESTAVIA HILLS

WHEREAS, on September 12, 2019 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for street repair and resurfacing in the City of Vestavia Hills with four bids received; and

WHEREAS, the Asst. City Engineer has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated October 23, 2019 and recommended acceptance of the bid submitted by Dunn Construction Company. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 5199 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Asst. City Engineer and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Dunn Construction Company as detailed in attached Exhibit A and recommended by the Asst. City Engineer, is hereby accepted; and
2. This Resolution Number 5199 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 28th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

October 23, 2019

To: Jeff Downes, City Manager

Cc: Brian Davis, Director of Public Services
Christopher Brady, City Engineer

From: Lori Beth Kearley, Assistant City Engineer

RE: 2019-2022 Street Repair and Resurfacing

On September 12, 2019, we received four bids for our new 3-year Street Resurfacing Contract. Please see attached bid summary.

Based on these bid results, we recommend award of the Contract go to Dunn Construction Company.

Please let me know if questions.

Lori Beth Kearley





City of Vestavia Hills
 2019-22 Street Repair and Resurfacing
 BID OPENING: September 12, 2019, 10am

BID TABULATION

item	unit	bid qty	Wiregrass Construction		Midsouth Paving		James Paving		Dunn Construction	
			unit price	total	unit price	total	unit price	total	unit price	total
Seal**	ton	25,000	\$ 129.00	\$ 3,225,000.00	\$ 113.00	\$ 2,825,000.00	\$ 115.00	\$ 2,875,000.00	\$ 98.75	\$ 2,468,750.00
Binder**	ton	250	\$ 150.00	\$ 37,500.00	\$ 160.00	\$ 40,000.00	\$ 280.00	\$ 70,000.00	\$ 95.50	\$ 23,875.00
Tack Coat**	gal	23,000	\$ 8.00	\$ 184,000.00	\$ 3.65	\$ 83,950.00	\$ 8.50	\$ 195,500.00	\$ 3.55	\$ 81,650.00
Milling	ton	33,000	\$ 33.00	\$ 1,089,000.00	\$ 43.00	\$ 1,419,000.00	\$ 45.50	\$ 1,501,500.00	\$ 32.50	\$ 1,072,500.00
Striping	mi	7	\$ 2,850.00	\$ 19,950.00	\$ 3,000.00	\$ 21,000.00	\$ 3,000.00	\$ 21,000.00	\$ 3,400.00	\$ 23,800.00
Temp. Striping	mi	7	\$ 850.00	\$ 5,950.00	\$ 900.00	\$ 6,300.00	\$ 850.00	\$ 5,950.00	\$ 1,000.00	\$ 7,000.00
Permanent Markings	sf	6,000	\$ 6.00	\$ 36,000.00	\$ 5.25	\$ 31,500.00	\$ 5.00	\$ 30,000.00	\$ 5.90	\$ 35,400.00
Traffic Loops	lf	5,000	\$ 4.50	\$ 22,500.00	\$ 4.75	\$ 23,750.00	\$ 10.00	\$ 50,000.00	\$ 5.30	\$ 26,500.00
Raise Manholes	ea	200	\$ 125.00	\$ 25,000.00	\$ 170.00	\$ 34,000.00	\$ 300.00	\$ 60,000.00	\$ 12.00	\$ 2,400.00
Valve Box Resets	ea	50	\$ 35.00	\$ 1,750.00	\$ 56.00	\$ 2,800.00	\$ 100.00	\$ 5,000.00	\$ 30.00	\$ 1,500.00
Total Bid Price			\$	\$ 4,646,650.00	\$	\$ 4,487,300.00	\$	\$ 4,813,950.00	\$	\$ 3,743,375.00
Bid Bond?			X yes	no	X yes	no	X yes	no	X yes	no
Contractor's License Number?			X yes	no	X yes	no	X yes	no	X yes	no
Bid document notarized?			X yes	no	X yes	no	X yes	no	X yes	no

** Bid amounts for bituminous materials shall be adjusted per the Asphalt Index published monthly by ALDOT.

INVITATION TO BID

**CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216**

BIDS FOR STREET RESURFACING FOR A
PERIOD OF 3 YEARS TO BE OPENED
ON SEPTEMBER 12, 2019, AT 10:00 AM.
BIDS TO BE TURNED IN NO
LATER THAN 10:00 AM ON THIS DATE.

DATE OF INVITATION TO BID:
AUGUST 16, 2019

BID: STREET RESURFACING
FOR A PERIOD OF 3 YEARS

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Vestavia Hills City Hall until the above time and date, and opened at 10:00 a.m. on September 12, 2019, in the Executive Conference Room in the Vestavia Hills City Hall situated at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered. A non-mandatory pre-bid meeting will be held in the Executive Conference Room in the Vestavia Hills City Hall at 10:00 AM on September 4, 2019. Determination of the lowest responsible and responsive bidder and consideration of acceptance of the bid will be considered by the City Council of the City of Vestavia Hills, Alabama at a public hearing to be conducted at its next regularly scheduled or special meeting.

NAME OF COMPANY: Dunn Construction Company, Inc.

PRICE*: ***SEE ATTACHED BID SHEETS*** WARRANTY: 1 year

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

FIRM Dunn Construction Company, Inc.

Sworn and Subscribed before me
this the 12th day of September,
2019.

BY Evans J. Dunn 

ADDRESS 3905 Airport Highway, Birmingham, AL 35222


Courtney Leigh Judd
Notary Public

PHONE 205-592-3866

My Commission Expires _____ DATE September 12, 2019

ALL BIDDERS MUST USE BID FORMS PROVIDED IN THIS PACKAGE. COMPLETE TYPED OR IN INK. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

Type text here

Rebecca Leavings, Purchasing Agent
Submitted _____, 2019

CITY OF VESTAVIA HILLS

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as principal or principals is/or named herein and that no other person that herein mentioned has any interest in this bid or in the contract to be entered into; that this bid is made without connection with any person, company or parties making a bid and that it is in all respects fair and in good faith, without collusion or fraud.

The bidder further declares that bidder has examined the site of the work and informed bidder fully in regard to all conditions pertaining to the place where the work is to be done; that bidder has examined the contract documents for the work and has read all special conditions furnished prior to the opening of bids; that bidder has satisfied bidder relative to the work to be performed. The bidder further declares that bidder fully understands that the City of Vestavia Hills has put forth a good-faith effort of estimating the approximate amount of quantities for the seal, binder, Tack Coat, Milling, Striping, Temporary Striping, Permanent Markings (Stop Bars and Crosswalks), Traffic Loops, Raise Manholes, Valve Resets, etc. The bidder acknowledges and agrees that the final quantities may vary.

The bidder proposes and agrees, if this bid is accepted, to contract with the City of Vestavia Hills, Alabama, in the form of contracts attached hereto, to furnish all necessary materials, equipment, tools, machinery apparatus, means of transportation, and labor necessary to complete the construction of Street Repair and Resurfacing in full; and complete in accordance with shown, noted, described and reasonable intended requirements of the contract documents, to the full and entire satisfaction of the City of Vestavia Hills, Alabama.

The successful bidder will be awarded a 3-year contract; agrees to have all work completed within 90 days of submission of paving needs, and agrees to commence work with an adequate force and sufficient equipment to complete the work within the allotted time, at the unit prices hereinafter named (with said pricing adjustments pursuant to Page 5-6 of this bid).

The bidder to whom the award is made shall enter into a written contract on the form included in the proposal, plans and specifications, furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required by subsection (a) of Section 39-1-1, *Code of Alabama, 1975*, and provide evidence of insurance as required by the bid documents within the period specified or, if no period is specified, within 15 days after the prescribed forms have been presented to bidder for signature. If extenuating circumstances prevail, the awarding authority may grant an extension in time not exceeding five days for the return of the contract, required bonds and required evidence of insurance.

The City shall approve the contractor's bonds meeting the requirements as set forth above and the contractor's evidence of insurance meeting the requirements of the bid documents, as well as complete the execution of the contract, within 20 days after their presentation by the contractor unless the successful contractor agrees in writing to a longer period.

A proceed order shall be issued by the City within 15 days after final execution of the contract by the City, unless both parties agree in writing to a stipulated extension of time for the issuance of a proceed order.

Should the successful bidder or bidders to whom a contract is awarded fail to execute a contract and furnish acceptable contract securities and evidence of insurance as required by law within the period as set forth above, the City shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the proposal of the next lowest bidder. If no other bids are received, the full amount of the proposal

guaranty shall be so retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the City.

ALABAMA PUBLIC WORKS LAW

Alabama law regarding the letting, execution and administration of public improvements contracts (“public works”) by municipalities is set forth in Title 39, Chapters 1 through 5, of the *Code of Alabama, 1975*. The Alabama Public Works Law regarding public works construction projects provides, among other things, as follows:

A. **PUBLIC WORKS LAW:** A public works project is the expenditure of public funds on real estate owned by the City or on a structure attached to that real estate. Section 39-2-1, *Code of Alabama, 1975*, defines “public works” as:

“The construction, repair, renovation or maintenance of public buildings, structures, sewers, water works, roads, bridges, docks, underpasses and viaducts, as well as any other improvement to be constructed, repaired, renovated or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.”

B. **BIDDING ON PUBLIC WORKS PROJECTS:** Alabama now provides that all public works projects shall be governed by Title 39-2-1, et seq., *Code of Alabama, 1975*. Simply stated, those laws provide as follows:

“1. Public works projects involving expenditures of \$50,000 or less do not have to be bid; and

2. Public works projects involving more than \$50,000.00 must be bid; and

3. For public works contracts between \$50,000.00 and \$500,000.00, a City must publish notice of the request for bids at least once in a newspaper of general circulation published in the city; and

4. For contracts involving expenditures of more than \$500,000.00 for public works, a City must also advertise for sealed bids at least once in three newspapers of general circulation throughout the State of Alabama.”

C. **BID BOND:** All contractors that submit a bid on a public works construction project must file a bid bond with the bid.

1. **Requirement:** Alabama law at Title 39-2-4, *Code of Alabama, 1975*.

2. **Amount:** Not less than five percent (5%) of the estimated cost or more than Ten Thousand Dollars (\$10,000.00).

3. **Purpose:** A guarantee by the contractor that it will perform the work for the amount of the bid.

D. PERFORMANCE BOND: Any contractor entering into a contract with the City for a public works project shall, before commencing work, execute a performance bond.

1. **Requirement:** Alabama law at Title 39-1-1(a), *Code of Alabama, 1975*.
2. **Amount:** One hundred percent (100%) of the amount of the contract price.
3. **Purpose:** To guarantee completion of the work.

E. PAYMENT BOND: All contractors entering into a contract with the City for any public works project shall, before commencing the work, execute a payment bond.

1. **Requirement:** Alabama law at Title 39-1-1(a) and (b), *Code of Alabama, 1975*.
2. **Amount:** Not less than fifty percent (50%) of the contract price.
3. **Purpose:** If the general contractor does not pay its subcontractors, then in such event the subcontractors or other people who have furnished labor, materials or supplies for the prosecution of the work can file a claim for payment under the payment bond.

F. BIDS AND BIDDING; AWARD: The contract shall be awarded to the lowest responsible and responsive bidder, unless the awarding authority finds that all the bids are unreasonable or that it is not to the interest of the awarding authority to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsible bidder is one who submits a bid that complies with the terms and conditions of the invitation for bids. Minor irregularities in the bid shall not defeat responsiveness. The bidder to whom the award is made shall be notified by e-mail or letter at the earliest possible date. If the successful bidder fails or refuses to sign the contract, to make bond as provided in this chapter or to provide evidence of insurance as required by the bid documents, the awarding authority may award the contract to the second lowest responsible and responsive bidder. If the second lowest bidder fails or refuses to sign the contract, make bond as provided in this chapter or to provide evidence of insurance as required by the bid documents, the awarding authority may award the contract to the third lowest responsible and responsive bidder. Title 39-2-6(a), *Code of Alabama, 1975*.

G. CONTRACT, BONDS, AND INSURANCE; REQUIRED: The bidder to whom the award is made shall enter into a written contract on the form included in the proposal, plans, and specifications, furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required by subsection (a) of Section 39-1-1 and provide evidence of insurance as required by the bid documents within the period specified or, if no period is specified, within 15 days after the prescribed forms have been presented to him or her for signature. If extenuating circumstances prevail, the awarding authority may grant an extension in time not exceeding five days for the return of the contract, required bonds and required evidence of insurance. Title 39-2-8, *Code of Alabama, 1975*.

H. APPLICABILITY: Notwithstanding any other laws to the contrary (Act 97-225, which is set forth in Title 39, Chapters 1 through 5, of the *Code of Alabama, 1975*, "Public Works" law) shall control all public works contracts on the state, county and municipal levels of government in the State of Alabama. Title 39-1-5, *Code of Alabama, 1975*.

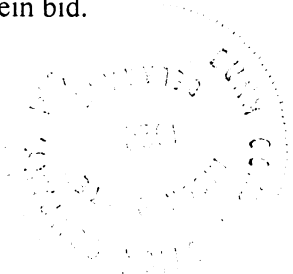
The bidder, by submission of this bid, hereby agrees that the contract executed and delivered by and between the City of Vestavia Hills, Alabama and bidder shall be interpreted, construed, administered and enforced all in accordance with the "Public Works" law of Alabama. The bidder further agrees that should

there by a conflict between the Invitation to Bid and/or the contract with the "Public Works" law of Alabama, then in such event the "Public Works" law shall govern the agreement.

CONSTRUCTION CONTRACT

The City shall award the Construction Contract to the lowest responsible and responsive bidder unless the City finds that all the bids are unreasonable or that it is not in the interest of the City to accept any of the bids. If the City awards the Construction Contract to this bidder, then in such event the bidder, by submission of this bid to the City, agrees to execute and deliver a Construction Contract, a copy of which is attached to this Invitation to Bid. The terms, provisions, limitations and conditions set forth in the contract are incorporated into this Invitation to Bid by reference as though set out fully herein.

The Bidder hereby certifies that no other person, firm or corporation, is either directly or indirectly interested in the bid herewith submitted or will share in any profits which may be derived from same; and that no other person, firm or corporation has any knowledge, either directly or indirectly or implied, as to the prices herein bid.



Signed: *Evans J. Dunn*
 By: Evans J. Dunn
 Address: 3905 Airport Highway
Birmingham, AL 35222
 Our Contractor's State License Number Is: 8
 Name of Partners (if bid on a Partnership): _____

Attached hereto is a certified check or a bidder's bond in the amount of \$10,000 made payable to the City of Vestavia Hills, Alabama.

The bidder proposes and agrees to perform the following items of work at the unit prices shown.

*****SEE ATTACHED*****

Price should include cleaning and preparing existing surface. All striping work after resurfacing efforts to be in accordance with existing conditions. The quantities listed below are a good faith effort estimate by the City of Vestavia Hills; the actual quantities might vary. All traffic control is the responsibility of the Contractor.

Item	Unit	Approximated Quantity	Unit Cost	Per	Total
<i>Seal**</i>	ton	25,000 tons	\$98.75	ton	\$2,468,750.00
<i>Binder**</i>	ton	250 tons	\$ 95.50	ton	\$ 23,875.00
<i>Tack Coat</i>	gallon	23,000 gallons	\$ 3.55	gallons	\$81,650.00
<i>Milling</i>	ton	33,000 tons	\$32.50	tons	\$1,072,500.00
<i>Striping</i>	mile	7 miles	\$3,400.00	miles	\$23,800.00
<i>Temp. Striping</i>	mile	7 miles	\$ 1,000.00	miles	\$ 7,000.00

Permanent Markings (Stop Bars & Crosswalks)	square foot	6,000 sf	\$ 5.90	square foot	\$ 35,400.00
Traffic Loops	linear feet	5,000 feet	\$ 5.30	linear foot	\$ 26,500.00
Raise Manholes	each	200 manholes	\$ 12.00	each	\$ 2,400.00
Valve Box Resets	each	50 valve box resets	\$ 30.00	each	\$ 1,500.00

TOTALS: \$ **\$3,743,375.00**

**Bid amounts for bituminous materials (designated by **), shall be adjusted per the Asphalt Index published monthly by ALDOT (Alabama Department of Transportation). The procedure outlined in ALDOT Specifications Section 109.03 shall be used to determine the adjustment (see Exhibit "A" enclosed).*

Contractor guarantees that maximum cost to apply minimum thickness of slag aggregate seal will not exceed bid price as adjusted by the Asphalt Index.

The Bidder hereby agrees to the following:

The Contractor will be required to comply with the Minimum Wage and Hour Law.

It is assumed that the Contractor can secure sufficient labor at the minimum rate, although the Owner does not guarantee same.

It shall be the Contractor's responsibility to pay such rates of pay necessary to secure sufficient labor for the construction of this job, but no increase in contract price will be allowed for any increase in rates that the Contractor may be required to pay to secure sufficient labor for the construction of the project.

That the Owner shall have the right to reject any and all bids submitted on the proposed work, to waive technicalities and informalities, and to increase or decrease quantities.

*****A PRELIMINARY LISTING OF CURRENT RESURFACING NEEDS IS ATTACHED TO THIS BID. PLEASE CONTACT CHRISTOPHER BRADY, CITY ENGINEER, AT 978-0198, OR LORI BETH KEARLEY, ASSISTANT CITY ENGINEER, AT 978-0236, FOR EXACT LOCATION OF AREAS TO BE RESURFACED AT THIS TIME. *****

REQUIREMENTS
STREETS FOR RESURFACING 2019-2022

Bid Requirements

Bids not conforming to the following requirements may be rejected.

- (a) Bids must be made on the blank bid forms provided.
- (b) Bids must be complete and specific.
- (c) Bids will be free of alterations and erasures.
- (d) Bids will be properly signed by the bidder or by a legally authorized officer or agent of the bidder and notarized.
- (e) Bid bond to be included with bid complete with all information concerning State Contractor's License.
- (f) The bid will be enclosed in a sealed envelope marked "**SEALED BID – STREET RESURFACING.**"
- (f) The sealed envelope must be addressed to:

City of Vestavia Hills
Office of the City Clerk
1032 Montgomery Highway
Vestavia Hills AL 35216
- (h) **All name brands listed in the bid specifications can be changed to an approved equivalent. The approved equivalent must be listed on the bid returned to the City of Vestavia Hills by September 12, 2019, at 10:00 AM in a sealed envelope as required in Section (f) above.**
- (i) A non-mandatory pre-bid meeting will be held in the Executive Conference Room in the Vestavia Hills City Hall at 10:00 AM on September 4, 2019.
- (j) If you have any questions regarding the bid specifications or to get an equivalent approved, please contact Christopher Brady, City Engineer, at 978-0198 or Lori Beth Kearley, Assistant City Engineer, at 978-0236.

2019-2022 PAVING LIST

Linear Footage	Miles	Est SY	Est TN @ 165 #/SY
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CAHABA HEIGHTS				
Bearden Court	970	0.18	2323	192
Bearden Drive	1580	0.30	3872	319
Fairhaven Drive	708	0.13	1337	110
Firewood Drive	870	0.16	2065	170
Greendale Road	2150	0.41	5773	476
Oakview Lane	800	0.15	1584	131
Old Overton Road (Overton Road to Vestavia Hills municipal limits)	3200	0.63	8870	732
Old Wood Lane	1130	0.22	2839	234
Pump House Road (City of Mtn Brook to Dolly Ridge)	1900	0.40	5632	465
Poe Drive	1032	0.20	2064	170
Portion of Ridgely Drive (Crosshaven Drive to White Oak Drive)	1320	0.25	3227	266
Ridgely Court	870	0.16	2065	170

TOTAL MILES	3.11
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COLUMBIANA ROAD/TYLER ROAD				
Chatwood Road	920	0.18	2534	209
Edinburgh Lane	660	0.12	1690	139
Fleetway Drive	1450	0.29	4083	337
Frontier Drive	580	0.11	1549	128
Kingswood Road	600	0.12	1690	139
Vestavia Villas Lane	490	0.09	1089	90
Willow Brook Lane	890	0.17	2394	197

TOTAL MILES	1.08
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HIGHWAY 31 - EAST SIDE				
Cloud Croft Circle	670	0.13	1787	147
Comer Circle	1550	0.29	4083	337
Comer Drive	1290	0.24	3379	279
Comer Place	1210	0.23	3238	267
Forestview Lane	1120	0.21	2957	244
Green Glen Road	1020	0.19	2675	221
Panorama Trail	2650	0.50	7040	581
Shades Crest Circle	350	0.07	903	75
Vesthaven Circle	200	0.04	563	46
Vesthaven Way	1700	0.32	4506	372
Vesthaven Way I	2090	0.40	5632	465
Vista Circle	300	0.06	845	70
Vista Lane	1400	0.27	3802	314
Wickford Road	3060	0.60	8448	697
Willoughby Road	2640	0.50	7040	581
Woodhue Circle	1080	0.20	2816	232

TOTAL MILES	4.25
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HIGHWAY 31 - WEST SIDE				
Beverly Hills Drive	2000	0.38	5350	441
Brookdale Lane	1900	0.36	5069	418
Canton Road	1150	0.22	3098	256
Catala	2130	0.40	5632	465
Cedarbark Lane	1460	0.27	3802	314
Cedarwood Road	2530	0.48	6758	558
Creek Lane	360	0.07	986	81
Forest Haven Ln	1020	0.19	2675	221
Mission Road	2180	0.41	5773	476
Old Creek Trail	4270	0.81	11405	941
Old Orchard Road	2900	0.55	7744	639
Pinecrest Lane	540	0.10	1408	116
Shades View Lane	1740	0.33	4646	383
Southridge Drive	1230	0.23	3238	267
Southview Terrace	1120	0.21	2957	244
Southwood Road (West of Highway 31)	3370	0.64	9011	743
Vestavia Forest Drive	2340	0.44	6195	511
Waldridge Road	2760	0.52	7322	604

TOTAL MILES	6.61
--------------------	-------------

ROCKY RIDGE/DOLLY RIDGE				
Ashley Wood Circle	460	0.09	1267	105
Ashley Wood Drive	1320	0.26	3661	302
Ashley Wood Place	370	0.07	986	81
Ashley Wood Way	390	0.07	986	81
Birchwood Circle	200	0.04	563	46
Birchwood Way	150	0.03	422	35
Buckhead Circle	1180	0.22	2839	234
Buckhead Drive	1450	0.27	3485	287
Buckhead Lane	400	0.07	903	75
Buckhead Road	830	0.16	2065	170
Buckhead Trail	190	0.04	516	43
Buckhead Way	220	0.04	516	43
Cedardell Lane	1200	0.23	3238	267
Cherry Tree Lane	1340	0.25	3573	295
Cheval Circle	320	0.06	845	70
Cheval Lane	2170	0.41	4330	357
Country Ridge Lane	520	0.10	1408	116
Hunters Cove	2190	0.41	5773	476
Leslie Ann Road	960	0.18	2534	209
Morningstar Drive	1490	0.28	3942	325
Old Oak Circle	250	0.05	704	58
Old Oak Lane	1510	0.29	4083	337
Ridge Dell Circle	670	0.13	1678	138
Skyland Drive	1880	0.36	3379	279
Summer Lane	510	0.10	1408	116
Valley Circle	2400	0.45	4224	348
Wisteria Drive (Wagon Gap Trail to Rocky Ridge Road)	1350	0.25	3520	290
TOTAL MILES		4.91		

PATCHWORK FARMS AREA/ALTADENA				
Acton Drive	520	0.10	1278	105
Acton Place	750	0.14	1800	149
Old Looney Mill	1370	0.26	3051	252
Alta Vista Drive	760	0.14	1643	136
Alta Vista Circle	1670	0.32	3755	310
Allacrest Drive	1190	0.22	3098	256

TOTAL MILES	1.06
--------------------	-------------

TOTAL ROAD PAVING MILES = 21

“Exhibit A”

**SECTION 109
MEASUREMENT AND PAYMENT**

this method cannot be used other means of accurately measuring the material may be substituted with permission of the Engineer.

(b) GALLONAGE {LITERS}.

When specified on the plans or in the proposal, bituminous material will be measured by the gallon {liter} in the railroad car, tank truck, distributor tank, or drums. Each railroad tank, tank truck, drum or distributor tank of bituminous material delivered for the project will be measured. The measurement shall be taken when the bituminous material is of a uniform temperature and free from air bubbles.

(c) TEMPERATURE CORRECTION.

The volumetric measurement of the bituminous material will be based upon a temperature of 60 °F {16 °C}, using the following correction factors:

- 0.00035 per degree F {0.00063 per degree C} for petroleum oils having a specific gravity above 0.966 at 60 °F/60 °F {16 °C/16 °C};
- 0.00040 per degree F {0.00072 per degree C} for petroleum oils having a specific gravity between 0.850 and 0.966 at 60 °F/60 °F {16 °C/16 °C};
- 0.00025 per degree F {0.00045 per degree C} for emulsified asphalts.

109.03 Scope of Payment.

(a) QUANTITIES.

The quantities listed in the bid schedule do not govern final payment. Payments to the Contractor for contract items will be made for the actual quantities of these items performed in accordance with the plans and specifications. If upon completion of the construction these actual quantities show an increase or decrease from those in the proposal, the contract unit prices will still govern except where modified by supplemental agreement or allowance made as provided in Articles 104.02 and 104.03. Quantities included in supplemental agreements will be paid for as stipulated therein. Force account work will be paid for as provided in Article 109.04.

(b) BASIS OF PAYMENT.

The Contractor shall accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, equipment and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for all loss or damage arising from the nature of the work, or from the action of the elements except as noted in Article 107.17, or from any unforeseen difficulties which may be encountered during the prosecution of the work and until its final acceptance; also for all risks of every description connected with the prosecution of the work.

(c) UNIT PRICE COVERAGE.

In cases where the basis of payment clause in the specifications relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or materials essential to the item, this same work or materials will not be measured or paid for under any other pay item which may appear elsewhere in the specifications. Reference is made to Item 101.01(c)1.

(d) REPAIR OR RENEWAL OF DEFECTIVE WORK.

The payment of any current estimate shall in no way affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

(e) BITUMINOUS MATERIAL PRICE ADJUSTMENTS.

1. ASPHALT INDEX.

The contract unit prices for bituminous materials shall be based on the asphalt prices at the time of opening bids. The Department will establish a monthly "Asphalt Index" to address fluctuations in the cost of the bituminous materials during the life of the project.

The index will be composed of the following four entries:

- PG Asphalt (for all grades without polymer);
- PG Asphalt with Polymer (for all grades with polymer);
- Emulsified Asphalt (for all grades without polymer and cutback asphalts);
- Emulsified Asphalt with Polymer (for all grades with polymer).

SECTION 109
MEASUREMENT AND PAYMENT

2. USAGE AND PAYMENT.

Adjustments in compensation will be computed each month that bituminous materials are used in the work. Bituminous plant mix bases and pavements, surface treatments and tack coat are the only types of bituminous materials for which a price adjustment will be computed. Adjustments in compensation will be based on an index that is a monthly price per gallon for the bituminous material.

Before the expiration of contract time (plus approved time extensions) the dollar amount of adjustment will be determined by multiplying the increase or decrease of the current (current estimate month) index from a "base index" by the number of gallons of bituminous material used in the work during the period covered by the monthly estimate. The base index will be the value of the index for the month in which the project is let.

After the expiration of contract time (plus approved time extensions) two calculations of a potential price adjustment will be made. The first calculation will be made using the current index and the base index. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The amount of the price adjustment for the current estimate period will be the smallest amount of an increase in compensation if both calculations are an increase in compensation. The amount of the price adjustment will be the largest amount of a decrease in compensation if both calculations are a decrease in compensation. The amount of the price adjustment will be the decrease in compensation if one of the calculations is an increase in compensation and the other calculation is a decrease in compensation.

The amount of asphalt will be calculated as follows:

- Bituminous Plant Mix Bases and Pavements - the number of gallons {liters} of new bituminous material required by the approved job mix formula. A conversion factor of 8.51 pounds per gallon {1.02 kg/L} will be used for figuring quantities. No measurement for adjustment will be made for the amount of asphalt rejuvenator used or for the amount of bituminous material recovered and used in surface recycling operations.

- Surface Treatments - actual gallons {liters} of asphalt used within specification requirements with volumetric correction to 60 °F {16 °C} as per Subarticle 109.02(c).

- Tack Coat - actual gallons {liters} of asphalt used within specification requirements with volumetric correction to 60 °F {16 °C} as per Subarticle 109.02(c).

(f) ADJUSTMENTS DUE TO COST OF CONSTRUCTION FUEL FOR HMA PRODUCTION.

Changes in the compensation due the Contractor will be made by the Engineer to address changes in the cost of fuel required for the production of Hot Mix Asphalt (HMA) in a plant. The changes in compensation will be made based on a monthly index of the cost of fuel determined by the Department.

A monthly HMA production fuel index will be established based on the average area terminal price reports for No. 2 fuel and No. 6 (3.0 % S) fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

Before the expiration of contract time (plus approved time extensions) the dollar amount of adjustment will be determined by multiplying the increase or decrease of the current (current estimate month) index from the base index by the number of gallons of fuel that are used in the production of the HMA during the period covered by the monthly estimate. The number of gallons of fuel required for the production of the HMA shall be 2.0 gallons per ton {7.6 L per metric ton} of HMA produced during the estimate period. The base index will be the value of the index for the month in which the project is let.

After the expiration of contract time (plus approved time extensions) two calculations of a potential price adjustment will be made. The first calculation will be made using the current index and the base index. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The amount of the price adjustment for the current estimate period will be the smallest amount of an increase in compensation if both calculations are an increase in compensation. The amount of the price adjustment will be the largest amount of a decrease in compensation if both calculations are a decrease in compensation. The amount of the price adjustment will be the decrease in compensation if one of the calculations is an increase in compensation and the other calculation is a decrease in compensation.

Changes in compensation will be made for the number of tons {metric tons} of HMA placed and paid for in accordance with the requirements given in the following Sections:

Section 327, Plant Mix Bituminous Base;

Section 404, Paver-Laid Surface Treatment;

**SECTION 109
MEASUREMENT AND PAYMENT**

Section 420, Polymer Modified Open Graded Friction Course;
Section 423, Stone Matrix Asphalt;
Section 424, Superpave Bituminous Concrete Base, Binder, and Wearing Surface Layers;
Section 429, Improved Bituminous Concrete Base, Binder, and Wearing Surfaces.

109.04 Extra and Force Account Work.

(a) GENERAL.

The Contractor will receive and accept payment for work performed under his contract either as contract items of work or as extra work. Contract items of work will be paid for at the unit prices stipulated in the contract. Extra work will be paid for at the unit prices or lump sum stipulated in supplemental agreement, or on a force account basis. Supplemental agreements shall be executed in accordance with Subarticle 104.03(b). When prices are negotiated for payment by supplemental agreement, satisfactory proof of administrative markups for profit, overhead, and other costs may be required by the engineer. Extra work performed on a force account basis will be compensated for in the following manner.

(b) FORCE ACCOUNT BASIS.

1. LABOR.

For all labor and foremen employed on the force account work, the Contractor shall receive the agreed hourly wages or scale for the number of hours the said laborers and foremen were actually engaged in such work. The wages or scale shall be comparable to the wages or scale paid by the Contractor for work of a like nature on his contract pay items and shall be agreed upon in writing by the Contractor and Engineer before the said force account work is begun.

To this sum shall be added an amount equal to 20 percent thereof.

No additional pay beyond the agreed hourly scale will be allowed for "overtime work" unless such overtime work is authorized in writing by the Engineer.

2. BOND, INSURANCE AND TAX.

For public liability and property damage insurance and workmen's compensation insurance premiums, increased bond premiums, unemployment insurance contributions and social security taxes, the Contractor shall receive the actual cost, to which no percent shall be added; in addition on projects which the State Gross Receipt Tax is applicable, may include said tax. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.

3. MATERIALS.

For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work (exclusive of machinery rentals as herein set forth) to which cost 15% will be added.

4. EQUIPMENT.

For rental rates of equipment (other than small tools) authorized by the Engineer for use on force account work, the Engineer will use the latest publication of the Rental Rate Blue Book for construction equipment published by PRIMEDIA Information Incorporated to determine payment to the Contractor. Payment will be made for the actual time that the authorized equipment is in operation on the force account work. The hourly rate for each piece of equipment will be the monthly rate shown in the equipment table divided by 176. Weekly and daily rates will not be used. In addition, for equipment solely dedicated to the force account work, consideration will be given to paying standby cost. Operating rates and standby rates for computing the equipment payment will be determined as follows:

Operating rates. The hourly rate will be multiplied by the appropriate rate adjustment factor and regional factor shown in the Rate Adjustment Table and on the Regional Adjustment Map, respectively, to obtain the adjusted hourly rate. The estimated operating cost/hour from the equipment table will be added to the adjusted hourly rate to establish the operating rate.

Standby rates. The use of a standby rate is appropriate when equipment has been ordered to be available for force account work but is idle for reasons which are not the fault of the Contractor. The standby rate will be determined by multiplying the adjusted hourly rate by 0.50.

Operating rates will be used only when the equipment is actually being used. Standby rates will be used under the following conditions:

a. The equipment must be totally dedicated to the force account work and not used intermittently on other work.

RESOLUTION NUMBER 5194

**A RESOLUTION APPROVING AND ASSENTING TO A
DECLARATION OF VACATION**

WITNESSETH THESE RECITALS

WHEREAS, a Declaration signed by the owners of all the lands abutting the following described utility easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said utility easement, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

WHEREAS, a copy of said Declaration with map attached is marked as “Exhibit A”, attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

WHEREAS, the above-referenced utility easement is commonly referred to as “a utility easement” and is more particularly described as follows:

Description of a 15 wide utility easement to be vacated , said easement situated in the Southeast Quarter of the Southwest Quarter of Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama, and lying on Lots 1, 2, 3 and 4, Block 2, according to the survey of Meadowlawn Estates 1st Addition, as recorded in Map Book 47, Page 5, in the probate office of Jefferson County, Alabama, said easement being 7.5 foot wide on both sides of a centerline described as follows: Commence at the intersection of the Southerly right of way line of Knollwood Drive , with the Westerly right of way line of Asbury Road; thence run South 03 degrees 21 minutes 10 seconds East along said westerly right of way line of Asbury Road for 148.75 feet to the point of beginning of said easement centerline; thence run North 89 degrees 03 minutes 02 seconds west for 156.29 feet to a point on the Westerly boundary of Lots 1 and 4, Block 2 of said Meadowlawn Estates 1st Addition, to the end of said easement centerline.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the vacation of the hereinabove described utility easement is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

RESOLVED, DONE AND ORDERED, on this the 13th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 13th day of November, 2019, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

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

October 21, 2019

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: vacation of easement, 3070 GreenValley Road

I have reviewed the request for vacation of this easement and find no issues. I provide favorable recommendation of City approval.

Please let me know if questions,

Sincerely,
-Christopher

A handwritten signature in blue ink, appearing to read "C. Brady", is written over the typed name "Christopher".

STATE OF ALABAMA
JEFFERSON COUNTY

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting THE EASEMENT as same appears on the Plat of MERCERLAWN ESTATES which Plat is recorded in Plat Book 47, at Page 5, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said EASEMENT as the same appears of record on the Plat to be vacated, and said EASEMENT is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of EASEMENT is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that EASEMENT be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. EASEMENT is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at SAID RECORDED PLAT

_____ . A copy of the map reflecting the location of _____ is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting EASEMENT and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 3730 GREEN VALLEY ROAD
Legal Description: LOTS 1, 2, 3, 4 BLOCK 2 ACCORDING TO THE
SURVEY OF MEADOWLAWN ESTATES PLAT BOOK 47 PAGES
Owners' Name(s): TIEBOS, LLC

B. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

C. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

D. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

E. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

F. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

6. All of the undersigned do hereby declare EASEMENT to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of EASEMENT and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the _____ day of _____, 20_____.

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)

* 

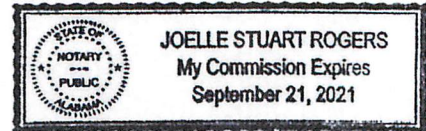
STATE OF ALABAMA
JEFFERSON COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Pete Horton and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20TH day of August, 2019.

Joelle Stuart Rogers
Notary Public



STATE OF ALABAMA
JEFFERSON COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that _____ and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

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

Notary Public



Spire Inc.
2101 6th Avenue North
Birmingham, AL 35203

formerly Alagasco

October 9, 2019

Matt Rowan
Graham & Co.
1801 Fifth Avenue North Suite 300
Birmingham, Al 35203

RE: 3070 Green Valley Road, Vestavia Hills, Al. 35216

Dear Matt,

In response to your letter dated October 09, 2019 relative to the above referenced easement vacation.

Please be advised that Spire Alabama Inc. has no facilities located within the area which is requested to be vacated.

Sincerely,

A handwritten signature in black ink that reads "Tod J. Fagan". The signature is written in a cursive style with a large initial "T".

Tod J. Fagan
Manager, Right of Way
Spire Alabama Inc.



AT&T - Alabama
3196 Highway 280
Room 102N
Birmingham, AL 35243

T: 205.258.4176
F: 205.972.2105
www.att.com

September 23, 2019

Dave Arrington
2032 Valleydale Road, Suite C
Birmingham, AL 35244

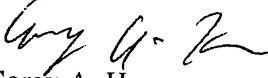
Dear Mr. Arrington,

You may present this letter to interested parties as evidence that BellSouth Telecommunications dba AT&T-Alabama agrees to release their rights to the utility easement within the property recorded as Lots 1, 2, 3 & 4 in the Survey of Meadowlawn Estates 1st Addition recorded in Map Book 47 Page 5 in the Probate Office of Jefferson County Alabama.

The utility easement at 3070 Green Valley Road, Vestavia Hills, AL to be vacated is situated in Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama.

Should you have questions or need additional information please feel free to contact me at (205) 258-4176 or email ch0568@att.com.

Yours truly,


Corey A. Howe
ROW - Alabama



BIRMINGHAM
WATER WORKS

September 24, 2019

#618

Arrington Engineering
Attn: Dave Arrington
2032 Valleydale Road
Suite C
Birmingham, AL 35244

Dear Mr. Arrington:

You may present this letter to interested parties as evidence that The Water Works Board of the City of Birmingham has no existing facilities within the 10' utility easement located along Lots 1, 2, 3 and 4 according to the Survey of Meadowlawn Estates 1st Addition, which is to be vacated situated in the SE ¼ of the SW ¼ of Section 15, Township 18 South, Range 2 West, located in the City of Vestavia Hills, Alabama. Therefore, the Water Board has no objection to the vacation of said utility easement.

Should you have questions or need additional information, please feel free to contact Ms. Antris Betts, System Development Specialist at (205) 244-4262; or you may contact Ms. Betts via email at antris.betts@bwwb.org.

Very truly yours,

Douglass Stockham, IV. PE
Manager - System Development

AB/ lm
D.P. 411-4



Friday, October 11, 2019

Attention: Matt Rowan

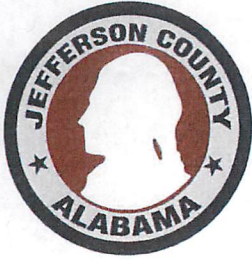
Subject – Consent to vacate unused easement.

You may present this letter to interested parties as evidence that Charter Communications agrees to release their rights to the utility easement within the property recorded as Lots 1, 2, 3, & 4 in the Survey of Meadowlawn Estates 1st Addition recorded in Map Book 47 Page 5 in the Probate Office of Jefferson County, Alabama. The utility easement at 3070 Green Valley Road, Vestavia Hills, AL to be vacated is situated in Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama.

Thank you,

Joe Fry
Construction Supervisor
(205)603-2060
Joe.Fry@charter.com

JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS - PRESIDENT
LASHUNDA SCALES
SHELIA TYSON
STEVE AMMONS
T. JOE KNIGHT


TONY PETELOS

CHIEF EXECUTIVE OFFICER

DAVID DENARD
Director of Environmental Services Department
SUITE A300
716 Richard Arrington, Jr. Blvd. N.
Birmingham, Alabama 35203
Telephone (205) 325-5496
FAX (205) 325-5981

MEMORANDUM

TO: James F. Henderson, Jr
County Property Manager

FROM: David Denard, Director 
Environmental Services Department

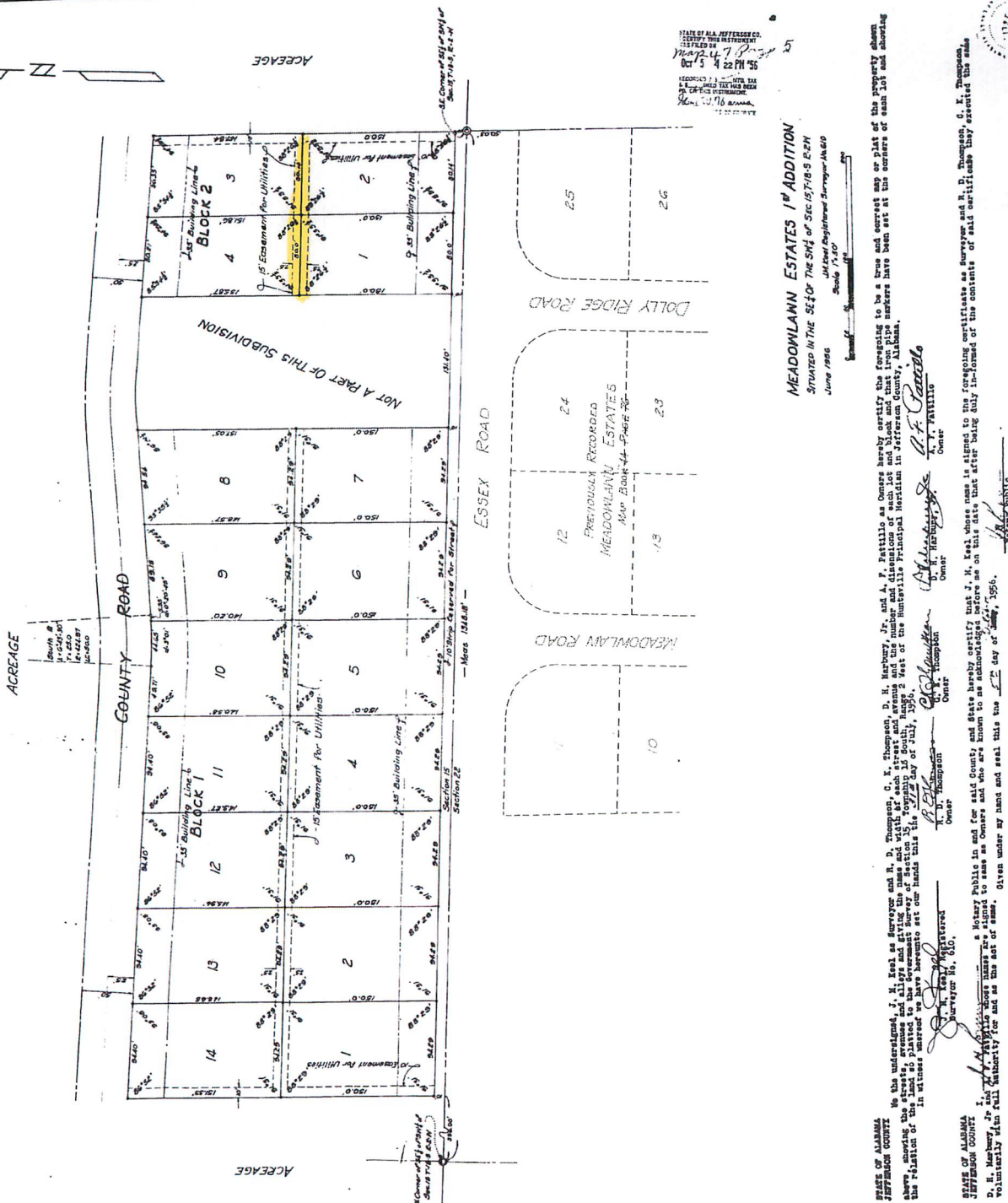
DATE: October 14, 2019

RE: Proposed Vacation of Utility Easement/Tiebos Resurvey
City of Vestavia – 3070 Green Valley Road
Map Book 47, Page 5

This responds to your memorandum dated October 11, 2019 regarding the request for vacation of an existing utility easement located within the above referenced property. (said easement highlighted in yellow on enclosed drawing "A") It appears, to the best of our knowledge, that no County maintained sanitary sewer exists within said highlighted utility easement. Based on the aforementioned, we have no objection to vacation of said utility easement insofar as sanitary sewers are concerned. This memorandum should not be construed that this department warrants the accuracy of information provided to us by others.

cc: Emily Kemp, ESD
Ben Pate, ESD
File

DRAWING A



STATE OF ALABAMA
JERFESSON COUNTY
RECORDED
Map of J. H. Kead
Oct 5 4 22 PM '56

STATE OF ALABAMA
JERFESSON COUNTY
RECORDED
Map of J. H. Kead
Oct 5 4 22 PM '56

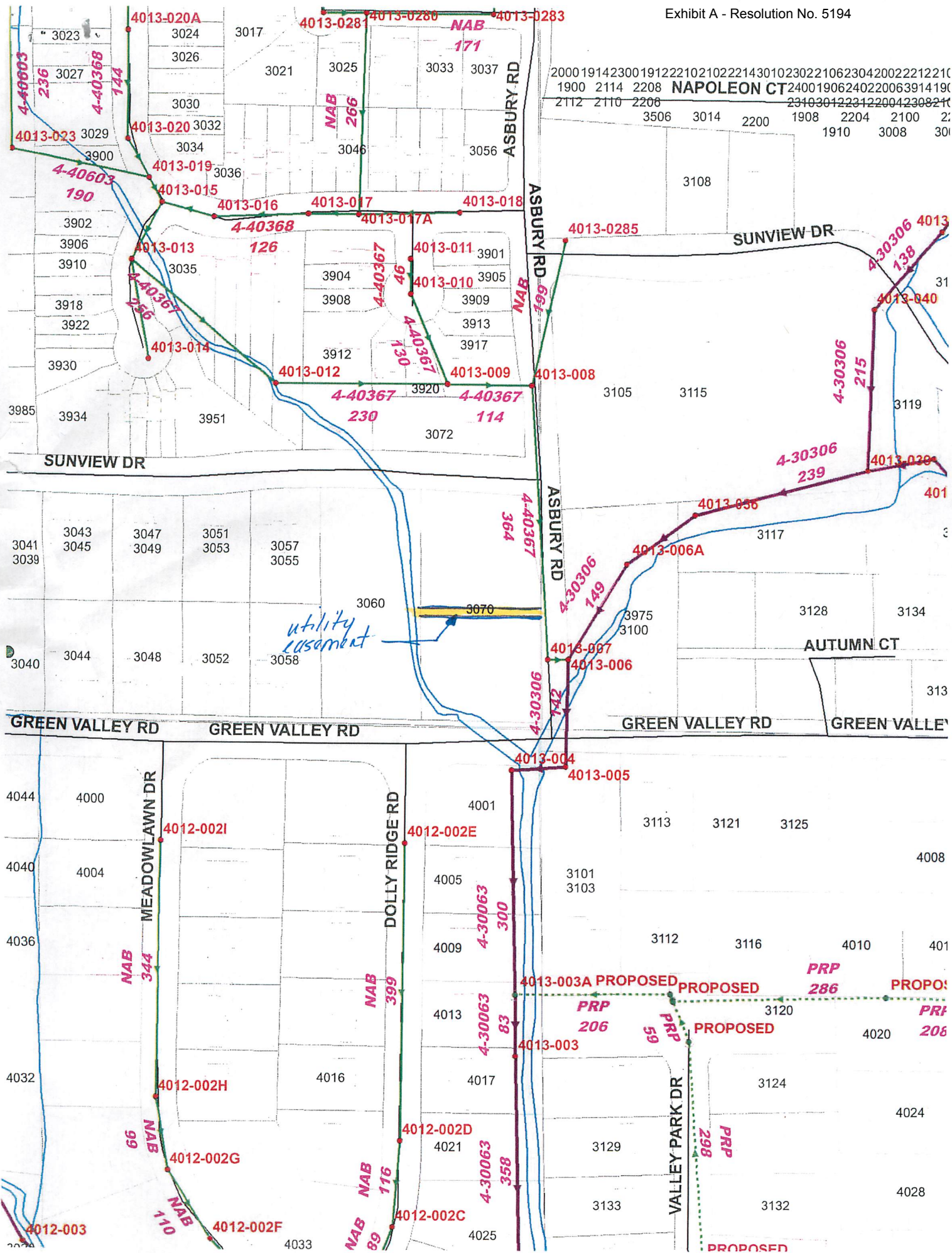
MEADOWLAWN ESTATES 1ST ADDITION
STATED IN THE SE¹ OF THE SW¹ OF SEC 15 T18 S 22 N
June 1956
Scale 1" = 40'

APPROVED: J. H. Kead, Surveyor
J. H. Kead, Surveyor

APPROVED: J. H. Kead, Surveyor
J. H. Kead, Surveyor

APPROVED: J. H. Kead, Surveyor
J. H. Kead, Surveyor

APPROVED: J. H. Kead, Surveyor
J. H. Kead, Surveyor



2000191423001912221021022214301023022106230420022212210
1900 2114 2208 **NAPOLEON CT** 24001906240220063914190
2112 2110 2206 2310301223122004230824
3506 3014 2200 1908 2204 2100 2100
1910 3008 3010

utility easement

PROPOSED **PRP 286** **PROPOSED** **PRP 206** **PROPOSED** **PRP 59** **PROPOSED** **PRP 298** **PROPOSED**



2 Industrial Park Drive
Pelham, Alabama 35124

APC Document #72248260-001

September 16, 2019

Dave Arrington
Arrington Engineering
2032 Valleydale Rd.
Birmingham, AL 35244

RE:

Proposed vacation of that portion of a parcel of land being a Resurvey of Lots 1, 2, 3 and 4, Block 2, known as Lot 1-A, according to the Survey of Meadowlawn Estates 1st Addition, as recorded in Map Book 47, Page 5, in the Probate Office of Jefferson County, Alabama. Said portion lying in the Southeast $\frac{1}{4}$ of the of the Southwest $\frac{1}{4}$ of Section 15, Township 18 South, Range 2 West, in Jefferson County, Alabama.

Dear Mr. Arrington:

Alabama Power Company will offer no objections to the proposed vacation of the easement, so long as an exception is made that Alabama Power Company's rights are protected. The total right of way for APCo is 30 feet total, 15 feet on both sides of center line, plus anchors, for any overhead lines, and 10 feet total, 5 feet on both sides of center line, for any underground facilities that may be in place, within this easement area.

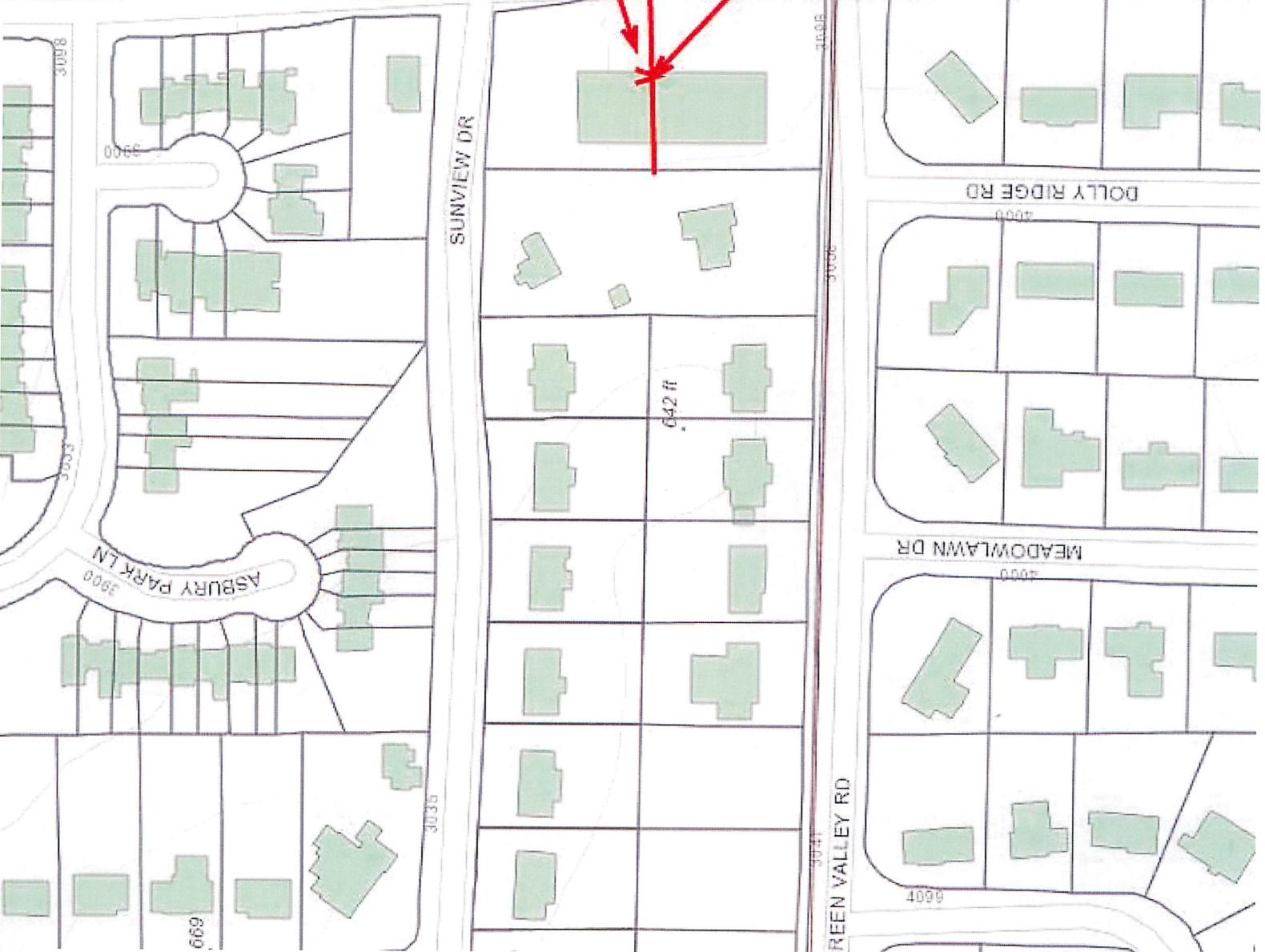
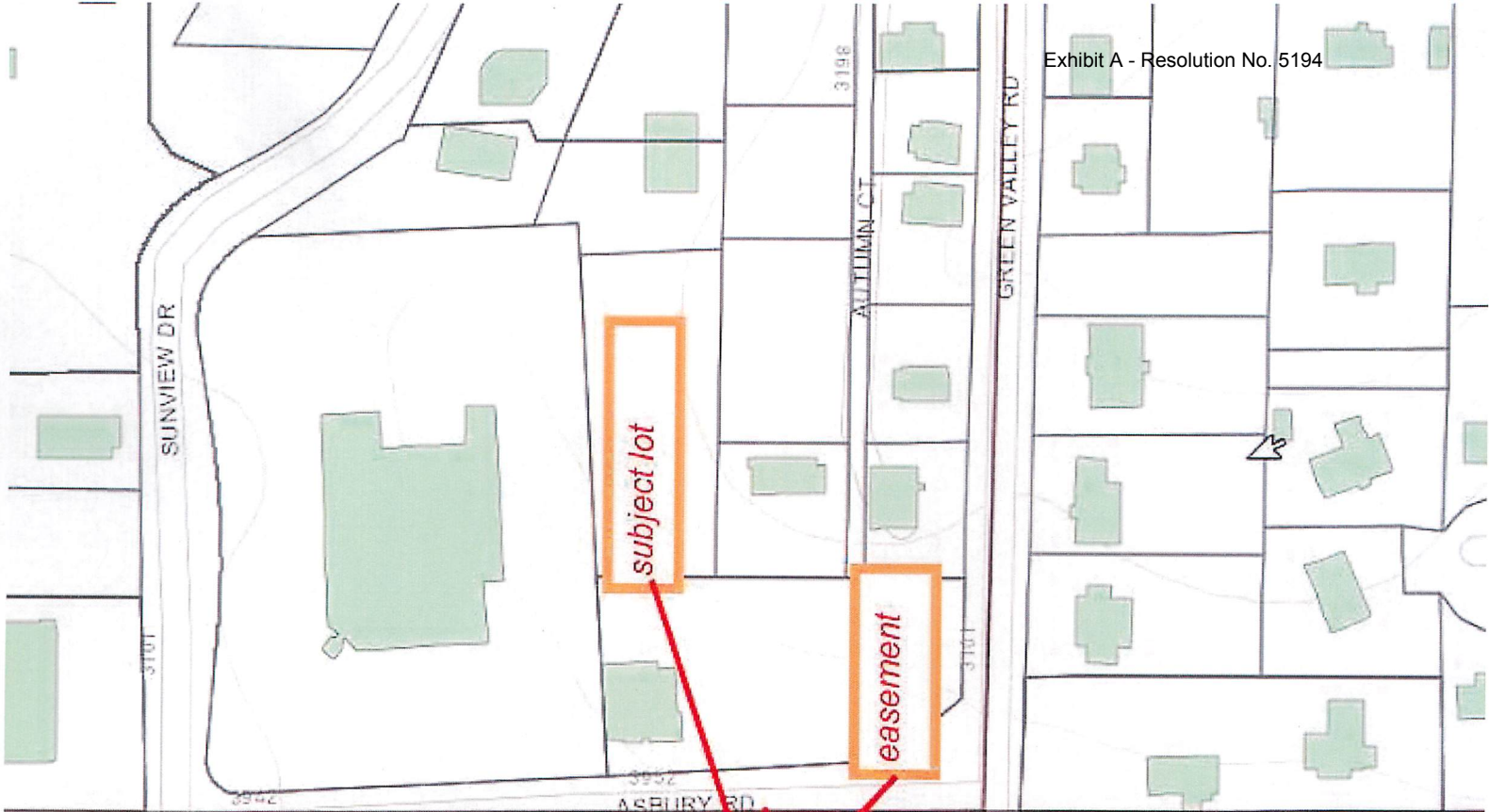
Should the need arise for the company to extend additional facilities from any existing lines, Alabama Power Company will acquire the necessary rights of way from the owner of record date.

I trust this letter is sufficient for your needs but if not, please call me at (205)226-1754.

Sincerely,

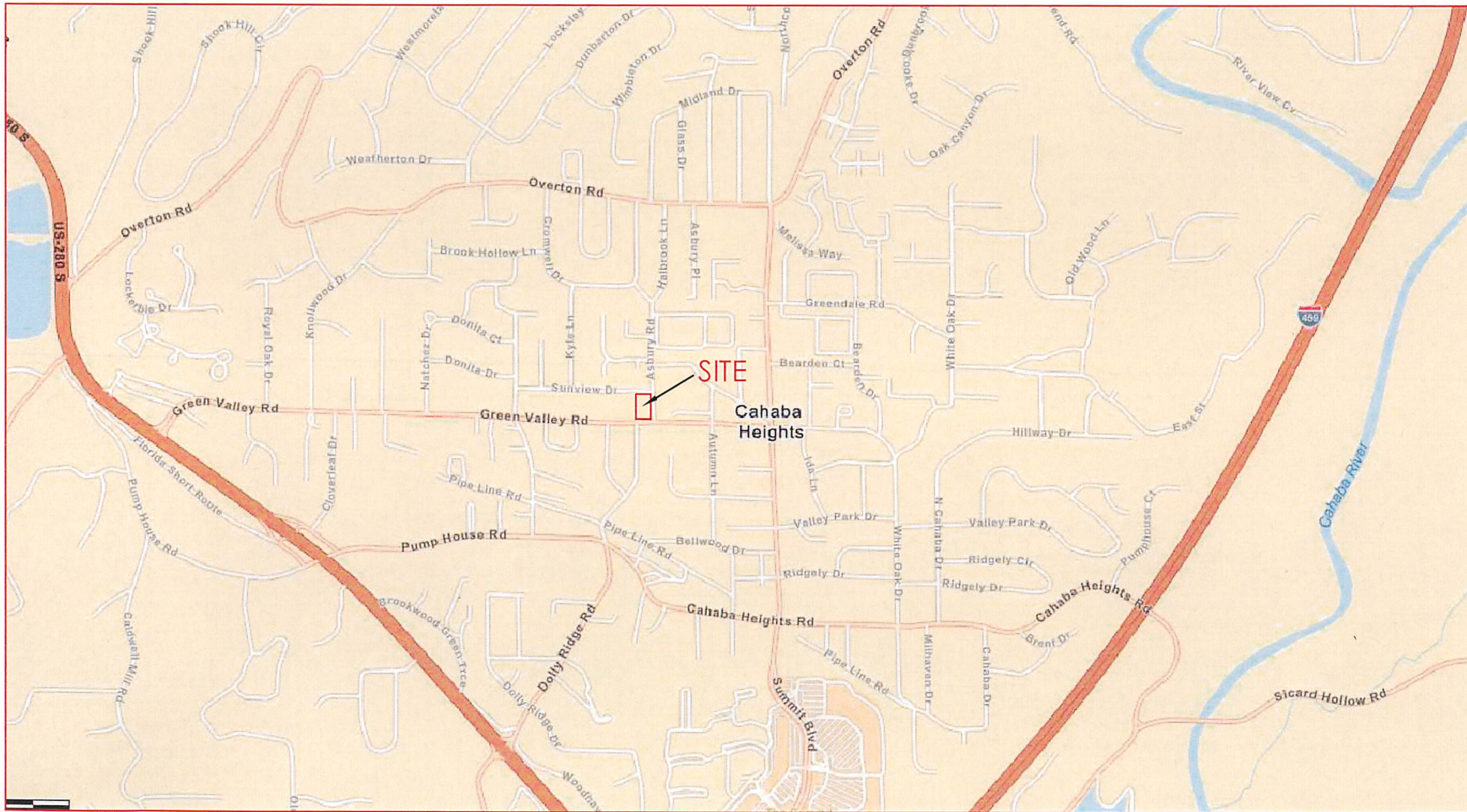
A handwritten signature in blue ink, appearing to read "Dean Fritz", written over a horizontal line.

Dean Fritz
Corporate Real Estate



VICINITY MAP TIEBOS RESURVEY

3070 GREEN VALLEY ROAD



ARRINGTON ENGINEERING
Civil Engineers - Surveyors - Land Planners
Office: (205) 985-9315 Fax: (205) 985-9385
2032 VALLEYDALE ROAD Birmingham AL 35244

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

_____, 2019

**Re: Special Economic Development Agreement
 (Serra Automotive Group Project)**

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "City"); (2) as Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf; (3) the attached pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the City duly held on November 13, 2019, 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; and (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 City and have affixed the official seal of the City on the above date.

Clerk of the City of Vestavia Hills, Alabama

SEAL

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

**Special Economic Development Agreement
(SerraAutomotive Group Project)**

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 November 13, 2019. 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:

RESOLUTION NO. 5200

A RESOLUTION AUTHORIZING
A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
BETWEEN
SERRA AUTOMOTIVE, INC. AND ANTHONY AND MARY MARGARET SERRA

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 "City"), 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 City and Serra Automotive, Inc. and, Anthony and Mary Margaret Serra, (the "Beneficiary") 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) Pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772"), it is necessary, desirable and in the public interest for the City to grant public funds in maximum principal amount of \$232,372 pursuant to and for the purposes of the Special Economic Development Agreement.

(c) 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 the Beneficiary or any private entity or entities.

(d) (1) On November 13, 2019, the City caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the City, 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 November 13, 2019 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 to 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 Serra Automotive, Inc. and, Anthony and Mary Margaret Serra, (the "Beneficiary"), to be dated the date of delivery, pursuant to which City Agreement the City shall make economic development grants to the Beneficiary, based solely upon a percentage of net sales tax proceeds and business license fee revenues received by the City from the operation of an automobile dealership on a site owned and improved by the Beneficiary in the maximum aggregate amount of \$232,372, for the purpose of promoting the economic development of the City and in consideration of the establishment by the Beneficiary and the operation of commercial and related facilities in the City.

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

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

All interested persons may examine and review the City Agreement and the Resolution, 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.

(e) (1) The assessed valuation of the taxable property in the City for the preceding fiscal year (ending September 30, 2018 and on the basis of which taxes became due and payable on October 1, 2018) was not less than \$751,103,144.

(2) The total indebtedness of the City chargeable against the debt limitation for the City prescribed by Amendment No. 772(a)(4) (which indebtedness does include this obligation), 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 City 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 City thereunder and shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

Dated Date of Delivery

by

**CITY OF VESTAVIA HILLS, ALABAMA
City Hall
1032 Montgomery Highway
Vestavia Hills, Alabama 35216**

between

SERRA AUTOMOTIVE, INC. AND ANTHONY AND MARY MARGARET SERRA

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

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

_____, 2019

This Agreement is made and delivered on the above date by:

Beneficiary: Serra Automotive, Inc. and Anthony and Mary Margaret Serra

City: City of Vestavia Hills, Alabama

Recitals

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

The City has agreed to provide the Beneficiary, as provided herein, the within referenced Special Economic Development Payments.

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

Agreement

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

ARTICLE 1

DEFINITIONS

For purposes of this Agreement:

Affiliate shall mean, with respect to the Beneficiary, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person. For purposes hereof, “control” means the authority and power, direct or indirect, to direct the management and policies of the specified Person, by ownership interest, contract, or otherwise, and the terms “controlling “ and “controlled” have meanings correlative to the foregoing.

Annual Economic Development Payment shall mean, for each Annual Payment Date, an amount equal to fifty percent (50%) of the City Business License Fee Revenue actually received by the City with respect to the business operating the Project on the Subject Real Property during each annual period for which such Annual Economic Development Payment is determined.

Annual Payment Date shall mean March 1 (or the next succeeding Business Day) in each year.

Annual Payment Period shall mean the period beginning on the Date of Commencement and ending on the first to occur of (i) the occurrence of three consecutive Annual Payment Dates thereafter; or (ii) that date on which the City shall have paid as Special Economic Development Payments an aggregate amount not less than the Total City Commitment; or (iii) termination of this Agreement by the City under Section 6.01(b).

Beneficiary shall mean the Person in whose name this agreement is last registered on the Registration of Ownership attached hereto.

Business Day shall mean any day other than (i) a Saturday or a Sunday, (ii) a day on which banking institutions are authorized or required to be closed for business in the City, or (iii) a day on which the administrative and financial offices of the City are authorized or required to be closed.

City Business License Fee Revenue shall mean the business license fees paid to the City with respect to the business operating the Project on the Subject Real Property.

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

City Sales Tax shall mean collectively the privilege license and excise taxes levied by the City (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 City (subject to exemption of certain property as provided by law) or in the business of conducting places of amusement or entertainment within the City, 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 City, generally measured by the sales price of such property.

Date of Commencement shall mean the first date on which all of the following shall have occurred:

- (a) the Date of Validation; and
- (b) the date on which a certificate of occupancy issued by the City for the Project shall have become effective; and
- (c) the date on which the Beneficiary shall have complied with the obligations thereof under Article 5(b).

Date of Delivery shall mean _____, 2019.

Date of Termination shall mean the first date on which all of the following shall have occurred:

- (a) the date on which the Quarterly Payment Period shall have terminated; and
- (b) the date on which the Annual Payment Period shall have terminated.

Date of Validation shall mean that date on which a judgment entered by the Circuit Court of Jefferson County, Alabama validating and confirming this Agreement 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 to the Constitution of Alabama of 1901, as amended, as at any time amended or supplemented, or any successor provision of law.

Finance Director shall mean the Finance Director of the City and any successor to the duties and functions thereof.

Governmental Authority shall mean and include any federal, state, county, municipal or other government, and any agency, authority, board, bureau, commission, court, department, or instrumentality thereof, having jurisdiction in the premises.

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 Beneficiary at 1476 Montgomery Highway within the corporate limits of the City.

Quarterly Economic Development Payments shall mean, for each Quarterly Payment Date, an amount equal to fifty percent (50%) of the City Net Sales Tax Proceeds actually received by the City derived from operation of the Project during each calendar quarter for which such Quarterly Economic Development Payment is determined.

Quarterly Payment Date shall mean the first day of each January, April, July and October (or the next succeeding Business Day of any thereof) in each year.

Quarterly Payment Period shall mean the period beginning on the Date of Commencement and ending on the first to occur of (i) the Quarterly Payment Date that next succeeds the expiration of 38 consecutive calendar months; or (ii) that date on which the City shall have paid as Special Economic Development Payments an aggregate amount not less than the Total City Commitment; or (iii) termination of this Agreement by the City pursuant to Section 6.01(b).

Serra Project Fund shall mean the fund established pursuant to Section 4.01.

Special Economic Development Payments shall mean, collectively, the Quarterly Economic Development Payments and the Annual Economic Development Payments.

State shall mean the State of Alabama.

Subject Real Property shall mean the real property described on Exhibit A hereto.

Total City Commitment shall mean the amount of Two Hundred Thirty-Two Thousand Three Hundred Seventy-Two Dollars (\$232,372).

ARTICLE 2

REPRESENTATIONS

SECTION 2.01 The City.

The City hereby represents and certifies as follows:

(a) (i) The City has duly authorized the execution, delivery and performance of this Agreement pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended.

(ii) The expenditure of public funds for the purposes set forth in this Agreement (A) will result in direct financial benefits to the City and (B) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Beneficiary or any private entity or entities.

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

(b) There is no action, inquiry or proceeding by or before any Governmental Authority pending, or threatened in writing, by, against or concerning, the City which involves the validity, or performance by the City, of this Agreement.

(c) The City recites, certifies and declares that all acts, conditions, and things required by the Constitution of the State of Alabama of 1901, as amended, and the laws of the State of Alabama to exist, happen and be performed precedent to or in connection with the authorization and delivery of this Agreement do exist, have happened, and have been performed in due time, form and manner as required by law.

SECTION 2.02 The Beneficiary.

The Beneficiary hereby represents and certifies as follows:

(a) The Beneficiary are either duly organized, validly existing and in good standing as a corporation under the laws of the State of Alabama or are residents of Alabama and have duly authorized the execution, delivery and performance of this Agreement.

(b) The Beneficiary is qualified to do business in the State of Alabama to the extent required by the laws thereof.

(c) The Beneficiary has made all filings, given all notices, and received all approvals or consents, required of the Beneficiary by any governmental authority in the jurisdiction of organization of the Beneficiary and the State of Alabama for the effectiveness and enforceability of this Agreement.

(d) There is no action, inquiry or proceeding by or before any Governmental Authority pending, or threatened in writing, by, against, or concerning, the Beneficiary which involves the validity, or performance by the Beneficiary, of this Agreement.

ARTICLE 3

DURATION OF AGREEMENT

This Agreement shall become effective on the Date of Validation and shall continue until, and terminate on, the Date of Termination, whereupon all such obligations of the City and Beneficiary shall be fully satisfied and discharged save and excepting any specific agreement or covenant which by its terms expressly survives termination of this Agreement.

ARTICLE 4

THE SPECIAL ECONOMIC DEVELOPMENT PAYMENTS

SECTION 4.01 Commencement; Serra Project Fund; Determination and Payment of Special Economic Development Payments.

(a) The obligations of the City for the payment of the Special Economic Development Payments shall become effective on the Date of Commencement and shall continue thereafter in accordance with the terms of this Agreement until the Date of Termination.

(b) (i) The City establishes a special fund designated the "Serra Project Fund" to be held by the City for the purposes of this Agreement.

(ii) From and after the Date of Commencement the City shall deposit in the Serra Project Fund the amount of the City Net Sales Tax Proceeds and the City Business License Fee Revenue received by the City from or with respect to the Project when and as such amounts are actually received by the City.

(c) The City orders and directs the Finance Director to pay to the Beneficiary, in accordance with written directions from the Beneficiary with respect thereto executed by Serra Automotive, Inc. and, Anthony and Mary Margaret Serra, indicating in whose name payment shall be made, solely from amounts then on deposit in the Serra Project Fund and in lawful money of the United States of America, subject to Section 4.02:

(i) on each Quarterly Payment Date which occurs during the Quarterly Payment Period the amount of the Quarterly Economic Development Payments determined by the Finance Director to be due and payable on such Quarterly Payment Date; and

(ii) on each Annual Payment Date which occurs during the Annual Payment Period the amount of the Annual Economic Development Payments determined by the Finance Director to be due and payable on such Annual Payment Date.

SECTION 4.02 Nature, Amount and Duration of Obligations of City.

The City and the Beneficiary agree:

(a) Limited Obligation. The obligation of the City for the payment of the Special Economic Development Payments:

(i) is a limited obligation payable solely from the amounts on deposit in the Serra Project Fund allocable to the Special Economic Development Payments;

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

(iii) is subject to (A) all prior pledges of the City Net Sales Tax Proceeds and the City Business License Fee Revenue for the benefit of long term indebtedness of the City; (B) 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 City Net Sales Tax Proceeds and the City Business License Fee Revenue (including without limitation the Special Economic Development Payments) the legitimate and necessary governmental expenses of operating the City; and (C) the application of bankruptcy, insolvency, and other laws affecting creditors' rights.

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

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

(d) Duration and Termination. Anything in this Agreement to the contrary notwithstanding, the City shall have no obligation to pay any amount of Special Economic Development Payments under this Agreement after the Date of Termination.

SECTION 4.03 Agreements of the City.

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

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

ARTICLE 5

OBLIGATIONS OF THE BENEFICIARY

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

(b) The Beneficiary covenants and agrees to convey and grant to the City such interests and rights in and to the Subject Real Property as set forth in the Plan Sheet provided to Beneficiary for CMAQ-7030(600) by the Alabama Department of Transportation for the City to construct and maintain on the Subject Real Property such improvements and structures (including without limitation retaining walls) as shall be required for the City to improve Massey Road.

(c) The Beneficiary shall use the proceeds of the Special Economic Development Payments solely for the purpose of development and operation of the business interests of the Beneficiary within the City.

(d) The Beneficiary agrees to defend, protect, indemnify, and hold harmless the City, 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 Beneficiary, or anyone claiming by through, or under Beneficiary; 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 or Beneficiary. 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

REMEDIES

SECTION 6.01 Remedies.

(a) The City and the Beneficiary may each 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.

(b) Anything in this Agreement to the contrary notwithstanding, the City may terminate this Agreement, without further recourse or obligation hereunder, upon default in the performance, or breach, of any covenant or warranty of the Beneficiary 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 Beneficiary by the City 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.

SECTION 6.02 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

ASSIGNMENT AND DELEGATION OF AGREEMENT BY BENEFICIARY

SECTION 7.01 Assignment of Interests and Rights by Beneficiary.

(a) This Agreement is not negotiable and may be assigned and transferred by the Beneficiary only as provided in this Section.

(b) The Beneficiary may assign the rights thereof to receive the Special Economic Development Payments under this Agreement to an Affiliate upon prior written notice of such assignment and the name, address, and cognizant persons of such Affiliate to the City Manager of the City.

(c) The Beneficiary may pledge the rights thereof to receive the Special Economic Development Payments under this Agreement to a creditor of the Beneficiary upon prior written notice of the name, address and cognizant persons of such pledgee to, and the prior written consent thereto of, the Mayor and City Manager of the City.

(d) The Beneficiary may assign, convey and transfer the rights and interests of the Beneficiary in and to this Agreement to another Person upon:

(i) the prior consent thereto by resolution of the governing body of the City; and

(ii) presentation of this Agreement to the City Manager of the City for endorsement of the ownership of the transferee on the Registration of Ownership hereon.

SECTION 7.02 Delegation of Duties and Obligations by Beneficiary.

The Beneficiary may delegate the performance and observance of the duties and obligations of the Beneficiary under this Agreement only upon the prior consent thereto by resolution of the governing body of the City.

SECTION 7.03 Assignees and Transferees of this Agreement Subject to Defenses and Rights of the City.

(a) Each Person who acquires an interest in this Agreement shall be subject to all defenses and rights of the City at law or in equity and to all payments of Special Economic Development Payments theretofore made by the City.

(b) This Agreement does not constitute a “negotiable instrument” within the meaning or for the purpose of, and a transferee of this Agreement will not have the rights and remedies of a “holder in due course” provided by, Article 3 of the Alabama Uniform Commercial Code.

(c) This Agreement does not constitute a “financial asset” or a “security” within the meaning or for the purpose of, and a transferee of this agreement will not have the rights or remedies of a “purchaser” or “bona fide purchaser” provided by Article 8 of the Alabama Uniform Commercial Code.

ARTICLE 8

PROVISIONS OF GENERAL APPLICATION

The City and the Beneficiary covenant and agree as follows:

- (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 the City and the Beneficiary.
- (e) **Enforceability:** If any provision herein shall be unenforceable, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (f) **Notices:** Any notice given hereunder shall be delivered to the respective addresses set forth on the cover page hereof or as otherwise provided in writing.
- (g) **No Jury Trial:** The City and the Beneficiary each (1) irrevocably 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.
- (h) **No Joint Venture:** This Agreement shall not operate or be construed to create a joint venture or partnership by the City and the Beneficiary.
- (i) **No Other Beneficiaries:** This Agreement is solely for the benefit of the City and the Beneficiary and the successors and assigns thereof and no other Person shall have any benefit, interest or rights under or by virtue of this Agreement.
- (j) **Final and Full Contract:** This Agreement shall constitute the final and full contractual agreement of the City and the Beneficiary and shall supersede all prior or other Agreements (written or oral) thereby relating to the subject matter hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed under seal and attested in the name of the City, and registered as a conditional claim against the City and the within Serra Project Fund and Special Economic Development Payments, by officers thereof duly authorized thereunto on the Date of Delivery.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

By _____
City Manager

S E A L

ATTEST: _____
City Clerk

IN WITNESS WHEREOF, the Beneficiary has caused this Agreement to be executed under seal in the name of the Beneficiary by an officer or legal representative thereof duly authorized thereunto on the Date of Delivery.

SERRA AUTOMOTIVE, INC.

By: _____

Its _____

ANTHONY SERRA

Signature

MARY MARGARET SERRA

Signature

REGISTRATION OF OWNERSHIP

This Agreement is recorded and registered on the records of the City of Vestavia Hills in the name of, and may be enforced by, the last Person named below.

<u>Date of Registration</u>	<u>Beneficiary</u>	Signature of Authorized <u>Officer of City</u>
Dated Date	Serra Automotive, Inc. and Anthony Serra and Mary Margaret Serra	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Jefferson County, State of Alabama entered on the _____ day of _____, 2019.

/s/

Clerk of Circuit Court of Jefferson County,
State of Alabama

EXHIBIT A

Description of Subject Real Property

Section 3.

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

(b) The Mayor, the City Manager, the Finance Director and the officers of the City 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, as 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 City under the Special Economic Development Agreement.

Section 4. The City desires, before the delivery of the Special Economic Development Agreement, to determine the authority of the City to deliver and perform the Agreement, the legality of all proceedings had and taken in connection therewith, and the validity of the means provided for the payment of the obligations of the City thereunder and of the covenants and provisions thereof, and does hereby authorize and direct Maynard, Cooper & Gale, P.C., as special counsel to the City, to file a petition in the name and on behalf of the City against the taxpayers and citizens of the City in the Circuit Court of Jefferson County, Alabama, pursuant to Article 17 of Chapter 6 of Title 6 of the Code of Alabama 1975 and in connection therewith to file all such certificates, documents, instruments and proceedings, and to take all such actions, as shall be necessary or desirable to effect the judicial validation of the Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by any officer or other representative of the City, in connection with the agreements, covenants, and undertakings of the City 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.

ORDINANCE NUMBER 2880

AN ORDINANCE TO AMEND SECTION 12-4 OF THE VESTAVIA HILLS CODE OF ORDINANCES REPUBLISHED 2015 ENTITLED “VESTAVIA HILLS ATHLETIC COMPLEX CAHABA HEIGHTS” TO RENAME THE PARK AS “CAHABA HEIGHTS PARK,” TO RE-ADOPT RULES AND REGULATIONS, TO AMEND ORDINANCE NUMBER 2637 IN ITS ENTIRETY FOR REGULATION OF THE HOURS OF OPERATION, RULES AND REGULATIONS FOR THE CAHABA HEIGHTS PARK

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted amended rules, regulations and hours of operation for Vestavia Hills Athletic Complex Cahaba Heights; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present these rules, regulations and hours of operation to the City Council for consideration; and

WHEREAS, February 22, 2016, the City Council adopted and approved Ordinance Number 2637, an Ordinance amending previous ordinances, naming the park as “Vestavia Hills Athletic Complex Cahaba Heights” and setting forth rules and regulations for the operation of the park; and

WHEREAS, in 2019, the Council adopted the Community Spaces and Infrastructure Plan which included a project to completely renovate and redesign the park; and

WHEREAS, the Parks and Recreation Board has considered and recommended to the City Council to rename the park as “Cahaba Heights Park” in keeping with other parks in the City; and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to amend Ordinance Number 2637 in its entirety to rename the park as Cahaba Heights Park and to re-adopt said amended rules, regulations and hours of operation for the Cahaba Heights Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT SECTION 12-4 OF THE VESTAVIA HILLS CODE OF ORDINANCES REPUBLISHED 2015 SHALL BE

**ENTITLED “CAHABA HEIGHTS PARK” AND ORDINANCE NUMBER 2637 IS
HEREBY AMENDED IN ITS ENTIRETY, AS FOLLOWS:**

SECTION 1. DESIGNATION:

1. The fields, press boxes, etc., located adjacent to the Vestavia Hills Elementary Cahaba Heights in the city shall be known and designated as the "Cahaba Heights Park". Each reference to such athletic complex in an ordinance, map, resolution, document, record or other paper of the City of Vestavia Hills shall be deemed to be a reference to the "Cahaba Heights."

SECTION 2. PARK RULES AND REGULATIONS:

- (1) Cahaba Heights Park shall open at 6:30 a.m. and close at sunset except for events scheduled through the office of parks and recreation. Unauthorized individuals in the park after closing can be subject to penalties described in Section 3.
- (2) Maintenance crews have first priority on any space within the park.
- (3) Access to some areas of the park may be limited due to scheduled events; therefore, if any field has been prepared for a scheduled event, it shall be off-limits to public access. Access may also be limited due to periodic down time to allow recuperation of fields at the direction of the parks and recreation director or the maintenance superintendent.
- (4) There may be times when fields are closed for maintenance.
- (5) No skates, rollerblades, ripsticks, bicycles, go-carts, scooters, motorcycles, four-wheelers, three-wheelers, skateboards, or any other type of vehicle, except for service vehicles, is allowed off of the designated parking area at any time.
- (6) Golf, archery, glass containers, camping, open fires, and dumping are prohibited.

- (7) Fireworks, explosives, or slingshots are not allowed.
- (8) Smoking is restricted per city ordinance.
- (9) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (10) Pets should be kept on a leash and under control at all times. Any solid excretion matter from said pet must be picked up from any surface area. Pets are not allowed on any athletic surfaces including, but not limited to, baseball fields, softball fields, soccer fields, football fields, lacrosse fields, tennis courts or basketball courts.
- (11) Parking is restricted to designated areas.
- (12) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.
- (13) Violators will be asked to leave the premises and are subject to further action and penalties as described in Section 2.

SECTION 3. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provision of this Ordinance shall, upon conviction, be punished in accordance with Title 11-45-9, Code of Alabama, 1975, for a misdemeanor violation for each such offense. Each day any violation of this Ordinance shall constitute a separate offense.

SECTION 3. SEVERABILITY:

If any part, section, or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the

remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 4. EFFECTIVE DATE:

The provisions of this Ordinance Number 2880 shall become effective immediately upon the passage and approval thereof by the City Council of the City of Vestavia Hills, Alabama, and the publication and/or posting thereof as required by Alabama law.

DONE, ORDERED and APPROVED this the 13th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2880 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 13th day of November, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House, Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5196

A RESOLUTION PROPOSING THE ANNEXATION OF CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated June 25, 2019, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 13th day of November, 2019; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 15th day of November, 2019.

2. That on the 24th day of February, 2020, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5196 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2312 St. Joseph Road
Lot 22, St. Joseph Retreat
Vincent and Julie Poppalardo, Owner(s)

APPROVED and ADOPTED this the 13th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:


Rebecca Leavings
City Clerk

2312 St. Joseph Rd

2312 St. Joseph Road



Legend

 Vestavia_Hills_City_Limits

PARCEL #: 28 00 28 4 001 004.000	[111-A-] Baths: 3.5 <small>2312 St. Joseph Road</small> H/C Sqrt: 4,263
OWNER: STEIN JEANNE M	18-012.0 Bed Rooms: 5 Land Sch: A114
ADDRESS: 2312 ST JOSEPH ROAD BIRMINGHAM AL 35243	Land: 240,000 Imp: 335,300 Total: 575,300
LOCATION: 2312 ST JOSEPH RD BHAM AL 35243	Acres: 0.000 Sales Info: 05/01/1977 \$175,000

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

Tax Year : 2019 ▼

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 2	OVER 65 CODE:	LAND VALUE 10%	\$0
EXEMPT CODE:	DISABILITY CODE:	LAND VALUE 20%	\$240,000
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	BLDG 001	111 \$335,300
CLASS USE:		<u>CLASS 3</u>	
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$575,300]:	\$575,300
PREV YEAR VALUE: \$586,900.00	BOE VALUE: 0	Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$115,060	\$747.89	\$0	\$0.00	\$747.89
COUNTY	2	2	\$115,060	\$1,553.31	\$0	\$0.00	\$1,553.31
SCHOOL	2	2	\$115,060	\$943.49	\$0	\$0.00	\$943.49
DIST SCHOOL	2	2	\$115,060	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$115,060	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$115,060	\$586.81	\$0	\$0.00	\$586.81
SPC SCHOOL2	2	2	\$115,060	\$1,933.01	\$0	\$0.00	\$1,933.01
ASSD. VALUE: \$115,060.00			\$5,764.51	GRAND TOTAL: \$5,764.51			
							Payoff Quote

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<u>2019066438</u>	6/25/2019		2019		\$0.00
<u>2019018108</u>	2/18/2019	1/4/2019	2018	STEIN JOHN	\$2,341.32
<u>3880-556</u>	08/21/1990	12/15/2017	2017	JOHN STEIN	\$2,341.32
		12/15/2016	2016	-	\$2,341.32
		12/11/2015	2015	JOHN STEIN	\$2,341.32
		12/10/2014	2014	JOHN STEIN	\$2,312.54
		12/21/2013	2013	-	\$2,299.46
		12/5/2012	2012	JOHN STEIN	\$2,299.03
		20111231	2011	***	\$2,517.94
		20101213	2010	***	\$2,517.94

PARCEL #: 28 00 28 4 001 004.000
OWNER: STEIN JEANNE M
ADDRESS: 2312 SAINT JOSEPH RD VESTAVIA AL 35243-2247
LOCATION: 2312 ST JOSEPH RD BHAM AL 35243

[111-A-] Baths: **3.5** H/C Sqft: **4,263**
18-012.0 Bed Rooms: **5** Land Sch: **A114**
 Land: **240,000** Imp: **346,900** Total: **586,900**
 Acres: **0.000** Sales Info: **05/01/1977**
\$175,000

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3
 EXEMPT CODE: 3-3
 MUN CODE: 02 COUNTY
 SCHOOL DIST:
 OVR ASD VALUE: \$0.00
 OVER 65 CODE: X
 DISABILITY CODE:
 HS YEAR: 0
 EXM OVERRIDE AMT: \$0.00
 TOTAL MILLAGE: 50.1

VALUE

LAND VALUE 10% \$240,000
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 BLDG 001 111 \$346,900

CLASS USE:
 FOREST ACRES: 0
 PREV YEAR VALUE: \$586,900.00
 TAX SALE:
 BOE VALUE: 0

TOTAL MARKET VALUE **[APPR. VALUE: \$586,900]**: \$586,900
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$58,700	\$381.55	\$58,700	\$381.55	\$0.00
COUNTY	3	2	\$58,700	\$792.45	\$5,000	\$67.50	\$724.95
SCHOOL	3	2	\$58,700	\$481.34	\$5,000	\$41.00	\$440.34
DIST SCHOOL	3	2	\$58,700	\$0.00	\$5,000	\$0.00	\$0.00
CITY	3	2	\$58,700	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$58,700	\$299.37	\$5,000	\$25.50	\$273.87
SPC SCHOOL2	3	2	\$58,700	\$986.16	\$5,000	\$84.00	\$902.16

ASSD. VALUE: \$58,700.00

\$2,940.87

GRAND TOTAL: \$2,341.32

DEEDS

INSTRUMENT NUMBER

[2019066438](#)
[2019018108](#)
[3880-556](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
6/25/2019	1/4/2019	2018	STEIN JOHN	\$2,341.32
2/18/2019	12/15/2017	2017	JOHN STEIN	\$2,341.32
08/21/1990	12/15/2016	2016	-	\$2,341.32
	12/11/2015	2015	JOHN STEIN	\$2,341.32
	12/10/2014	2014	JOHN STEIN	\$2,312.54
	12/21/2013	2013	-	\$2,299.46
	12/5/2012	2012	JOHN STEIN	\$2,299.03
	20111231	2011	***	\$2,517.94
	20101213	2010	***	\$2,517.94

Annexation Committee Petition Review

Property: 2312 St. Joseph Road

Owners: Vincent and Julie Pappalardo

Date: 10/17/2019

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 795,500. 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 14 Number in city 10
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: 2312 St. Joseph Road

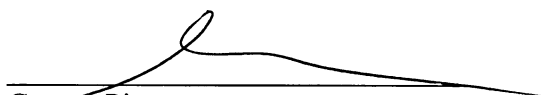
8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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: _____

11. Information on children: Number in family 2; Plan to enroll in VH
schools Yes _____ No _____ Comments: _____

Other Comments: _____


George Pierce
Chairman
10-17-19

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: 2312 St. Joseph Road

Engineering; Public Services

Date: 9/30/19 Initials: CBrady via email

2312 St. Joseph Road -- no significant concerns noted; roadway asphalt is in fair condition; some neighboring properties remain in Jefferson County, so it is anticipated roadway maintenance will continued to be shared with the County.

Police Department:

Date: 9-26-2019 Initials: cdw

Comments: No problems

Fire Department:

Date: 9-26-19 Initials: ZF

Comments: No Problems

Board of Education:

Date: 10/01/19 Initials: S Bendall

Comments: Acceptable under school numbers
(via email)

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 6-25-2019

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.

(205) 253-3699

vinniepappalardo@gmail.com

EXHIBIT "A"

LOT: 22

BLOCK: _____

SURVEY: St. Joseph Retreat

RECORDED IN MAP BOOK 100, PAGE 84 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JCE1

COMPATIBLE CITY ZONING: VHE2

LEGAL DESCRIPTION (METES AND BOUNDS):

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Julie H. Pappalardo</u>	Lot <u>22</u> Block _____ Survey <u>St. Joseph Retreat</u>
<u>[Signature]</u>	Lot <u>22</u> Block _____ Survey <u>St. Joseph Retreat</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Vivian Pappalardo 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]
Signature of Certifier

Subscribed and sworn before me this the 21st day of June, 2019.

[Signature]
Notary Public

My commission expires: 1/17/2021

THOMAS A JOHNSON
Notary Public, Alabama State At Large
My Commission Expires Jan. 17, 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): Vincent + Julie Harper Pappalardo
Address: 2312 St. Joseph Rd
City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	<u>Luke Pappalardo</u>	<u>14</u>	<u>9</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	<u>Claire Pappalardo</u>	<u>13</u>	<u>8</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

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

ORDINANCE NUMBER 2881

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Vincent and Julie Poppalardo dated June 25, 2019, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2312 St. Joseph Road
Lot 22, St. Joseph Retreat
Vincent and Julie Poppalardo

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 13th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2881 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 13th day of November, 2019, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2312 St. Joseph Rd



RESOLUTION NUMBER 5197

A RESOLUTION PROPOSING THE ANNEXATION OF CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated September 10, 2019, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 13th day of November, 2019; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 15th day of November 2019.

2. That on the 24th day of February, 2020, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5197 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2801 Gresham Drive
Lot 13, Gresham Woods Subdivision
Carla and Robert Ingram, Jr., Owner(s)

APPROVED and ADOPTED this the 13th day of November, 2019.

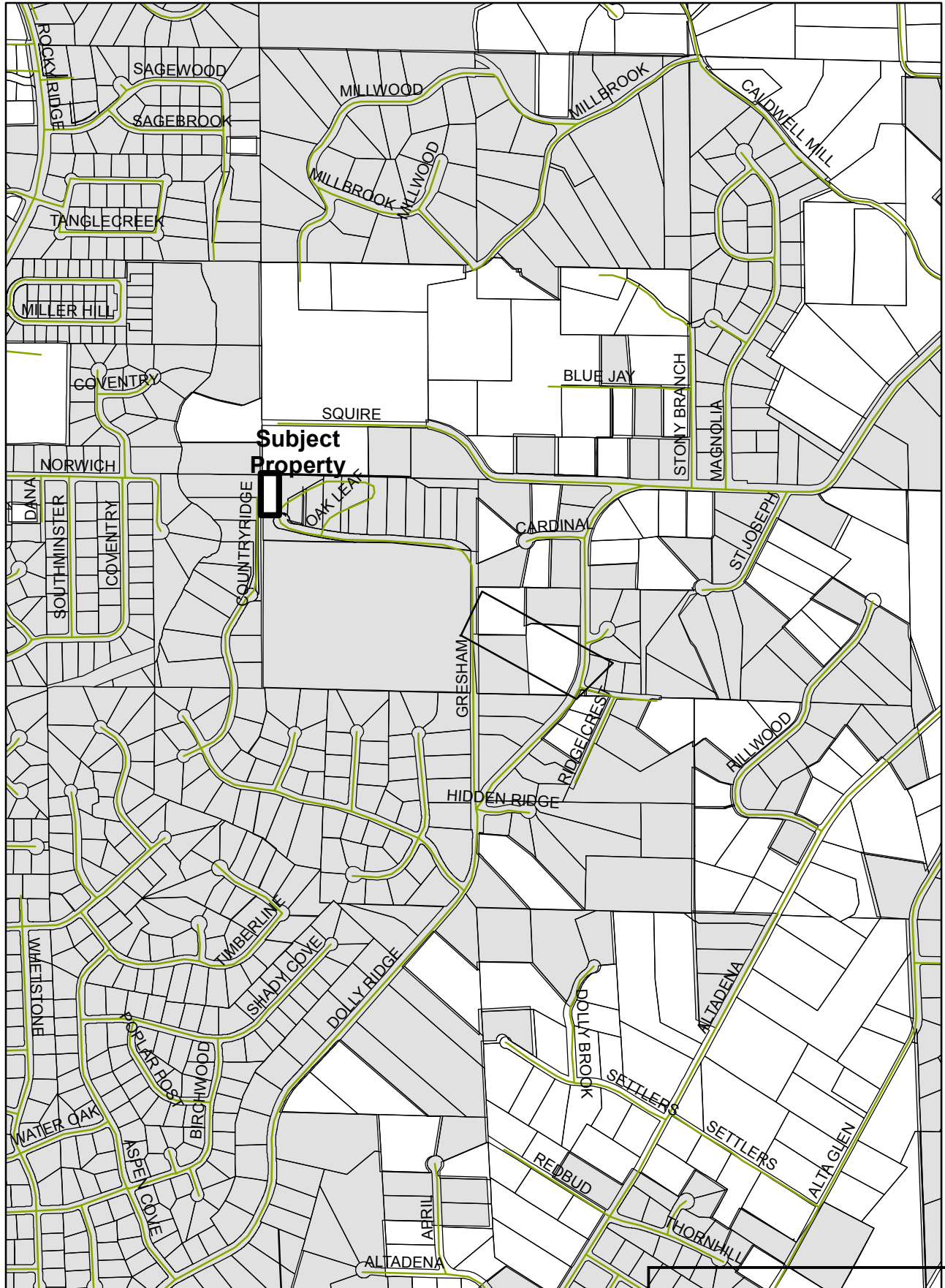
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

2801 Gresham Dr

2801 Gresham Drive



Legend

-  Vestavia_Hills_Parcels
-  Vestavia_Hills_City_Limits

PARCEL #: 28 00 28 3 000 018.015	[111-S-] Baths: 3.5 2801 Gresham Drive H/C Sqft: 3,176
OWNER: INGRAM JR ROBERT RAY & CARLA F	18-012.0 Bed Rooms: 4 Land Sch: G8
ADDRESS: 2801 GRESHAM DR VESTAVIA AL 35243-4303	Land: 206,000 Imp: 589,500 Total: 795,500
LOCATION: 2801 GRESHAM DR AL 35243	Acres: 0.000 Sales Info: 07/01/2009 \$750,000

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

Tax Year : 2019 ▼

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$206,000
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	CLASS 2	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	CLASS 3	
CLASS USE:		BLDG 001	111 \$589,500
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$795,500]: \$795,500	
PREV YEAR VALUE: \$739,100.00	BOE VALUE: 0	Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$79,560	\$517.14	\$4,000	\$26.00	\$491.14
COUNTY	3	2	\$79,560	\$1,074.06	\$2,000	\$27.00	\$1,047.06
SCHOOL	3	2	\$79,560	\$652.39	\$0	\$0.00	\$652.39
DIST SCHOOL	3	2	\$79,560	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$79,560	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$79,560	\$405.76	\$0	\$0.00	\$405.76
SPC SCHOOL2	3	2	\$79,560	\$1,336.61	\$0	\$0.00	\$1,336.61
TOTAL FEE & INTEREST: (Detail)							\$5.00
ASSD. VALUE: \$79,560.00			\$3,985.96		GRAND TOTAL: \$3,937.96		
							Payoff Quote

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<u>200962-26438</u>	07/07/2009		2019		\$0.00
<u>200862-15626</u>	05/06/2008	12/7/2018	2018	CORELOGIC INC	\$3,655.39
		11/17/2017	2017	CORE LOGIC INC	\$3,655.39
		11/21/2016	2016	CORELOGIC	\$3,655.39
		12/1/2015	2015	CORELOGIC INC	\$3,655.39
		12/5/2014	2014	LERETA	\$3,605.29
		11/19/2013	2013	QBE FIRST	\$3,605.29
		12/10/2012	2012	QBE FIRST	\$3,604.80
		20111205	2011	***	\$3,654.90
		20101129	2010	***	\$3,654.90

PARCEL #: 28 00 28 3 000 018.015
OWNER: INGRAM JR ROBERT RAY & CARLA F
ADDRESS: 2801 GRESHAM DR VESTAVIA AL 35243-4303
LOCATION: 2801 GRESHAM DR AL 35243

[111-S-] Baths: 3.5 H/C Sqft: 3,176
 18-012.0 Bed Rooms: 4 Land Sch: G8
 Land: 206,000 Imp: 533,100 Total: 739,100
 Acres: 0.000 Sales Info: 07/01/2009
\$750,000

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10%
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
			\$533,100
CLASS USE:		TOTAL MARKET VALUE	[APPR. VALUE: \$739,100]: \$739,100
FOREST ACRES:	0	TAX SALE:	Assesment Override:
PREV YEAR VALUE:	\$739,100.00	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	\$73,920	\$480.48	\$4,000	\$26.00	\$454.48
COUNTY	3	2	\$73,920	\$997.92	\$2,000	\$27.00	\$970.92
SCHOOL	3	2	\$73,920	\$606.14	\$0	\$0.00	\$606.14
DIST SCHOOL	3	2	\$73,920	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$73,920	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$73,920	\$376.99	\$0	\$0.00	\$376.99
SPC SCHOOL2	3	2	\$73,920	\$1,241.86	\$0	\$0.00	\$1,241.86

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$73,920.00 **\$3,703.39** **GRAND TOTAL: \$3,655.39**

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
200962-26438	07/07/2009	12/7/2018	2018	CORELOGIC INC	\$3,655.39
200862-15626	05/06/2008	11/17/2017	2017	CORE LOGIC INC	\$3,655.39
		11/21/2016	2016	CORELOGIC	\$3,655.39
		12/1/2015	2015	CORELOGIC INC	\$3,655.39
		12/5/2014	2014	LERETA	\$3,605.29
		11/19/2013	2013	QBE FIRST	\$3,605.29
		12/10/2012	2012	QBE FIRST	\$3,604.80
		20111205	2011	***	\$3,654.90

Annexation Committee Petition Review

Property: 2801 Gresham Drive

Owners: Carla and Robert Ingram Jr

Date: 10/17/2019

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 575,300.. 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 *this home is the last to annex.*
Number of total homes _____ Number in city _____
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2801 Gresham Drive

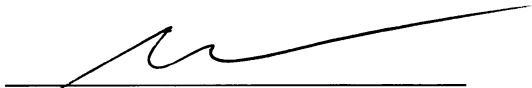
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$_____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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

Other Comments: _____



George Pierce
Chairman 10-17-19

Annexation Committee Petition Review

Property: 2801 Gresham Drive

Owners: Carla and Robert Ingram Jr

Date: 10/17/2019

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 575,300. 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 *this home is the last to annex.*
Number of total homes _____ Number in city _____
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2801 Gresham Drive

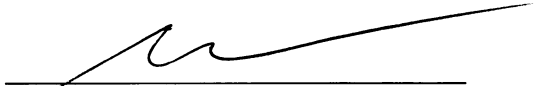
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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

Other Comments: _____



George Pierce
Chairman 10-17-19

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: 2801 Gresham Drive

Engineering; Public Services

Date: 9/30/19 Initials: C Brady (via email)

2801 Gresham Drive -- no significant concerns noted; property fronts a cul-de-sac in which final asphalt has not been completed; Magnolia Woods subdivision has several lots currently under construction and has not been proposed to be dedicated for City maintenance.

Police Department:

Date: 9-26-2019 Initials: CB

Comments: No problems

Fire Department:

Date: 9/26/19 Initials: ZF

Comments: No problems

Board of Education:

Date: _____ Initials: S Bendall

Comments: Acceptable under school numbers
(via email)

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 9/10/19

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.

205-999-1414
rgrayingram@gmail.com

EXHIBIT "A"

LOT: 13

BLOCK: GRESHAM WOODS SUBDIVISION

SURVEY: _____

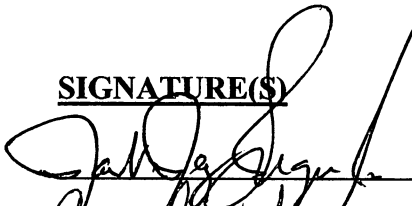
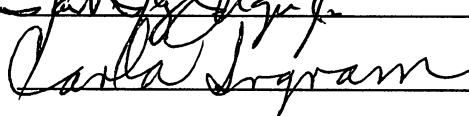
RECORDED IN MAP BOOK 227, PAGE 2 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

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

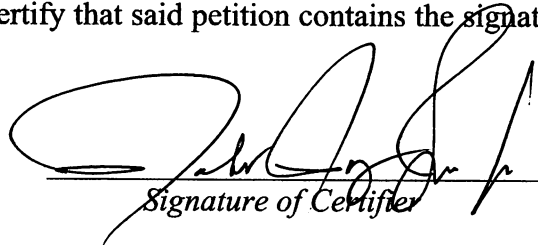
<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
	Lot <u>13</u> Block _____ Survey _____
	Lot <u>13</u> Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

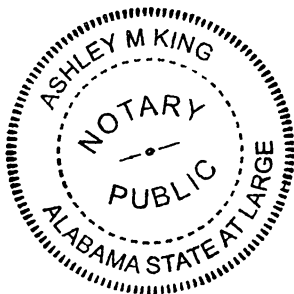
STATE OF ALABAMA

JEFFERSON COUNTY

Robert Ray INGRAM JR 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 7TH day of JUNE, 2019.




Notary Public

My commission expires: JULY 12, 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): ROBERT RAY INGRAM JR & CARLA F. INGRAM
 Address: 2801 GRESHAM DRIVE
 City: BIRMINGHAM State: ALABAMA Zip: 35243

Information on Children:

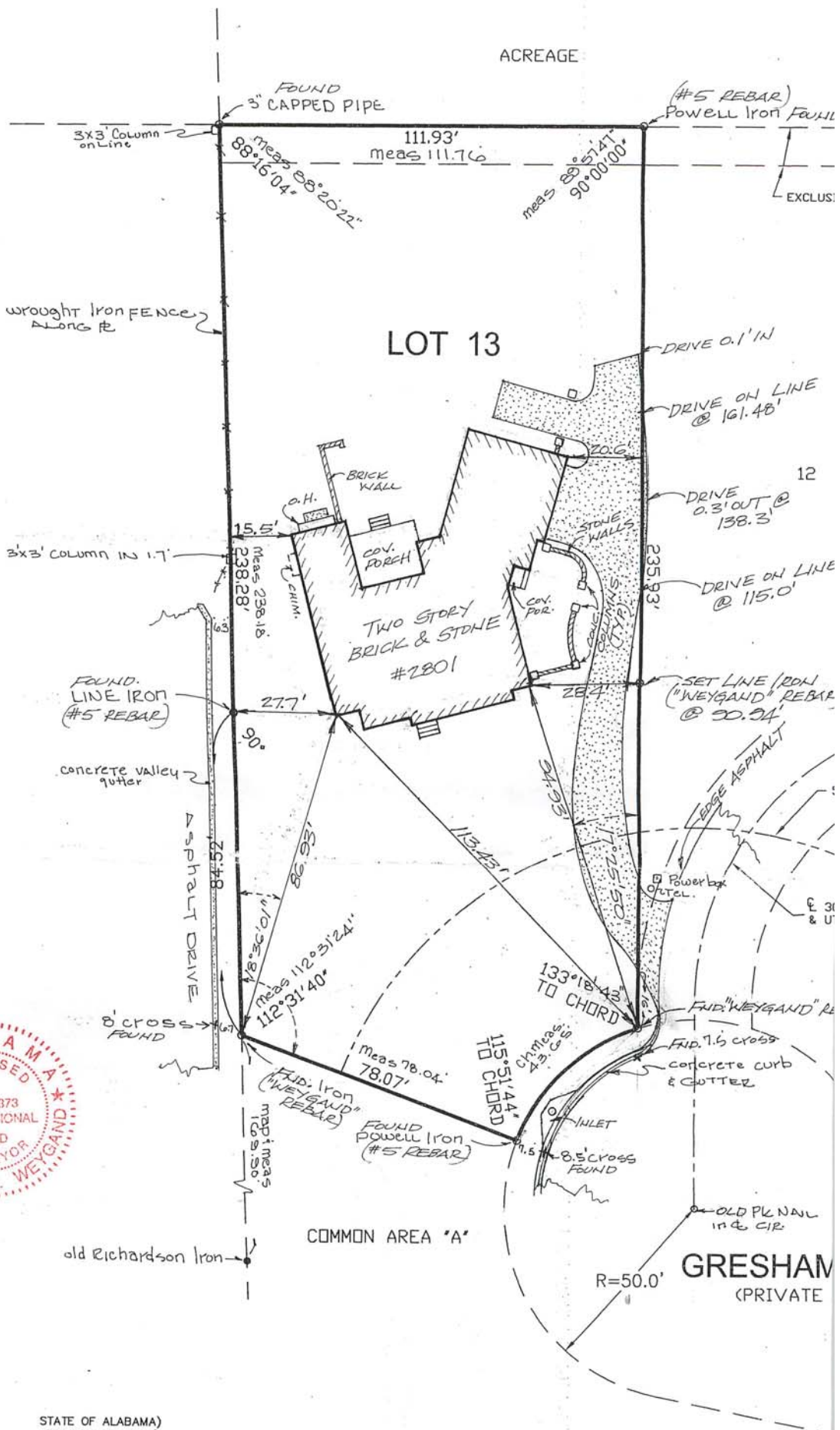
**Plan to Enroll In
 Vestavia Hills School?**

	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": _____

LEGEND

- ASPHALT
- BUILDING
- CALCULATED
- MEASURED
- CHORD
- LONG CHORD
- DEFLECTION
- DELTA
- EASEMENT
- HEADWALL
- MINIMUM
- MANHOLE
- OVERHANG
- PORCH
- RADIUS
- RIGHT OF WAY
- SANITARY
- STORM
- UTILITY
- ACRES
- SQUARE FEET
- CENTERLINE
- AIR CONDITIONER
- POLE
- ANCHOR
- FENCE
- POWER LINE
- PAVEMENT
- WITH
- TANGENT
- RESIDENCE
- LIGHT
- COVERED
- DECK
- CONCRETE
- WALL
- COLUMN



STATE OF ALABAMA
JEFFERSON COUNTY)

"CLOSING SURVEY"

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Ray Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 13, Block 2, GRESHAM WOODS SUBDIVISION, as record Map Volume 227, Page 2, in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or

ORDINANCE NUMBER 2882

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Carla and Robert Ingram, Jr. dated September 10, 2019, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2801 Gresham Drive
Lot 13, Gresham Woods Subdivision
Carla and Robert Ingram, Jr.

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 13th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

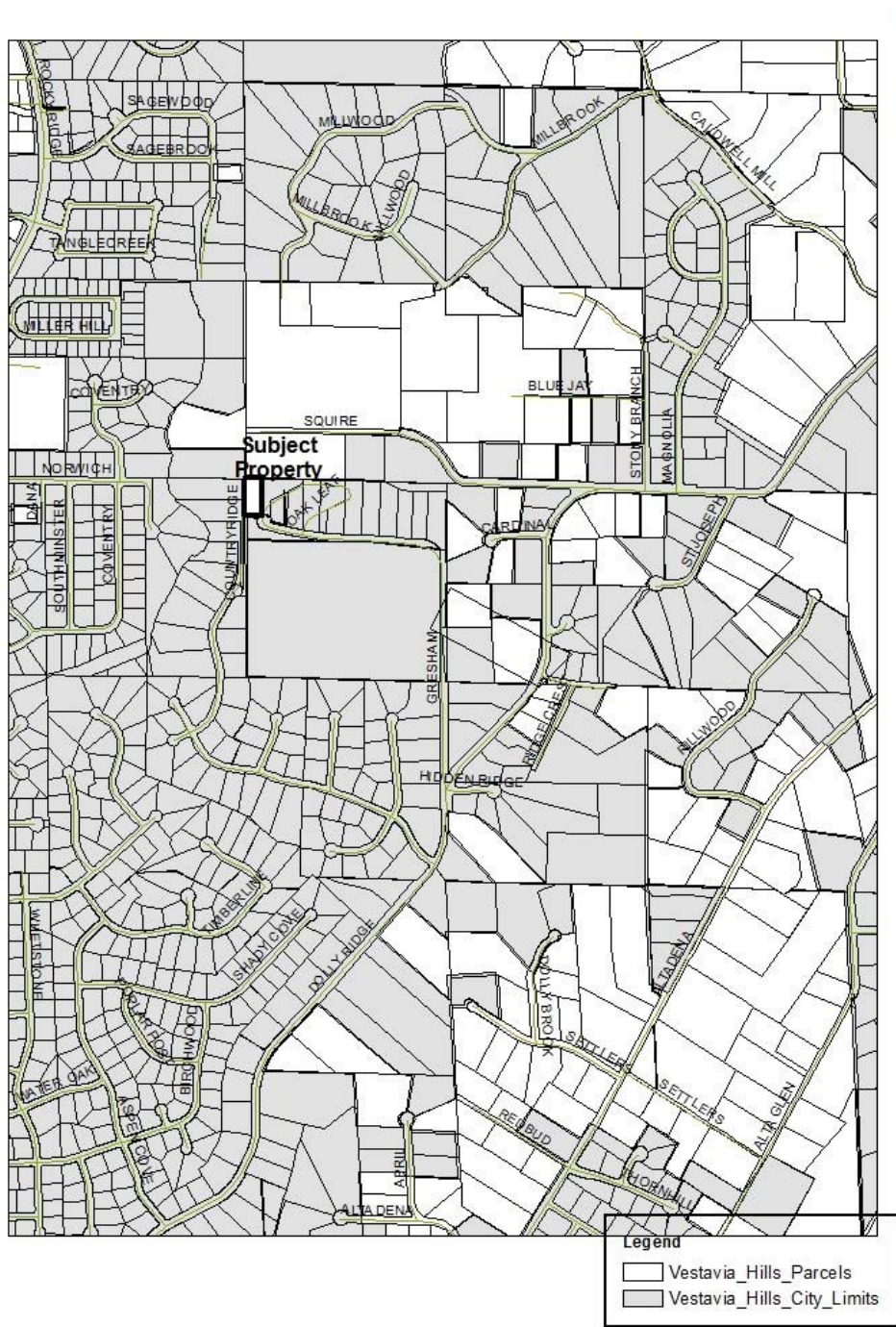
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2882 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 13th day of November, 2019, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 5198

A RESOLUTION PROPOSING THE ANNEXATION OF CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated September 1, 2019, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 13th day of November, 2019; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 15th day of November, 2019.

2. That on the 24th day of February, 2020, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5198 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2637 Alta Glen Drive
Jimit Parekh and Pallavi Shah, Owner(s)

More Particularly Described As Follows:

Begin at the NE corner of the SW¹/₄ of NE¹/₄, Section 33, Township 18 South, Range 2 West, thence an angle to the left 85° 55' and run West along the North line of said quarter-quarter section for 374.95 feet to the Easterly line of County Road; thence an angle to the left of 64° 10' and Southwesterly along the Easterly line of said road for 956 feet to the point of beginning; thence turn an angle to the left of 89° 31' and run Southeast 435.60 feet, thence turn an angle to the right and run along a line parallel to the road in a Southwesterly direction for 200 feet; thence turn an angle to the right and run in a Northwesterly direction along a line parallel to the aforesaid 435.60 feet length to the East line of said road; thence an angle to the right and run in a Northeasterly direction along said road to the point of beginning. Situated in Jefferson County, Alabama, Birmingham Division.

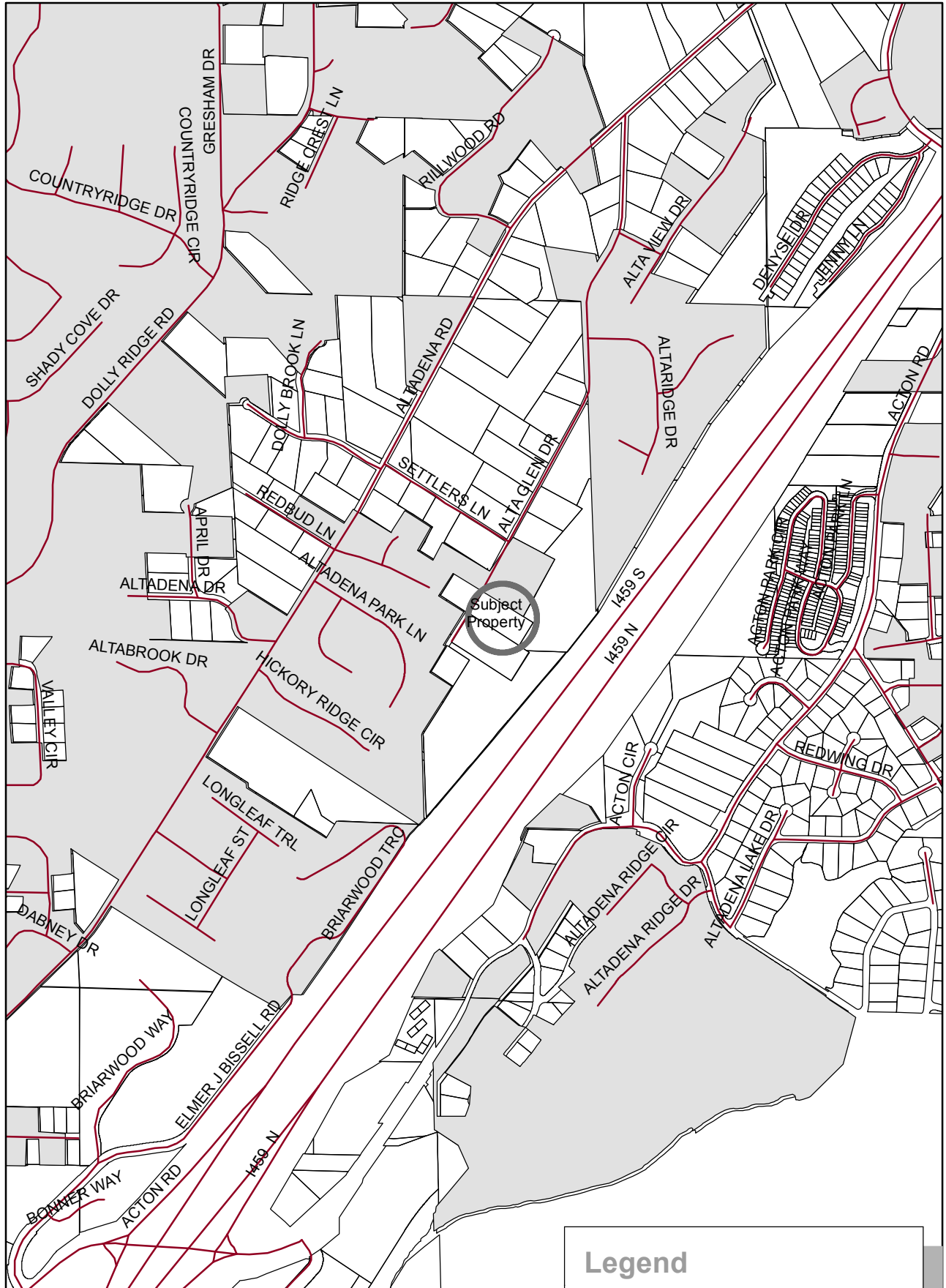
APPROVED and ADOPTED this the 13th day of November, 2019.

Ashley C. Curry
Mayor


ATTESTED BY:

Rebecca Leavings
City Clerk

2637 Alta Glen Drive



Legend

-  Vestavia_Hills_City_Limits

PARCEL #: 28 00 33 1 001 006.000	[111-B-] Baths: 5.0 H/C Sqft: 5,829
OWNER: GRAY BRADLEY & NANCY	18-013.0 Bed Rooms: 6 Land Sch: A114
ADDRESS: 2637 ALTA GLEN DR VESTAVIA AL 35243-4509	Land: 166,900 Imp: 398,500 Total: 565,400
LOCATION: 2637 ALTA GLEN DR BHAM AL 35243	Acres: 0.000 Sales Info: 06/01/2006 \$485,000

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

Tax Year : 2019 ▼

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$166,920
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 01 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	CLASS 2	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	CLASS 3	
CLASS USE:		BLDG 001	111 \$398,500
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$565,400]:	\$565,420
PREV YEAR VALUE: \$663,500.00	BOE VALUE: 0	Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$56,540	\$367.51	\$4,000	\$26.00	\$341.51
COUNTY	3	1	\$56,540	\$763.29	\$2,000	\$27.00	\$736.29
SCHOOL	3	1	\$56,540	\$463.63	\$0	\$0.00	\$463.63
DIST SCHOOL	3	1	\$56,540	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$56,540	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$56,540	\$288.35	\$0	\$0.00	\$288.35
SPC SCHOOL2	3	1	\$56,540	\$949.87	\$0	\$0.00	\$949.87
ASSD. VALUE: \$56,540.00							\$2,832.65
TOTAL FEE & INTEREST: (Detail)							\$5.00
GRAND TOTAL: \$2,784.65							
							Payoff Quote

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<u>200611-6591</u>	06/29/2006		2019		\$0.00
<u>200107-8309</u>	06/15/2001	12/26/2018	2018	CADENCE BANK	\$3,276.64
		12/12/2017	2017	GRAY BRADLEY	\$3,125.33
		11/21/2016	2016	CORELOGIC	\$3,050.18
		12/1/2015	2015	CORELOGIC INC	\$3,050.18
		12/2/2014	2014	CORELOGIC INC	\$2,769.62
		11/19/2013	2013	CORELOGIC INC	\$2,769.62
		11/21/2012	2012	CENTRAL MORTGAGE CO	\$2,989.06
		20111231	2011	***	\$3,042.17
		20101231	2010	***	\$3,031.15

PARCEL #: 28 00 33 1 001 006.000
OWNER: GRAY BRADLEY & NANCY
ADDRESS: 2637 ALTA GLEN DR VESTAVIA AL 35243-4509
LOCATION: 2637 ALTA GLEN DR BHAM AL 35243

[111-B-] Baths: 5.0 H/C Sqft: 5,829
 18-013.0 Bed Rooms: 6 Land Sch: A114
 Land: 166,900 Imp: 496,600 Total: 663,500
 Acres: 0.000 Sales Info: 06/01/2006
 \$485,000

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

Tax Year : 2018

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% \$166,920
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 BLDG 001 111 \$496,600

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$633,400.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$663,500]: \$663,520
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$66,360	\$431.34	\$4,000	\$26.00 \$405.34
COUNTY	3	1	\$66,360	\$895.86	\$2,000	\$27.00 \$868.86
SCHOOL	3	1	\$66,360	\$544.15	\$0	\$0.00 \$544.15
DIST SCHOOL	3	1	\$66,360	\$0.00	\$0	\$0.00 \$0.00
CITY	3	1	\$66,360	\$0.00	\$0	\$0.00 \$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00 \$0.00
SPC SCHOOL1	3	1	\$66,360	\$338.44	\$0	\$0.00 \$338.44
SPC SCHOOL2	3	1	\$66,360	\$1,114.85	\$0	\$0.00 \$1,114.85

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$66,360.00

\$3,324.64

GRAND TOTAL: \$3,276.64

DEEDS

INSTRUMENT NUMBER

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
200611-6591	06/29/2006	12/26/2018	2018	CADENCE BANK	\$3,276.64
200107-8309	06/15/2001	12/12/2017	2017	GRAY BRADLEY	\$3,125.33
		11/21/2016	2016	CORELOGIC	\$3,050.18
		12/1/2015	2015	CORELOGIC INC	\$3,050.18
		12/2/2014	2014	CORELOGIC INC	\$2,769.62
		11/19/2013	2013	CORELOGIC INC	\$2,769.62
		11/21/2012	2012	CENTRAL MORTGAGE CO	\$2,989.06
		20111231	2011	***	\$3,042.17

Annexation Committee Petition Review

Property: 2637 Alta Glen Drive

Owners: ~~Bradley and Nancy Gray~~ Sinit Parikh & Pallavi Shah

Date: 10/17/2019

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 565,420. 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 20 Number in city 7
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: 2637 Alta Glen Drive

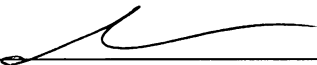
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation.
Yes No Comment _____

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

Other Comments: _____



George Pierce
Chairman 10-17-19

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: 2637 Alta Glen Drive

Engineering; Public Services

Date: 9/30/19 Initials: C Brady (via email)

2637 Alta Glen Drive -- no significant concerns noted; this roadway and other area roadways are narrow and in poor to fair condition; we would request any redevelopment of the property to consider some road widening or shoulder improvements to improve pre-existing conditions; currently, this section of roadway is maintained by Jefferson County.

Police Department:

Date: 9/26/2019 Initials: clw

Comments: No problem

Fire Department:

Date: 9/26/19 Initials: _____

Comments: No problem

Board of Education:

Date: 10/01/19 Initials: S Bendall

Comments: Acceptable under school numbers
(via email)

STATE OF ALABAMA

Jefferson

COUNTY

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

Date of Petition: 09/01/2019

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.

205-356-4263

JIMIT PALLAVI@GMAIL.COM

EXHIBIT "A"

LOT: See attached property tax record _____

BLOCK: _____

SURVEY: _____

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

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

COM INTER S/L OF NE 1/4 & SE R/W ALTA GLEN DR TH NE ALONG R/W 305 FT TO
BEG TH CONT NE ALONG R/W 195 FT TH SE 435 FT TH SW 200 FT TH NW 435 FT TO
POB

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 see attached property tax record

_____ Lot _____ Block _____ Survey see attached property tax record

_____ Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson _____ **COUNTY**

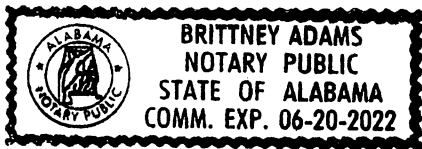
Jimit Parekh

_____ 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.



Signature of Certifier

Subscribed and sworn before me this the 13 day of September, 2019.





Notary Public

My commission expires: 06/20/2022

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): Jimit Parekh & Pallavi Shah

Address: 2637 Alta Glen Drive

City: Vestavia State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Rohan Parekh <i>Currently at Pizitz Middle School</i>	13	7 th Grade	✓	
2.	Akash Parekh <i>Currently at Dolly Ridge Elementary</i>	10	5 th Grade	✓	
3.					
4.					
5.					
6.					

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

ORDINANCE NUMBER 2883

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Jimit Parekh and Pallavi Shah dated September 1, 2019, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2637 Alta Glen Drive
Jimit Parekh and Pallavi Shah

More Particularly Described As Follows:

Begin at the NE corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 33, Township 18 South, Range 2 West, thence an angle to the left 85° 55' and run West along the North line of said quarter-quarter section for 374.95 feet to the Easterly line of County Road; thence an angle to the left of 64° 10' and Southwesterly

along the Easterly line of said road for 956 feet to the point of beginning; thence turn an angle to the left of 89°31' and run Southeast 435.60 feet, thence turn an angle to the right and run along a line parallel to the road in a Southwesterly direction for 200 feet; thence turn an angle to the right and run in a Northwesterly direction along a line parallel to the aforesaid 435.60 feet length to the East line of said road; thence an angle to the right and run in a Northeasterly direction along said road to the point of beginning. Situated in Jefferson County, Alabama, Birmingham Division.

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 13th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

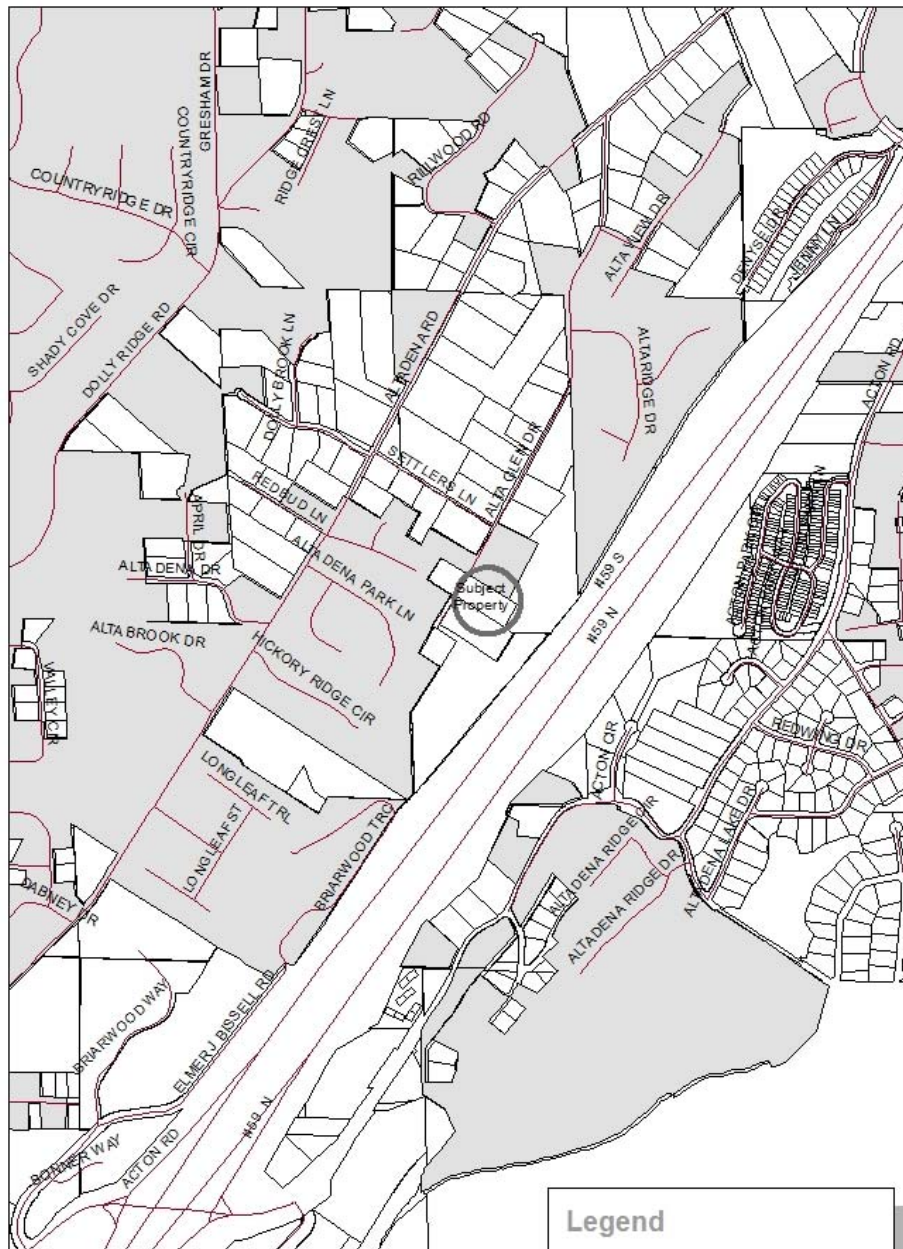
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2883 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 13th day of November, 2019, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2637 Alta Glen Drive



Legend

- Vestavia Hills City Limits

ORDINANCE NUMBER 2884

AN ORDINANCE GRANTING A NON-EXCLUSIVE RIGHT-OF-WAY USE AGREEMENT TO LEVEL 3 COMMUNICATIONS, LLC, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, LEVEL 3 COMMUNICATIONS, LLC (hereinafter referred to as the “the Company”) desires to construct a fiber-optic transmission line within certain public rights-of-way within the City of Vestavia Hills, Alabama; and

WHEREAS, the Company agrees and recognizes that it is required to obtain consent in the form of a right-of-way use agreement from the City of Vestavia Hills in order to construct the proposed fiber-optic transmission line within the corporate limits of the City of Vestavia Hills; and

WHEREAS, the City Council wishes to accommodate the Company’s request and grant a right-of-way use agreement for the construction of the proposed fiber-optic transmission line in accordance with the terms and conditions contained herein.

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

The City Council of the City of Vestavia Hills does hereby grant to LEVEL 3 COMMUNICATIONS, LLC a non-exclusive right-of-way use agreement granting the limited authority to construct a fiber-optic transmission line in the City of Vestavia Hills in and along certain rights-of-way outlined in Exhibit A below, subject to the terms and conditions set forth in the following agreement:

AGREEMENT

This Agreement is entered into on this the 13th day of November, 2019, by and between the City of Vestavia Hills, Alabama (hereinafter referred to as the “City”), and LEVEL 3 COMMUNICATIONS, LLC, (hereinafter referred to as the “The Company”).

W I T N E S S E T H :

The City and The Company do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 “City” means the City of Vestavia Hills, Alabama.

1.2 “Governing Body” or “City Council” means the City Council of the City of Vestavia Hills, Alabama.

1.3 “Gross Receipts” means Gross Receipts on recurring Telecommunications Services that originate or terminate within the corporate limits of the City. Gross Receipts shall not include revenues or receipts arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City.

1.4 “Local Telecommunications Service Revenues” are defined as all revenues received by the Provider from its customer for providing the transport of voice, data and/or video signals within the municipal limits of the City.

1.5 “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.6 “Rights-of-way” means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights-of-way, including, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses held by the City or location within the City which shall entitle the City and the Company to use the same for the purpose of installing, operating, repairing and maintaining the System.

1.7 “System” shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Company in accordance with the terms and conditions contained in this Agreement.

1.8 “Telecommunications” means the transmission, between or among points specified by the user, or information of the user’s choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

1.9 “Telecommunication Service(s)” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

2.0 “Telecommunication System” means the cables, wire, lines, towers, wave guides, optic fiber, antennae, and any associated converters, equipment or facilities designated and constructed for the purpose of producing, receiving, amplifying or distributing Telecommunications to or from locations within the City.

2.1 “Use Fee” means the fee paid by a Provider to the City for locating and maintaining facilities in the rights-of-way.

SECTION 2. Grant of Authority. The City hereby grants to the Company the non-exclusive and limited authority to construct, install and maintain a fiber-optic transmission line in and along the rights-of-way in the City of Vestavia Hills as described and depicted in Exhibit A

which is attached hereto and incorporated by reference (hereinafter referred to as the “System”). The Company shall not expand or extend the System installed or constructed within the City pursuant to this Agreement without approval from the City Council, in its sole discretion.

SECTION 3. Compensation. Five percent (5%) of its quarterly Gross Receipts on recurring facilities-based Local Telecommunications Services revenues for services originating or terminating within the City’s corporate limits.

SECTION 4. Duration and Term. The right-of-way use agreement granted hereunder shall be for an initial term of twenty (20) years (the “Initial Term”) commencing on the effective date of this Ordinance and Agreement, unless otherwise lawfully renewed, revoked or terminated as herein provided. Upon the expiration of the Initial Term, the Company or the City shall have the option to renew this Agreement for one additional term of twenty (20) years, subject to the terms and conditions contained herein, by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party’s intent to renew this Agreement for the additional term.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting of this right-of-way use agreement and approving this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its rights-of-way by the Company or any person or to charge reasonable compensation for such use, and the Company, by its acceptance of this right-of-way use agreement and Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Company is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers.

Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City’s police powers shall be resolved in favor of the latter.

SECTION 7. Standards of Service.

7.1. Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Company pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such rights-of-way.

7.2 Restoration of Rights-of-way. If during the course of the Company's construction, operation or maintenance of the System there occurs a disturbance of any rights-of-way by the Company, it shall, at its expense, replace and restore such rights-of-way to a condition comparable to the condition of the rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The work to be done under this Agreement, and the restoration of rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City Engineer.

7.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

7.4 Trimming of Trees and Shrubbery. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the satisfaction of the City.

7.5. Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

7.6. Minimum Standards. All of the construction by the Company shall conform, at a minimum, to the minimum standards of the Company. In the event there is a conflict between the standards adopted by the Company and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7. Obstructions of Rights-of-Way. Except in the case of an emergency, or with the approval of the City Engineer, no rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work.

The Company shall not so obstruct the rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

7.8. Safety Requirements.

A. The Company shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

B. The Company shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

C. All structures and all lines, equipment and connections in, over, under and upon the rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

D. The Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

7.9. Least Disruptive Technology. The Company is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the rights-of-ways. However, underground installation shall be a last resort and only upon consent of the City. The Company will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Council. The City Engineer may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Company may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies.

SECTION 8. Enforcement and Termination of Agreement.

8.1. Notice of Violation. In the event the Company has not complied with the terms of this Agreement, the City shall notify the Company in writing of the nature of the alleged noncompliance.

8.2. Right to Cure or Respond. The Company shall have 30 days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Company, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

8.3. Public Hearing. In the event the Company fails to respond to the notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within 30 days or by the date projected pursuant to 8.2(c) above, the City shall schedule a public hearing to investigate the

default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time not less than five business days therefrom. The City shall notify the Company in writing of the time and place of such meeting and provide the Company with an opportunity to be heard.

8.4. Enforcement. In the event the City, after such meeting, determines that the Company is in default of any provision of this Agreement, the City may pursue any or all of the following remedies:

- A. Seek specific performance of any provision which reasonably lends itself to such a remedy;
- B. Make a claim against any surety or performance bond which may be required to be posted;
- C. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;
- D. Seek any other available remedy permitted by law or in equity;
- E. In the case of a material default of this Agreement, declare the Agreement to be revoked in accordance with the following:

(1) The City shall give written notice to the Company of its intent to revoke the Right-of-Way Use Agreement on the basis of noncompliance by the Company. The notice shall set forth the exact nature of the noncompliance. The Company shall have 30 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Company, it may then seek termination of this Agreement at a public meeting. The City shall cause to be served upon the Company, at least 10 days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

(2) At the designated meeting, the City shall give the Company an opportunity to state its position on the matter, after which it shall determine whether or not this Agreement shall be terminated. The Company may appeal such determination to the Circuit Court of Jefferson County, which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within 30 days of the issuance of the determination by the City.

(3) The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

8.5. Impossibility of Performance. The Company shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

SECTION 9. Default. Each of the following shall constitute a material default by the Company:

(1) Failure to make any payments to the City required to be made as set forth in this Agreement within thirty (30) days following written notice to the Company;

(2) Failure to maintain a liability insurance policy that is not cured within thirty (30) days following written notice to the Company;

(3) Failure to provide or furnish any information required under this Agreement to the City that is not cured within thirty (30) days following written notice to the Company;

(4) Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice;

(5) The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Company;

(6) The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

(7) If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any

similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

SECTION 10. Prior to any excavation within the rights-of-way, the Company shall obtain a permit from the City pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the rights-of-ways due to the Company's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City.

SECTION 11. Insurance. The Company shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of \$1,000,000.00 for bodily injury and property damage per person and \$3,000,000.00 as to each occurrence, satisfactory to the City. In addition, the Company shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on the policy, and the Company shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City.

SECTION 12. Indemnity and Hold Harmless. The Company agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Company, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Company shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

SECTION 13. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Company. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 15. Other Obligations. Obtaining a right-of-way use agreement pursuant to this Agreement does not relieve the Company of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Company is responsible for all work done in the rights-of-way pursuant to this Agreement, regardless of who performs the work.

SECTION 16. Payment of Costs. The Company shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City.

SECTION 17. Priority of Use. This Agreement does not establish any priority for the use of the rights-of-way by the Company or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 18. Immigration. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

SECTION 19. Notice. Every notice or response required by this Agreement to be served upon the City or the Company shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City of Vestavia Hills,
ATTENTION: Jeff Downes
City Manager, City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

With a copy to:

Patrick H. Boone, Esq.
City Attorney, Vestavia Hills
215 Richard Arrington Jr. Blvd.
Suite 705
Birmingham, AL 35203

The notices or responses to the Company shall be addressed as follows:

Level 3 Communications, LLC
Attn: ROW/NIS.
1025 Eldorado Blvd.
Broomfield, CO 80021

With a copy to:

Level 3 Communications, LLC
Attn: General Counsel
931 14th Street
Denver, CO 80202

SECTION 20. The City and The Company may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 21. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance and Agreement.

SECTION 22. Acceptance. The Company's acceptance of this Agreement shall be in writing in a form approved by the City Attorney and shall be accompanied by delivery of all payments, insurance certificates, applications, acceptance fees and performance of other requirements relating to commencement of construction as set forth in this Agreement.

SECTION 23. Assignment. The Company shall not assign, sell or transfer this Agreement in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Company may assign this Agreement without prior written consent but upon notice to an Affiliate, successor through merger, or acquirer of all or substantially all of its assets, so long as the assignee has the capacity to fulfill the requirements set forth in this Agreement, or to be in compliance with the rules and/or regulations of any regulatory agency, governmental agency, legislative body or court of competent jurisdiction. Any attempted assignment in violation of this provision is null and void.

SECTION 24. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 25. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 26. Governing Law. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

SECTION 27. Severability Clause. 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.

SECTION 28. Repealer Clause. Any Ordinance heretofore adopted by the City Council of the City of Vestavia Hills, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 29. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

ADOPTED AND APPROVED this 13th day of November, 2019.

CITY OF VESTAVIA HILLS, ALABAMA

BY: _____

Its: _____

ATTEST:

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 # 2884 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 13th day of November 2019 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 _____, 2019.

Rebecca Leavings
City Clerk

APPROVED BY:

Its City Manager

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ and _____ whose names as Mayor, City Manager and City Clerk of the City of Vestavia Hills, Alabama, a municipal corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this ____ day of _____, 2019.

Notary Public,
_____ County, Alabama
My Commission Expires: _____

LEVEL 3 COMMUNICATIONS, LLC

BY: _____

Its: _____

STATE OF COLORADO
COUNTY OF BROOMFIELD

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of LEVEL 3 COMMUNICATIONS, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officers and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this _____ day of _____, 2019.

Notary Public,
Broomfield County, Colorado
My Commission Expires: _____

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

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

October 22, 2019

By Electronic Mail

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

In Re: Proposed Franchise Agreement With Level 3 Communications, LLC

Dear Mr. Downes:

On October 15, 2015, you sent to me via electronic mail a copy of a proposed Franchise Agreement by and between the City of Vestavia Hills, Alabama (“City”) and Level 3 Communications, LLC (“the Company”) authorizing the installation of a fiber optic system on certain rights-of-way within the City. You requested that I review the proposed agreement and provide you with my comments. The purpose of this letter is to comply with your request.

RECOMMENDATION

Alabama law at Title 31-13-9(k), *Code of Alabama, 1975*, provides as follows:

“(k) All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: ‘By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.’”

October 22, 2019

Page 2

Therefore, I recommend that the following language be added to the Agreement:

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

I have no other recommendations for additions, deletions, changes and/or corrections. Therefore, I approve it from a legal standpoint provided the above language is added. Please call me if you have any questions regarding this matter.

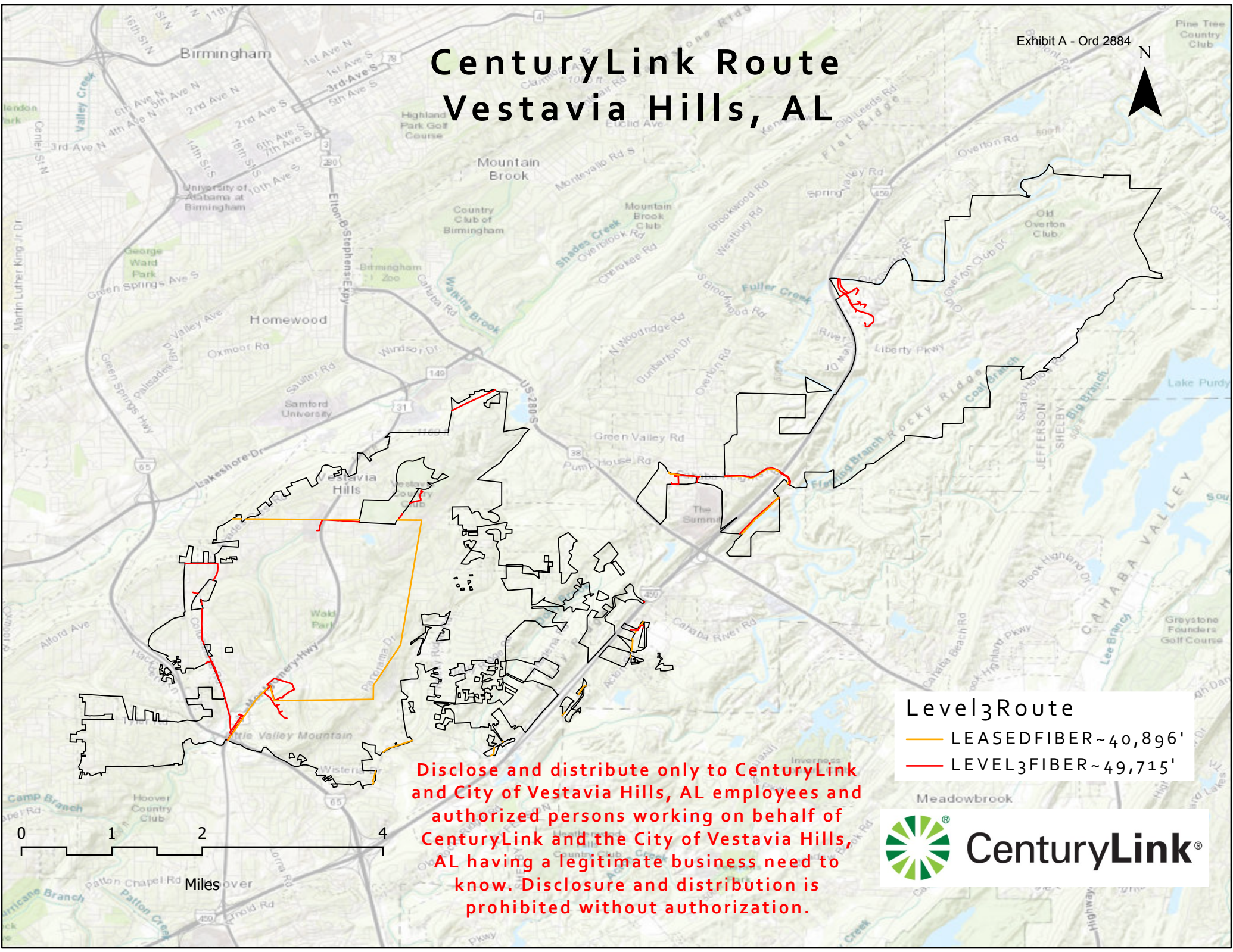
Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

CenturyLink Route Vestavia Hills, AL

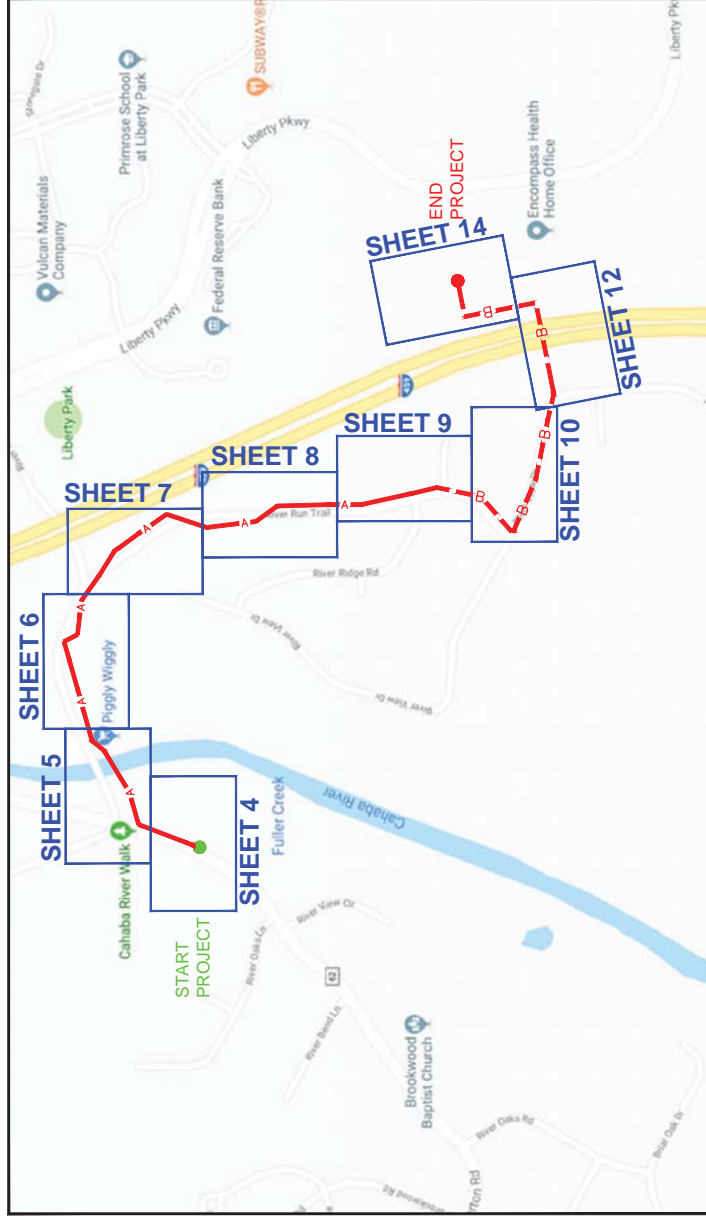


Disclose and distribute only to CenturyLink and City of Vestavia Hills, AL employees and authorized persons working on behalf of CenturyLink and the City of Vestavia Hills, AL having a legitimate business need to know. Disclosure and distribution is prohibited without authorization.

Level3Route
— LEASED FIBER ~40,896'
— LEVEL 3 FIBER ~49,715'



DIVERSE ROUTE 9001 LIBERTY PARKWAY ENCOMPASS



SITE LOCATION

NOTE TO CONTRACTOR:
The information shown on these drawings concerning type and location of underground utilities is not guaranteed to be accurate or all inclusive. The installation contractor is responsible for making his own determination as to type and location of underground utilities as may be necessary to avoid damage thereto, and shall take all due precautionary measures to protect all known utilities and structures. The contractor shall verify location (horizontally and vertically) of existing structures and utilities by prospecting in advance of excavation operations.



CLLI: VSHLALCI
NETBUILD # N489174
PROJECT # N.536390

CUSTOMER CONTACT INFO:

Christopher Vaughan
Senior IT Administrator
HealthSouth
10000
Liberty Parkway
Birmingham, AL 35203
Office: 205-970-3406
Cell: 205-292-3381
Email: christopher.vaughan@healthsouth.com

LEVEL3 COMMUNICATIONS:

John Lockwood
OUTSIDE PLANT ENGINEER
Level3 Communications
10000
Liberty Parkway
Birmingham, AL 35203
Office: 205-263-9163
Email: john.lockwood@level3.com

Shayne Acton
SR. OUTSIDE PLANT ENGINEER

Luffman Byers Telecom, Inc.
1500 Marketa Spur Road
Birmingham, AL 35203
Cell: 205-960-2137
Email: shayne.acton@luffmanbyers.com

SITE INDEX

1. COVER SHEET
2. LEGEND
3. GENERAL NOTES
4. PROJECT SHEET
5. PROJECT SHEET
6. PROJECT SHEET
7. PROJECT SHEET
8. PROJECT SHEET
9. PROJECT SHEET
10. PROJECT SHEET
11. ALDOT COVER SHEET
12. ALDOT SHEET
13. ALDOT SHEET
14. PROJECT SHEET
15. ISP DETAIL SHEET
16. SPECIALS
17. RATE CARD TABLES

SCOPE OF WORK:

Proposed placement of 5118 of new aerial 66ct fiber optic cable and 45 of new ISP 96ct fiber optic cable from an existing splice case to Level3 customer Enccompass Headquarters located in Parkway West at Liberty Parkway, Vestavia, AL. Splicing will consist of adding cables to an existing enclosure, splicing four fibers and splicing 12 fibers in the FDP.

Contractor is to notify Level(3) OSP Engineer, John Lockwood at 205-263-9163 and customer contact Christopher Vaughan at 205-970-3406 a minimum of 48 hours prior to beginning any work on the customer site.

NO	DATE	ENG	DESIGN	DRAFTING	COMMENT
1	05/15/18	MSV/BSD	BSD		ORIGINAL
2					AS-BUILT

Revision # 1



LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.536390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242
DRAWING NAME: N.536390-2001 Liberty Park-Engineering.dwg
SHEET: 1 OF 4

LB PROJECT #: 17-L322

Exhibit A

Ord 2884

GENERAL NOTES

GENERAL NOTES

- Contractor must obtain locates prior to disturbing the ground.
- Contractor must have a copy of the approved permit from the appropriate agency on the jobsite at all times.
- All cable will be placed at standard minimum depth. (Levels standard is 36" deep unless otherwise directed by a Level 3 representative.)
- Any landscaping will be replaced to equal or better than what which existed prior to work.
- Project site will be properly secured prior to the end of each day.
- All work is to be in accordance with all authorities having jurisdiction in the work zone.
- Contractors are advised to contact Level 3 for any additional information or clarification concerning scope of work or the requirements necessary for project completion.
- Contractor is responsible to field verify all dimensions, quantities and existing conditions prior to construction. If a significant change to the running line is needed, please contact your Level 3 representative before proceeding.
- Before construction begins, contractor shall take appropriate precautions to avoid any potential obstructions prior to proceeding with work.
- No construction on private property will commence until approval is given by the appropriate Level 3 employee.
- Contractor shall not proceed with work until they have received a Purchase Order and have been directed to do so by an authorized Level 3 representative.
- Contractor shall not exceed the Purchase Order value without authorization in writing from the appropriate Level 3 representative.
- As-Built will be required for each project including cable footage sequentials at every access point, slack loop, splice location, pole and termination point. Contractor should also provide notes of all changes in depths, running lines, mthh locations, and any other applicable notes to depict the work that took place.

NOTE:

All major changes need to be pre-approved by an authorized Level 3 employee prior to starting the work.

SITE CONDITIONS

The actual location of existing conduit and cables may vary from the location shown. Repair of any damaged conduit containing cable shall be made by use of PVC split duct. The contractor shall enclose the existing cables in PVC. The locations of existing utilities shown in this plan are to be confirmed. When work is to be conducted in the vicinity of known utilities, their actual location must be field verified to avoid conflicts or damage to those utilities. Variation in location between "located positions" and actual positions should be anticipated.

It shall be the contractor's responsibility to verify the location of all underground utilities. Buried utilities may exist in the area in addition to those shown on the plan. The contractor shall contact property owners when working within private easements for location of underground tanks, pipelines, drain tiles, or other buried improvements. The contractor shall also notify the utility notification center prior to commencing any construction activities.

The contractor must assume all buried utilities encountered are alive and active unless specifically instructed otherwise by the owners or operators of said utilities.

Damage to sub-surface structures is the sole responsibility of the placing contractor.

The contractor shall protect the existing traffic control boops. If existing traffic control boops are damaged during construction, the boops from removal to minimal shall be replaced in accordance with governing agency standards and regulations at contractor's expense.

Removal of existing asphalt pavement, concrete curbs, and concrete sidewalks will be "meat line" with saw or pavement cutter, per requirements and specifications of the agency or department responsible for each location. If concrete curbs are encountered while excavating conduit trenches, the concrete removal will be "treat line" with a pavement saw.

If concrete cuts returns and/or sidewalks are replaced due to conduit or manhole installation, the contractor shall place approved hand-capped sidewalk and curb access ramps in conformance with State statutes.

All materials necessary for repair or streets, curbs, sidewalks, sanitary sewers, storm sewers, and public service utilities and the installation of such materials shall be in conformance with the requirements and specifications of the agency or department responsible for the operation and maintenance of the repaired facility.

All work shall conform to the specifications of the jurisdictional permit agency.

All open trench will be clearly marked with barricaded or cones. Steel plates or other types of bridging shall be provided to cover open trench in the travel portion of the streets. These plates or bridging shall be adequate to support the normal vehicle loads anticipated in this area and shall be in place during all non-working areas.

All surfaces to be restored to original condition, and backfill to be compacted as specified. Trench excavation in surfaces which include concrete treated base shall follow local area specifications.

HAZARDOUS MATERIAL

The contractor shall notify the jurisdictional permit agency immediately if any materials are encountered that are considered hazardous by the EPA, DEQ, or OSHA. If potentially hazardous materials are encountered the contractor shall secure the site and prevent the accidental exposure by the public or the contractor's personnel.

The contractor may excavate up to, but shall not disturb known hazardous materials such as asbestos, oils, acid, etc. The removal of all hazardous materials must be done by an approved or certified hazardous materials contractor licensed by the State of Alabama.

A copy of all correspondence pertinent to the removal of hazardous materials shall be transmitted to owner and a copy shall be available at the project office and the job site.

AERIAL NOTES

- Aerial construction to be performed to industry acceptable standards.
- All angles of cable placement shall be noted at the time of construction. Document all points of attachment.
- 6 MM extension arms shall be used for all cable runs unless otherwise noted or approved by the inspector.
- All extension arms to be placed with eye bolts unless otherwise noted or approved by the inspector.
- Bond strand to power NEN where applicable. Anchors to be used will be 3/4" screw in type.
- All straps will be placed 4" before and after every supporting clamp at a minimum of 21" apart.
- P.O.A. = Point Of Attachment
- Add missing grounds
- Repair / Replace existing lashing wire if damaged

CONSTRUCTION STAKING

In areas where the conduit alignment is not clearly defined by curblines, fence lines, or other evidence of the right-of-way, the engineer will provide centerline stakes or paint marks where required to make the proposed conduit alignment obvious.

Closures identified in the plans shall be located by the contractor. Deviation from plan layout shall be approved by the engineer prior to conduit and/or closure installation.

Manhole centers will be field staked by the engineer when requested with offset stakes at right angles to the conduit alignment.

If additional field staking or location of conduits, manholes, property lines, etc. becomes necessary, the contractor is to notify the inspector or the engineer two working days prior to beginning the work.

PERMITS - FRANCHISES- EASEMENTS

Physical work shall not be started until the governing agency inspector and the contractor are in possession of and understand all conditions and specifications set forth in the required permits, franchises, and/or easements.

Placing foreman to have a copy of the permits/easements on site at all times.

Any conflict between work print specifications and specifications set forth under related permits, franchises, and/or easements must be cleared by proper company authority before progressing with work involved.

TRAFFIC CONTROL

This project will involve working along a major arterial road and heavy traffic volume should be anticipated.

Uniform traffic flow shall be maintained at all times. Only equipment and materials necessary for immediately scheduled or in progress will be maintained in the work area. All other equipment and materials will be "stored or stockpiled" in such a manner as to eliminate hazardous conditions for traffic or pedestrians during non-working or slow down periods.

Traffic warning devices and signs shall conform to the manual on uniform traffic control devices for streets and highways (US Government Printing Office) and to the Alabama State highway division standard specifications for highway construction. High level warning type devices are to be used at all times and special warning devices may be used at the discretion of the governing agency at any time. Use will add to the safety and protection of traffic or pedestrians in the construction area.

All conduit trenching in paved areas shall be backfilled with crushed gravel or completely covered at the completion of each working day. Any backfilled trench shall be capped with a minimum layer of asphaltic concrete cold patch at the end of each working day.

The contractor shall mark the conduit trench and define the construction area clearly with barricades, cones, and/or other visible methods that alert the public of the construction activity.

A traffic control plan shall be prepared by the contractor as required and submitted to each permitting agency requesting such plan for review and approval or revision prior to commencing any construction activity for this project. This approved plan shall be submitted to the agency and a copy of the plan shall be kept at the construction site and must be available for review by agency representatives.

SPECIAL UTILITY CLEARANCES

All work conducted adjacent to water mains shall conform to the following conditions:

- Wherever possible conduit shall maintain a horizontal separation of 3' measured surface to surface (outside edge to outside edge) from parallel water mains.
- Wherever possible conduit shall pass under existing water mains and must maintain 12" vertical clear separation. Conduits passing over water mains must also maintain the 12" vertical separation.
- The contractor shall be responsible for establishing and maintaining the required vertical separation by either exposing the water main every 100 feet in those areas where horizontal separation is less than 3 feet or by utilizing the depths of adjacent water valves. If the contractor utilizes the adjacent water to determine water main depth, he shall contact the agency at each such location and the agency will determine the necessary depth of the top of the conduit at that point.
- The vertical and horizontal separation shall be maintained at all times unless specifically revised by agreement between the jurisdictional permit agency and the agency. Any specific deviation in vertical and horizontal separation from those described shall be reported to the owner by the contractor. The contractor shall be responsible for maintaining vertical and horizontal separation at all times and shall be responsible for any and all encroachments.
- Clearances to storm sewers and sanitary sewers shall be exactly the same as those to water mains.

STRUCTURE PROTECTION

Manholes and conduit to be placed adjacent to existing structures such as bridge, bridge footings/piers, buildings, power lines, poles and flagpoles/poles, and other uses shall maintain a minimum clearance as shown. The contractor shall not undermine any support structure without specific written permission from the owner of such structure.

Shoring used as foundation support shall be designed specifically for both the live and dead loads of the structure or if only the dead load is used for design. The contractor shall provide a detailed layout and plan of the method of establishing and maintaining the design load conditions (i.e. road detours, tiebacks, etc).

See utility clearance notes for clearance criteria to parallel or cross utilities.

Existing utilities exposed during excavation shall be 100% supported by either trench bridging and suspension or by the use of longitudinal trays or platforms vertically supported by adjustable building jacks.

Existing splice cases and cables shall be supported by suspension from a crossing beam. Supports shall be placed at a maximum spacing of 4 feet and shall consist of a canvas sling with nylon belting or rope. All cable supports shall be placed in a manner that prevents kinks or other damage to the cable sheath.

An acceptable alternative to cable slings would be the utilization of a wide flange "I" beam or channel as a "cable tray" with cables/cases banded in place.

SHORING

The contractor shall provide shoring for conduit trench excavation 42" or more in depth as measured from the high side of the trench and for all manhole excavation.

Manhole shoring shall be light-sheeted.

All shoring shall conform to the standards and specifications of local county and the occupational safety and health administration.

Shoring shall be designed to meet H-20 highway loading.

The contractor shall provide all shoring and design calculations to the permit issuing agency prior to commencing any construction activity.



Know what's below.
Call before you dig.

3	AS-BUILT	
2	REVISION # 1	
1	DATE	05/15/18
NO	MSV/BSO	BSO
	ENG DESIGN	DRAFTING
	COMMENT	

Exhibit A - 1

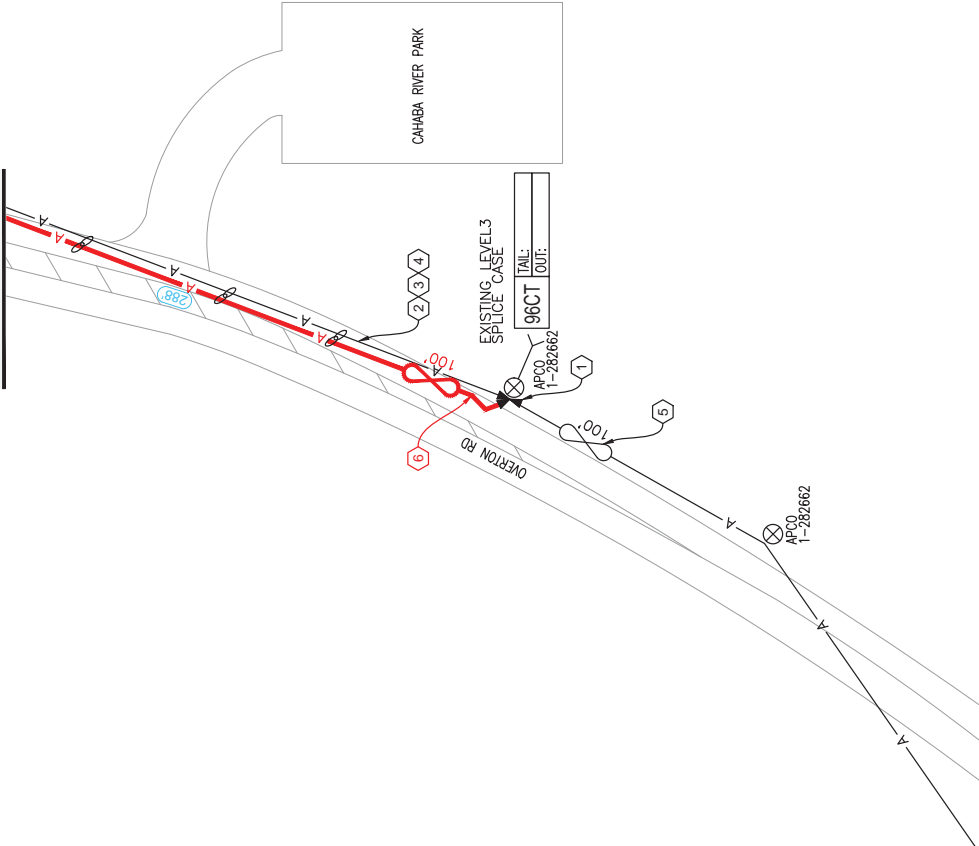
Ord 2884

Level 3
CONSTRUCTION SERVICES

LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.58380
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242

DRAWING NAME: N.58380-2007 Liberty Park Engineering.dwg
SHEET: 3 OF

MATCH TO SHEET 5



Page Rate Card

Unit Code & Description	Units	Estimate Quantity	Actual Quantity
ME-20340 - Overlsh. fiber cable	FOOT	388	
ME-20510 - Install Fiber Splice	PAR	1	
WT-91430 - Install Wire JCS	FOOT	388	
WT-91410 - Fiber Storage	PAR	1	

811
Know what's below.
Call before you dig.

0 10' 20' 30' 40' 50'
SCALE: 1"=50'

CONSTRUCTION NOTES

- 1) EXISTING LEVEL 3 SPLICE CASE
- 2) STRAND TYPE: 6.6M
STRAND LENGTH: N/A
EXISTING LEVEL 3 STRAND
- 3) CABLE FIBERS: 72CT
CABLE OWNER: LEVEL 3
EXISTING LEVEL 3 STRAND
- 4) CABLE FIBERS: 72CT
CABLE OWNER: LEVEL 3
EXISTING LEVEL 3 STRAND (INFINITY LATERAL)
- 5) EXISTING 100' SLACK LOOP
- 6) CABLE FIBERS: 96CT
CABLE OWNER: LEVEL 3
CABLE LENGTH: 388'
OVERLASH NEW 96CT FIBER CABLE TO
EXISTING LEVEL 3 STRAND (TOTAL FOOTAGE
INCLUDES 100' SLACK LOOP)

LINETYPES

---	B	B	US FIBER - EXISTING
---	B	B	US FIBER - PROPOSED
---	A	A	APRAL FIBER - EXISTING
---	A	A	APRAL FIBER - PROPOSED
---	---	---	STRAND - EXISTING
---	---	---	STRAND - PROPOSED
---	---	---	CONDUIT - EXISTING
---	---	---	CONDUIT - PROPOSED
---	---	---	INNERDUCT - EXISTING
---	---	---	INNERDUCT - PROPOSED
---	---	---	ISP FIBER - EXISTING
---	---	---	ISP FIBER - PROPOSED

3	AS-BUILT	REVISION # 1
2	05/15/18	MSA/BSQ
1	05/15/18	ENG DESIGN DRAFTING
NO	DATE	COMMENT

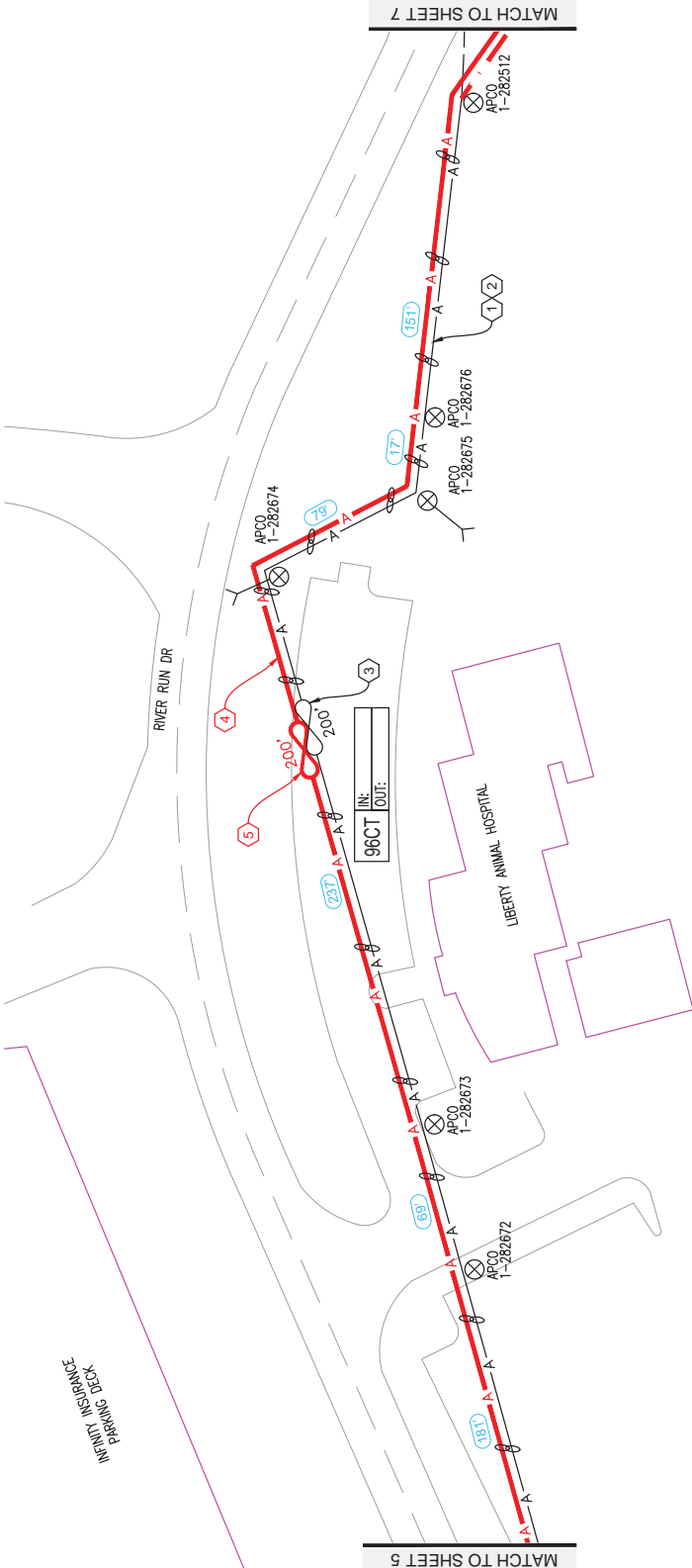
Exhibit A
Ord 2884

Level 3
COMMUNICATIONS
CORPORATION

LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Ludman Byers Telecom, Inc.
PROJECT NUMBER: N536300
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242
DRAWING NAME: N536300-001_Liberty Park-Engineering.dwg
CONFIDENTIAL/PROPRIETARY
SHEET: 4 OF

CONSTRUCTION NOTES

- ① STRAND TYPE: 6.6M
STRAND LENGTH: N/A
EXISTING LEVEL: 3 STRAND
- ② CABLE FIBERS: 72CT
CABLE OWNER: LEVEL 3
CABLE LENGTH: N/A
EXISTING LEVEL: 3 72CT FIBER CABLE (1000 URBAN CENTER LATERAL)
- ③ EXISTING 200' SLACK LOOP
- ④ CABLE FIBERS: 96CT
CABLE OWNER: LEVEL 3
CABLE LENGTH: N/A
OVERLAP: NEW 96CT FIBER CABLE TO EXISTING LEVEL 3 STRAND (TOTAL FOOTAGE INCLUDES 200' SLACK LOOP)
- ⑤ PROPOSED 200' SLACK LOOP



LINETYPES

---	B	FIBER - EXISTING
- - -	B	FIBER - PROPOSED
---	A	FIBER - EXISTING
- - -	A	FIBER - PROPOSED
---		STRAND - EXISTING
- - -		STRAND - PROPOSED
---		CONDUIT - EXISTING
- - -		CONDUIT - PROPOSED
---	ISP	INNERDUCT - PROPOSED
- - -	ISP	ISP FIBER - PROPOSED

3	AS-BUILT	REVISION # 1
2	MSV/BSD	BEQ
1	05/15/18	ENG DESIGN DRAFTING
NO	DATE	COMMENT

Exhibit A

Level 3
TELECOMMUNICATIONS

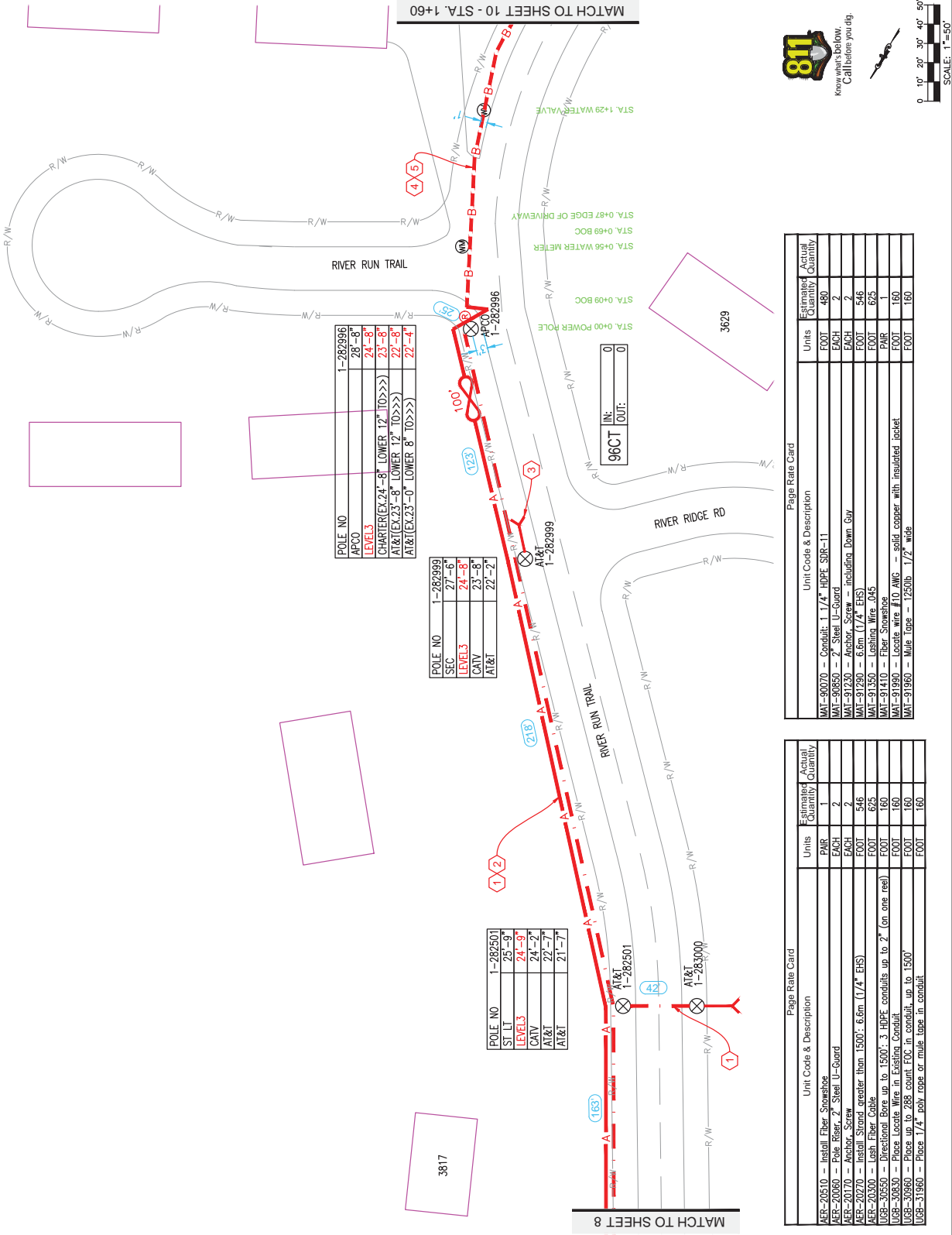
LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242
DRAWING NAME: N.538390-2001 Liberty Park Engineering.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 6 OF 6

Page Rate Card

Unit Code & Description	Units	Estimate Quantity	Actual Quantity
ME-20340 - Overhead Fiber cable	FOOT	934	
ME-20510 - In-Cell Fiber Spoolbox	PAR	934	
WT-91350 - In-Cell Wire J-Box	FOOT	934	
WT-91410 - Fiber Spoolbox	PAR	1	

CONSTRUCTION NOTES

- 1 STRAND TYPE: 6.6M
STRAND LENGTH: 525'
PROPOSED LEVEL: 3 CABLE STRAND
- 2 CABLE FIBERS: 96CT
CABLE OWNER: LEVEL 3
CABLE LENGTH: 625'
LASH NEW 96CT FIBER CABLE TO PROPOSED LEVEL 3 STRAND. (FOOTAGE INCLUDES 100' SLACK LOOP & 25' RISER)
- 3 PROPOSED DOWN GUY (SCREW TYPE)
- 4 CONDUIT OWNER: LEVEL 3
CONDUIT LENGTH: 160'
CONDUIT QTY: 3
CONDUIT TYPE: HDPE
BORE (3) NEW 1.25" HDPE CONDUITS
CONDUIT SIZE: 1.25"
- 5 CABLE FIBERS: 96CT
CABLE OWNER: LEVEL 3
CABLE LENGTH: 160'
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVEL 3 1.25" CONDUIT.

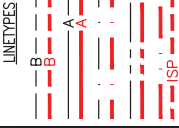


POLE NO	1-282996
APCO	28-8
LEVEL 3	24-8
CHARTER(EX.24-8) LOWER 12" TO>>>	23-8
AT&T(EX.23-8) LOWER 12" TO>>>	22-8
AT&T(EX.23-0) LOWER 8" TO>>>	22-4

POLE NO	1-282999
SEC	27-6
LEVEL 3	24-8
CATV	23-8
AT&T	22-2

POLE NO	1-282501
ST. LT	25-9
LEVEL 3	24-9
CATV	24-2
AT&T	22-7
AT&T	21-7

IN:	0
OUT:	0



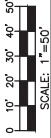
Page Rate Card

Unit Code & Description	Units	Estimate Quantity	Actual Quantity
WAT-90070 - Conduits 1 1/4" HDPE SDR-11	FOOT	480	
WAT-90850 - 2" Steel U-Guard	EACH	2	
WAT-91230 - Anchor Screws including Down Guy	EACH	2	
WAT-91290 - 6.6m (1.4" EHS)	FOOT	546	
WAT-91350 - Lashion Wire 045	FOOT	625	
WAT-91410 - Fiber Snowshoe	PAIR	1	
WAT-91990 - Locate wire #10 AWG - solid copper with insulated jacket	FOOT	160	
WAT-91960 - Mule Tape - 1250lb 1/4" wide	FOOT	160	

Page Rate Card

Unit Code & Description	Units	Estimate Quantity	Actual Quantity
WER-20510 - Install Fiber Snowshoe	PAIR	1	
WER-20620 - Place Fiber 2" Steel U-Guard	EACH	2	
WER-20170 - Anchor Screws	EACH	2	
WER-20270 - Install Strand greater than 1500' 6.6m (1.4" EHS)	FOOT	546	
WER-20530 - Install Fiber Cable	FOOT	625	
UGB-30530 - Directional Bore up to 1500' 3 HDPE conduits up to 2" (on one reel)	FOOT	160	
UGB-30830 - Place Locate Wire in Existing Conduit	FOOT	160	
UGB-30960 - Place up to 288 count EOC in conduit up to 1500'	FOOT	160	
UGB-31960 - Place 1/4" poly rope or mule tape in conduit	FOOT	160	

811
Know what's below.
Call before you dig.



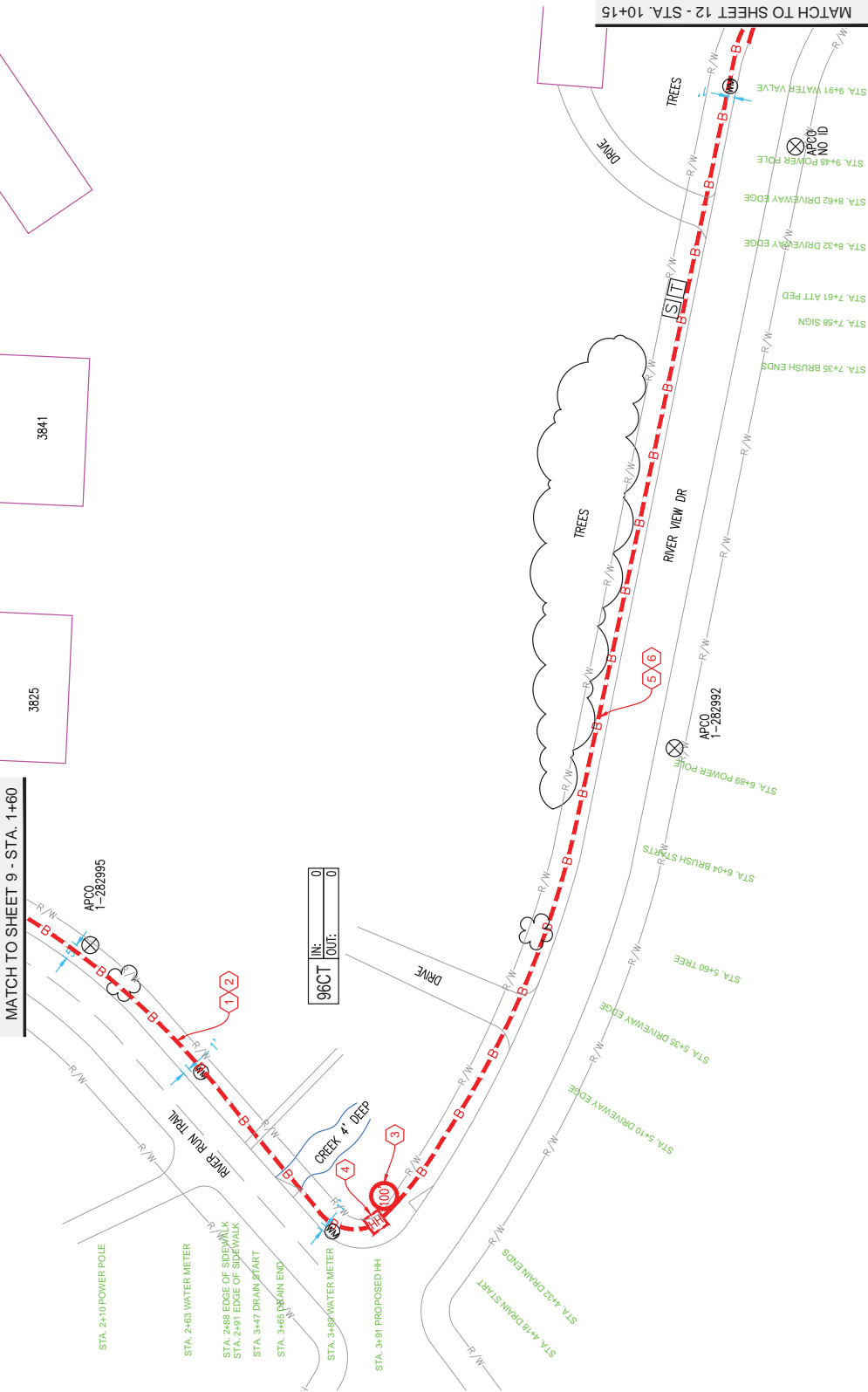
Level 3
COMMUNICATIONS
LEVEL 3 ENGINEERS JOHN LOCKWOOD
ENGINEERING FIRM Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538300
LOCATION: 9001 Liberty Parkway
Vestavia, AL 36242

DRAWING NAME: N.538300-3001 Liberty Park Engineering.dwg
SHEET: 9 OF 9

NO	DATE	ENG DESIGN	DRAFTING	REVISION #	AS-BUILT
1	05/19/18	MSV/BSD	BSD	1	ORIGINAL

Exhibit A
Ord 2884

MATCH TO SHEET 9 - STA. 1+60



CONSTRUCTION NOTES

- 1 CONDUIT OWNER: LEVELS
CONDUIT LENGTH: 231'
CONDUIT QTY: 3
BORE (3) NEW 1.25" HDPE CONDUITS
CONDUIT TYPE: HDPE
- 2 CABLE OWNERS: 96CT
CABLE LENGTH: 231'
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVELS
1.25" CONDUIT.
- 3 PROPOSED 100' SLACK COIL
- 4 PROPOSED 24"x36"x36" LEVELS HANDHOLE
- 5 CONDUIT OWNER: LEVELS
CONDUIT LENGTH: 624'
CONDUIT QTY: 3
BORE (3) NEW 1.25" HDPE CONDUITS
CONDUIT TYPE: HDPE
- 6 CABLE OWNERS: 96CT
CABLE LENGTH: 624'
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVELS
1.25" CONDUIT (FOOTAGE INCLUDES 100' SLACK COIL)

UNIT CODES

UNIT CODE	DESCRIPTION	ESTIMATED QUANTITY	ACTUAL QUANTITY
UGB-30550	Directional Bore up to 1500'; 3" HDPE conduits up to 2" (on one reel)	FOOT 855	
UGB-30830	Place escape wire in existing conduit	FOOT 855	
UGB-30960	Place ups to 288 count EOC in conduit up to 1500'	FOOT 855	
UGB-31250	Place New - 24"x36"x36" - Non-concrete Manhole / Handhole	EACH 1	
UGB-31960	Place 1/4" poly rope or mule tape in conduit	FOOT 2565	
WAT-90070	Conduit: 1 1/4" HDPE SDR-11	FOOT 2565	
WAT-900760	Conduit Plug: 1-1/4" Blank Jackman equivalent	EACH 4	
WAT-900770	Conduit Plug: 1-1/4" with Cable Simplex Plus Jackman equivalent	EACH 2	
WAT-90950	Bar 15 - 24"x36"x36" - w/ knock-outs and racking - including Cover	EACH 1	
WAT-91990	Locate wire #10 AWG - solid copper with insulated jacket	FOOT 855	
WAT-91960	Mule Tape - 1250lb 1/2" wide	FOOT 855	

UNIT CODES

UNIT CODE	DESCRIPTION	ESTIMATED QUANTITY	ACTUAL QUANTITY
UCFIBER - EXISTING	UC FIBER - EXISTING		
UCFIBER - PROPOSED	UC FIBER - PROPOSED		
AFIBER - EXISTING	AFIBER - EXISTING		
AFIBER - PROPOSED	AFIBER - PROPOSED		
STRAND - EXISTING	STRAND - EXISTING		
STRAND - PROPOSED	STRAND - PROPOSED		
CONDUIT - EXISTING	CONDUIT - EXISTING		
CONDUIT - PROPOSED	CONDUIT - PROPOSED		
MINERDUCT - PROPOSED	MINERDUCT - PROPOSED		
ISP FIBER - PROPOSED	ISP FIBER - PROPOSED		

811
Know what's below!
Call before you dig.

Level 3
COMMUNICATIONS
TELEVISION
CABLE

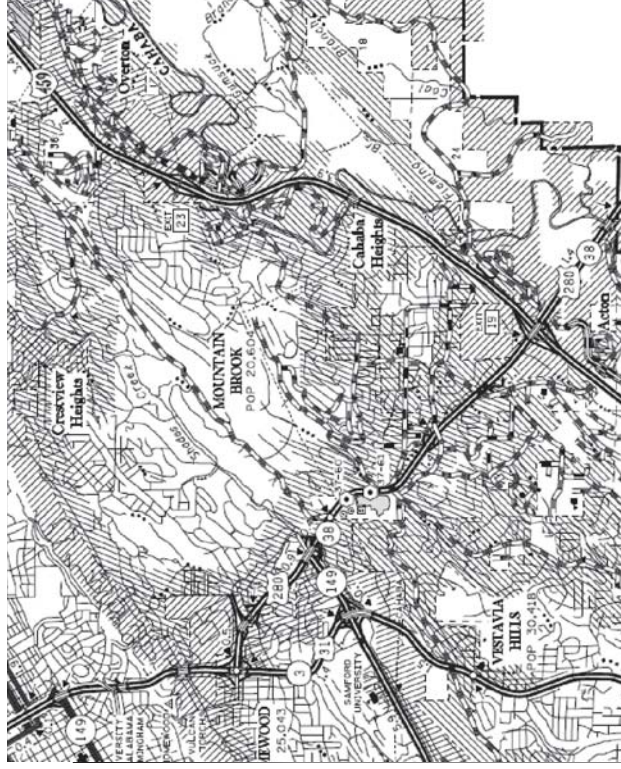
LEVEL 3 ENGINEER: JOHN LO CKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242
DRAWING NAME: N.538390-3001 Liberty Park-Engineering.dwg
SHEET: 10 OF 38

ALABAMA
DEPARTMENT OF TRANSPORTATION
HIGHWAY PERMIT REQUEST
THIRD DIVISION, DISTRICT THIRTY-ONE
DISTRICT MANAGER: MR. WENDELL MILES
PROPOSED BURIED FIBER OPTIC CABLE PLACEMENT

INTERSTATE 459
 MP 22.792

GENERAL/CONSTRUCTION NOTES

1. LOCATE ALL BURIED UTILITIES PRIOR TO DIGGING. CONTACT THE ENTITIES IN 2-5. 48 HOURS PRIOR TO CONSTRUCTION.
2. ALABAMA ONE-CALL LINE LOCATION CENTER AT 800-292-8525 OR 811.
3. BIRMINGHAM WATER WORKS AND SEWER AT 205-244-4000.
4. SPIRE (FORMERLY ALAGASCO) AT 205-326-8620.
5. AT&T AT 888-784-2500.
6. ALABAMA POWER COMPANY AT 205-226-1738.
7. CHARTER COMMUNICATIONS AT 205-733-6778.
8. LEVELS WILL CONTACT, BY LETTER, THE DISTRICT ENGINEER REQUESTING TO MEET WITHIN 30 DAYS OF COMPLETION OF PROJECT TO CHECK CLEAN UP AND FINAL INSPECTION.
9. RIGHT-OF-WAY TO BE RESTORED TO ORIGINAL CONDITION UPON COMPLETION OF CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION TO PREVENT EROSION AND SEDIMENTATION (INCLUDING SOILING IN KIND) IF NECESSARY. SEE BEST MANAGEMENT PLAN.
10. THERE WILL BE LESS THAN ONE (1) ACRE TOTAL SURFACE DISTURBANCE ON THIS PROJECT.
11. PERMISSION WILL BE OBTAINED FROM THE APPROPRIATE PROPERTY OWNER OR GOVERNING ENTITY FOR FACILITIES BEING PLACED OUTSIDE ALDOT RIGHT-OF-WAY.
12. ALL PROPOSED KERAL CABLE PLACED ACROSS HIGHWAYS WILL MAINTAIN A MINIMUM CLEARANCE OF 18 FEET.
13. ALL PROPOSED BURIED CABLE SHALL MAINTAIN A MINIMUM DEPTH OF 36", 48" UNDER ROADWAYS, 10' UNDER INTERSTATE RIGHT OF WAYS, OR AS OTHERWISE INDICATED.
14. LEVELS INSPECTOR TO BE ON JOB SITE DURING PLACEMENT.
15. LEVELS INSPECTOR TO HAVE ON HAND, AT ALL TIMES, (A) APPROVED PERMIT, (B) PLANS AND SPECIFICATIONS, (C) A COPY OF PART VI OF THE MUTCD, (D) TRAFFIC CONTROL PLAN.
16. LEVELS WILL DEVELOP AND USE A TRAFFIC CONTROL PLAN ACCORDING TO THE PROVISIONS OF PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES CURRENT EDITION. A COPY OF THE APPROVED PERMIT, CONSTRUCTION PLANS AND TRAFFIC CONTROL PLAN WILL BE AVAILABLE AT THE JOB SITE AT ALL TIMES.
17. ALL WORK ON ALDOT ROW SHALL MEET OR EXCEED ALDOT STANDARDS AND SPECIFICATIONS.
18. RIGHT-OF-WAY MARKERS OR MONUMENTS SHALL NOT BE DISTURBED.
19. DURING NON-WORKING HOURS, NO EQUIPMENT OR MATERIAL SHALL BE PARKED OR STORED CLOSER THAN 30 FEET TO THE EDGE OF ANY ROADWAY CARRYING TRAFFIC.
20. ANY SIDEWALKS OR RAMPS DAMAGED OR ADDED MUST MEET ADA STANDARDS.
21. ALL UTILITIES HAVE BEEN LOCATED AND SHOWN ON THIS PERMIT.
22. ALL ABOVE GROUND FACILITIES SHOULD BE KEPT OUT OF THE CLEAR SIGHT DISTANCE.
23. UTILITY FACILITIES SHALL BE KEPT AT A REASONABLE DISTANCE FROM EACH OTHER.
24. LEVELS CONTACT, JIM PARSONS (SR. OUTSIDE PLANT ENGINEER) AT (409) 678-326-3767.
25. ALL ABOVE GROUND FACILITIES SHOULD BE KEPT OUT OF THE CLEAR SIGHT DISTANCE.
26. UTILITY FACILITIES SHALL BE KEPT AT A REASONABLE DISTANCE FROM EACH OTHER.
27. MAXIMUM ALLOWABLE DRILLING FLUID FLOW RATE IS 15 GPM (GALLON PER MINUTE)
28. MAXIMUM ALLOWABLE PRESSURE IS 350 PSI (POUNDS PER SQUARE INCH)
29. MAXIMUM ALLOWABLE BOREHEAD/BACKREAMER SIZE 2" OR LESS = 4" BELOW PAVEMENT
30. MAXIMUM ALLOWABLE BOREHEAD/BACKREAMER SIZE GREATER THAN 2" = 6" BELOW PAVEMENT
31. ALL DISTURBED AREAS SHALL BE RESEDED OR SEEDED IN ACCORDANCE WITH THE LATEST ALDOT SPECIFICATIONS FOR GRASSING OR AS DIRECTED BY ALDOT'S DISTRICT MANAGER.
32. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT OR UNATTENDED ON ROW UNLESS PROPERLY PROTECTED. TRENCHES AND EXCAVATION MUST BE FILLED, FENCED, COVERED, OR BARRICADED WHEN UNATTENDED.
33. ALL HANDHOLES SHALL MEET OR EXCEED AN HS-20 LOAD RATING, SHALL BE MOUNTED FLUSH WITH EXISTING GROUND OR FINISH GRADE WHEN APPLICABLE.
34. ANY DIRECTIONAL BORE FLUID USED BESIDES BENTONITE MUST HAVE A MATERIAL SUMMARY STATEMENT SUBMITTED TO ALDOT FOR APPROVAL.



VICINITY MAP
 BIRMINGHAM, ALABAMA

CONTACT INFO:
Luffman-Byers Telecom:
 Shaynae Acton
 Sr. Outside Plant Engineer
 930 Merklee Spur Road
 Moody, AL 35004
 E-Mail: shaynae.acton@luffmanbyers.com

Level3 Communications:
 John Lockwood
 OUTSIDE PLANT ENGINEER
 Level3 Communications
 2000 North Loop West
 Birmingham, AL 35203
 Office: 205-263-9163
 Email: john.lockwood@level3.com



Know what's below.
 Call before you dig.

3	AS-BUILT			
2	REVISION # 1			
1	MSV/BSQ	BSQ	ORIGINAL	
NO	DATE	ENG DESIGN	DRAFTING	COMMENT

Exhibit A - 1
 Ord 2884

Level3
 COMMUNICATIONS

LEVEL 3 ENGINEER: JOHN LOCKWOOD
 ENGINEERING FIRM: Luffman Byers Telecom, Inc.
 PROJECT NUMBER: N.538390
 LOCATION: 9001 Liberty Parkway
 Vestavia, AL 35242

DRAWING NAME: N.538390-2007 Liberty Park Engineering.dwg
 SHEET: 11 OF 14

CONSTRUCTION NOTES

- 1 CONDUIT OWNER: LEVEL3
CONDUIT LENGTH: 177'
- 2 CONDUIT SIZE: 1.25"
CONDUIT TYPE: HDPE
BORE (3) NEW 1.25" HDPE CONDUITS
- 3 CABLE FIBERS: 96CT
CABLE OWNER: LEVEL3
CABLE LENGTH: 277'
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVEL3
1.25" CONDUIT (FOOTAGE INCLUDES 100' SLACK COIL)
- 4 PROPOSED 100' SLACK COIL
- 5 PROPOSED 24"x36"x36" LEVEL3 HANDHOLE
CONDUIT OWNER: LEVEL3
CONDUIT LENGTH: 495'
CONDUIT OTY: 1
CONDUIT SIZE: 4"
CONDUIT TYPE: HDPE
INNER DUCT SIZE: 3"
INNER DUCT TYPE: HDPE
BORE NEW 4" HDPE CONDUIT W/ AND PULL (3) NEW
1.25" HDPE CONDUITS INSIDE
- 6 CABLE FIBERS: 96CT
CABLE OWNER: LEVEL3
CABLE LENGTH: 290'
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVEL3
1.25" CONDUIT
- 7 CONDUIT OWNER: LEVEL3
CONDUIT LENGTH: 180'
CONDUIT OTY: 3
CONDUIT SIZE: 1.25"
CONDUIT TYPE: HDPE
BORE (3) NEW 1.25" HDPE CONDUITS
- 8 CABLE FIBERS: 96CT
CABLE OWNER: LEVEL3
CABLE LENGTH: 290'
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVEL3
1.25" CONDUIT (FOOTAGE INCLUDES 100' SLACK COIL)
- 9 PROPOSED MARKER POST

LINETYPES

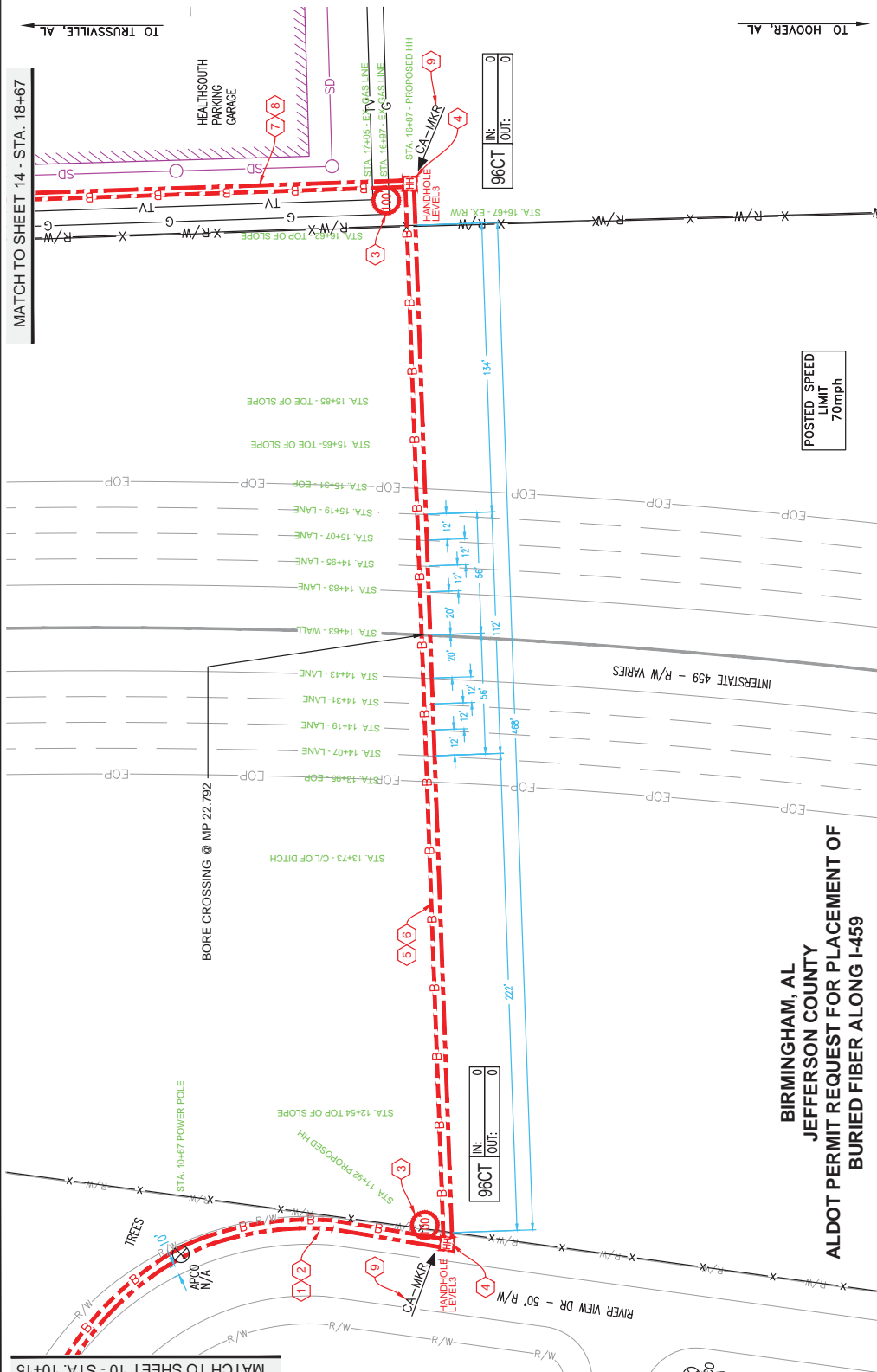
---	US FIBER - EXISTING
- - -	US FIBER - PROPOSED
---	APRAL FIBER - EXISTING
- - -	APRAL FIBER - PROPOSED
---	STRAND - EXISTING
- - -	STRAND - PROPOSED
---	CONDUIT - EXISTING
- - -	CONDUIT - PROPOSED
---	INNERDUCT - EXISTING
- - -	INNERDUCT - PROPOSED
---	ISP FIBER - EXISTING
- - -	ISP FIBER - PROPOSED

AS-BUILT
REVISION # 1

NO.	DATE	BY	DESCRIPTION
1	05/15/18	MSV/BSO	REVISION
2		ENG DESIGN	DRAFTING
3			COMMENT

Level 3
COMMUNICATIONS
LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N338390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242

DRAWING NAME: N338390-9001 Liberty Park Engineering.dwg
SHEET: 12 OF



**BIRMINGHAM, AL
JEFFERSON COUNTY
ALDOT PERMIT REQUEST FOR PLACEMENT OF
BURIED FIBER ALONG I-459**

Page Rate Card

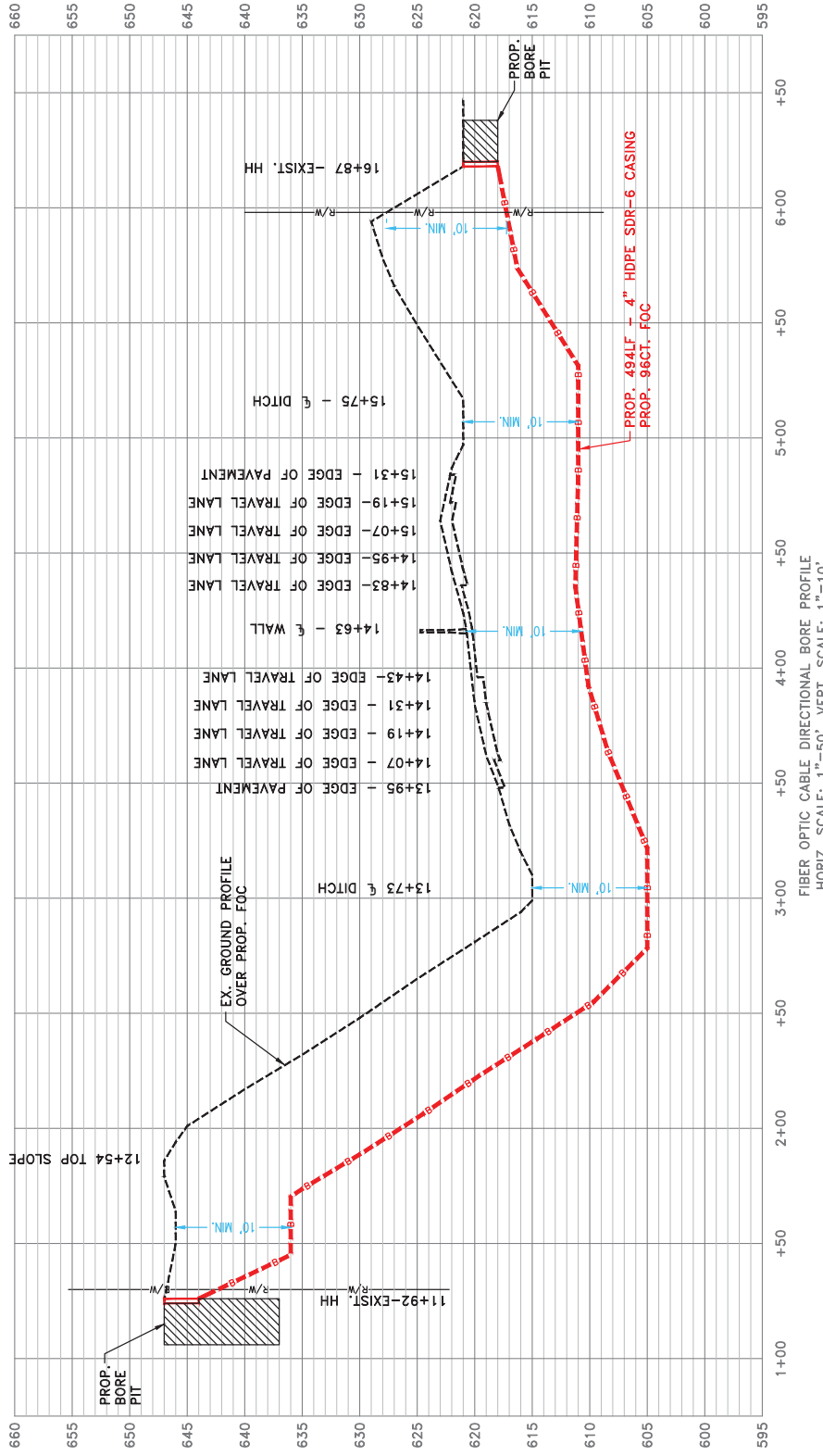
Unit Code & Description	Units	Estimated Quantity	Actual Quantity
MAI-90070 - Conduit: 1 1/2" HDPE SDR=11	FOOT	2568	
MAI-90160 - Conduit: 4" HDPE SDR=9	FOOT	495	
MAI-30760 - Conduit: 1-1/4" Black Jackson equipment	EACH	4	
MAI-30770 - Conduit: 1-1/4" with Cable Simplex Plus Jackson equipment	EACH	2	
MAI-90950 - Tier 15 - 24"x36"x36" - w/ knock-outs and rockin - including Cover	FOOT	852	
MAI-91980 - Locate wire #10 AWG - solid copper with insulated jacket	FOOT	852	
MAI-91960 - Mule Lane - 1250lb. 1/2" wide	FOOT	852	
MAI-92070 - Warning Signs and/or Posts	EACH	2	

Page Rate Card

Unit Code & Description	Units	Estimated Quantity	Actual Quantity
UGS-30550 - Directional Bore up to 1500'; 3" HDPE conduits up to 2" (on one reel)	FOOT	357	
UGS-30570 - Directional Bore up to 1500'; 1" HDPE conduit 4"	FOOT	495	
UGS-30830 - Place Locate Wire in Existing Conduit	FOOT	852	
UGS-30900 - Place Three - Up to 2" HDPE in existing conduit	FOOT	495	
UGS-30960 - Place up to 288 count. FCC in conduit up to 1500'	FOOT	1052	
UGS-31250 - Place New - 24"x36"x36" - Non-concrete Manhole / Handhole	EACH	2	
UGS-31960 - Place 1/4" mule rope or mule lane in conduit	FOOT	852	
UGS-31990 - Place Locate Marker Post	EACH	2	

811
Know what's below.
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CONSTRUCTION NOTES



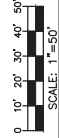
FIBER OPTIC CABLE DIRECTIONAL BORE PROFILE
 HORIZ. SCALE: 1"=50', VERT. SCALE: 1"=10'

LINETYPES

---	UC FIBER - EXISTING
- - -	UC FIBER - PROPOSED
---	AFRIL FIBER - EXISTING
- - -	AFRIL FIBER - PROPOSED
---	STRAND - EXISTING
- - -	STRAND - PROPOSED
---	CONDUIT - EXISTING
- - -	CONDUIT - PROPOSED
---	RNPRODUCT - PROPOSED
- - -	ISP FIBER - PROPOSED

3	AS-BUILT	REVISION # 1
2	MSV/BSD	BEQ
1	05/15/18	ENG DESIGN
NO	DATE	COMMENT

Level 3
 COMMUNICATIONS
 LEVEL 3 ENGINEER: JOHN LOCKWOOD
 ENGINEERING FIRM: Luffman Byers Telecom, Inc.
 PROJECT NUMBER: N.538390
 LOCATION: 9001 Liberty Parkway
 Vestavia, AL 35242
 DRAWING NAME: N.538390-2001 Liberty Park Engineering.dwg
 CONFIDENTIAL/PROPRIETARY



CONSTRUCTION NOTES

- 1 CONDUIT OWNER: LEVEL3
CONDUIT LENGTH: 280'
CONDUIT QTY: 3
CONDUIT SIZE: 1.25"
CONDUIT TYPE: HDPE
- 2 BORE (3) NEW 1.25" HDPE CONDUITS
CABLE FIBERS: 96CT
CABLE OWNER: LEVEL3
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVEL3
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVEL3
1.25" CONDUIT (FOOTAGE INCLUDES 100' SLACK COIL)
- 3 PROPOSED 100' SLACK COIL
- 4 PROPOSED 24"x36"x36" LEVEL3 HANDHOLE (PLACE ADJACENT TO EXISTING CUSTOMER HANDHOLE)
- 5 EXISTING 24"x36"x36" CUSTOMER HANDHOLE
CONDUIT OWNER: LEVEL3
CONDUIT LENGTH: 6'
CONDUIT QTY: 1
CONDUIT SIZE: 1.25"
CONDUIT TYPE: HDPE
PLACE (1) NEW 1.25" HDPE CONDUIT BETWEEN PROPOSED LEVEL3 HANDHOLE AND EXISTING CUSTOMER HANDHOLE
- 6 CABLE FIBERS: 96CT
CABLE OWNER: LEVEL3
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVEL3
1.25" CONDUIT FROM PROPOSED LEVEL3 HANDHOLE TO EXISTING CUSTOMER HANDHOLE
- 7 CONDUIT OWNER: CUSTOMER
CONDUIT LENGTH: 234'
CONDUIT TYPE: PVC
CONDUIT SIZE: 4"
EXISTING 4" PVC CUSTOMER CONDUIT (WITH MAXWELL INNERDUCT)
- 8 CABLE FIBERS: 96CT
CABLE OWNER: LEVEL3
PLACE NEW 96CT FIBER OPTIC CABLE IN EXISTING CUSTOMER 4" CONDUIT (WITH MAXWELL INNERDUCT) TO THE 1ST FLOOR TELECOM DEMARC, ROOM 113 (SEE ISP DETAIL SHEET 21)

LINE TYPES

---	B	B	US FIBER - EXISTING
---	B	B	US FIBER - PROPOSED
---	A	A	APRAL FIBER - EXISTING
---	A	A	APRAL FIBER - PROPOSED
---	---	---	STRAND - EXISTING
---	---	---	STRAND - PROPOSED
---	---	---	CONDUIT - EXISTING
---	---	---	CONDUIT - PROPOSED
---	---	---	INNERDUCT - PROPOSED
---	---	---	ISP FIBER - PROPOSED

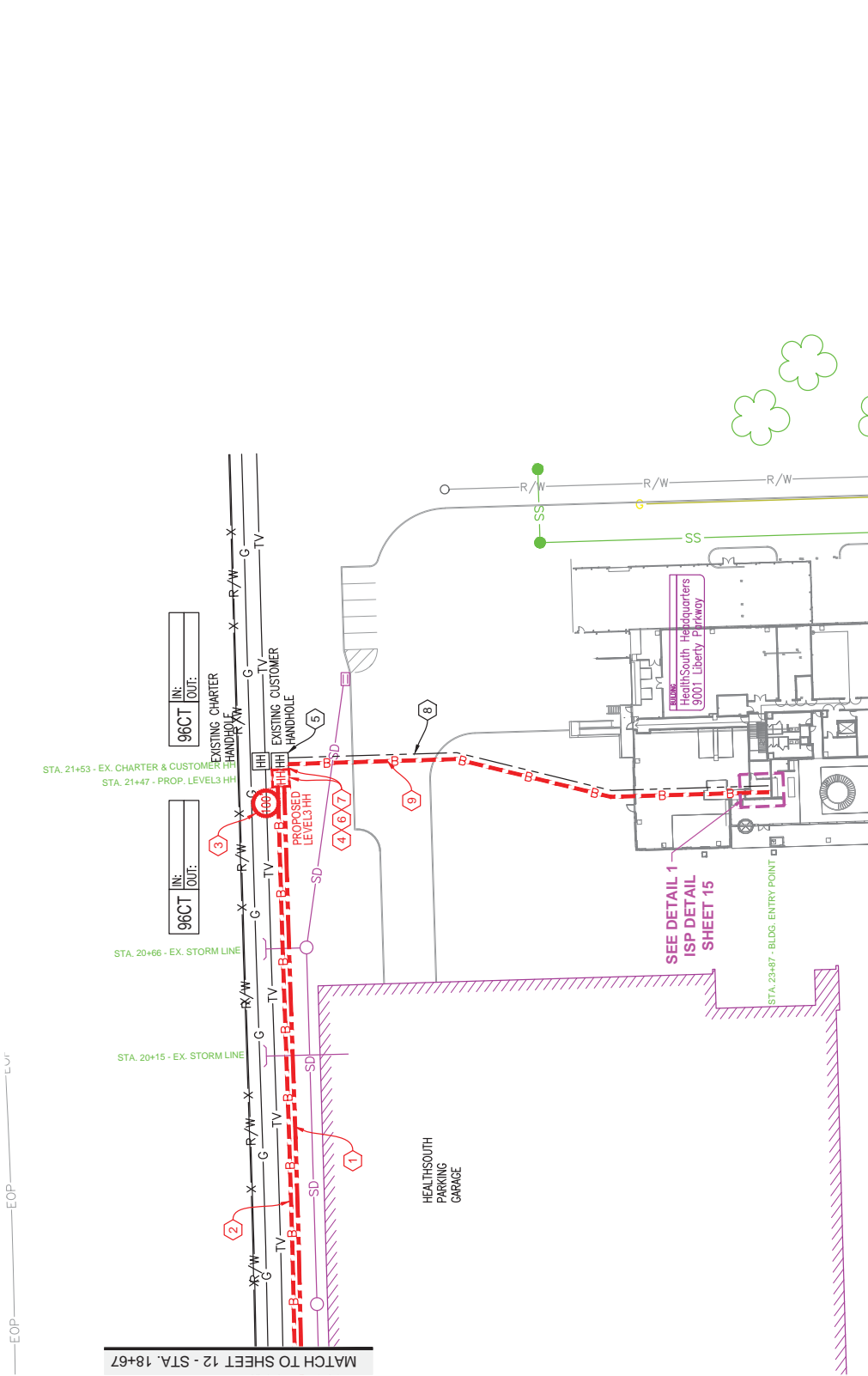
3	AS-BUILT	REVISION # 1
2	05/19/18	MSV/BSO
1	DATE	ENG DESIGN DRAFTING
ORIGINAL COMMENT		

Exhibit A

Level 3
LEVEL 3 ENGINEERING, LLC
1000 LIBERTY PARKWAY
VESTALVA, AL 36242

LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.536390-3001
LOCATION: 9001 Liberty Parkway
Vestavia, AL 36242

DRAWING NAME: N.536390-3001 Liberty Park Engineering.dwg
SHEET: 14 OF 14



811
Know what's below
Call before you dig.

Page Rate Card

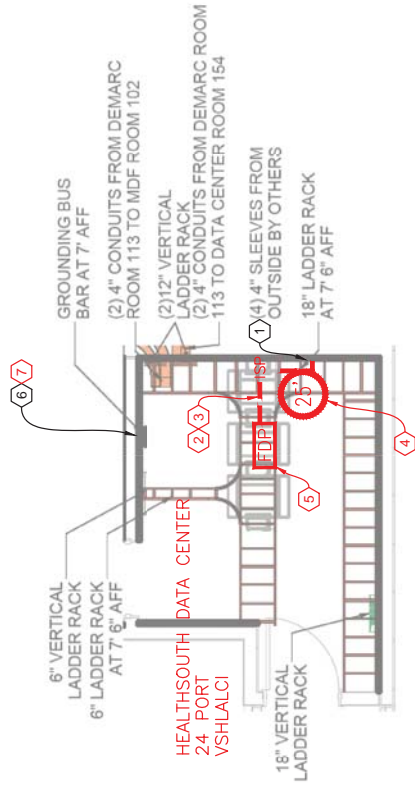
Unit Code & Description	Units	Estimate Quantity	Actual Quantity
WAT-90070 - Conduits 1.1/4" HDPE SPR-11	FOOT	6	6
WAT-90760 - Conduit Plus 1-1/4" Black Lockman equipment	EACH	3	3
WAT-90770 - Conduit Plus 1-1/4" with Cable Simax Plus Lockman equipment	EACH	3	3
WAT-90850 - Tier 15 - 24"x36"x36" - w/ knock-outs and resins - including Cover	EACH	1	1
WAT-91980 - Locate wire 1/0 AWG - solid copper with insulated jacket	FOOT	280	280
WAT-91960 - Mule Tape - 1250lb 1/2" wide	FOOT	280	280

Page Rate Card

Unit Code & Description	Units	Estimate Quantity	Actual Quantity
UGB-30170 - Hand Dig 36" minimum cover	FOOT	6	6
UGB-30180 - Place 36" HDPE conduits in open trench up to 2' (on one side)	FOOT	280	280
UGB-30550 - Directional Bore up to 1500'. 3" HDPE conduits up to 2' (on one side)	FOOT	280	280
UGB-30830 - Place Locate Wire in Existing Conduit	FOOT	600	600
UGB-30960 - Place up to 288 count EOC in conduit up to 1500'	FOOT	1	1
UGB-31260 - Place New 24"x36"x36" Non-concrete Manhole / Handhole	EACH	1	1
UGB-31960 - Place 1/4" mule tape or mule tape in conduit	FOOT	280	280

DETAILS

DETAIL 1



IN: 96CT
TALL:

NOTE:
CUSTOMER TO PROVIDE 2 DEDICATED 120V/20A ELECTRICAL CIRCUITS WITH L5-20R OUTLETS AND GROUNDING SYSTEM WITH GROUND BAR FOR THE PROPOSED LEVEL3 EQUIPMENT IN TELECOM DEMARC ROOM.

1st FLOOR TELECOM DEMARC ROOM 113

- CONSTRUCTION NOTES**
- 1) CONDUIT OWNER: CUSTOMER
CONDUIT LENGTH: N/A
CONDUIT QTY: 4
CONDUIT SIZE: 4"
CONDUIT TYPE: PVC
EXISTING 4" PVC CUSTOMER CONDUITS WITH 3 CELL MAXCELL INNERDUCT
 - 2) CONDUIT OWNER: LEVEL3
CONDUIT LENGTH: 20'
CONDUIT QTY: 1
CONDUIT SIZE: 1" INNERDUCT
CONDUIT TYPE: 1" INNERDUCT FROM END OF EXISTING 4" PVC CUSTOMER CONDUITS TO PROPOSED LEVEL3 EQUIPMENT
 - 3) CABLE FIBERS: 96CT
CABLE OWNER: LEVEL3
CABLE LENGTH: 45'
PLACE NEW 96CT FIBER OPTIC CABLE ALONG EXISTING LADDER RACK TO PROPOSED FDP LOCATION (FOOTAGE INCLUDES 25' SLACK COIL)
 - 4) PROPOSED 25' SLACK COIL
 - 5) PROPOSED LEVEL3 EQUIPMENT LOCATION IN CUSTOMER PROVIDED EQUIPMENT RACK. BAY ASSIGNMENT HAS BEEN PLACED BY LEVEL3 DURING PREVIOUS PRIMARY CABLE INSTALLATION DETERMINED BY CUSTOMER.
 - 6) CUSTOMER PROVIDED GROUNDING SYSTEM WITH GROUND BAR LOCATION
 - 7) PLACE # 20' GROUND WIRE TO CUSTOMER PROVIDED GROUND BAR/SYSTEM

Page Rate Card

Unit Code & Description	Units	Estimate Quantity	Actual Quantity
SP-1160 - In-cell Inerduct (alum, corrugated, etc.) <= 1.5" in. existing conduit.	FOOT	20	
SP-47050 - In-cell Inerduct (alum, corrugated, etc.) <= 1.5" in. existing conduit.	FOOT	20	
SP-47100 - Place fiber cable in conduit or innerduct.	FOOT	45	
WT-90650 - Inerduct: 1" Plexum	FOOT	20	
WT-92140 - Miscellaneous Ground Wire	FOOT	20	

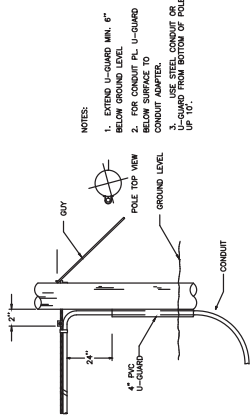
3	AS-BUILT	
2	REVISION # 1	
1	ORIGINAL	
NO	DATE	ENG DESIGN DRAFTING COMMENT

Level 3
TELECOM SOLUTIONS

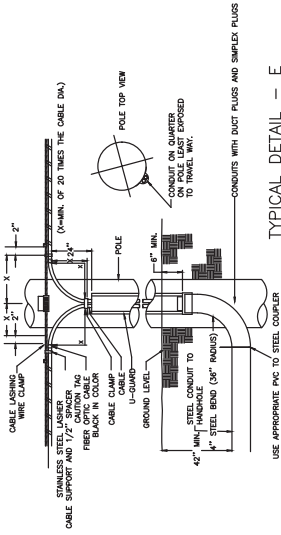
LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242
DRAWING NAME: N.538390-2001 Liberty Park-Engineering.dwg
SHEET: 15 OF 44

TYPICALS

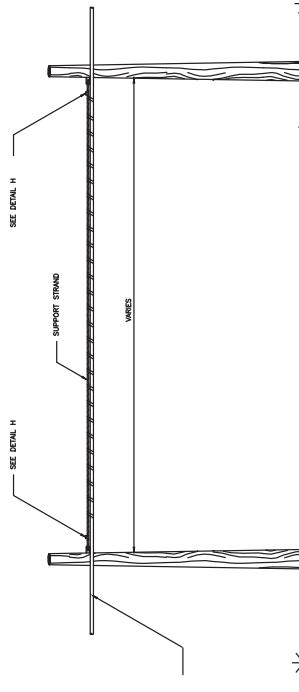
TYPICAL DETAIL -- A
POLE ARRANGEMENT FOR AERIAL TO BURIED CABLE



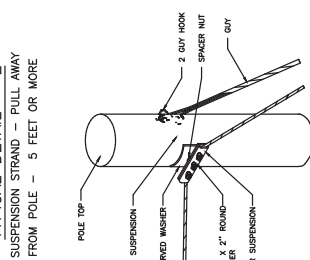
TYPICAL DETAIL -- B
POLE ARRANGEMENT FOR REPEATER OR HANDHOLE LOCATION



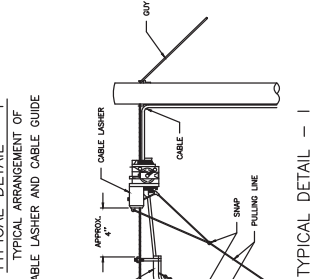
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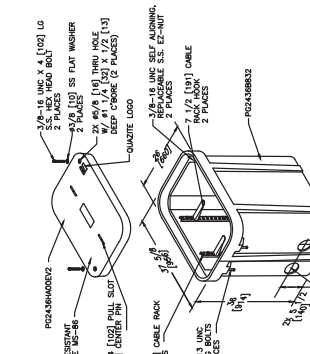
TYPICAL DETAIL -- E



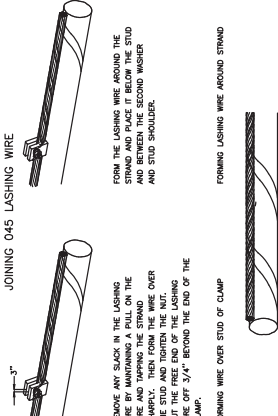
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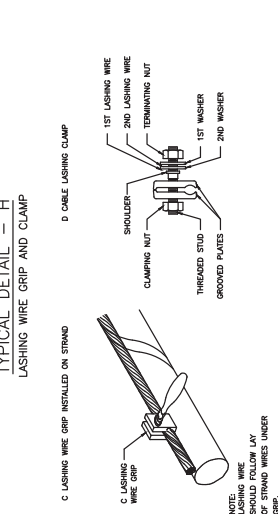
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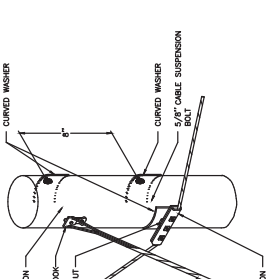
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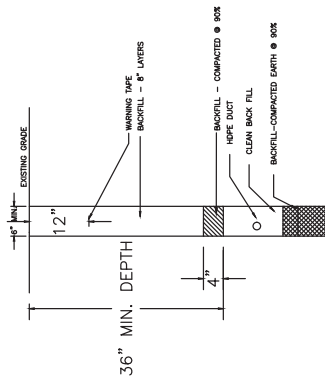
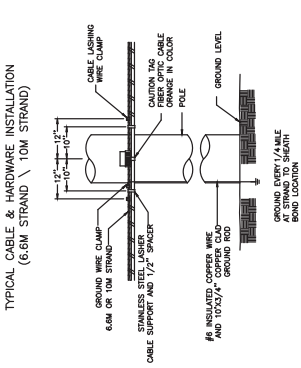
TYPICAL DETAIL -- H



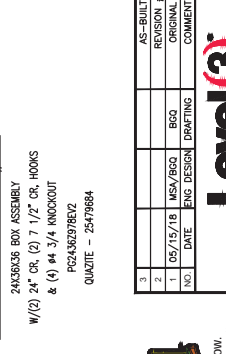
TYPICAL DETAIL -- I



TYPICAL DETAIL -- C



TYPICAL DETAIL -- # K



811
Know what's below! Call before you dig.

NO.	DATE	ENG. DESIGN	DRAFTING	COMMENT
1	05/15/18	MSV/BSD	BQO	ORIGINAL
2				AS-BUILT

Revision # 1

Exhibit A - 1

Ord 2884

Level 3
TELECOMMUNICATIONS
LEVEL 3 ENGINEERS, JOHN LOCKWOOD
ENGINEERING FIRM, Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242
DRAWING NAME: N.538390-3001 Liberty Park Engineering.dwg
SHEET: 16 OF 16

Total Underground Rate Card				
Unit Code & Description	Units	Estimated Quantity	Actual Quantity	
UGB-30170 - Hand Dig, 36" minimum cover	FOOT	6		
UGB-30160 - Piece 3 - HDPE conduits in open trench up to 2" (on one reel)	FOOT	6		
UGB-30550 - Directional Bore up to 1500'; 3 HDPE conduits up to 2" (on one reel)	FOOT	1652		
UGB-30570 - Directional Bore up to 1500'; 1 HDPE conduit 4"	FOOT	495		
UGB-30830 - Place Locate Wire in Existing Conduit	FOOT	2147		
UGB-30900 - Place Three - Up to 2" HDPE in existing conduit	FOOT	495		
UGB-30960 - Place up to 288 count EOC in conduit, up to 1500'	FOOT	2787		
UGB-31250 - Piece New - 24"x36"x36" - Non-concrete Manhole / Handhole	EACH	4		
UGB-31960 - Piece 1/4" poly rope or mule tape in conduit	FOOT	2147		
UGB-31990 - Piece Locate Marker Post	EACH	2		

Total Aerial Rate Card				
Unit Code & Description	Units	Estimated Quantity	Actual Quantity	
AER-20060 - Pole Riser, 2" Steel U-Guard	EACH	2		
AER-20170 - Anchor Screw	EACH	8		
AER-20270 - install Strand greater than 1500'; 6.6m (1/4" EHS)	FOOT	1946		
AER-20300 - Lash Fiber Cable	FOOT	2125		
AER-20340 - Overlash Fiber cable	FOOT	1795		
AER-20510 - install Fiber Snowshoe	PAR	4		

Total Inside Plant (ISP) Rate Card				
Unit Code & Description	Units	Estimated Quantity	Actual Quantity	
ISP-41160 - install innerduct (oleum, corrugated, etc.) <= 1.5" in existing conduit.	FOOT	20		
ISP-42050 - install ground wire.	FOOT	20		
ISP-42100 - Place fiber cable in conduit or innerduct.	FOOT	45		

Total Material Rate Card				
Unit Code & Description	Units	Estimated Quantity	Actual Quantity	
MAT-90070 - Conduit: 1 1/4" HDPE SDR-11	FOOT	6457		
MAT-90160 - Conduit: 4" HDPE SDR-9	FOOT	495		
MAT-90760 - Conduit Plug: 1-1/4" Blank Jackroom equivalent	EACH	18		
MAT-90950 - Tier 15 - 24"x36"x36" - w/ knock-outs and racking - including Cover	EACH	9		
MAT-91990 - Locate wire #10 AWG - solid copper with insulated jacket	FOOT	2147		
MAT-91960 - Mule Tape - 1/2" wide	FOOT	2147		
MAT-92070 - Warning Signs and/or Posts	EACH	2		

Total Material Rate Card				
Unit Code & Description	Units	Estimated Quantity	Actual Quantity	
MAT-90650 - 2" Steel U-Guard	EACH	2		
MAT-91230 - Anchor Screw - including Down Guy	EACH	8		
MAT-91290 - 6.6m (1/4" EHS)	FOOT	1946		
MAT-91350 - Lashing Wire .045	FOOT	3920		
MAT-91410 - Fiber Snowshoe	PAR	4		

Total Material Rate Card				
Unit Code & Description	Units	Estimated Quantity	Actual Quantity	
MAT-90690 - Innerduct: 1" Plenum	FOOT	20		
MAT-92140 - Miscellaneous Ground Wire	FOOT	20		

FIBER CABLE TOTALS

OSP 96 CT. FIBER OPTIC CABLE (PHASE 2)	AERIAL	3920'
OSP 96 CT. FIBER OPTIC CABLE (PHASE 2)	UNDERGROUND	2787'
ISP 96 CT. FIBER OPTIC CABLE (PHASE 2)	BUILDING	45'
	TOTAL	6707'



3	AS-BUILT	REVISION # 1							
2	05/19/18	MSV/BSO	BQO	ORIGINAL					
1	DATE	ENG DESIGN	DRAFTING	COMMENT					

Level 3
COMMUNICATIONS

LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242

DRAWING NAME: N.538390-3001 Liberty Park Engineering.dwg
SHEET: 17 OF 2884