

**Vestavia Hills
City Council Agenda
November 13, 2019
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Butch Williams; Vestavia Hills Senior Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
 - a. Announcement Of Interviews For Vacancy On Vestavia Hills Parks And Recreation Board And Deadline For Application – Councilor Paul Head
 - b. Announcement Of Interviews For Vacancy On Vestavia Hills Library Board And Deadline For Application – Mayor Ashley Curry
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval Of Minutes – October 28, 2019 (Work Session) and October 28, 2019 (Regular Meeting)

Old Business

10. 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*)
11. 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*)
12. 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*)
13. Resolution Number 5196 – Annexation – 90 Day – 2312 St. Joseph Road; Lot 22, St. Joseph Retreat; Vincent And Julie Poppalardo, Owners (*public hearing*)
14. Ordinance Number 2881 – Annexation – Overnight – 2312 St. Joseph Road; Lot 22, St. Joseph Retreat; Vincent And Julie Poppalardo, Owners (*public hearing*)
15. Resolution Number 5197 – Annexation – 90 Day – 2801 Gresham Drive; Lot 13, Gresham Woods Subdivision; Carla And Robert Ingram Jr., Owners (*public hearing*)

16. Ordinance Number 2882 – Annexation – Overnight – 2801 Gresham Drive; Lot 13, Gresham Woods Subdivision; Carla And Robert Ingram Jr., Owners (*public hearing*)
17. Resolution Number 5198 – Annexation – 90 Day – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
18. Ordinance Number 2883 – Annexation – Overnight – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
19. 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*)

New Business

20. Resolution Number 5201 – A Resolution Changing The Regular Meeting Of The Vestavia Hills City Council From December 23, 2019 To December 16, 2019 Beginning At 6 PM And Rescheduling The December 16, 2019 Work Session From 6 PM To 5 PM
21. Resolution Number 5203 – A Resolution To Allow A New Type Of Employee Contribution To The City’s Deferred Compensation Plan Known As A Roth Contribution
22. Resolution Number 5204 – A Resolution Authorizing The City Manager To Execute And Deliver All Agreements And Documents Necessary In Order To Secure Water Main Extensions And Three Fire Hydrants At Wald Park
23. Resolution Number 5205 – A Resolution Authorizing The City Manager To Execute And Deliver An Intergovernmental Purchasing Agreement With The North Alabama Cooperative Purchasing Association
24. Ordinance Number 2898 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver Agreements With The Vestavia Hills Board Of Education Regarding Access To The School System’s Live Feed Security System

New Business (Requesting Unanimous Consent)

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

25. Resolution Number 5202 – A Resolution To Provide Tier I Benefits To Tier II Plan Members Pursuant To Alabama Act 2019-132 (*public hearing*)
26. Ordinance Number 2502-A – An Ordinance Amending Ordinance Number 2502 To Further Amend Chapter 8 Of The Vestavia Hills Code Of Ordinances Entitled “License And Business Regulations” To Add An Article To Establish A NAICS Code, Operating

Standards And Definitions For Mobile Food Units Operating Within The City Of Vestavia Hills, Alabama And To Provide For Penalties For Violation Thereof (*public hearing*)

27. Ordinance Number 2885 – Annexation – 90 Day Final – 3516 Squire Lane; Brook And Celine Russell, Owners (*public hearing*)
28. Ordinance Number 2886 – Rezoning – 3516 Squire Lane, Rezone From VH E-2 To VH R-1; Brook And Celine Russell, Owners (*public hearing*)
29. Ordinance Number 2887 – Annexation – 90 Day Final – 929 Mountain Branch Circle; Lot 40, Mountain Branch Sub; Honeycutt Real Estate Holdings, Owners (*public hearing*)
30. Ordinance Number 2888 – Rezoning – 929 Mountain Branch Circle; Lot 40, Mountain Branch Sub; Rezone From JC R-1 To VH R-2; Honeycutt Real Estate Holdings (Owners) (*public hearing*)
31. Ordinance Number 2889 – Annexation – 90 Day Final – 2790 Acton Place; Hugh Humphrey, Owner (*public hearing*)
32. Ordinance Number 2890 – Rezoning – 2790 Acton Place; Rezone From JC R-1 To VH R-2; Hugh Humphrey, Owner (*public hearing*)
33. Ordinance Number 2891 – Annexation – 90 Day Final – 2606 Acton Road; Lot 5, Altadena Valley Country Club; Mark And Jennifer Weldon (*public hearing*)
34. Ordinance Number 2892 – Rezoning – 2606 Acton Road; Lot 5, Altadena Valley Country Club; Rezone from Jefferson County Agriculture to VH A; Mark and Jennifer Weldon (*public hearing*)
35. Ordinance Number 2893 – Annexation – 90 Day Final – 2429 Kenvil Circle; Lot 36, Res Of Lots 18, 19, 20, 33, 34, 46, 47 & 48, Buckhead, Second Sector; William Ennis (*public hearing*)
36. Ordinance Number 2894 – Rezoning – 2429 Kenvil Circle; Lot 36, Res Of Lots 18, 19, 20, 33, 34, 46, 47 & 48, Buckhead, Second Sector; Rezone From Jefferson County E-2 To VH R-1; William Ennis (*public hearing*)
37. Ordinance Number 2895 – Annexation – 90 Day Final – 2645 Alta Glen Drive; Paul And Gloria Russell (*public hearing*)
38. Ordinance Number 2896 – Rezoning – 2645 Alta Glen Drive; Rezone From JC E-1 To VH E-2; Paul And Gloria Russell (*public hearing*)
39. Ordinance Number 2897 – Rezoning – 4222 Dolly Ridge Road; Rezone From VH B-3 To Vestavia Hills B-1.2 For Construction Of A Commercial Building With A Residential Unit On 2nd Floor; Timothy Higgins, Owner (*public hearing*)
40. Ordinance Number 2899 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Jefferson County Commission To Join A

Jefferson County GIS Consortium For The Utilization Of GIS Planimetric Data Over
The Next 3 Years (*public hearing*)

41. Citizens Comments

42. Motion for Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

OCTOBER 28, 2019

The City Council of Vestavia Hills met in a regular scheduled work session on this day in the Executive Conference Room at 5:00 PM (rescheduled from October 21, 2019), following posting/publication as required by Alabama law. The City Clerk checked the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor*
Paul J. Head, Councilor
George Pierce, Councilor
**arrived at 5:08 PM*

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney*
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Cinnamon McCulley, Communications
Dan Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Shawn Jackson, Dep. Chief
Keith Blanton, Building Official
Jason Hardin, Police Captain

The Mayor called the work session to order.

UPDATE ON HUMAN TRAFFICKING

The Mayor announced that he would like to see the City become one of the first trafficking-free zones by training and participating with multiple other agencies. He indicated that more information will be forthcoming on this topic.

UPDATE ON OTHER CITY ISSUES

Mr. Downes gave a brief background on previous incentives that were given to Serra Automotive several years ago. He indicated that with the renovations and remediation of flooding issues on their property along with a gifting of a portion of their property to be used in the Massey Road project, he is recommending that those incentives be reinstated at the point at which they were left off following their past departure from the property.

Mr. Downes explained the legislation that passed during the last legislative session concerning Tier I and Tier II employees. He stated that the unfunded liability came in about \$614,000, or about 2% increase. He indicated that this is not being embraced by all cities. However, he feels this will help in the recruiting of future employees for Vestavia Hills. Action needs to be taken by the end of November so a Resolution would be forthcoming for Council consideration.

Discussion ensued relative to the future liability. Mr. Downes stated that consultants have no idea of future because it depends on the economy.

Mr. Downes stated that a revision of the food truck ordinance was distributed to the Council for review. He explained that food trucks are supposed to be mobile and some are making their areas virtually permanent with tables, tents, leaving equipment, etc. He stated that was not the intent and this revision will require that food trucks remove all equipment, tents, tables, etc., whenever not in operation.

Mr. Downes discussed a possible exception to the sign code relative to signage that is located above the roofline. He showed a depiction of a suggested sign at City Center. Following discussion of an approval procedure, Mr. Downes stated a revision might be upcoming.

Brian Davis, Public Services Director, stated that the Vestavia Hills Parks and Recreation Board had approved a request to ask the City Council to rename the Vestavia Hills Cahaba Heights Sports Park to simply Cahaba Heights Park in keeping with other park names in the City. He stated that signage is being ordered to be installed at the newly renovated park and they wanted the name of the park to reflect that it is much more than just athletic fields. Councilor Cook mentioned the importance of using City branding throughout all our parks.

Rebecca Leavings, City Clerk, explained that the last December meeting of the Council is scheduled for December 23, just before the City closes administrative offices for Christmas holidays. She asked the Council if they preferred to move the Council meeting to the previous Monday and reschedule that work session for 5 PM.

Mr. Weaver stated that Ordinance Number 2875 will be coming to the Council in just a few minutes. He stated that density by right was an issue that pushed the Commission to recommend approval as the approve use—apartments--would allow more density than

what is proposed. He also mentioned there is an existing drainage problem that can be resolved by this request.

There being no further business, the work session adjourned at 5:45 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

OCTOBER 28, 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

Ron Hige; Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Pierce recognized Sam Duffey, Chamber of Commerce Board member who was in attendance.
- Mr. Pierce also welcomed students from Vestavia Hills High School Government class and two students from City Youth Connection. Sophie Slemmons and Emily Giles, City Youth Connection, stated that they volunteer for city events to help to learn how the City operates.
- Mr. Head announced an upcoming vacancy on the Vestavia Hills Parks and Recreation Board. He stated that the City Council is accepting applications for this vacancy. Deadline for application will be Monday, November 4, 2019 at 5 PM. He encouraged all interested applicants to apply.

- The Mayor announced an upcoming vacancy on the Library Board. He announced that the City Council is accepting applications for this vacancy. 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 24, 2019 as “World Polio Day.” Mr. Downes read the Proclamation.

PROCLAMATION

The Mayor presented a proclamation designating November 2019 as “National Hospice and Palliative Care Month.” Mr. Downes read the Proclamation and the Mayor presented it to Stephanie Sansing, Affinity Hospice.

PROCLAMATION

The Mayor presented a proclamation designating November 2019 as “Small Business November.” Mr. Downes read the Proclamation and the Mayor presented it to Karen Odle, President of the Vestavia Hills Chamber of Commerce.

Mrs. Odle stated that the U.S. has over 30 million small businesses which represent a large number of employers. She encouraged everyone to shop small businesses.

CITY MANAGER’S REPORT

- Mr. Downes stated that City employees recently pledged about \$18,000 to the United Way, which puts the City at par with Mountain Brook employees. He commended City employees for their generosity.

COUNCILOR REPORTS

- Mrs. Cook stated she attended the Board of Education meeting just before this meeting where teachers were recognized as Teachers of the Year. She stated that this City has some fine teachers that deserve the recognition.
- Mrs. Cook stated that she attended the Alabama Growth Summit, last week, at Ross Bridge with a focus on the positive difference economic development can make in peoples’ lives. Topics included education, infrastructure, employee training, and attracting millennials.
- Mr. Pierce stated that he attended a strategic session with the Chamber Board. He stated that a draft will be forwarded on November 6 for a 5- to 10-year plan for the Chamber.

- Mayor Curry stated that a Salute to Veterans will be held on Thursday, November 7, 2019 beginning at 2 PM at the Vestavia Hills Methodist Church. He stated that details were on the City website.

APPROVAL OF MINUTES

The minutes of the following meeting were presented for approval: October 14, 2019 (Regular Meeting).

MOTION Motion to dispense with the reading of the minutes of the October 14, 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. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

OLD BUSINESS

ORDINANCE NUMBER 2872

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*)

MOTION Motion to approve Ordinance Number 2875 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. He stated that the applicant is requesting to rezone from R-5 to R-9 to raze an apartment building and build 11 single-family homes. The entitled density would be greater than this proposed density. There is an existing drainage issue, affecting adjoining neighbors, which should be solved by the development.

Mrs. Cook stated that Dr. Freeman indicated he does not have a problem with the request as it would have negligible impact on the Board of Education.

Mayor Curry opened the floor for public hearing.

Mrs. Cook stated that she was looking at the proposed layout and one of her concerns was that there was not much space between the homes and very narrow buffers. She stated she did some research on “cottage zoning” that featured homes situated around common greens, screened parking facilities and other requirements. She stated that features like this would provide a more pleasing design than this plan for R-9 zoning. She stated she is concerned the entrance is very

close to Green Valley. However, she stated that this is a net improvement over entitled apartments but, under other circumstances, she wouldn't be in favor of such a dense community.

Mrs. Cook asked about sidewalks in this development. She clarified that the R-9 zoning requires sidewalks and some of the information shows sidewalks, some of the drawings do not.

Price Hightower, Tower Homes, stated that he has spoken to Engineering. He stated that Engineering requires a 4' sidewalk on one side of the road and they have no issues with installing that.

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.

RESOLUTION NUMBER 2873

Resolution Number 5191 – A Resolution Renaming A City Street From Pine Drive To Pine Tree Drive (public hearing)

MOTION Motion to approve Resolution Number 2873 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor explained the background of the renaming of this street.

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 5195

Resolution Number 5195 – A Resolution Authorizing The City Manager To Sign An Easement Agreement For Electrical Services To The New Pools At Wald Park

MOTION Motion to approve Resolution Number 5195 was by Mr. Pierce seconded by Mrs. Cook.

Mr. Downes explained that this is an easement agreement for power to the new pools at Wald Park.

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 5199

Resolution Number 5199 - A Resolution Accepting A Bid For Street Resurfacing For The City Of Vestavia Hills

MOTION Motion to approve Resolution Number 5199 was by Mr. Weaver seconded by Mr. Head.

Mr. Downes explained that this is a 3-year bid and recommendation was to award to low-bidder Dunn Construction.

Mr. Weaver stated that there is a large variation on the seal and the binder. He asked if there are any concerns with the quality of the materials used by Dunn.

Mr. Downes stated that they have no concerns as Dunn also had the previous contract. He stated this is in anticipation of 21 miles of paving.

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.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

The Mayor passed the gavel and Mr. Weaver, Mayor Pro-Tem, who announced that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on November 13, 2019, at 6:00 PM.

- 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*)

- 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*)
- 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*)
- Resolution Number 5196 – Annexation – 90 Day – 2312 St. Joseph Road; Lot 22, St. Joseph Retreat; Vincent And Julie Poppalardo, Owners (*public hearing*)
- Ordinance Number 2881 – Annexation – Overnight – 2312 St. Joseph Road; Lot 22, St. Joseph Retreat; Vincent And Julie Poppalardo, Owners (*public hearing*)
- Resolution Number 5197 – Annexation – 90 Day – 2801 Gresham Drive; Lot 13, Gresham Woods Subdivision; Carla And Robert Ingram Jr., Owners (*public hearing*)
- Ordinance Number 2882 – Annexation – Overnight – 2801 Gresham Drive; Lot 13, Gresham Woods Subdivision; Carla And Robert Ingram Jr., Owners (*public hearing*)
- Resolution Number 5198 – Annexation – 90 Day – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
- Ordinance Number 2883 – Annexation – Overnight – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
- 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*)

CITIZEN COMMENTS

None.

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

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

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 MERCEDONIAN 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: _____

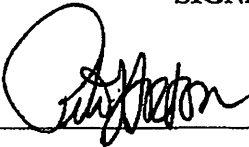
Owners' Name(s): _____

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)

* 

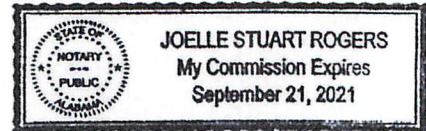
STATE OF ALABAMA
JEFFERSON COUNTY

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

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".



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

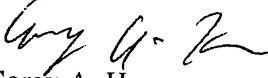
Dear Mr. Arrington,

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

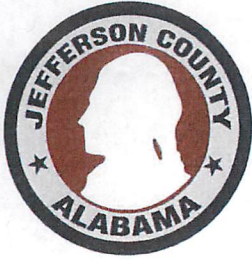
Subject – Consent to vacate unused easement.

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

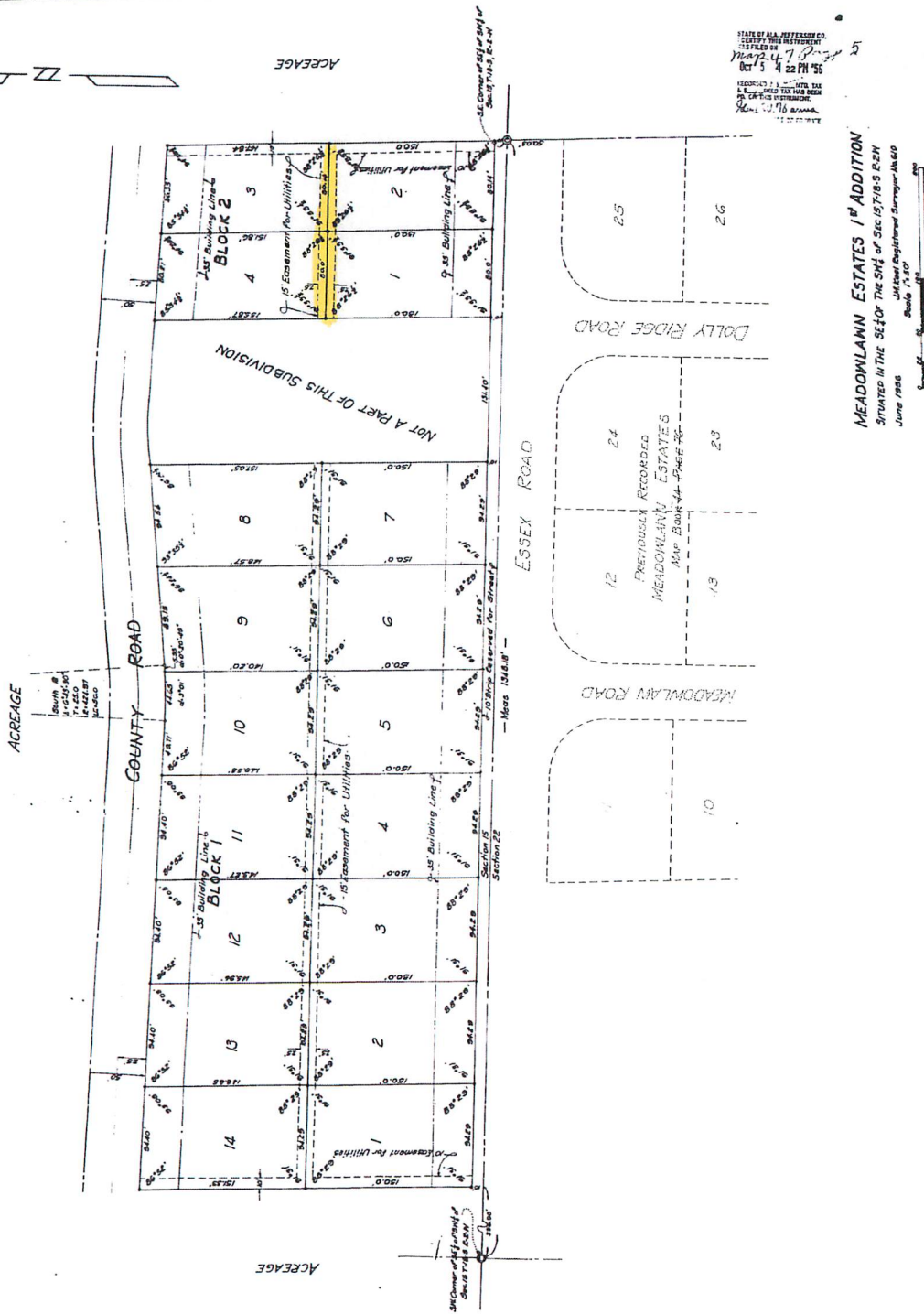
DATE: October 14, 2019

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
 COUNTY OF JEFFERSON
 DEPARTMENT OF REVENUE
 RECORDS AND DEEDS
 RECEIVED
 Dec 5 1955 4 22 PM '55
 Map 47
 5

MEADOWLAWN ESTATES 1st ADDITION
 SITUATED IN THE SE^{1/4} OF THE SW^{1/4} OF SEC 15 T18 S 22 N
 June 1956
 J. M. Keel, Registered Surveyor, No. 600
 Scale 1" = 40'

APPROVED: I, J. M. Keel, Surveyor, do hereby certify that the foregoing to be a true and correct map or plat of the property shown above showing the same and giving the names and widths of each street and alley and that the same are shown in accordance with the relation of the land to be platted to the Government Survey of the West of the Humboldt Principal Meridian in Jefferson County, Alabama, in witness whereof I have hereunto set my hand this 27th day of July, 1956.

J. M. Keel
 Surveyor, No. 600

APPROVED: I, J. M. Keel, Surveyor, do hereby certify that J. M. Keel, whose name is signed to the foregoing certificate as surveyor and H. Thompson, J. K. Thompson, D. H. Marbury, Jr. and A. J. Pattillo as owners hereby certify the foregoing to be a true and correct map or plat of the property shown above showing the same and giving the names and widths of each street and alley and that the same are shown in accordance with the relation of the land to be platted to the Government Survey of the West of the Humboldt Principal Meridian in Jefferson County, Alabama, in witness whereof we have hereunto set our hands this 27th day of July, 1956.

H. Thompson
 J. K. Thompson
 D. H. Marbury, Jr.
 A. J. Pattillo
 Owners

APPROVED: I, J. M. Keel, Surveyor, do hereby certify that J. M. Keel, whose name is signed to the foregoing certificate as surveyor and H. Thompson, J. K. Thompson, D. H. Marbury, Jr. and A. J. Pattillo as owners hereby certify the foregoing to be a true and correct map or plat of the property shown above showing the same and giving the names and widths of each street and alley and that the same are shown in accordance with the relation of the land to be platted to the Government Survey of the West of the Humboldt Principal Meridian in Jefferson County, Alabama, in witness whereof we have hereunto set our hands this 27th day of July, 1956.

H. Thompson
 J. K. Thompson
 D. H. Marbury, Jr.
 A. J. Pattillo
 Owners

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H. Thompson
 J. K. Thompson
 D. H. Marbury, Jr.
 A. J. Pattillo
 Owners

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H. Thompson
 J. K. Thompson
 D. H. Marbury, Jr.
 A. J. Pattillo
 Owners

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H. Thompson
 J. K. Thompson
 D. H. Marbury, Jr.
 A. J. Pattillo
 Owners



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.

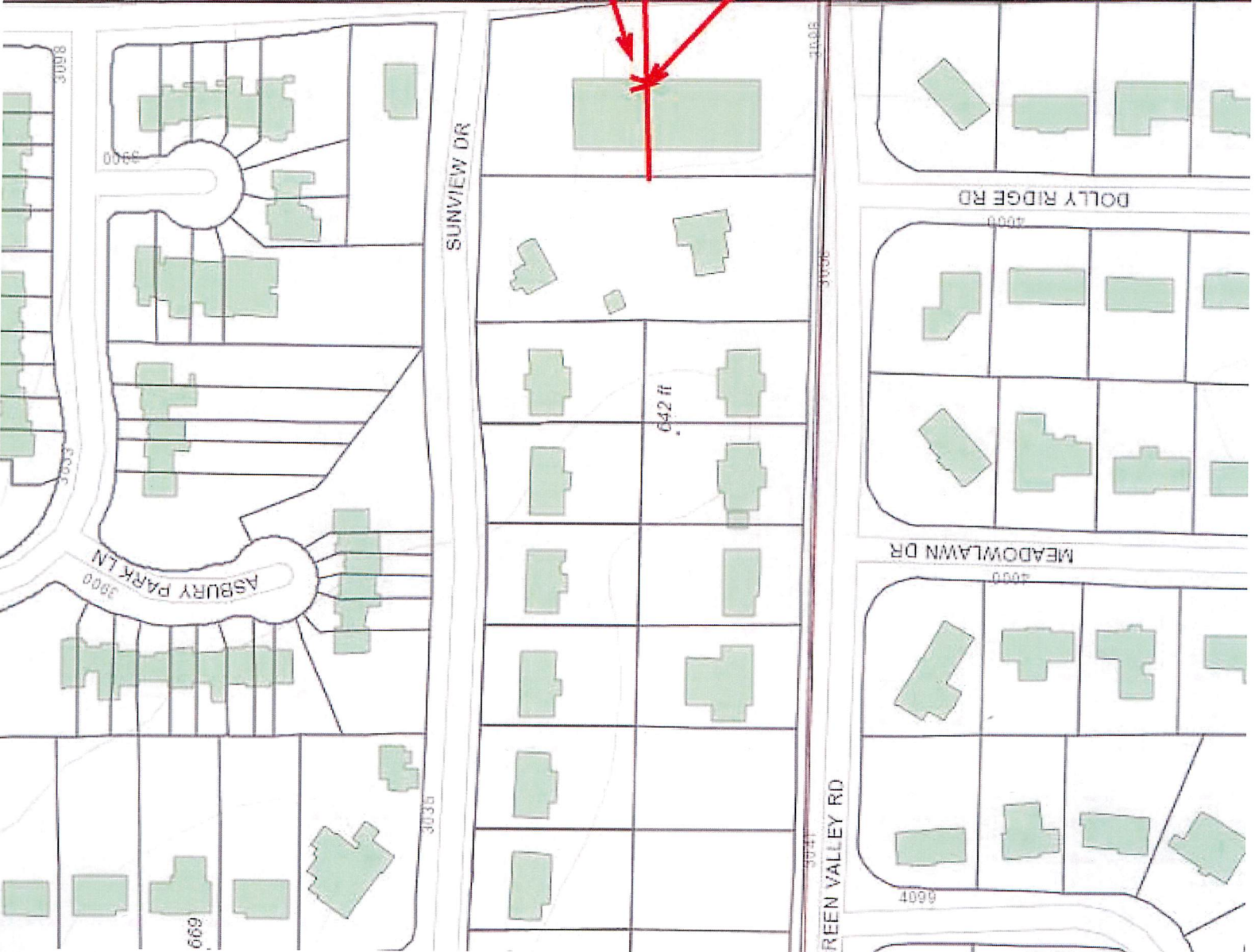
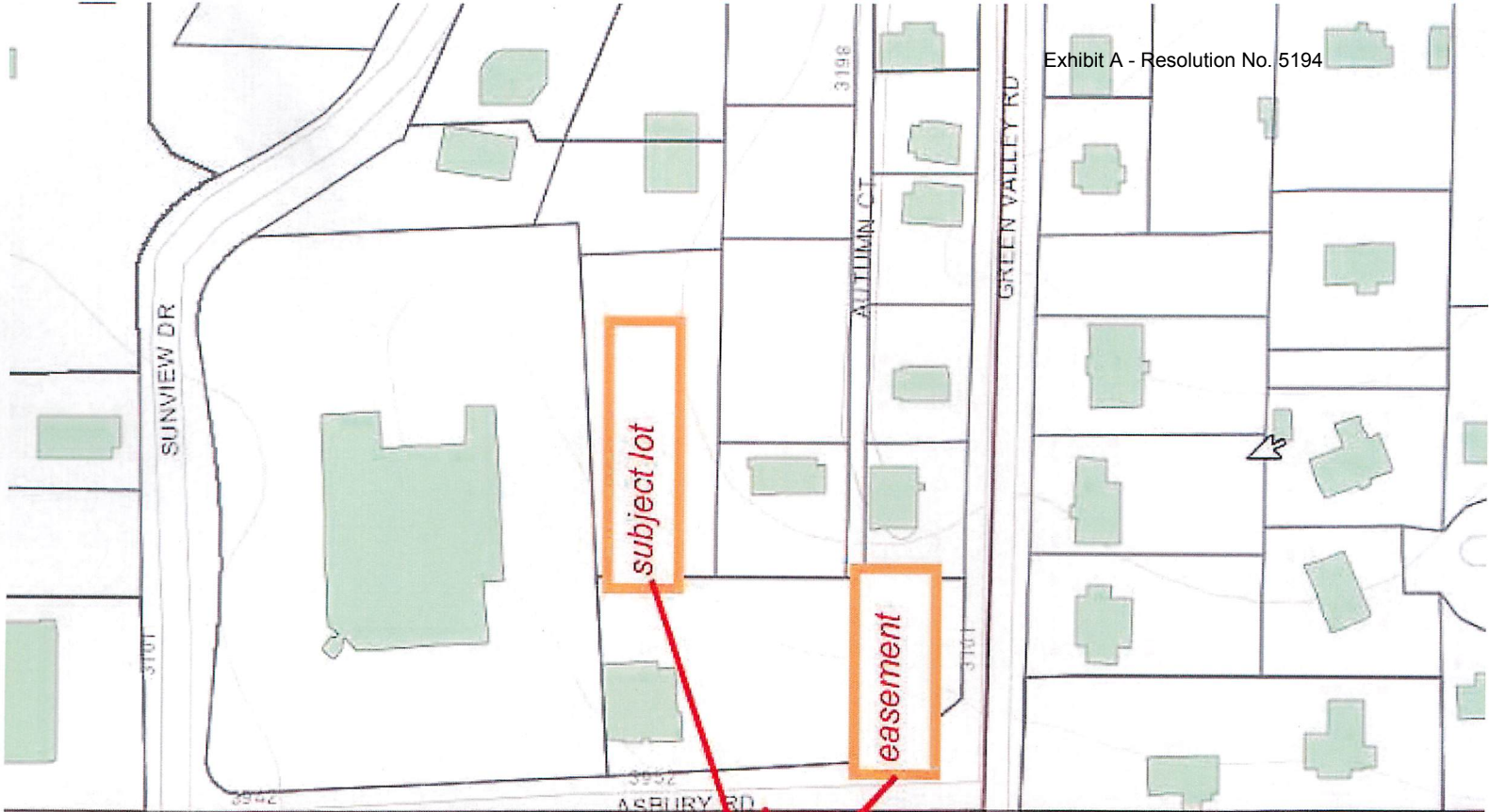
Should the need arise for the company to extend additional facilities from any existing lines, Alabama Power Company will acquire the necessary rights of way from the owner of record date.

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

Sincerely,

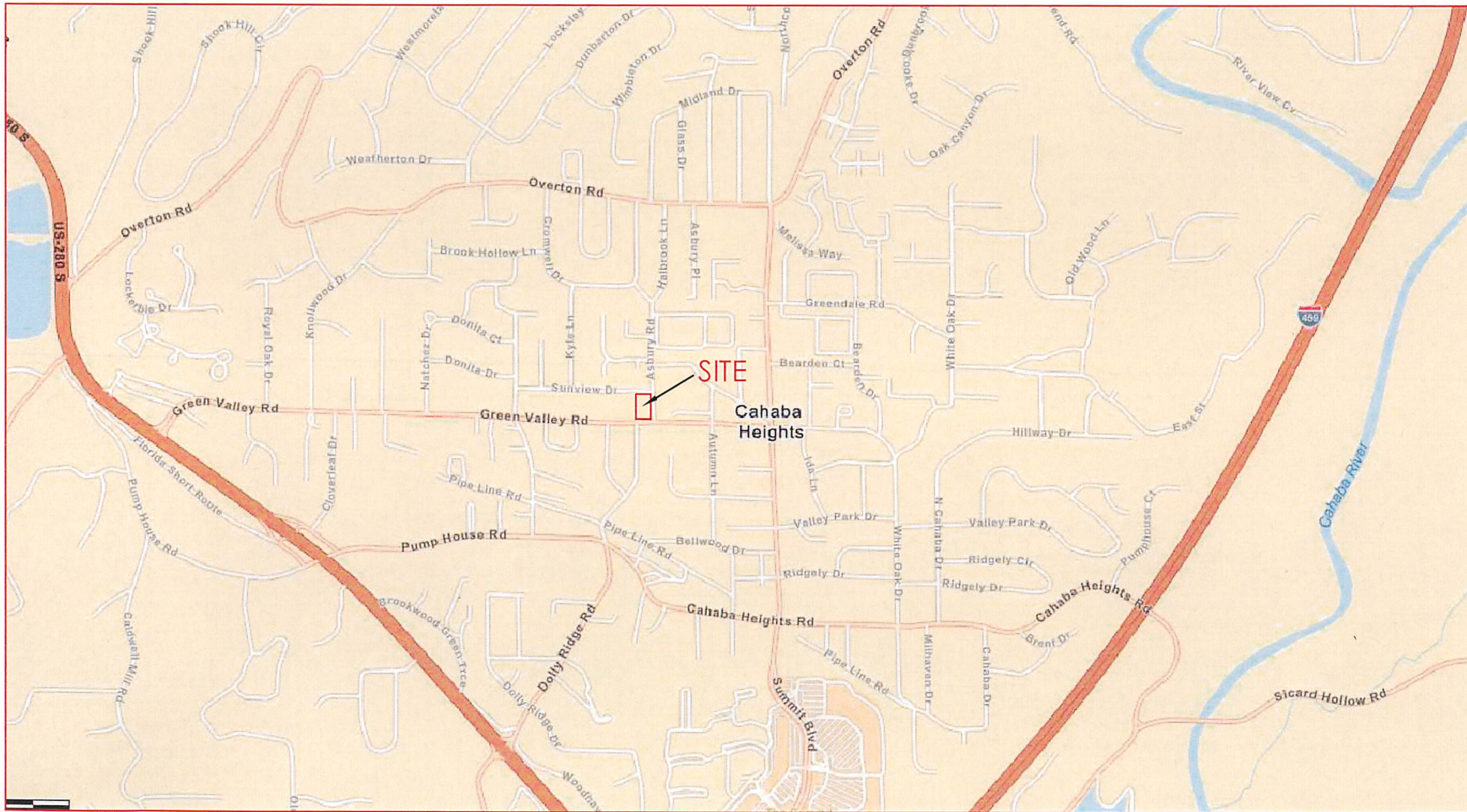
A handwritten signature in blue ink, appearing to read "Dean Fritz".

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>	<u>Signature of Authorized 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

C C

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.

a a i s
City Cl r

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

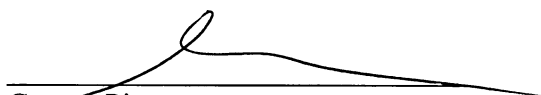
8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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 & Giuseppe Appalardo</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

Vincenzo Appalardo 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.

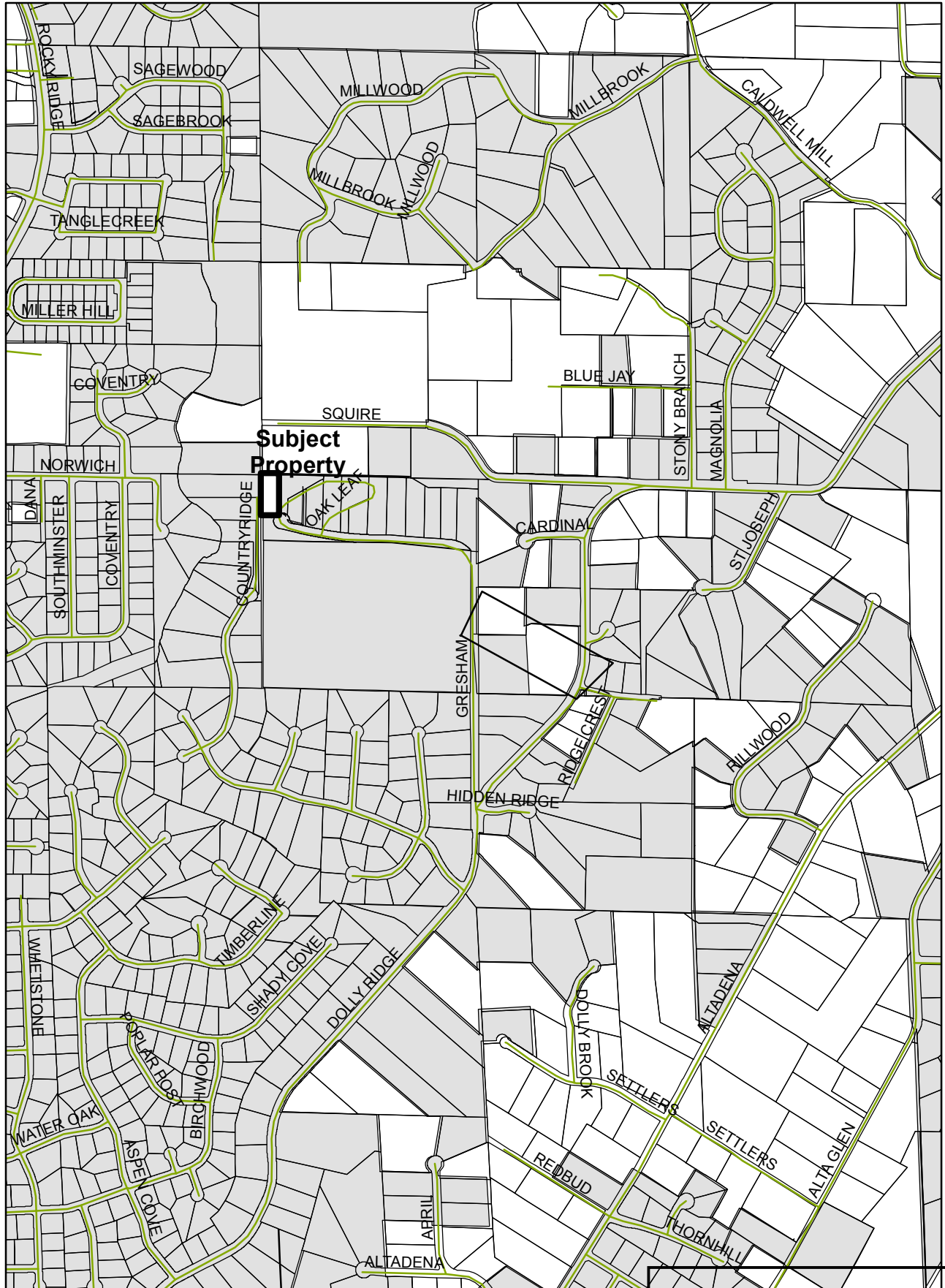
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



2801 Gresham Dr

2801 Gresham Drive



Subject Property

Legend

-  Vestavia_Hills_Parcels
-  Vestavia_Hills_City_Limits

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

2801 Gresham Drive
[111-S-] Baths: **3.5** H/C Sqft: **3,176**
18-012.0 Bed Rooms: **4** Land Sch: **G8**
 Land: **206,000** Imp: **589,500** Total: **795,500**
 Acres: **0.000** Sales Info: **07/01/2009 \$750,000**

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

Tax Year : 2019 ▼

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 02 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$739,100.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$206,000
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 001 111 \$589,500

TOTAL MARKET VALUE [APPR. VALUE: \$795,500]: \$795,500

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

INSTRUMENT NUMBER	DATE
<u>200962-26438</u>	07/07/2009
<u>200862-15626</u>	05/06/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2019		\$0.00
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

INSTRUMENT NUMBER

[200962-26438](#)
[200862-15626](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
07/07/2009	12/7/2018	2018	CORELOGIC INC	\$3,655.39
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

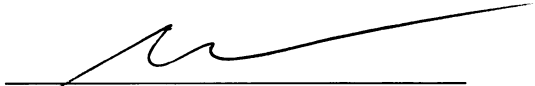
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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

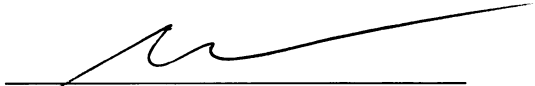
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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: _____

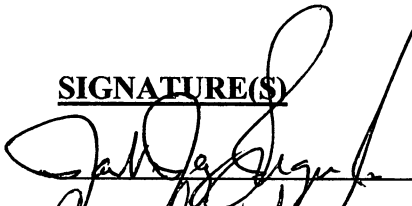
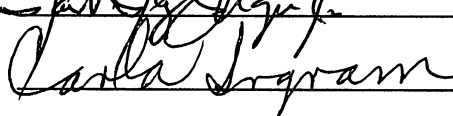
RECORDED IN MAP BOOK 227, PAGE 2 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

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.

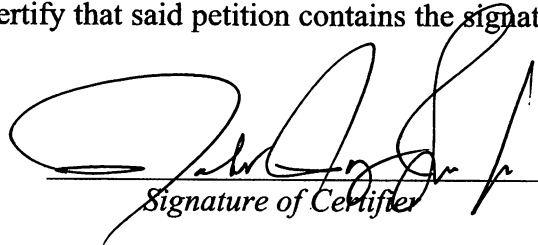
<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
	Lot <u>13</u> Block _____ Survey _____
	Lot <u>13</u> Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

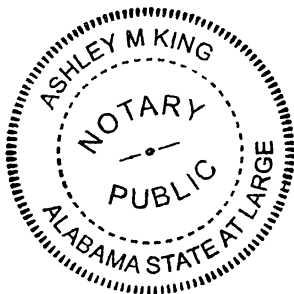
STATE OF ALABAMA

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:

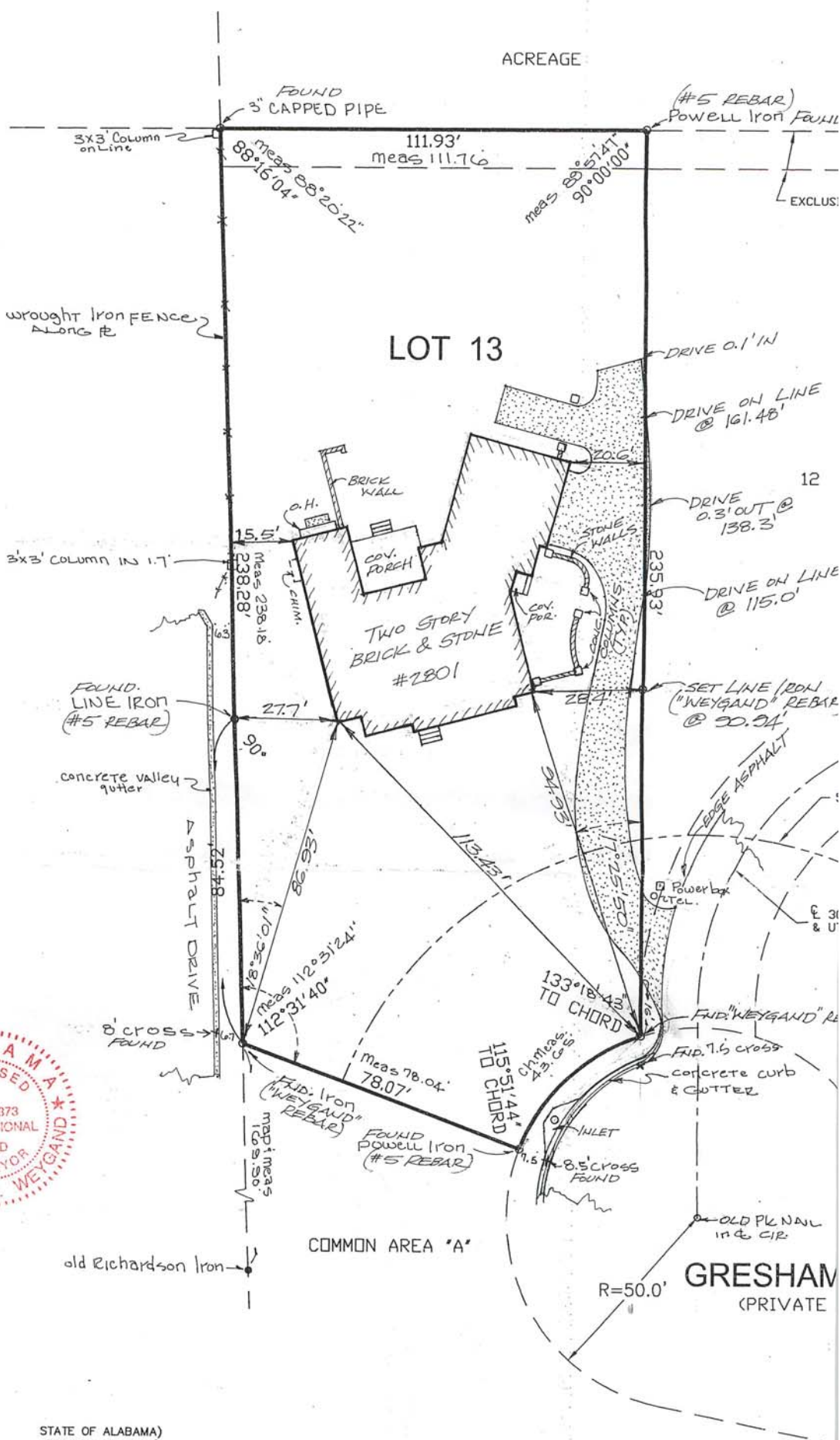
**Plan to Enroll In
 Vestavia Hills School?**

	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 wires which serve the premises (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:

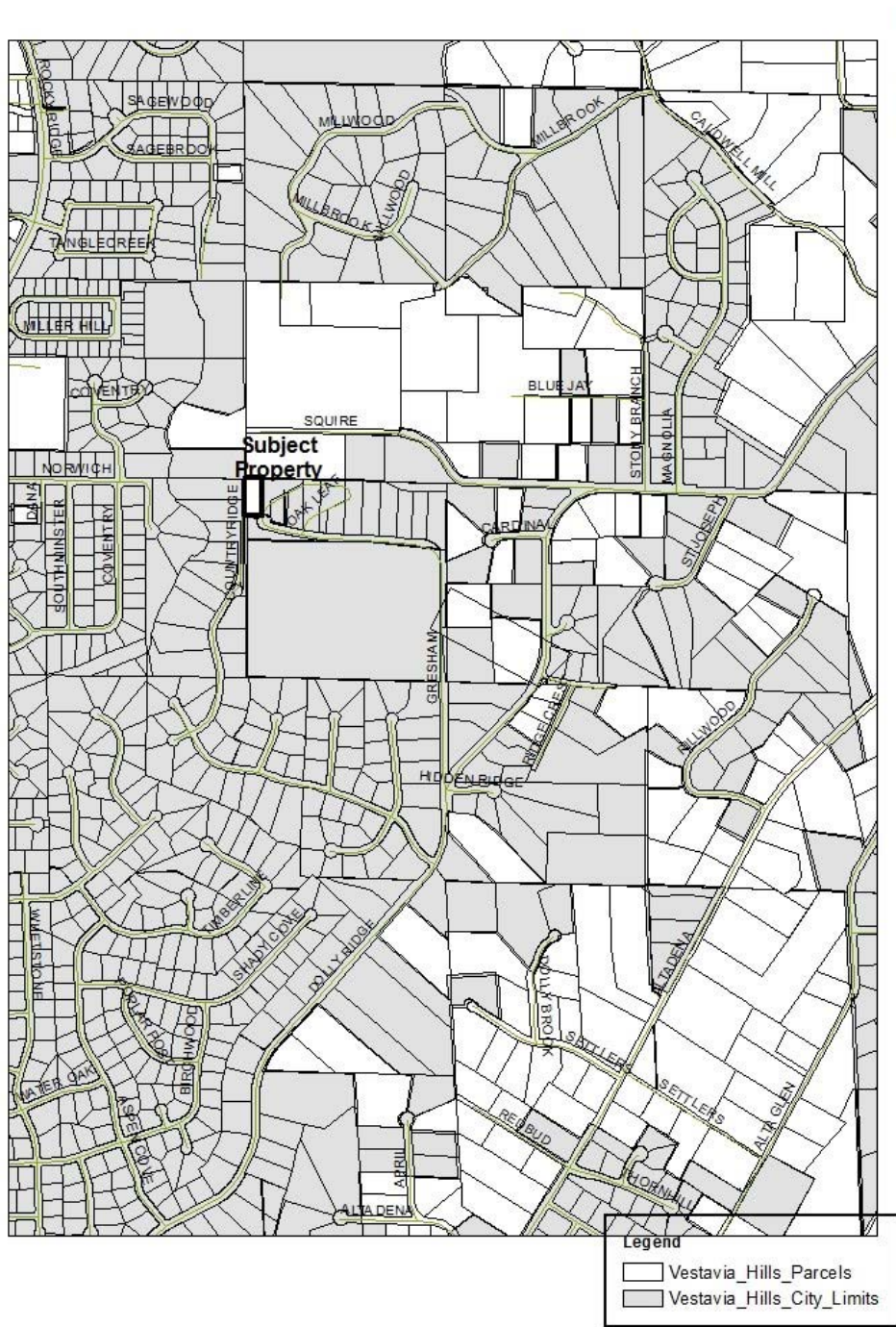
Rebecca Leavings
City Clerk

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.

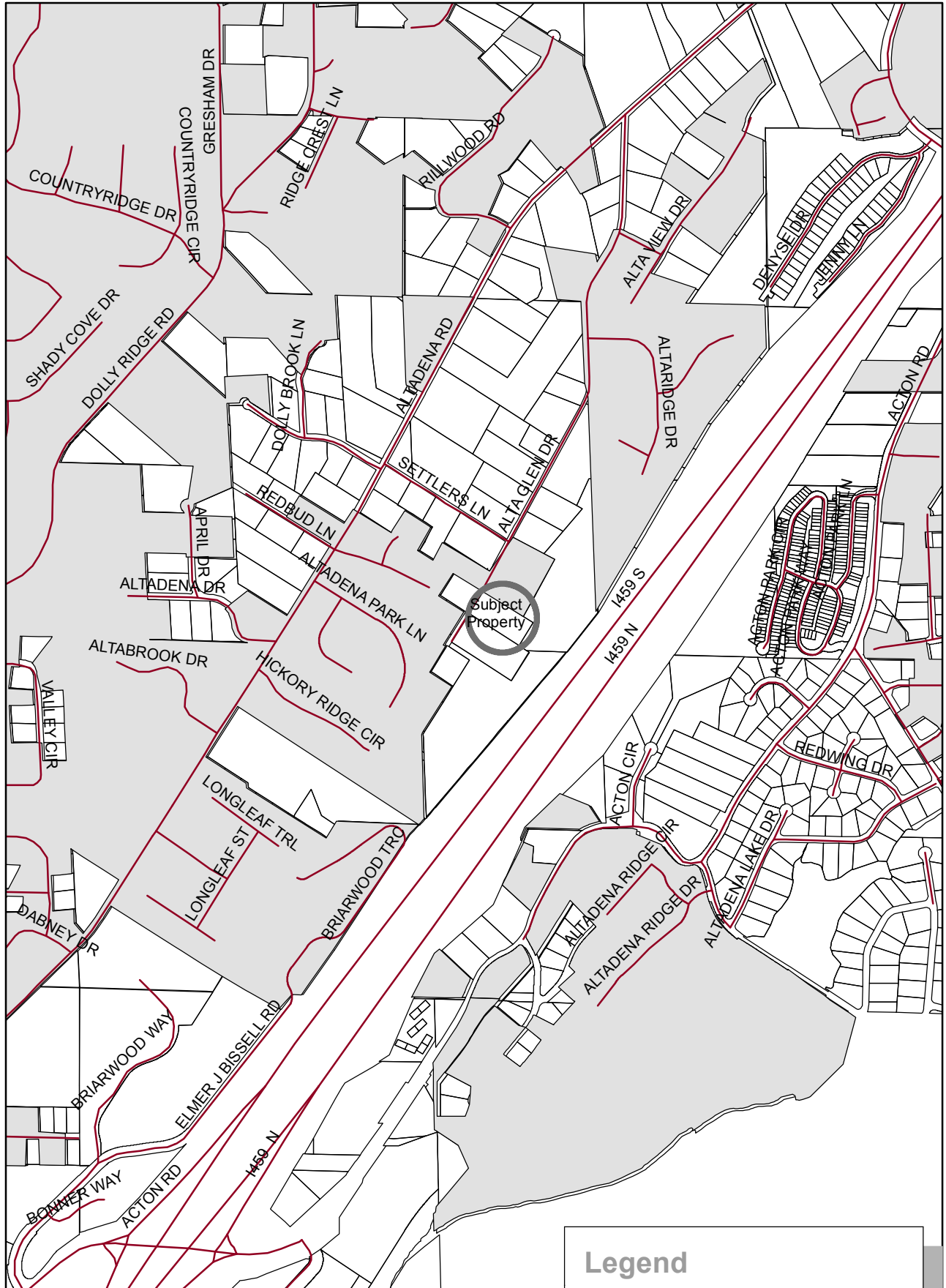
APPROVED and ADOPTED this the 13th day of November, 2019.

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**

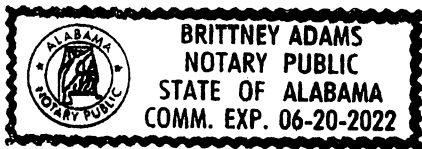
Jimit Parekh

_____ 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

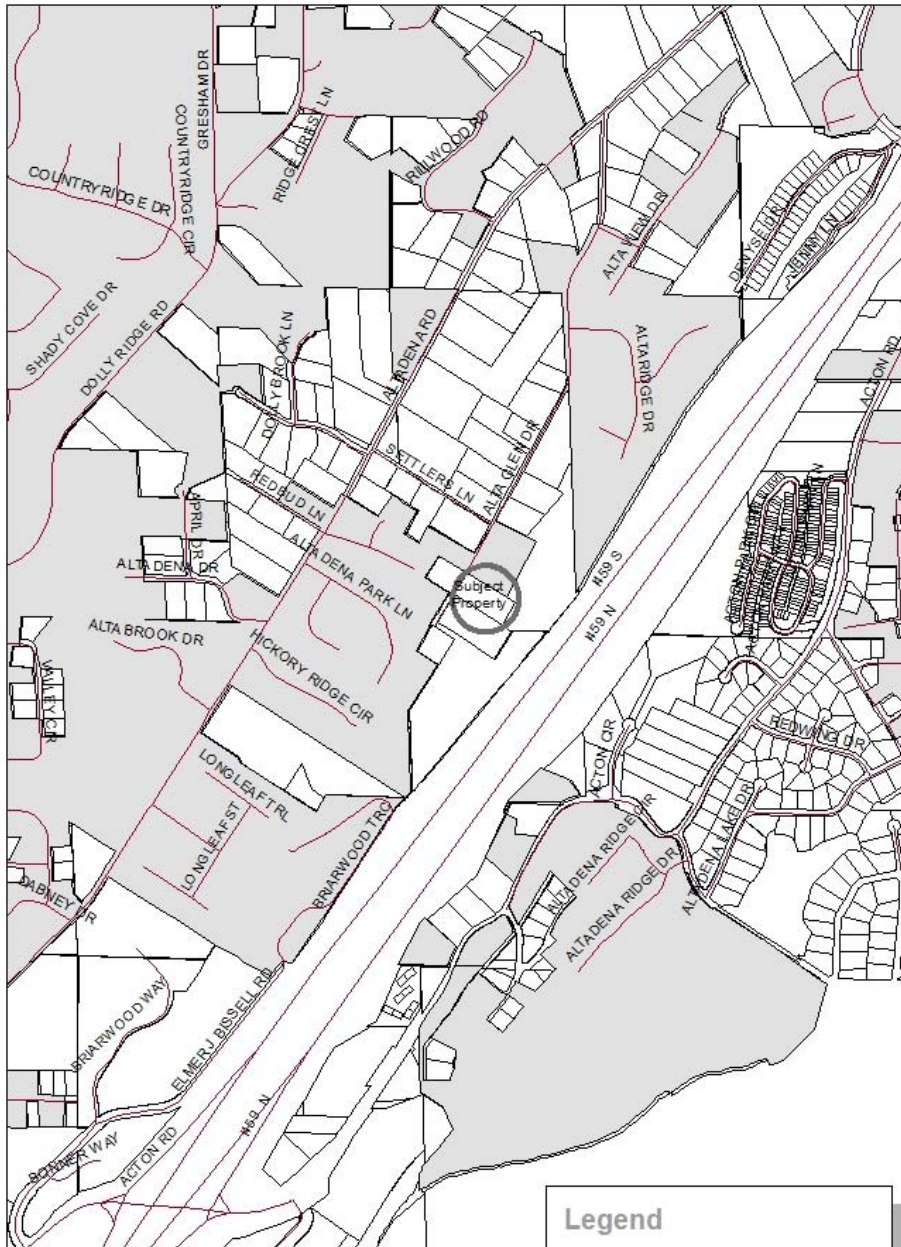
CERTIFICATION:

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”).

WITNESSETH:

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,

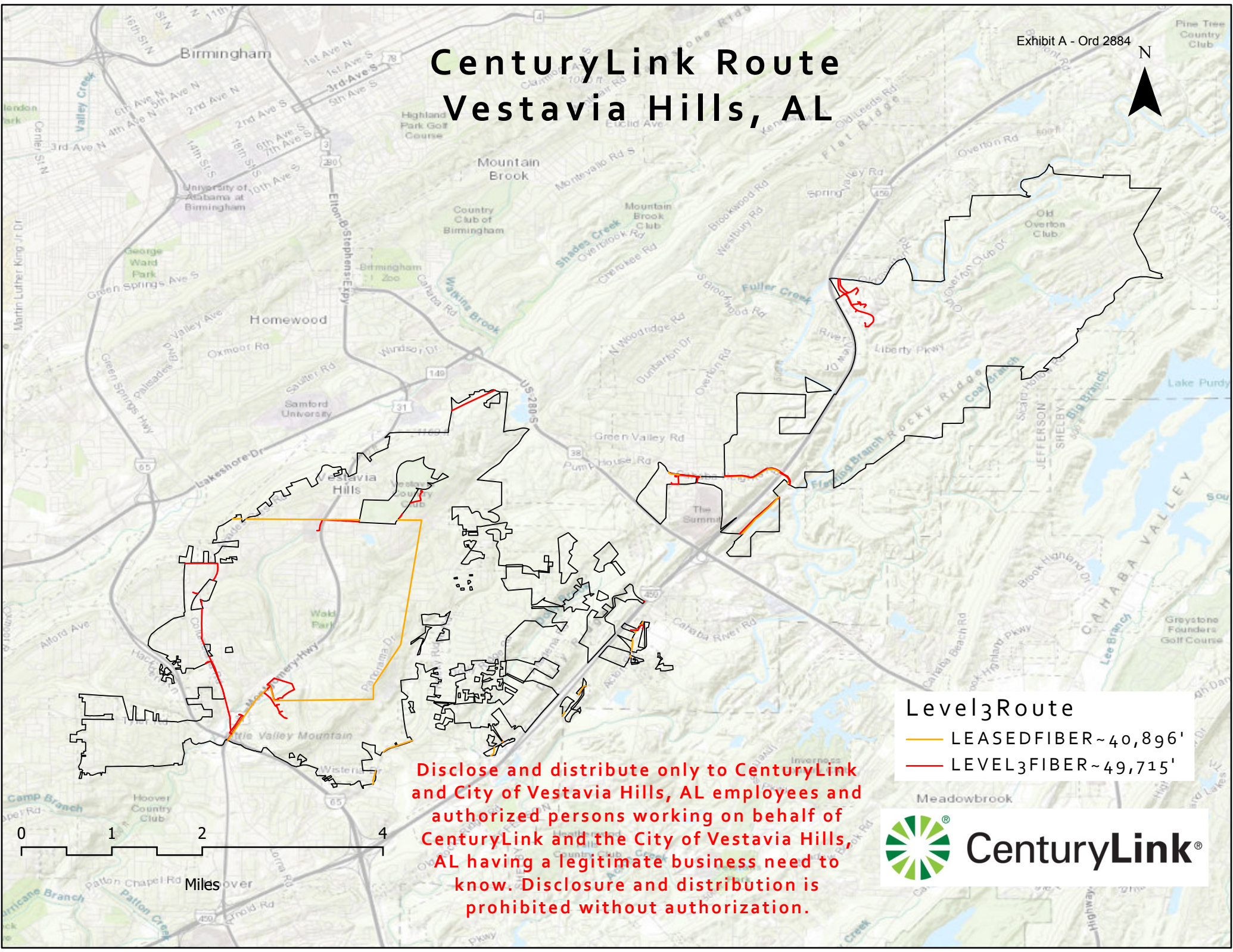
A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is fluid and cursive, with a long horizontal line extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

CenturyLink Route Vestavia Hills, AL

N

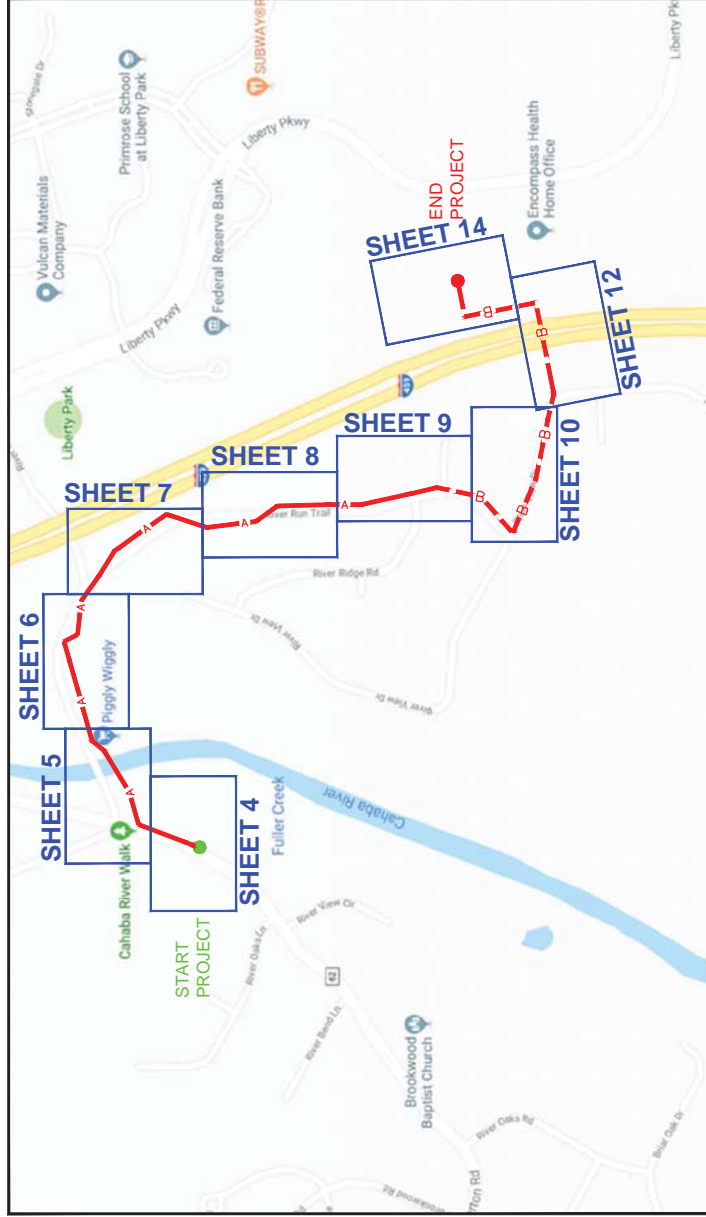


Disclose and distribute only to CenturyLink and City of Vestavia Hills, AL employees and authorized persons working on behalf of CenturyLink and the City of Vestavia Hills, AL having a legitimate business need to know. Disclosure and distribution is prohibited without authorization.

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

LB PROJECT #: 17-L322

CUSTOMER CONTACT INFO:

Christopher Vaughan
Senior IT Administrator
HealthSouth
Liberty Park
Office: 205-970-3406
Cell: 205-292-3381
Email: christopher.vaughan@healthsouth.com

LEVEL3 COMMUNICATIONS:

John Lockwood
OUTSIDE PLANT ENGINEER
Level3 Communications
Birmingham, AL 35203
Office: 205-263-9163
Email: john.lockwood@level3.com

Shayne Acton
SR. OUTSIDE PLANT ENGINEER
Luffman Byers Telecom, Inc.
150 Marqueta Spur Road
Liberty Park
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 Liberty Park, 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

LEGEND

SYMBOL	DESCRIPTION
---	ASW
- - -	ASPHALT SIDEWALK
- . - .	BIP
- . - .	BLACK IRON PIPE
- . - .	BSP
- . - .	BLACK STEEL PIPE
- . - .	CSW
- . - .	CONCRETE SIDEWALK
- . - .	EOP
- . - .	EDGE OF PAVEMENT
- . - .	EOTW
- . - .	EDGE OF TRAVEL WAY
- . - .	FOC
- . - .	FACE OF CURB
- . - .	HDPE
- . - .	HIGH DENSITY POLYETHYLENE
- . - .	HH
- . - .	HANDHOLE
- . - .	JB
- . - .	JUNCTION BOX
- . - .	MH
- . - .	MANHOLE
- . - .	MP
- . - .	MILE POST
- . - .	O/S
- . - .	OFFSET
- . - .	PVC
- . - .	POLY VINYL CHLORIDE
- . - .	RGS
- . - .	RIGID GALVANIZED STEEL CONDUIT
- . - .	ROW
- . - .	RIGHT OF WAY
- . - .	STA.
- . - .	STATION

SYMBOL	DESCRIPTION
(R)	RISER
T	TELEPHONE
P	POWER VAULT
☐	CATCH BASIN/INLET
☐	FIRE HYDRANT
⊕	GROUND/BOND
☀	STREET LIGHT
☁	TREE
⌒	CULVERT
⌒	WING WALL
▭	BRIDGE
⊕	MISC. UTILITY
⊗	UTILITY POLE - EXISTING
⊗	OWNER ID
⊗	LEVEL 3
⊗	ID

SYMBOL	DESCRIPTION
V	VAULT - EXISTING
V	VAULT LEVEL 3
V	VAULT LEVEL 3
V	VAULT LEVEL 3
∞	AERIAL STORAGE - EXISTING
∞	AERIAL STORAGE - PROPOSED
⊕	VAULT/BUILDING STORAGE - EXISTING
⊕	VAULT/BUILDING STORAGE - PROPOSED
⌒	POLE ANCHOR/DOWN GUY - EXISTING
⌒	POLE ANCHOR/DOWN GUY - PROPOSED
⌒	PROPOSED DOWN GUY ON EXISTING ANCHOR
⌒	TERMINATION - EXISTING
⌒	TERMINATION - PROPOSED
⌒	BUILDING CALLOUT - PROPOSED
⌒	SPICE POINT - EXISTING
⌒	SPICE POINT - PROPOSED
⌒	SEQUENTIAL CALLOUT
⌒	SEQUENTIAL IN TAIL CALLOUT
⌒	SEQUENTIAL TAIL OUT CALLOUT

SYMBOL	DESCRIPTION
⊕	CABLE FIBERS: FIBERS
⊕	CABLE OWNER: LEVELS
⊕	CABLE LENGTH: LENGTH
⊕	NOTES:
⊕	CABLE FIBERS: FIBERS
⊕	CABLE OWNER: LEVELS
⊕	CABLE LENGTH: LENGTH
⊕	NOTES:
⊕	CONDUIT OWNER: LEVEL 3
⊕	CONDUIT LENGTH: LENGTH
⊕	CONDUIT QTY: CONDUITS
⊕	CONDUIT SIZE: SIZE
⊕	CONDUIT TYPE: TYPE
⊕	INNER DUCT QTY: INNERDUCTS
⊕	INNER DUCT SIZE: SIZE
⊕	INNER DUCT TYPE: TYPE
⊕	NOTES:
⊕	CONDUIT OWNER: LEVEL 3
⊕	CONDUIT LENGTH: LENGTH
⊕	CONDUIT QTY: CONDUITS
⊕	CONDUIT SIZE: SIZE
⊕	CONDUIT TYPE: TYPE
⊕	INNER DUCT QTY: INNERDUCTS
⊕	INNER DUCT SIZE: SIZE
⊕	INNER DUCT TYPE: TYPE
⊕	NOTES:
⊕	STRAND TYPE: TYPE
⊕	STRAND LENGTH: LENGTH
⊕	NOTES:
⊕	STRAND TYPE: TYPE
⊕	STRAND LENGTH: LENGTH
⊕	NOTES:

POLE ATTACHMENT CALLOUT - EXISTING
USE DYNAMIC PULL DOWN TO SELECT FROM 1 TO 6 ATTACHMENTS

POLE ATTACHMENT CALLOUT - PROPOSED
USE DYNAMIC PULL DOWN TO SELECT FROM 1 TO 6 ATTACHMENTS

CABLE SPAN CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)

CABLE SPAN CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)

CONDUIT CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)
WITH OR WITHOUT INNER DUCT INFO

CONDUIT CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)
WITH OR WITHOUT INNER DUCT INFO

STRAND CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)


STRAND CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)

SYMBOL	DESCRIPTION
HH	HANDHOLE
HH	HANDHOLE OWNER
HH	HANDHOLE LEVEL 3
MH	MANHOLE
MH	MANHOLE LEVELS
MH	MANHOLE LEVEL 3
PB	PULLBOX
PB	PULLBOX LEVEL 3
PB	PULLBOX LEVEL 3

SYMBOL	DESCRIPTION
MANUFACTURER NAME	MANUFACTURER NAME
MANUFACTURER NAME	MANUFACTURER NAME
#F IN: #F OUT:	SEQUENTIAL CALLOUT
#F IN: #F TAIL: #F OUT:	SEQUENTIAL IN TAIL CALLOUT
#F TAIL: #F OUT:	SEQUENTIAL TAIL OUT CALLOUT

SYMBOL	DESCRIPTION
FDP NAME SIZE LOCATION	TERMINATION - EXISTING
FDP NAME SIZE LOCATION	TERMINATION - PROPOSED
FDP NAME SIZE LOCATION	BUILDING CALLOUT - PROPOSED
MANUFACTURER NAME	SPICE POINT - EXISTING
MANUFACTURER NAME	SPICE POINT - PROPOSED
#F IN: #F OUT:	SEQUENTIAL CALLOUT
#F IN: #F TAIL: #F OUT:	SEQUENTIAL IN TAIL CALLOUT
#F TAIL: #F OUT:	SEQUENTIAL TAIL OUT CALLOUT

SYMBOL	DESCRIPTION
POLE NO UTILITY	POLE ATTACHMENT CALLOUT - EXISTING
POLE NO UTILITY	POLE ATTACHMENT CALLOUT - PROPOSED
CABLE OWNER: LEVELS	CABLE SPAN CALLOUT - EXISTING
CABLE OWNER: LEVELS	CABLE SPAN CALLOUT - PROPOSED
CONDUIT OWNER: LEVEL 3	CONDUIT CALLOUT - EXISTING
CONDUIT OWNER: LEVEL 3	CONDUIT CALLOUT - PROPOSED
STRAND TYPE: TYPE	STRAND CALLOUT - EXISTING
STRAND TYPE: TYPE	STRAND CALLOUT - PROPOSED



Know what's below
Call before you dig.

3	AS-BUILT	REVISION # 1
2	MSV/BSD	ORIGINAL
1	DATE	ENG DESIGN DRAFTING COMMENT



Level 3 ENGINEERING, JOHN LOCHWOOD
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: 2 OF

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 evident.

Obstacles 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, 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

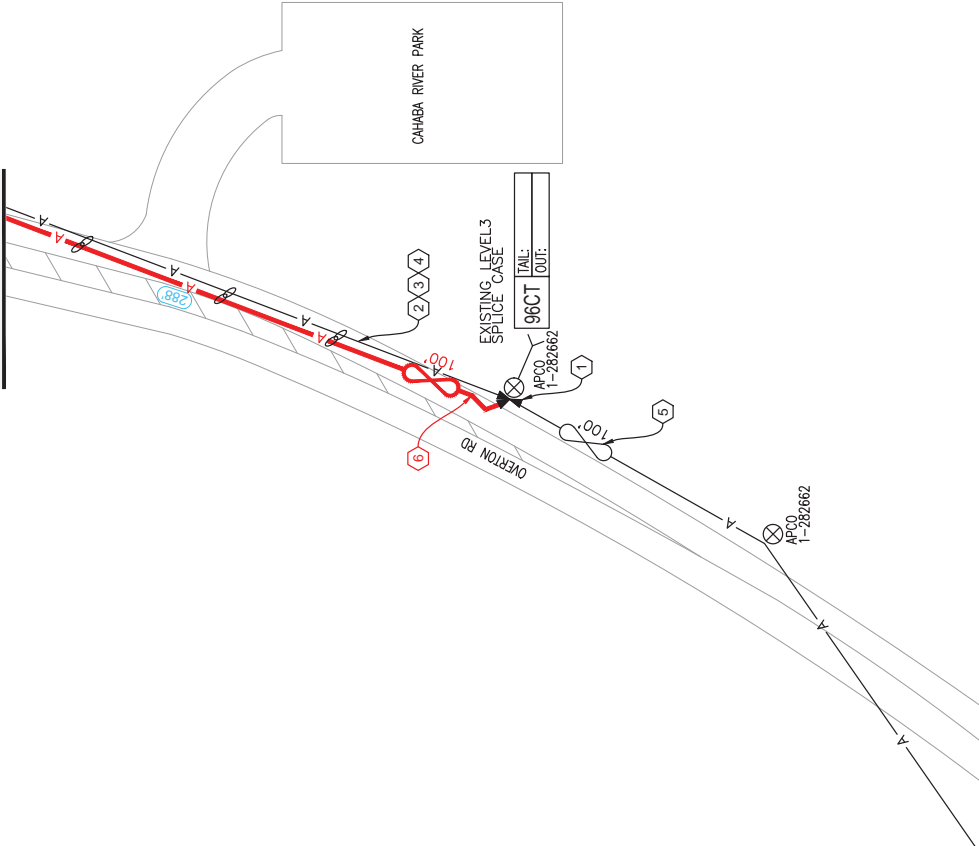
Ord 2884

Level 3
CONSTRUCTION SERVICES

LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538300
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242

DRAWING NAME: N.538300-2007 Liberty Park Engineering.dwg
SHEET: 3 OF

MATCH TO SHEET 5



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 72CT FIBER CABLE (INFINITY LATERAL)
- (4) CABLE FIBERS: 72CT
CABLE OWNER: LEVEL 3
EXISTING LEVEL 3 72CT FIBER CABLE (1000 URBAN CENTER 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	US FIBER - EXISTING
---	B	US FIBER - PROPOSED
---	A	APRAL FIBER - EXISTING
---	A	APRAL FIBER - PROPOSED
---	---	STRAND - EXISTING
---	---	STRAND - PROPOSED
---	---	CONDUIT - EXISTING
---	---	CONDUIT - PROPOSED
---	---	INNERDUCT - PROPOSED
---	---	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

Level 3 ENGINEERING

PROJECT NUMBER: N536300
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242

DRAWING NAME: N536300-001_Liberty Park-Engineering.dwg

CONFIDENTIAL/PROPRIETARY

1

Ord 2884

SHEET: 4 OF

811
Know what's below.
Call before you dig.

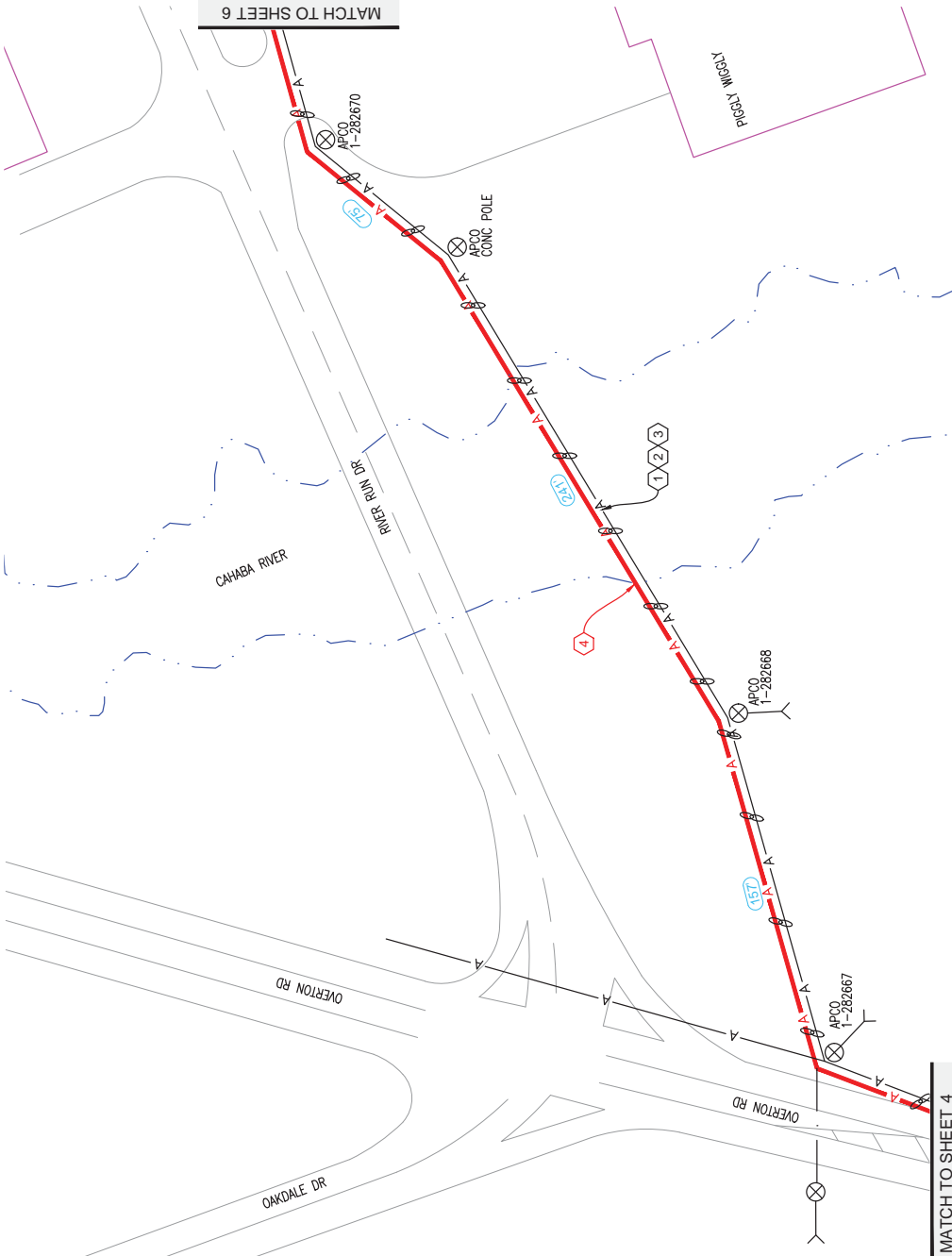
0 10' 20' 30' 40' 50'
SCALE: 1"=50'

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	
MT-91430 - Install Wire JCS	FOOT	388	
MT-91410 - Fiber Splice	PAR	1	

CONSTRUCTION NOTES

- ① STRAND TYPE: 6.6M
STRAND LENGTH: N/A
EXISTING LEVEL: 3 STRAND
- ② CABLE FIBERS: 72CT
CABLE OWNER: LEVEL 3
EXISTING LEVEL: 3 72CT FIBER CABLE (INFINITY LATERAL)
- ③ CABLE FIBERS: 72CT
CABLE OWNER: LEVEL 3
EXISTING LEVEL: 3 72CT FIBER CABLE (1000 URBAN CENTER LATERAL)
- ④ CABLE FIBERS: 96CT
CABLE OWNER: LEVEL 3
CABLE LENGTH: 473
APPROX. LASH PANEL 3
EXISTING LEVEL: 3 CABLE & STRAND



LINETYPES

	UC FIBER - EXISTING
	UC FIBER - PROPOSED
	APRAL FIBER - EXISTING
	APRAL FIBER - PROPOSED
	STRAND - EXISTING
	STRAND - PROPOSED
	CONDUIT - EXISTING
	CONDUIT - PROPOSED
	INNERDUCT - PROPOSED
	ISP FIBER - PROPOSED

NO.	DATE	ENG. DESIGN	DRAFTING	MSV/BSD	BEQ	AS-BUILT	REVISION #	COMMENT
1	05/19/18						1	ORIGINAL
2								

Know what's below!
Call before you dig.

0 10' 20' 30' 40' 50'
SCALE: 1"=50'

Page Rate Card

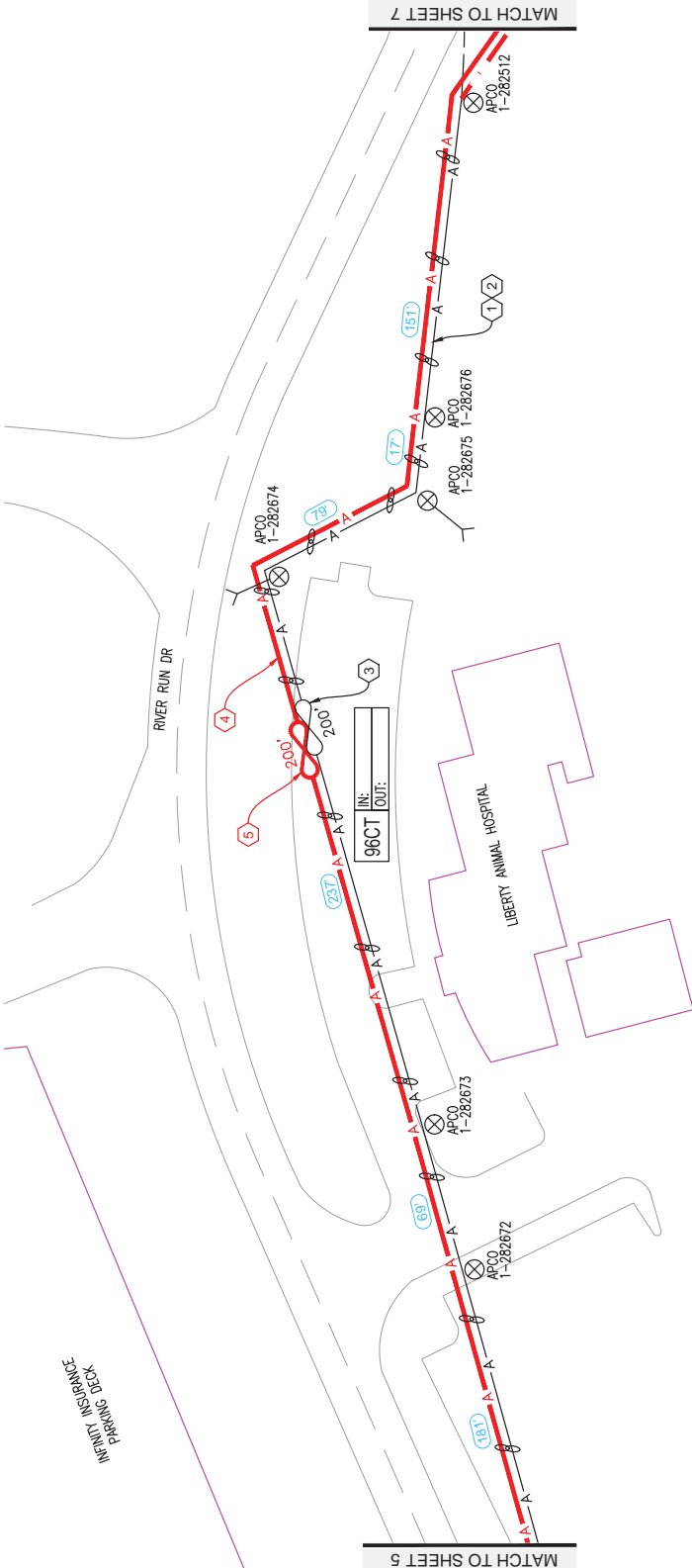
Unit Code & Description	Units	Estimate Quantity	Actual Quantity
ME-20340 - Overlaid Fiber cable	FOOT	473	
MA-91350 - Existing Wire .045	FOOT	473	

Level 3
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.538390-2001 Liberty Park Engineering.dwg
SHEET: 5 OF 8

Exhibit A
Ord 2884

CONSTRUCTION NOTES

- 1 STRAND TYPE: 6.6M
STAND 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

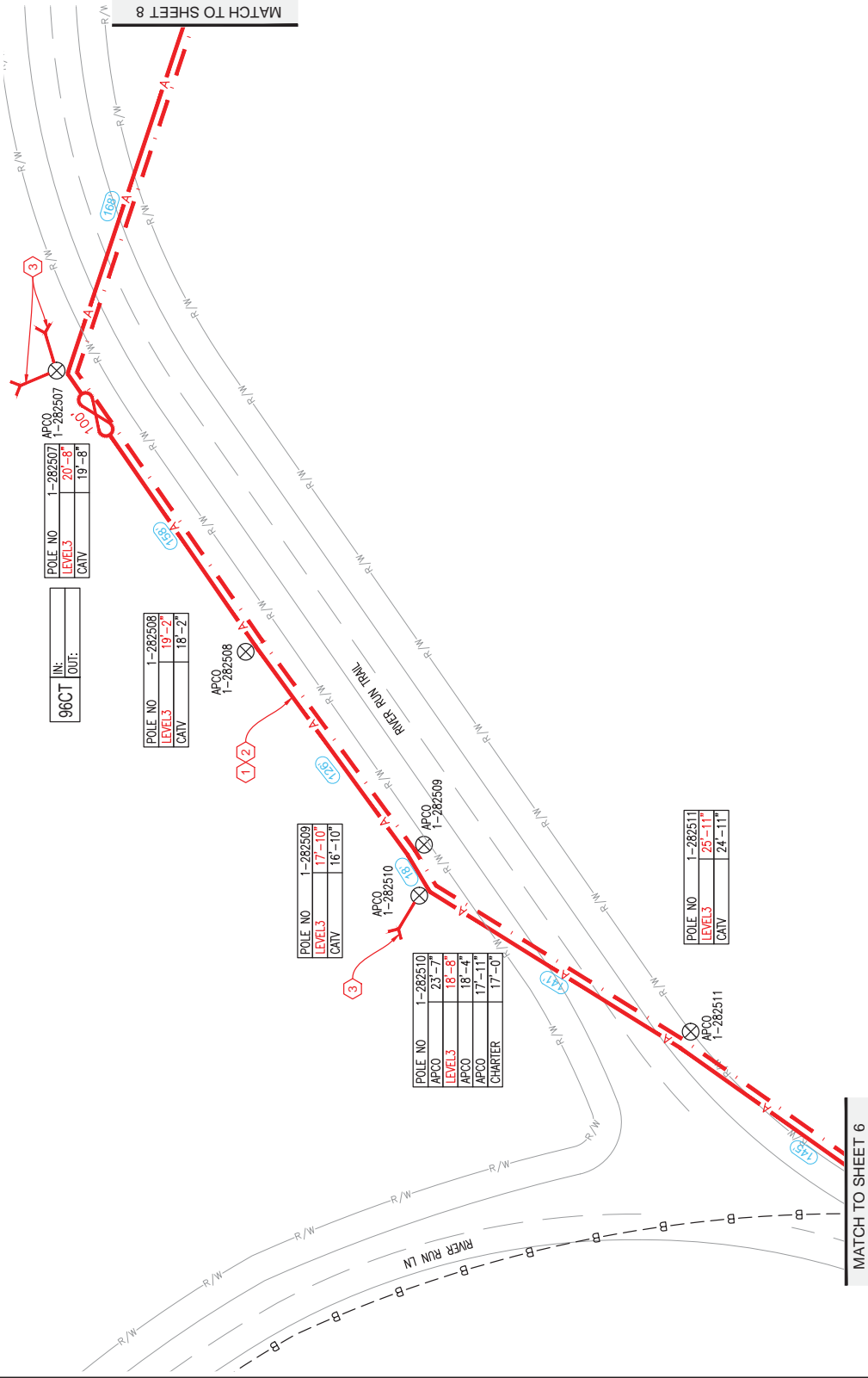
LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242
DRAWING NAME: N.538390-2001 Liberty Park Engineering.dwg
CONFIDENTIAL/PROPRIETARY SHEET: 6 OF 6

Page Rate Card

Unit Code & Description	Units	Estimate Quantity	Actual Quantity
ME-20340 - Overhead Fiber cable	FOOT	934	
ME-20510 - Install Fiber Spoolcase	PAR	934	
WT-91350 - Install Wire J-Box	FOOT	934	
WT-91410 - Fiber Spoolcase	PAR	1	

CONSTRUCTION NOTES

- 1 STRAND TYPE: 6.6M
STRAND LENGTH: 756'
PROPOSED LEVEL 3 CABLE STRAND
- 2 CABLE OWNERS: LEVEL 3
CABLE LENGTH: 856'
LASH NEW 96CT FIBER CABLE TO PROPOSED LEVEL 3 STRAND (FOOTAGE INCLUDES 100' SLACK COIL)
- 3 PROPOSED DOWN GUY (SCREW TYPE)



POLE NO	1-282507
LEVELS	20-8
CATV	19-8

IN:	
OUT:	

POLE NO	1-282508
LEVELS	19-2
CATV	18-2

POLE NO	1-282509
LEVELS	17-10
CATV	16-10

POLE NO	1-282510
APCO	23-7
LEVELS	18-8
APCO	18-4
APCO	17-11
CHARTER	17-0

POLE NO	1-282511
LEVELS	25-11
CATV	24-11

Page Rate Card

Unit Code & Description	Units	Estimated Quantity	Actual Quantity
NER-20170 - Anchor, Screw	EACH	3	
NER-20270 - install Screws greater than 1500', 6.6m (1/4" EHS)	FOOT	756	
NER-20300 - install Fiber Cable	FOOT	856	
NER-20510 - install Fiber Stonehouse	PAIR	1	
WT-91230 - Anchor, Screw - including Down Guy	EACH	3	
WT-91290 - 6.6m (1/4" EHS)	FOOT	756	
WT-91350 - Lashing Wire .045	FOOT	856	
WT-91410 - Fiber, Stonehouse	PAIR	1	

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
---	ISP	ISP	INNERDUCT - PROPOSED
- - -	ISP	ISP	ISP FIBER - PROPOSED

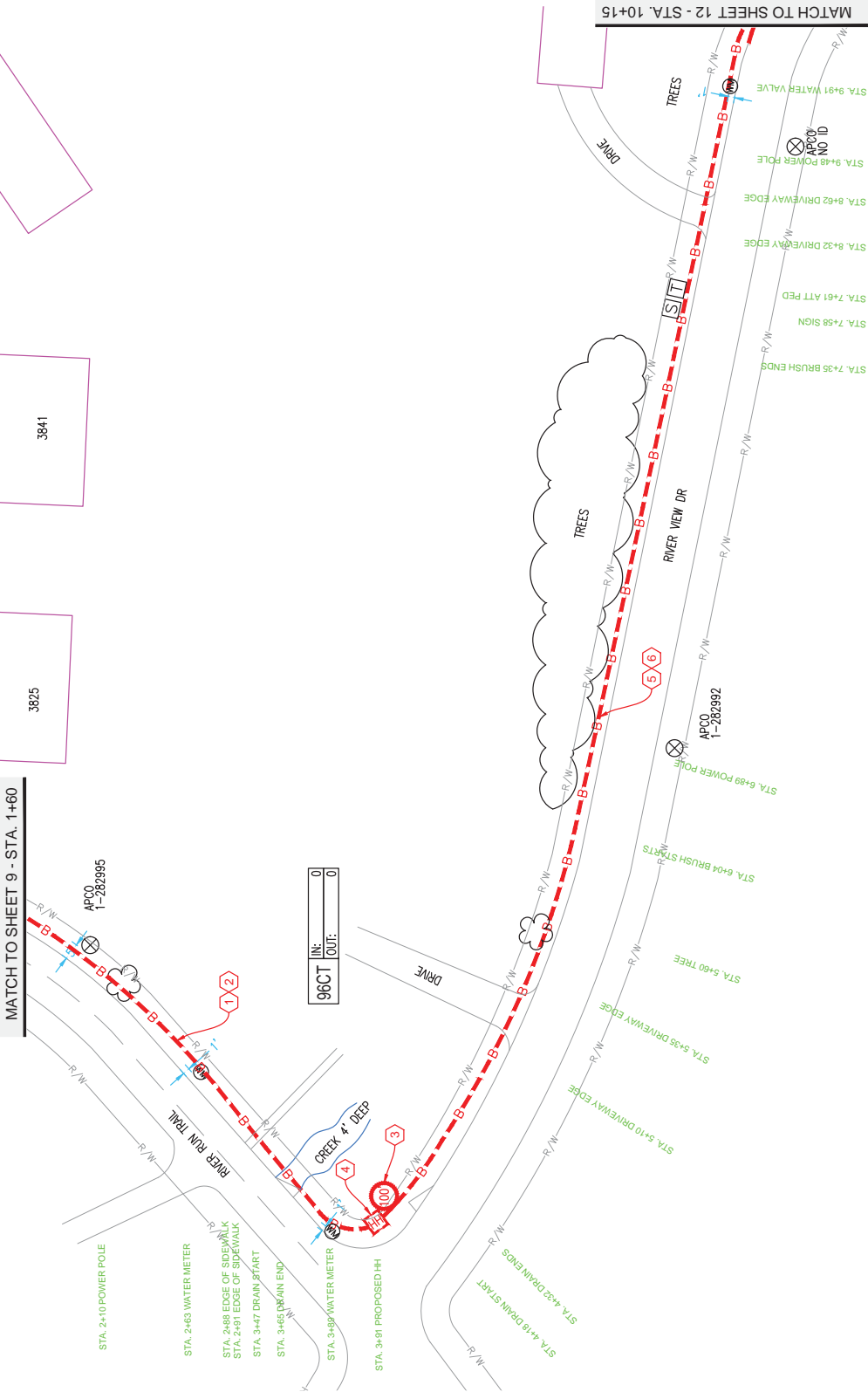
3	AS-BUILT	REVISION # 1
2	MSV/BSQ	BEQ
1	DATE	ENG DESIGN DRAFTING

Exhibit A

Level 3 ENGINEERING, JOHN LO CKWOOD
 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: 7 OF

MATCH TO SHEET 9 - STA. 1+60



CONSTRUCTION NOTES

- 1 CONDUIT OWNER: LEVELS
CONDUIT LENGTH: 231'
CONDUIT QTY: 3
- 2 BORE (3) NEW 1.25" HDPE CONDUITS
CABLE FIBERS: 96CT
CABLE OWNER: LEVELS
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
CONDUIT SIZE: 1.25"
BORE (3) NEW 1.25" HDPE CONDUITS
CABLE FIBERS: 96CT
CABLE OWNER: LEVELS
CABLE LENGTH: 724'
PLACE NEW 96CT FIBER OPTIC CABLE IN NEW LEVELS
1.25" CONDUIT (FOOTAGE INCLUDES 100' SLACK COIL)
- 6

LINETYPES

---	B	B	EXISTING
---	B	B	PROPOSED
---	A	A	EXISTING
---	A	A	PROPOSED
---	S	S	EXISTING
---	S	S	PROPOSED
---	C	C	EXISTING
---	C	C	PROPOSED
---	I	I	EXISTING
---	I	I	PROPOSED

Page Rate Card

Unit Code & Description	Units	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' about 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	855	
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	

811
Know what's below!
Call before you dig.

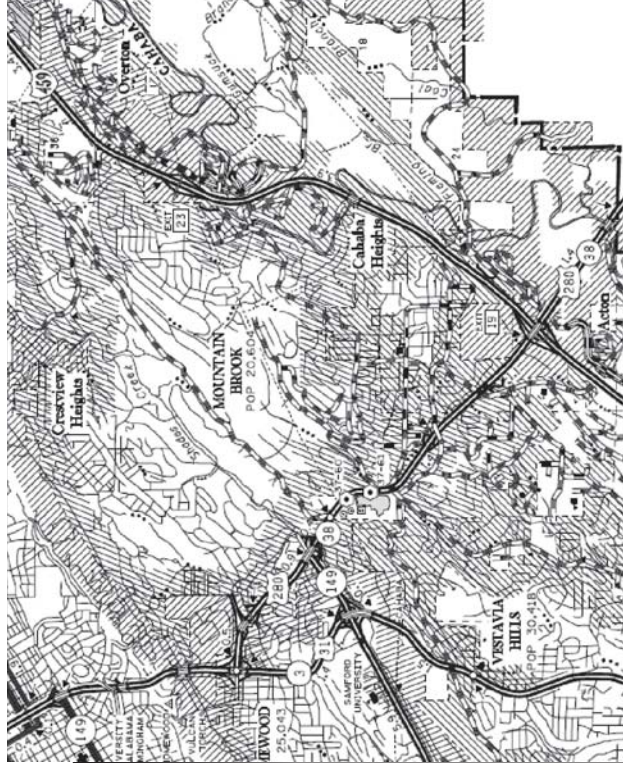
Level 3
COMMERCIAL & RESIDENTIAL
LEVEL 3 ENGINEERS JOHN LO CKWOOD
ENGINEERING FIRM Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.538390
LOCATION: 9001 Liberty Parkway
Vestavia, AL 35242
DRAWING NAME: N.538390-3001 Liberty Park-Engineering.dwg
SHEET: 10 OF 38

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. SHIRE (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 OR OTHER DAMAGE (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 AERIAL 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 OR AIRWAY 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. Operations Manager
 930 Merklee Spur Road
 Moody, AL 35004
 E-Mail: shaynae.acton@luffmanbyers.com

Level3 Communications:
 John Lockwood
 OUTSIDE PLANT ENGINEER
 Level3 Communications
 200 Northchase
 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		
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 CONDUIT OWNER: LEVEL3
CONDUIT LENGTH: 495'
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 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
---	AFRIL FIBER - EXISTING
- - -	AFRIL FIBER - PROPOSED
---	STRAND - EXISTING
- - -	STRAND - PROPOSED
---	CONDUIT - EXISTING
- - -	CONDUIT - PROPOSED
---	INNERDUCT - EXISTING
- - -	INNERDUCT - PROPOSED
---	ISP FIBER - EXISTING
- - -	ISP FIBER - PROPOSED

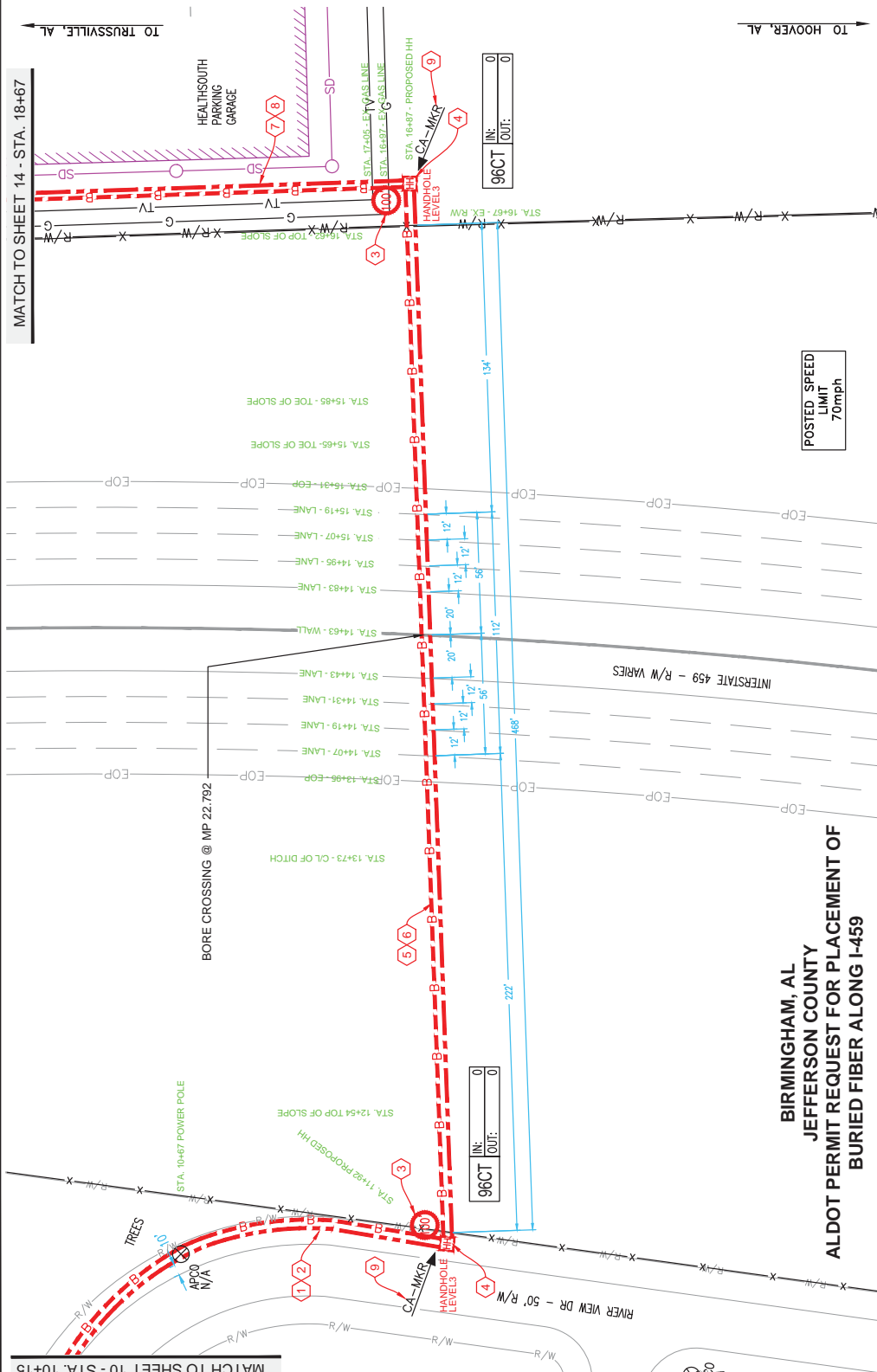
AS-BUILT
REVISION # 1

NO.	DATE	BY	DESCRIPTION
1	05/15/18	MSJ/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 18



**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 x 36 x 36" - w/ knock-outs and rockin - Inclusion 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 x 36 x 36" - 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.
Call before you dig

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
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
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

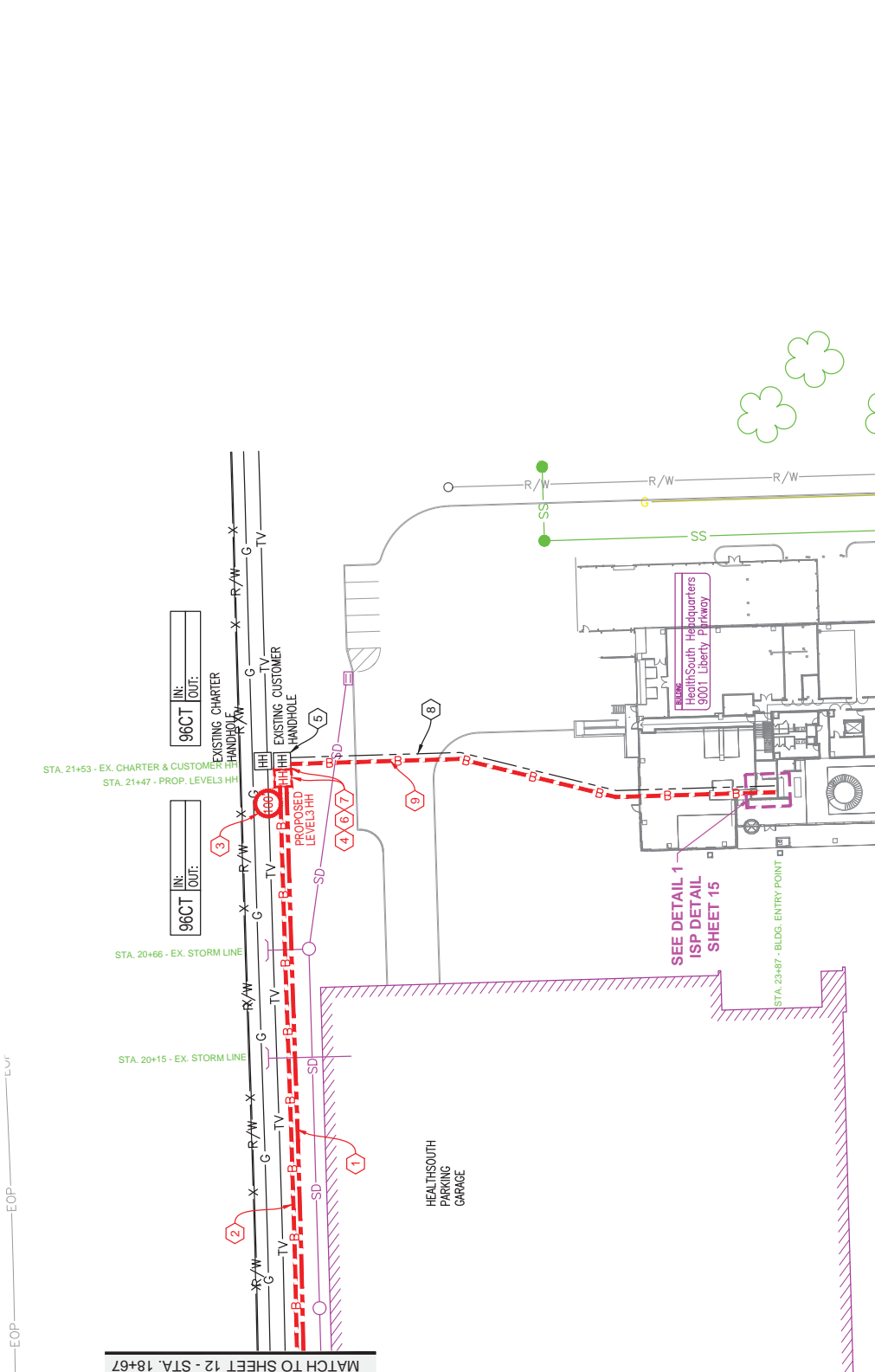
3	AS-BUILT	REVISION # 1
2	05/19/18	MSV/BSO
1	DATE	ENG DESIGN DRAFTING
	NO	COMMENT

Exhibit A

Level 3
LEVEL 3 ENGINEERS, INC.
1000 LIBERTY PARKWAY
VESTALVA, AL 36242

LEVEL 3 ENGINEER: JOHN LOCKWOOD
ENGINEERING FIRM: Luffman Byers Telecom, Inc.
PROJECT NUMBER: N.536390
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

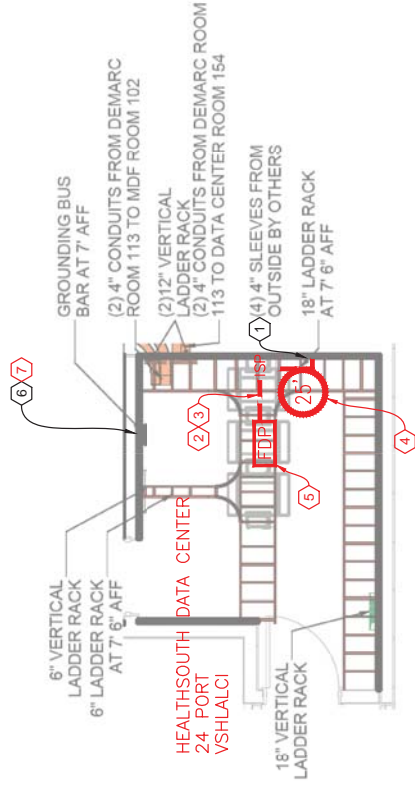
Unit Code & Description	Units	Estimate Quantity	Actual Quantity
WAT-90070 - Conduits 1.1/4" HDPE SDR-11	FOOT	6	
WAT-90760 - Conduit Plus 1-1/4" Black Lockman equipment	EACH	3	
WAT-90770 - Conduit Plus 1-1/4" with Cable Simax Plus Lockman equipment	EACH	3	
WAT-90850 - Tier 15 - 24"x36"x36" - w/ knock-outs and resins - including Cover	EACH	1	
WAT-91980 - Locate wire 1/0 AWG - solid copper with insulated jacket	FOOT	280	
WAT-91960 - Mule Tape - 1/2" x 1/2" wide	FOOT	280	

Page Rate Card

Unit Code & Description	Units	Estimate Quantity	Actual Quantity
UGB-30170 - Hand Dig 36" minimum cover	FOOT	6	
UGB-30180 - Place 36" HDPE conduits in open trench up to 2' (on one reel)	FOOT	280	
UGB-30550 - Directional Bore up to 1500'. 3" HDPE conduits up to 2' (on one reel)	FOOT	280	
UGB-30830 - Place Locate Wire in Existing Conduit	FOOT	620	
UGB-30960 - Place up to 288 count EOC in conduit up to 1500'	FOOT	1	
UGB-31260 - Place New 24"x36"x36" Non-concrete Manhole / Handhole	EACH	1	
UGB-31960 - Place 1/4" mule tape or mule tape in conduit	FOOT	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: INNERDUCT
CONDUIT TYPE: INNERDUCT FROM END OF EXISTING 4" PVC CUSTOMER CONDUITS TO PROPOSED LEVEL3 EQUIPMENT
- 3) CABLE OWNERS: 96CT
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-rack In-rack (alum, corrugated, etc.) <= 1.5" in. existing conduit.	FOOT	20	
SP-47050 - In-rack In-rack (alum, corrugated, etc.) <= 1.5" in. existing conduit.	FOOT	20	
SP-47100 - Place fiber cable in conduit or innerduct.	FOOT	45	
WT-90650 - In-rack: 1" Prelum	FOOT	20	
WT-92140 - Miscellaneous Ground Wire	FOOT	20	

AS-BUILT			
NO.	DATE	ENG. DESIGN	DRAFTING
1	05/15/18	MSV/BSD	BQO
2			
REVISION # 1 ORIGINAL			

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 64

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	1632		
UGB-30570 - Directional Bore up to 1500'; 1 HDPE conduit 4"	FOOT	495		
UGB-30830 - Piece Locate Wire in Existing Conduit	FOOT	2147		
UGB-30900 - Piece Three - Up to 2" HDPE in existing conduit	FOOT	495		
UGB-30960 - Piece up to 288 count FCC 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 (17.4" 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 (17.4" 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			
2	REVISION # 1			
1	05/19/18	MSV/BSG	BQG	ORIGINAL
NO	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

RESOLUTION NUMBER 5201

**A RESOLUTION RESCHEDULING REGULAR MEETINGS AND/OR
WORK SESSIONS OF THE VESTAVIA HILLS CITY COUNCIL**

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

1. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for December 23, 2019 is hereby rescheduled for Monday, December 16, 2019 beginning at 6 PM on observance of Christmas Holidays; and
2. The regularly schedule work session of the Vestavia Hills City Council scheduled for December 16, 2019 beginning at 6 PM shall be rescheduled to begin at 5 PM on the same date; and
3. This Resolution Number 5201 shall become effective immediately upon adoption and approval.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5203

A RESOLUTION TO ALLOW A NEW TYPE OF EMPLOYEE CONTRIBUTION TO THE CITY'S DEFERRED COMPENSATION PLAN KNOWN AS A ROTH CONTRIBUTION

WHEREAS, through the years the City of Vestavia Hills, Alabama has adopted various deferred compensation plans which compiled, is known as the City of Vestavia Hills Deferred Compensation Plan (“the Plan”); and

WHEREAS, this Resolution Number 5203 is a formal record of action taken by the governing body of the City of Vestavia Hills, Alabama (the “City”); and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, with respect to the amendment of the Plan, the following resolutions are hereby adopted:

1. That the Plan be amended in the form attached hereto marked as Exhibit A, which amendment is hereby adopted and approved; and
2. That the appropriate officers of the City be, and they hereby are, authorized and directed to execute said amendment on behalf of the City; and
3. That the officers of the City be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing Resolutions, including without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
DEFERRED COMPENSATION PLAN

SUMMARY OF MATERIAL MODIFICATIONS

The purpose of this Summary of Material Modifications is to inform you of a change that has been made to the City of Vestavia Hills Deferred Compensation Plan. This change has affected the information previously provided to you in the Plan's Plan Description. The Plan Description is modified as described below.

Effective 11/01/2019, the Plan was amended to allow a new type of employee contribution to the Plan. This new type of contribution is known as a Roth Contribution and is very much like a contribution to a Roth IRA. Like a Roth IRA, the Roth Contribution to the Plan is made by you on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed. However, unlike a Roth IRA, there are no income limitations on who may make a Roth Contribution.

Roth Contributions are made in the same manner as your pre tax Pre-Tax Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your elective deferrals as normal pre-tax contributions.

The sum of your Roth Contributions and regular pre-tax contributions may not exceed the annual limit on regular contributions.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Your Roth Contributions may be withdrawn on account of an unforeseeable emergency in the same manner as your regular contributions. Please note however, that the income on the Roth contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

CITY OF VESTAVIA HILLS
DEFERRED COMPENSATION PLAN

AMENDMENT

WHEREAS, City of Vestavia Hills (the "Company") maintains the City of Vestavia Hills Deferred Compensation Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, Pursuant to Section 8.01 of the Plan, the Company desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended to allow Roth Deferrals as set forth below effective as of the date specified in item **1b**.

OPTIONAL PROVISIONS:

- 1a.** Roth Deferrals are permitted:
[] Yes [] No
- 1b.** Effective Date. Roth Deferrals shall apply to contributions after 11/01/2019. (Enter a date no earlier than January 1, 2011.)

STANDARD PROVISIONS:

- 2.** General Application.
- A. This amendment will apply to contributions beginning with the effective date specified above but in no event before the first day of the first taxable year beginning on or after January 1, 2011.
- B. As of the effective date under Section 2.A, the Plan will accept Roth Deferrals made on behalf of eligible Participants. A Participant's Roth Deferrals will be allocated to a separate Account maintained for such deferrals as described in Section 3.
- C. Unless specifically stated otherwise, Roth Deferrals will be treated as Pre-Tax Deferrals for all purposes under the Plan.
- 3.** Separate Accounting.
- A. Contributions and withdrawals of Roth Deferrals will be credited and debited to the Roth Deferral Account maintained for each Participant.
- B. The Plan will maintain a record of the amount of Roth Deferrals in each Participant's Roth Deferral Account.
- C. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Deferral Account and the Participant's other Accounts under the Plan.
- D. No contributions other than Roth Deferrals and properly attributable earnings will be credited to each Participant's Roth Deferral Account.

4. Direct Rollovers.

- A. Notwithstanding anything in the Plan to the contrary, a direct rollover of a distribution from a Roth Deferral Account under the Plan will only be made to another Roth Deferral account under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth IRA described in Code section 408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).
- B. Notwithstanding anything in the Plan to the contrary, if the Plan permits Roth Deferrals and rollover contributions and subject to the approval of the Plan Administrator, the Plan may accept a rollover contribution to a Roth Deferral Account only if it is a direct rollover from another Roth Deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).

5. Definitions.

"Pre-tax Deferral" means Deferrals that are not includible in the Participant's gross income at the time deferred.

"Pre-tax Deferral Account" means so much of a Participant's Account as consists of a Participant's Pre-Tax Deferrals (and corresponding earnings) made to the Plan.

"Roth Deferral" means an Deferral that is: (a) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Deferral that is being made in lieu of all or a portion of the Pre-tax Deferrals the Participant is otherwise eligible to make under the Plan; and (b) treated by the Company as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Except as otherwise provided, Roth Deferrals shall be subject to the same conditions and limitations as apply to Deferrals.

"Roth Deferral Account" means so much of a Participant's Account as consists of a Participant's Roth Deferrals (and corresponding earnings) made to the Plan. The Plan will maintain a record of the amount of Roth Deferrals in each Participant's Roth Deferral Account.

OPERATIONAL PROVISIONS:

- 6.** If **1a** is "Yes", (Roth Deferrals are permitted) and if a Participant may receive a distribution upon the occurrence of an unforeseeable emergency, permit unforeseeable emergency distributions from Roth Deferral Accounts:
- i.** Yes
 - ii.** Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).
 - iii.** No
- 7.** Refunds. If the Plan permits Roth Deferrals, the Plan Administrator shall determine the ordering rule for refunds of Pre-tax Deferrals and Roth Deferrals to the extent permitted by applicable law; but only to the extent such types of deferrals were made for the year.
- 8.** Distributions. If the Plan permits Roth Deferrals, the Plan Administrator shall determine the ordering rule for distributions. Such ordering rule may provide that the Participant may elect to have payments made first or last from his Roth Deferral Account or in any combination of Roth Deferral Account and any other Account.
- 9.** Inservice Withdrawals of Roth Deferrals. If the Plan permits inservice withdrawals of Roth Deferrals, the Plan Administrator shall determine the ordering rule for withdrawals. Such ordering

rule may provide that the Participant may elect to have payments made first or last from his Roth Deferral Account or in any combination of Roth Deferral Account and any other Account.

- 10.** Loans. If the Plan permits Roth Deferrals and loans, the Plan Administrator shall determine whether Participants may receive loans from their Roth Deferral Accounts and if such loans are permitted, the ordering rule for loans. Such ordering rule may provide that the Participant may elect to have loans made first or last from his Roth Deferral Account or in any combination of Roth Deferral Account and any other Account.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this _____ day of _____, 2019.

CITY OF VESTAVIA HILLS:

Signature: _____

Print Name: _____

Title/Position: _____

RESOLUTION NUMBER 5204

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER ALL AGREEMENTS AND DOCUMENTS NECESSARY IN ORDER TO SECURE WATER MAIN EXTENSIONS AND THREE FIRE HYDRANTS AT WALD PARK

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

1. The City Manager is hereby authorized to execute and deliver an Extension of Mains Agreement with Birmingham Water Works Board (“BWVB”) to serve Wald Park, a copy of said agreement is marked as Exhibit A, attached to and incorporated into this Resolution Number 5204 as though written fully therein; and
2. The City Manager is hereby authorized to execute and deliver a Right-of-Way Agreement with BWVB to serve Wald Park, a copy of said agreement is marked as Exhibit B, attached to and incorporated into this Resolution Number 5204 as though written fully therein; and
3. The City Manager is hereby authorized to execute and deliver an agreement with BWVB for the installation of three (3) hydrants to serve Wald Park, a copy of said agreement is marked as Exhibit C, attached to and incorporated into this Resolution Number 5204 as though written fully therein; and
4. This Resolution Number 5204 shall become effective immediately upon adoption and approval.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019 by and between The Water Works Board of the City of Birmingham (hereinafter called "WATER WORKS BOARD") and City of Vestavia Hills, (hereinafter called the "DEPOSITOR").

WHEREAS, the DEPOSITOR desires extension of the water main(s) of the WATER WORKS BOARD as hereinafter described; and

WHEREAS, the WATER WORKS BOARD has agreed to have such water main(s) extended, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the WATER WORKS BOARD and the DEPOSITOR hereby agree as follows:

WITNESSETH

FIRST: The WATER WORKS BOARD agrees to engineer and furnish the water pipe, fittings and appurtenances; and the DEPOSITOR agrees to have pipe and fittings installed by a utility contractor approved by the WATER WORKS BOARD in accordance with WATER WORKS BOARD specifications, the diameter and location of which shall be at the option of the WATER WORKS BOARD. All water pipe, fittings and appurtenances will be installed as shown on the diagram attached hereto and made a part hereof, described and located as follows:

Install approximately 720' of 8" DICL pipe; 840' of 6" DICL pipe and three (3) Storz fire hydrants in Wald Park residential development, as shown on the attached drawings.

The construction site is located in the City of Vestavia Hills, Alabama.

The depositor also agrees by this document that the water mains and appurtenances will be located in a twenty-foot (20') Water Board right-of-way being ten feet (10') either side of the water mains and appurtenances as installed until such time as the rights-of-way have been accepted by the governing bodies as public dedication, at which time said rights-of-way will cease to exist.

SECOND: This Agreement is conditioned upon the customary cement lined, seal coated cast iron or ductile iron pipe and/or PVC pipe, and other necessary fittings and valves being available to the WATER WORKS BOARD for the above described installation. It is expressly understood and

agreed that: if the WATER WORKS BOARD shall be delayed or prevented from furnishing the necessary pipe and other necessary fittings and valves, for any reason or cause beyond its control and such failure to furnish pipe and materials shall extend for a period of more than one (1) year from the date hereof, the DEPOSITOR shall have the right to cancel this Agreement on thirty (30) days written notice to the WATER WORKS BOARD and thereafter both parties shall be relieved of all duties and obligations arising hereunder. The right to cancel and terminate this Agreement by the DEPOSITOR shall not be invoked if the WATER WORKS BOARD has received the necessary pipe, fittings, valves and other materials, in which event the DEPOSITOR shall have the obligation to prosecute diligently the work of installing the water main(s) and appurtenances hereinabove described until said work is completed, and/or the WATER WORKS BOARD will retain the pipe, fittings, valves and other materials purchased for said project at the DEPOSITOR'S expense with no future liability.

THIRD: It is understood and agreed that the WATER WORKS BOARD will furnish the necessary pipe, fittings and valves and reserves the right to change sizes thereof if engineering allows. It is also understood and agreed that the DEPOSITOR will furnish, at its own expense, a utility contractor approved by the WATER WORKS BOARD to provide the necessary labor, construction equipment, transportation equipment (including pick-up and delivery of pipe, fittings and appurtenances) and any other necessary equipment (including pick-up and delivery of pipe, fittings and appurtenances), and any other necessary equipment to install the water main(s), fittings and appurtenances as directed by the WATER WORKS BOARD and according to the "Water Works Board of the City of Birmingham Standard Specifications for Laying of Water Pipe" Effective October 1, 1974 (Revised February 13, 2014) and warrant such installation for a period of one (1) year after said system has been placed in service and accepted by the WATER WORKS BOARD. The WATER WORKS BOARD has the authority to stop construction or to require changes in the method of construction or to change the location of the pipeline within the limits of the proposed street, roadway or right-of-way if, in the WATER WORKS BOARD'S opinion, the pipeline and appurtenances are not being installed according to good construction practices or in accordance with the "Water Works Board of the City of Birmingham Standard Specifications for Laying of Water Pipe" Effective October 1, 1974 (Revised February 13, 2014). It is expressly understood that the DEPOSITOR shall bear all cost or expense of obtaining necessary permits from governing bodies, replacing roadway, driveway or highway paving, furnishing and installing incompressible backfill material, concrete bracing, rock excavation, boring or tunneling with or without encasement pipe, and any other expenses incurred in the installation of the hereinabove described water main(s) and appurtenances. It is further understood and agreed the WATER WORKS BOARD will furnish the necessary personnel to the DEPOSITOR to inspect the installation and connections to existing water mains. All taps to existing WATER WORKS BOARD mains will be performed by WATER WORKS BOARD personnel only where tapping sleeves and tapping valves are required, with the assistance of the DEPOSITOR'S contractor.

FOURTH: The DEPOSITOR agrees to deposit with the WATER WORKS BOARD, simultaneously with the execution of this Agreement, the sum of:

SIXTY-FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS and 00/100 DOLLARS (\$65,950.00.) this being the estimated cost as hereinafter described.

FIFTH: Upon the completion of the installation of the water main(s) herein provided to be laid, or as soon thereafter as practicable, the WATER WORKS BOARD will furnish the DEPOSITOR a statement of costs of Water Board labor, materials and overhead costs, the combined total of whichever shall be the DEPOSITOR'S actual cost hereunder. It is understood and agreed

that in the event such actual cost is less than the amount hereinabove deposited, thereupon the WATER WORKS BOARD will return to the DEPOSITOR the difference between the amount of such deposit and the said actual cost. It is further understood and agreed that in the event such actual cost exceeds the amount previously deposited with the WATER WORKS BOARD by the DEPOSITOR, upon the receipt of the statement of costs the difference between the amount of such deposit and such actual cost shall be immediately due and payable, and if such sum is not paid to the WATER WORKS BOARD within sixty (60) days from the day the DEPOSITOR receives said statement of cost, the WATER WORKS BOARD shall have the right to pursue any and all legal remedies to collect any amount due the WATER WORKS BOARD from the DEPOSITOR under the terms of this Agreement, and, in addition to such amount, the DEPOSITOR shall pay to the WATER WORKS BOARD all costs incurred by the WATER WORKS BOARD in collecting, or attempting to collect, such amount, including, without limitation, court costs and reasonable attorneys' fees.

SIXTH: The WATER WORKS BOARD reserves the right to approve and authorize any and all customer applications for service connections to the water mains installed hereunder in accordance with its Rules and Regulations after the water mains have been placed in service. The WATER WORKS BOARD will authorize all approved service connections, in writing, on forms to be supplied by the WATER WORKS BOARD and its main office building. A connection fee will be collected by the WATER WORKS BOARD on each service connection approved and authorized in writing by the WATER WORKS BOARD. The connection fee will be based on the same rates charged and set in other parts of the WATER WORKS BOARD'S system.

SEVENTH: The DEPOSITOR agrees to indemnify, hold harmless, and defend the WATER WORKS BOARD from and against any and all liability for loss, damage or expense, including but not limited to labor items which the WATER WORKS BOARD may suffer or for which WATER WORKS BOARD may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the DEPOSITOR under this Agreement. If the DEPOSITOR contracts out any such operations, it shall require all of the contractors' and subcontractors' liability insurance coverage payable to the DEPOSITOR to include WATER WORKS BOARD as a loss payee in such minimum amount as set out in the "Water Works Board of the City of Birmingham Standard Specifications for Laying of Water Pipe" Effective October 1, 1974 (Revised February 13, 2014). The WATER WORKS BOARD requires that the DEPOSITOR'S contractor have a State of Alabama General Contractors License Approved to Install Municipal and Utility and work incidental thereto. The WATER WORKS BOARD reserves the right to approve or disapprove general contractors based on past or present preference. Also, the DEPOSITOR agrees to indemnify, hold harmless, and defend the WATER WORKS BOARD from any such injury, death or damage caused by this installation.

EIGHTH: The ownership of the water main(s) and/or appurtenances installed and placed in service hereunder shall at all times be in the WATER WORKS BOARD, its successors and assigns.

NINTH: This Agreement shall be valid and binding on the WATER WORKS BOARD only when executed by its General Manager, Assistant General Manager, Chairman or a Vice-Chairman.

Executed in triplicate by the parties hereto on the date first above written.

**THE WATER WORKS BOARD
OF THE CITY OF BIRMINGHAM**

WITNESS:

BY: _____
Its Assistant General Manager

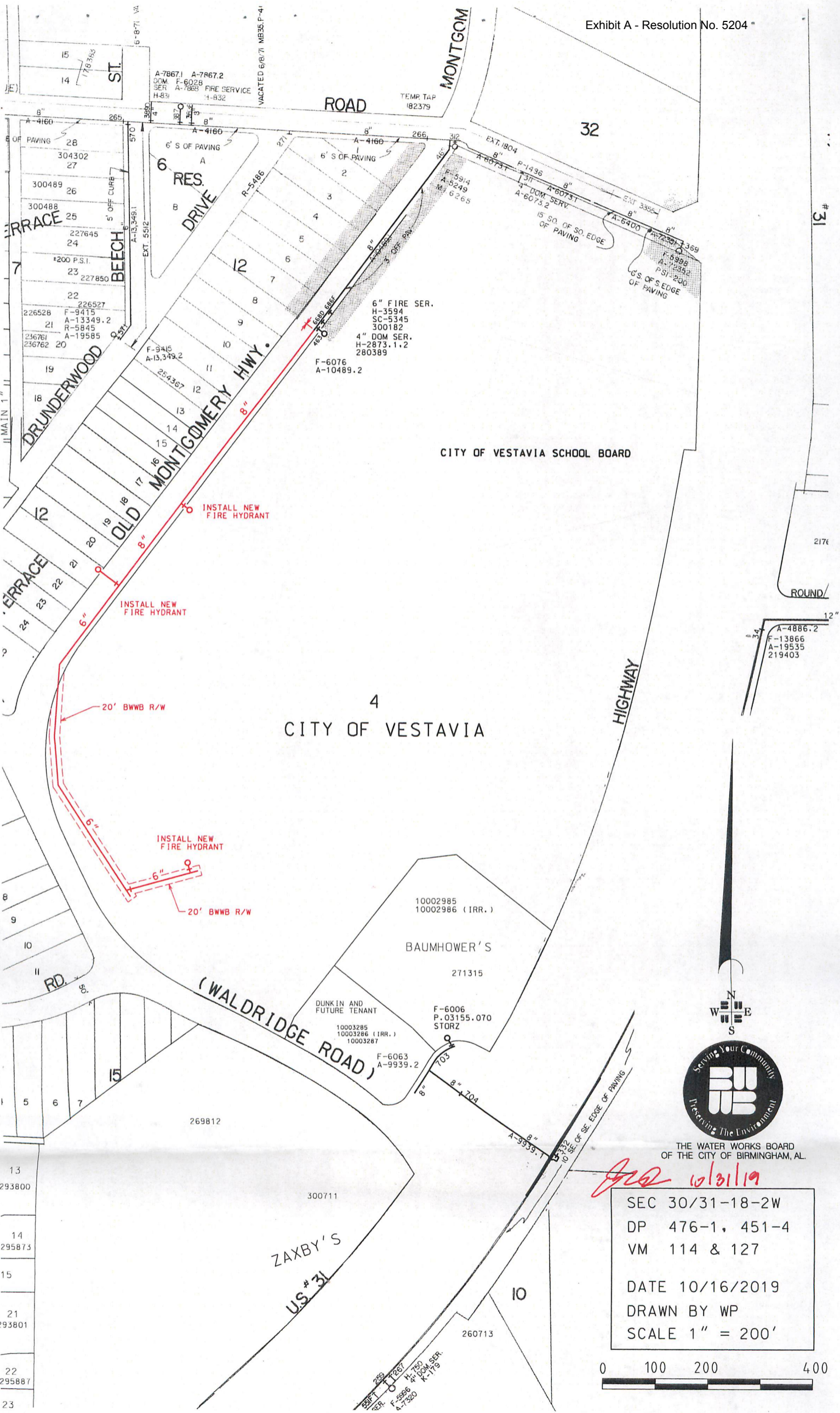
WITNESS:

CITY OF VESTAVIA HILLS

Signature Date

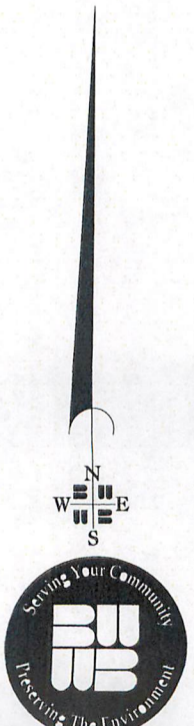
Title

Tax ID or Social Security Number



CITY OF VESTAVIA SCHOOL BOARD

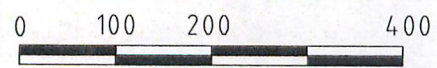
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CITY OF VESTAVIA



THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM, AL.

WP 10/31/19

SEC 30/31-18-2W
 DP 476-1, 451-4
 VM 114 & 127
 DATE 10/16/2019
 DRAWN BY WP
 SCALE 1" = 200'



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6" DOM SER.
 H-1750
 F-5896
 A-17320

10002985
 10002986 (IRR.)
 BAUMHOWER'S
 271315
 F-6006
 P.03155.070
 STORZ
 10003285
 10003286 (IRR.)
 10003287
 F-6063
 A-9939.2

ZAXBY'S
 US # 31

269812

300711

260713

2176

ROUND

A-4886.2
 F-13866
 A-19535
 219403

A-7867.1 A-7867.2
 DOM F-6025
 SER A-7868 FIRE SERVICE
 H-831
 1-B32
 VACATED 6/8/71 MB35 P-41
 TEMP TAP
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304302
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THIS INSTRUMENT PREPARED BY:
The Birmingham Water Works Board
3600 1st Avenue, North
Birmingham, AL 35222
(205) 244-4265

RIGHT-OF-WAY AGREEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

In consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to City of Vestavia Hills, (hereinafter called Grantor, whether one or more), the receipt of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto The Water Works Board of the City of Birmingham, a public corporation organized under and by virtue of the laws of the State of Alabama (hereinafter called Grantee), its successors and assigns, a free, uninterrupted and unobstructed right-of-way twenty feet (20') in width, located within the boundaries of the NW ¼ of the NW ¼ of the SW ¼ of Section 31 Township 18 Range 2W located in the City of Vestavia Hills, Alabama approximately as shown in red on the maps attached hereto and made a part hereof, being ten feet (10') on either side of the center line of the first water pipeline and/or appurtenances installed in said real estate under the terms of this instrument, for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by the Grantee to be necessary or useful in connection with the transportation, distribution and sale of water (hereinafter collectively called Pipelines). Together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to the free right of

ingress and egress over said right-of-way and real estate and over any property which is owned by the Grantor and is adjacent to said real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near said right-of-way, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines. The Grantee's rights of ingress and egress over the real estate and property which is owned by the Grantor and is adjacent to said right-of-way shall be limited to those times when the Grantee requires access to and from the right-of-way for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing the Pipelines within such right-of-way and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, which the Grantee deems to be necessary or useful in connection with the Pipelines.

The rights and privileges herein conveyed are given granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of said premises, that they are free from all encumbrances and that it has a good right to grant to the Grantee the right-of-way granted hereby and that it will warrant against all claims, liens and encumbrances, except the lien for current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee.

2. The Grantor retains ownership of said property and reserves the right to use said real estate for any purpose and in a manner which will not unreasonably endanger or interfere with the Pipelines or the use or enjoyment of the rights and estates granted to the Grantee by this instrument. The Grantor further agrees not to construct, cause to be constructed, or permit to be constructed, on said

right-of-way any lake or pond or any building or structure of any kind other than roadways.

3. The Grantee agrees that the water pipeline or pipelines placed within said right-of-way shall be buried so that the top thereof shall be not less than thirty inches (30") below the surface of the ground, and further agrees that following the construction, repair, relocation or removal of any such pipeline, Grantee will cause the surface of the ground to be restored as nearly as practicable to its former condition.

4. The Grantee shall have the right to lease, sell, assign, transfer and/or convey to others, in whole or in part, and to encumber, in whole or in part, the right-of-way, easement, estate, interests, rights and privileges granted to it by this instrument. The Grantee agrees that should the Grantor at any time following the installation of a water main, convey a road right-of-way to the governing body, along said right of way, the right-of-way granted herein shall expire and cease to exist and become a part of the governing body's public right-of-way.

5. No delay of the Grantee in establishing the location of the right-of-way hereby conveyed, or in the use of any other right or easement hereby granted or in laying or installing the Pipelines in or along said right-of-way shall result in the loss, limitation or abandonment of any right, title, interest, easement or estate granted hereby.

6. This instrument states the entire agreement between the Grantor and the Grantee and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantor and Grantee.

7. This instrument shall inure to the benefit of, and be binding upon, the Grantor and Grantee and their respective heirs, successors and assigns.

To have and to hold unto the Grantee, its successors and assigns forever.

In witness whereof, the Grantor has executed this instrument on the _____ day of
_____, 2019.

WITNESS:

City of Vestavia Hills

Name

Title

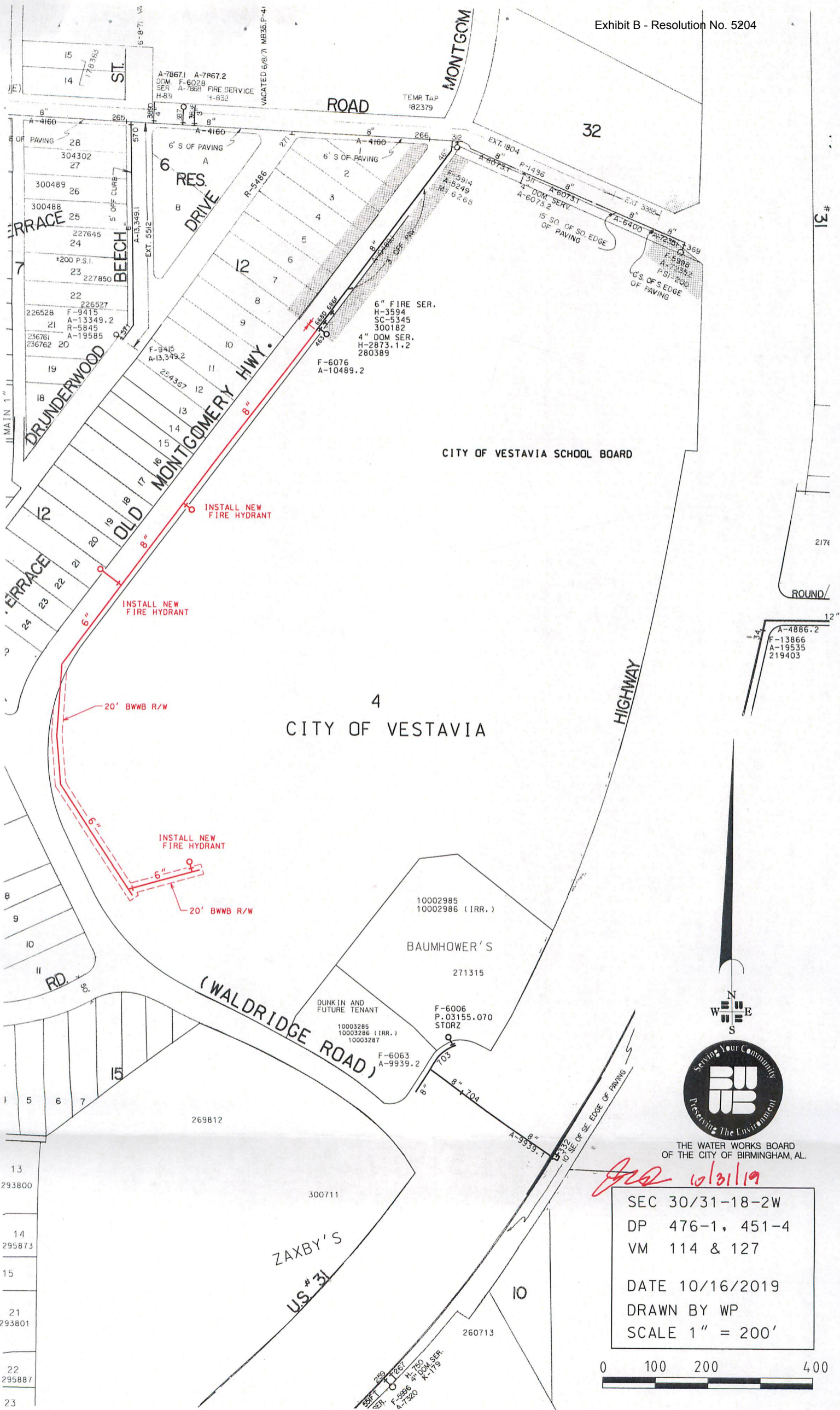
STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public

My Commission Expires:



CITY OF VESTAVIA SCHOOL BOARD

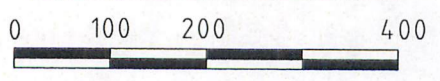
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CITY OF VESTAVIA



THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM, AL.

John W. [Signature] 10/31/19

SEC 30/31-18-2W
 DP 476-1, 451-4
 VM 114 & 127
 DATE 10/16/2019
 DRAWN BY WP
 SCALE 1" = 200'



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October 31, 2019



**BIRMINGHAM
WATER WORKS**

City of Vestavia Hills
ATTENTION: Christopher Brady
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

#619

Dear Mr. Brady:

Enclosed are one (1) copy of a Developer-Installed Extension of Mains Agreement, two (2) copies of the Right-of-Way Agreement and two (2) copies of this Letter of Authorization covering the installation of water mains and appurtenances and three (3) Storz fire hydrants which will serve Wald Park located in the City of Vestavia Hills, Alabama.

Please have the proper official at the City of Vestavia Hills sign the copy of the Developer-Installed Extension of Mains Agreement and the acceptance at the end of this letter, have the signatures witnessed and/or notarized as required, and return one signed copy of this letter, to us with a check in the amount of \$65,950.00. The total estimated cost of materials and Water Board labor is \$65,575.00; less the \$375.00 Preparation Fee paid at the time your application was accepted. The breakdown of estimated cost is as follows:

- BWWB materials and labor for 8" pipe: \$26,200.00;
- BWWB materials and labor for 6" pipe: \$26,950.00;
- Three (3) Storz Fire Hydrants: \$12,800.00.

Acceptance of this Developer-Installed Extension of Mains Agreement at the quoted price is conditioned upon our receipt of said Agreement within 90 days from the date of this letter. After 90 days, the deposit required for the Developer-Installed Extension of Mains Agreement is subject to change.

Upon completion of this installation or as soon thereafter as practicable, the Board will furnish you with a statement of the actual cost incurred in the installation. In the event the actual cost is less than the amount previously deposited with the Board, the Board will refund the difference between the deposit and the actual cost. In the event the actual cost is greater than the amount previously deposited with the Board, you will be required to immediately make an additional deposit in the amount of the difference.

Also enclosed is a current list of Water Board Contractors. You must contract with one of these Contractors for the installation of the water mains and appurtenances. When you return the Agreement, the Water Board requires the Contractor chosen to perform the work along with a Contact person be indicated below.

Contractor: _____

Contact Name and Phone Number: _____

The Agreement attached to this letter reflects the Water Board's plan for the pipeline installation. Upon returning the enclosed Agreement and Letter of Acceptance to us, you must submit drawings by your Engineer that comply with our plan for this installation. You must also include fire hydrant locations, as approved by the appropriate fire department. Drawings must be stamped by the appropriate fire department signifying approval of the fire hydrant locations. (Please see our preliminary map which is attached to the Agreement we are forwarding to you at this time.) Your Engineer will also be responsible for any permit drawings associated with work to be done within an Alabama Department of Transportation (ALDOT) right-of-way or any special permit drawings associated with work to be done in a City or County right-of-way. ALDOT permit drawings shall include but not be limited to the utility work to be performed along with the erosion control measures and traffic control measures to be installed and maintained throughout the project.

The requested Construction Drawing should be generated by your Engineer according to the enclosed "Developer Installed Construction Drawing Guide," and coordinated with the Water Board's Mr. Wayne Putman, Senior Drafter. Wayne can be contacted by telephone at (205) 244-4190, or via email at wayne.putman@bwwb.org.

A deposit in the amount of the estimated cost, your signed acceptance of the terms and conditions of this letter, and the return of the properly executed Agreement will serve as the Water Board's authorization to do the work. The advance deposit will be adjusted to actual cost plus overhead after construction is completed. In the event the adjusted cost is less than the deposit, the Water Works Board will refund the difference. If the adjusted cost is greater than the deposit, you must make an additional payment to the Water Board in the amount of the difference.

Due to the location of your proposed facility, static pressures at the lower elevations will approach 175 pounds per square inch (PSI). Surges in the water system could result in occasional pressures in excess of 230 PSI. To protect plumbing systems, pressure-reducing valves rated to withstand inlet pressures of at least 250 PSI must be installed at any facility. The location of the pressure reducing valves should be based upon plumbing codes of the governing body.

Upon our receipt of the properly executed Agreement, the advanced deposit, one signed copy of this letter and the Water Board approved plan for installation, we will release the necessary materials to the Water Board approved contractor of your choice and construction of the project will be placed in our work schedule. Installation of this project must be completed and placed in service no later than 120 days from our receipt of these items. After 120 days, the Water Board will close the project and invoice you for all material and Water Board labor associated with said project.

We will complete the execution of the Agreement on behalf of the Water Board and return the Agreement to you for your records. You may retain the duplicate copy of this letter for your records. Please ensure that all necessary permits have been secured and posted at the job site prior to commencement of work on this project.

The Water Board will require the Developer or the Developer's designated representative sign the Water Board Construction Inspector Work Order Site Letter before pipe is released by the pipe foundry. This letter affirms the site meets the requirements for the installation of water mains and related appurtenances per the specifications of the Water Board. The "executed" letter will be sent to the pipe foundry in order for the pipe and related appurtenances to be released by the pipe foundry and subsequently taken to the project site.

Since this project is located within the Cahaba River-Lake Purdy Watershed, you will be required to develop a plan that complies with the Water Board's Watershed Protection Policy. This plan must be submitted to and approved by the Water Board prior to starting construction. Failure to meet all Board Watershed requirements shall result in the Board's cancellation of the Installation Agreements and refunding of the customer's advanced deposit less the \$375.00 application fee. A copy of the Water Board's Watershed Protection Policy can be obtained by clicking on the quick link at www.birminghamwaterworks.com. Please submit this information to Mr. Frank Phillips at frank.phillips@bwwb.org, or you may contact Mr. Phillips by telephone at (205) 244-4209.

Prior to the installation of the water mains and appurtenances covered under this Agreement, the Water Board will require a copy of your Alabama Department of Environmental Management (ADEM) – NPDES Permit showing approval of utility installations. If a permit is not required by ADEM, a letter of explanation from your Professional Engineer will be required.

All service piping installed between the water main and water meter at this facility must be minimum one-inch (1") Type "K" copper. The service piping between the water meter and the house should be a minimum of one-inch (1") in size with the service piping throughout the facility being properly sized to provide an adequate water supply while minimizing pressure loss due to friction. In the event low pressure / low flow occurs on the residential side of the meter due to failure to comply with the recommended requirements, The Water Works Board of the City of Birmingham (BWVB) will not be responsible for deficient pressure and flow to and inside the commercial property. Overall, the water piping system should be designed based upon a working pressure gradient of 1238' above mean sea level.

This project is located within the corporate limits of Vestavia Hills therefore, all fire hydrants installed in this development must have a Storz connection. The Water Board will supply each standard fire hydrant and Storz connection from the Water Board's Warehouse. The Water Board's Warehouse will maintain the Storz connection (limited inventory) for the fire hydrant on the "current" annual fire hydrant bid. The Water Board's Fire Hydrant Crews will schedule and change out each fire hydrant in the development.

Your signed acceptance to the terms and conditions of this letter will serve as the Water Board's verification that you are aware of these conditions.

If you have any questions, please contact Mr. Jonathan Wilson, at (205) 244-4213; or via email at jonathan.wilson@bwwb.org.

Very truly yours,



Douglass W. Stockham IV, P.E.
Manager – System Development

JW/
Enclosures

ACCEPTANCE:

Terms and conditions of this letter are accepted and agreed upon this _____ day of _____, 2019.

City of Vestavia Hills

By: _____
Signature Date

Please Print Your Name Here

Title: _____

Tax ID or Social Security Number

RESOLUTION NUMBER 5205

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN INTERGOVERNMENTAL PURCHASING AGREEMENT WITH THE NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION

WHEREAS, Title 41-16-50(a), *Code of Alabama, 1975*, authorizes the City to enter into intergovernmental joint purchasing agreements; and

WHEREAS, the North Alabama Cooperative Purchasing Association (“NACPA”) is a voluntary association of public entities that are subject to the State of Alabama Competitive Bid Law with a purpose to jointly bid commodities and services purchasing by members in order to achieve cost savings and eliminate duplicate efforts in purchasing; and

WHEREAS, the Vestavia Hills Police Department has immediate need of vehicles for patrol within the department and have found that the State of Alabama bid list is delayed; and

WHEREAS, the City Manager has recommended membership to the NACPA for joint purchasing of items needed, including, but not limited to police vehicles; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the City Manager for membership into the NACPA.

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

1. The City Manager is hereby authorized to execute and deliver an Intergovernmental Agreement Establishing The North Alabama Cooperative Purchasing Association, a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5205 as if written fully therein; and
2. This Resolution Number 5205 shall become effective immediately upon adoption and approval.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE
NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION**

This Agreement made this _____ day of _____, 20 __, between the public bodies governed by the General Provisions of the public contracts law of the State of Alabama (Code of Alabama 41-16-50) located within the State of Alabama, and/or other entities such as non profit organizations including but not limited to cultural and recreational; educational and research; health; social services; and community development and housing that agree to be governed by the provisions of the NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION, hereinafter referred to as "the Cooperative", for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of each entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.

SECTION 2

There is hereby established an Executive Board comprised of the Chief Executive or their designate of each participating entity, with one vote being allocated to each participant on all matters. The Executive Board shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to the employment of a coordinator and the determination of the assessment or method of determination of the assessment for membership. Annually, the Executive Board shall elect by majority vote of those present, a chairperson. The chairperson shall have signature authority for the Cooperative in the matter of employing the coordinator. The coordinator is designated as the purchasing agent for the members of the cooperative pursuant to Code of Alabama 41-16-50, this agreement, and the by-laws of the cooperative.

SECTION 3

There is hereby established an Advisory Board comprised of a representative of each participating entity with one vote being allocated to each participant in all matters. The Advisory Board shall work with the coordinator to determine commodities and services to be bid and to recommend operational changes to the Executive Board. Each participating entity shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 4

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 5

The specifications for items to be purchased will be prepared by the Coordinator of the Cooperative for use by all members of the Cooperative. Where feasible, the Coordinator shall seek input from the other participants to insure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 6

One member agency, hereinafter referred to as the host agency, shall act as the lead agency for the Cooperative and will assume the responsibility for housing the coordinator and the operations of the cooperative. The coordinator and the host agency have the authority to expend the funds of the cooperative for operations. The coordinator with assistance from the host agency will be responsible for coordinating and advertising for bids on behalf of the other members of the Cooperative participating on a particular bid. As such, the host agency and the coordinator shall be designated to receive and open the bids on behalf of the other participating governments at the time and in the manner provided by law with at least two members of the advisory board present.

SECTION 7

Responses to all bids will be received by the coordinator and host agency. Not later than fifteen (15) days following the receipt of bids, the Coordinator will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder. If the Coordinator determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 8

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the coordinator, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the Coordinator.

SECTION 9

Each individual member may reserve the right to disregard the recommendation of the host agency and the Coordinator as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama 41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the Cooperative is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama 41-16-53).

SECTION 10

The Cooperative, the coordinator, and the host agency will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the cooperative, the coordinator, and the host agency coordinates the bidding on behalf of the Cooperative. Each participating entity assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the host agency or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 11

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of those parties involved in the dispute and without obligation or responsibility on the part of the host agency, the Cooperative, or the other member jurisdictions.

SECTION 12

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than twelve (12) months from the date of inception or from the date of signing of this agreement and the beginning of a fiscal year (defined as October 1st of each calendar year). Any entity that signs this agreement during a fiscal year shall be charged a pro rata share of the annual assessment for the remainder of the fiscal year.

SECTION 13

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Coordinator and the chief executive of the host agency. Members will agree to exercise this option only at the beginning of each fiscal year. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 14

To facilitate the success of the Cooperative, the executive board agrees to employ under contract the coordinator who is designated as the purchasing agent for the Cooperative and will have primary responsibility for contract design and coordination of joint bids with the other members to this agreement. The coordinator shall hire and employ other personnel as needed and allowed within the budget of the cooperative. The total expense of the coordinator, other personnel, and operations of the cooperative will be divided among the participating members. The participating members reserve the right to assess themselves, based on a fee and/or formula to be determined on an annual basis.

SECTION 15

The members of the Cooperative and the coordinator shall have the power, pursuant to laws of the State of Alabama (Code of Alabama 41- 16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 16

This Agreement will take effect upon execution by the signatories. Thereafter, other entities may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

_____, AGENCY OF ALABAMA,

a: _____

BY: _____

Its: _____

ATTEST: _____

Its: _____

_____, COUNTY OF ALABAMA,

a: Municipal/Public Corporation

BY: _____

Its: _____

ATTEST: _____

Its: _____

_____, CITY OF ALABAMA,

a: Municipal/Public Corporation

BY: _____

Its: _____

ATTEST: _____

Its: _____

ORDINANCE NUMBER 2898

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS WITH THE VESTAVIA HILLS BOARD OF EDUCATION REGARDING ACCESS TO THE SCHOOL SYSTEM'S LIVE FEED SECURITY SYSTEM

WHEREAS, the Vestavia Hills Board of Education ("Board") has chosen to partner with the City of Vestavia Hills ("City") for the following purposes:

1. Allowing School Resource Officers ("SROs) and Vestavia Hills Police Department Desk Sergeants to access the school system's security feed in order to enhance school safety; and
2. Providing a mechanism for the City to have timely access to any available live security footage that would allow first responders to evaluate the current conditions at a school or other Board facility when responding to a health of safety emergency; and

WHEREAS, following extensive research regarding the Family Educational Right to Privacy Act ("FERPA"), attorney Melissa McKie has drafted agreements to assist the Board and the City in accomplishing said purposes; and

WHEREAS, a copy a Memorandum of Agreement between the Vestavia Hills Board of Education and the City of Vestavia Hills, Alabama is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2898 as if written fully therein; and

WHEREAS, a copy of an additional Memorandum of Agreement between the Vestavia Hills Board of Education and the City of Vestavia Hills, Alabama is marked as Exhibit B, attached to and incorporated into this Ordinance Number 2898 as if written fully therein; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to execute and deliver said agreements upon approval and concurrence of the Vestavia Hills Board of Education.

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

1. The Mayor and the City Manager are hereby authorized to execute and deliver the agreements detailed in Exhibit A and Exhibit B; and
2. Upon approval and full execution by the Vestavia Hills Board of Education, a copy of said agreements shall be submitted to the Office of the City Clerk; and

3. This Ordinance Number 2898 is effective immediately upon adoption and approval and posting/publishing pursuant to Alabama law.

DONE, ORDERED, ADOPTED 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 # 2898 is a true and correct copy of such 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

October 28, 2019

By Electronic Mail

Dr. Todd Freeman
Superintendent of Education
Vestavia Hills Board of Education
P. O. Box 660826
Vestavia Hills, Alabama 35266-0826

In Re: Agreements Between the Board and City Regarding Access to the School System's Live Feed Security System

Dear Dr. Freeman:

On October 25, 2019, you sent to me via electronic mail two proposed Memorandum Agreements between the Vestavia Hills Board of Education ("Board") and the City of Vestavia Hills ("City") for the following purposes:

1. Agreement that allows SROs and Desk Sergeants to access the school system's security feed to enhance school safety.
2. Agreement to provide a mechanism for the City to have timely access to any available live security footage that would allow first responders to evaluate the current conditions at a school or other Board facility when responding to a health or safety emergency.

It is my understanding that attorney, Melissa McKie, prepared both Agreements. It is my further understanding that she has done extensive research regarding the Family Educational Right to Privacy Act "FERPA" before preparing the Agreements. She currently provides direct guidance to the school systems of the City of Hoover and the City of Alabaster regarding this issue.

October 28, 2019

Page 2

After reviewing the Agreements, I approve both from a legal standpoint. However, the word "Alabaster" should be replaced with the words "Vestavia Hills" in section 4F on page 3 of the Agreement regarding first responders.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick H. Boone", with a long horizontal flourish extending to the right.

Patrick H. Boone

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)

**MEMORANDUM OF AGREEMENT BETWEEN
THE VESTAVIA HILLS BOARD OF EDUCATION AND
THE CITY OF VESTAVIA HILLS, ALABAMA**

WHEREAS, the Vestavia Hills Board of Education (“Board”) and the City of Vestavia Hills, Alabama (“City”) desire to partner together to enhance the City’s ability to respond to health and safety emergencies on Board property;

WHEREAS, the Board maintains live security cameras on its campuses and having access to live security footage would enable the City to more quickly and accurately assess how to respond to certain health or safety emergencies on campus;

WHEREAS, any live security footage accessed by City could ultimately contain education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”);

WHEREAS, the Board desires to ensure that those education records are used and maintained in accordance with FERPA; and

WHEREAS, the parties desire to outline their responsibilities regarding the sharing and use of educational records and other matters pertaining to the sharing of live security footage.

THEREFORE, the Board and the City agree as follows:

1. **Purpose.** The purpose of this Memorandum of Agreement (“Agreement”) is to provide a mechanism for the City to have timely access to any available live security footage that would allow first responders to evaluate the current conditions at a school or other board facility when responding to a health or safety emergency.
2. **Equipment and Physical/Network Security.**
 - A. The Board will provide the City with the ability to log-in to the school system’s live security feed(s) at no charge.
 - B. The City agrees that the information required to log-in to the school system’s live security feed(s) will only be provided to its employees (e.g. dispatchers, first responders) who need access to the live feed in order to fulfill the Purpose of this Agreement and that those employees will only access the live security feed(s) in compliance with the “Process for Accessing Live Feed” contained in Paragraph 3 of this Agreement.
 - C. The City agrees to inform its employees of the “Process for Accessing Live Feed” and the “Data Security and Confidentiality” requirements contained in this

Agreement. The City further agrees to take appropriate administrative, technical and physical safeguards to protect the live security feed(s) from any unauthorized access or use and will promptly notify the Superintendent in writing if unauthorized access occurs.

- D. The City agrees to protect any network that is utilized to log-in to the school system's live security feed(s) according to commercially reasonable standards. This includes appropriate administrative, physical, and technical safeguards to secure the network from unauthorized access, disclosure, and use. The City agrees to evaluate and adjust its security measures to account for changes in circumstances affecting the security of the network. The City will conduct periodic risk assessments to identify internal and external risk of a breach of security and remediate any identified security vulnerabilities in a timely manner and will promptly call the Board's Coordinator of Technology if unauthorized access to the network occurs.

3. **Process for Accessing Live Feed.**

- A. If the City receives a request for assistance in a health or safety emergency (e.g. medical event, fire, security breach, etc.) from a school official, the dispatcher or other City employee handling the request will inquire as to whether accessing a live security feed would assist law enforcement/first responders in evaluating the situation or responding to the emergency.
- B. If the school official indicates that the live feed would be helpful to first responders, the dispatcher or other City employee handling the request is authorized to log-in to the pertinent live security feed and relay information from the feed to first responders or other City employees or officials who are coordinating a response to the health or safety emergency.
- C. The City will notify the Board's Technology Director in writing each time a live feed is accessed so that the Board can comply with any applicable recordkeeping requirements. An on-line Google form will be provided to the City by the Board's Coordinator of Technology for that purpose.

4. **Data Security and Confidentiality.**

- A. *Definition of Data:* Data is defined as any photos, videos, audio, or other files that the City accesses, copies, downloads, transmits or otherwise utilizes from the Board's computer or its live security feed(s).
- B. *Accessing Data:* The City agrees that it will only access Data for the Purpose of this Agreement and in compliance with the "Process for Accessing Live Feed" contained in Paragraph 3 of this Agreement.

- C. *Data Confidentiality:* The City agrees to limit access to Data to its representatives (e.g. dispatchers, first responders) who need access to the Data in order to fulfill the Purpose of this Agreement. In addition, the City may disclose Data to representatives of the Board. The City's obligation to maintain the confidentiality of the Data will survive the termination of the Agreement.
- D. *Audit:* The Board reserves the right to perform audits to determine when a live feed has been accessed and whether such access was in compliance with this Agreement.
- E. *Data Ownership:* The City has a limited, nonexclusive license to Data solely for the Purpose of this Agreement. Any such Data is not owned by City and shall remain the property of the Board. The Board is the official custodian of the Data.
- F. *Data Transfer or Destruction:* Once the health or safety emergency that necessitated access to the live security feed is over, the City must log out of the live feed. In addition, unless the City receives express, written permission from the Superintendent of the Vestavia Hills City Board of Education to maintain a copy of the Data, the City must destroy any Data in its possession in a manner that utilizes proper disposal methods or return the records to the Board.
- G. *Copies of Data.* The City acknowledges and agrees that if the Board determines that any of the Data accessed by the City pursuant to this Agreement is covered by FERPA that the City will only be allowed to retain or obtain a copy of the Data in compliance with FERPA and may be required to provide the Board with a Court Order or subpoena authorizing the disclosure.
5. **Change of Law.** The parties acknowledge that the Board is subject to federal laws governing the confidentiality, use, and disclosure of student records and that such laws are subject to change in the future. The parties agree to cooperate with each other to ensure that this Agreement is updated to comply with any future changes in the law governing student records.
6. **Third Parties.** Nothing herein shall be construed to (1) establish or create a legal right, claim, entitlement, or interest on behalf of a third-party or (2) to require the City or the Board to monitor the school system's live security feed at any time.
7. **Termination.** Either party may terminate this Agreement effective immediately upon written notice to the other party without further liability or obligation to the other party. The City shall direct any such notice to the Superintendent.
8. **Modification.** No official, agent, employee, or representative of the Board is authorized to modify, waive or suspend the operation of this Agreement or any of its terms or provisions without the express approval of the Board.

DATED this ____ day of _____, 20__.

CITY OF VESTAVIA HILLS, ALABAMA

By : _____

Its : Mayor

By : _____

Its : City Manager

**VESTAVIA HILLS
BOARD OF EDUCATION**

By : _____

Its : _____

**MEMORANDUM OF AGREEMENT BETWEEN
THE VESTAVIA HILLS BOARD OF EDUCATION AND
THE CITY OF VESTAVIA HILLS, ALABAMA**

WHEREAS, the Vestavia Hills Board of Education (“Board”) and the City of Vestavia Hills, Alabama (“City”) desire to partner together to enhance the safety and security of the community’s schools and facilities;

WHEREAS, the Board would like to utilize the services of SROs and desk sergeants to assist with monitoring the safety and security of its facilities;

WHEREAS, the Board maintains security cameras on its campuses and having access to security footage would enhance those employee’s ability to monitor the safety and security of the Board’s various schools;

WHEREAS, any security footage accessed by City employees could ultimately contain education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”);

WHEREAS, the Board desires to ensure that those education records are used and maintained in accordance with FERPA; and

WHEREAS, the parties desire to outline their responsibilities regarding the sharing and use of educational records and other matters pertaining to the sharing of the Board’s security footage.

THEREFORE, the Board and the City agree as follows:

1. **Purpose.** The City and the Board have determined that allowing SROs and desk sergeants to access to the school system’s security feed would enhance school safety. Therefore, the purpose of this Memorandum of Agreement (“Agreement”) is to authorize the sharing of the school system’s security live security footage with local law enforcement in a manner that complies with the law governing student records.
2. **Designation of School Officials.** The City agrees that SROs and desk sergeants will be deemed to be “school officials” as that term is defined by FERPA when they are monitoring the safety and security of Vestavia City Schools through the use of school security footage.

3. **Equipment and Physical/Network Security.**

- A. The Board will provide the City with the ability to log-in to the school system's live security feed(s) at no charge.
- B. The City agrees that the information required to log-in to the school system's live security feed(s) will only be provided to SROs and desk sergeants who have been designated as "school officials" pursuant to this Agreement and who need access to the Board's security footage in order to fulfill the Purpose of this Agreement. The City further agrees that those employees will only access the security footage for purposes of monitoring the safety and security of Board property and will not utilize the security footage for any other purpose without express written permission from the Superintendent of Vestavia Hills City Schools.
- C. The City agrees to inform SROs and desk sergeants who have been designated as "school officials" pursuant to this Agreement regarding the "Process for Accessing Security Feed" and the "Data Security and Confidentiality" requirements contained in this Agreement. Furthermore, the City agrees to make those individuals available for a yearly training regarding FERPA and the contents of this Agreement at a mutually agreeable time and place upon request of the Superintendent or his or her designee. In addition, the school system may require those individuals to sign a document acknowledging the training and that they understand their responsibilities pursuant to this Agreement and FERPA.
- D. The City further agrees to take appropriate administrative, technical and physical safeguards to protect the live security feed(s) from any unauthorized access or use and will promptly notify the Superintendent in writing if unauthorized access occurs.
- E. The City agrees to protect any equipment or network that is utilized to log-in to the school system's live security feed(s) according to commercially reasonable standards. This includes appropriate administrative, physical, and technical safeguards to secure the equipment or network from unauthorized access, disclosure, and use. The City agrees to evaluate and adjust its security measures to account for changes in circumstances affecting the security of its equipment and network. The City will conduct periodic risk assessments to identify internal and external risk of a breach of security and remediate any identified security vulnerabilities in a timely manner and will promptly call the Board's Technology Director if unauthorized access to the network occurs.

4. **Accessing Security Feed.**

- A. SROs and desk sergeants who have been designated as "school officials" pursuant to this Agreement are authorized to log-in and view the school system's security feed at any time for purposes of monitoring the safety and security of Board property.

- B. If an SRO or desk sergeant who has been designated as a “school official” pursuant to this Agreement determines that an imminent health or safety emergency (e.g. medical event, fire, security breach, etc.) exists, they are authorized to allow share the security feed or relay information from the feed to (1) first responders or other City employees or officials who are coordinating a response to the health or safety emergency or (2) any other person who may need the information in order to respond to the emergency.

The City will notify the Board’s Technology Director in writing each time a security feed is shared pursuant to this provision. An on-line Google form will be provided to the City by the Board’s Technology Director for that purpose.

5. **Data Security and Confidentiality.**

- A. *Definition of Data:* Data is defined as any photos, videos, audio, or other files that the City accesses, copies, downloads, transmits or otherwise utilizes from the Board’s security feed(s) pursuant to this Agreement.
- B. *Accessing Data:* The City agrees that it will only access Data for the Purpose of this Agreement and in compliance with the “Process for Accessing Security Feed” contained in Paragraph 4 of this Agreement.
- C. *Data Confidentiality:* The City agrees to limit access to Data to SROs and desk sergeants who have been designated as “school officials” pursuant to this Agreement. In addition, the City may disclose Data to representatives of the Board.

SROs and desk sergeants who have been designated as “school officials” pursuant to this Agreement may only use Data for the purpose of promoting school safety and the physical security of Board property. They may not redisclose Data, unless:

- (1) the redisclosure is to another “school official” who has a legitimate need for the information;
 - (2) the redisclosure is made in connection with a health or safety emergency;
 - (3) the redisclosure is approved by the Superintendent or his or her designee, or
 - (4) the redisclosure is pursuant to a judicial order or lawfully issued subpoena and the school system has been provided with notice of the subpoena before the redisclosure occurs.
- D. *Copies of Data:* Unless the City receives express, written permission from the Superintendent of Vestavia Hills City Board of Education to maintain a copy of

the Data, the City may not copy or retain any Data from the school system's live feed.

The City acknowledges and agrees that if the Board determines that any of the Data accessed by the City pursuant to this Agreement is covered by FERPA that the City will only be allowed obtain a copy of the Data in compliance will FERPA and may be required to provide the Board with a Court Order or subpoena authorizing the disclosure.

- E. *Audit*: The Board reserves the right to perform audits to determine when a live feed has been accessed and whether such access was in compliance with this Agreement.
 - F. *Data Ownership*: The City has a limited, nonexclusive license to Data solely for the Purpose of this Agreement. Any such Data is not owned by City and shall remain the property of the Board. The Board is the official custodian of the Data.
6. **Change of Law**. The parties acknowledge that the Board is subject to federal laws governing the confidentiality, use, and disclosure of student records and that such laws are subject to change in the future. The parties agree to cooperate with each other to ensure that this Agreement is updated to comply with any future changes in the law governing student records.
 7. **Third Parties**. Nothing herein shall be construed to (1) establish or create a legal right, claim, entitlement, or interest on behalf of a third-party or (2) to require the City or the Board to monitor the school system's live security feed at any time.
 8. **Termination**. Either party may terminate this Agreement effective immediately upon written notice to the other party without further liability or obligation to the other party. The City shall direct any such notice to the Superintendent. The obligation to maintain the confidentiality of the Data will survive the termination of the Agreement.
 9. **Modification**. No official, agent, employee, or representative of the Board is authorized to modify, waive or suspend the operation of this Agreement or any of its terms or provisions without the express approval of the Board.

DATED this ____ day of _____, 20____.

CITY OF VESTAVIA HILLS, ALABAMA

By : _____

Its : Mayor

By : _____

Its : City Manager

**VESTAVIA HILLS
BOARD OF EDUCATION**

By : _____

Its : _____

RESOLUTION NUMBER 5202

A RESOLUTION TO PROVIDE TIER I BENEFITS TO TIER II PLAN MEMBERS UNDER THE PROVISIONS OF ALABAMA ACT 2019-132

WHEREAS, under the provisions of Act 2019-132, employers who participate in the Employees' Retirement System pursuant to *Ala. Code* §36-27-6 may elect to provide Tier I retirement benefits to Tier II plan members, and

WHEREAS, the City of Vestavia Hills participates in the Employees' Retirement System pursuant to *Ala. Code* §36-27-6 and wishes to improve retirement benefits for its Tier II plan members;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the City of Vestavia Hills elects to provide Tier I retirement benefits to its Tier II plan members, subject to approval by the Employees' Retirement System Board of Control; that, if approved, such election shall be effective the following fiscal year and is irrevocable.

BE IT FURTHER RESOLVED that the City of Vestavia Hills has reviewed the actuarial cost estimates provided by the Employees' Retirement System for such election and agrees to pay any resulting increases in the employer contribution rate.

BE IT FURTHER RESOLVED that beginning in the Month that such election is effective, the City of Vestavia Hills's Tier II plan members shall contribute 7.5% of their earnable compensation to the Employees' Retirement System and the City of Vestavia Hills' Tier II plan members who are firefighters or law enforcement officers, as defined by *Ala. Code* § 36-27-59(a), shall contribute 8.5% of their earnable compensation to the Employees Retirement System, as required by Act 2019-132.

BE IT FURTHER RESOLVED that the City of Vestavia Hills has not increased the member contribution rates for its Tier I members as provided by Act 2011-676 and, as required by *Ala. Code* § 36-27-6.5, the City of Vestavia Hills has submitted to the Employees' Retirement System a plan to increase such rates as referenced as Exhibit A to this Resolution Number 5201.

This Resolution shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of November, 2019.

Ashley C. Curry,
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Employer Information

Name of Agency City of Vastavia Hills
Full name, no initials please
Unit Code _____

Plan Information

If employer has not increased Tier I member contribution rates as provided by Act 2011-676 and has passed a resolution to elect to provide Tier I retirement benefits to Tier II plan members as provided by Act 2019-132, employer must complete the following section.

As required by that Act 2019-132, employer submits the following plan to the Employees' Retirement System (ERS) to increase the member contribution rates for its Tier I plan members from 5% to 7.5% of earnable compensation, and for Tier I plan members who are firefighters or law enforcement officers, as defined by Ala. Code § 36-27-59(a), from 6% to 8.5% of earnable compensation.

Plan Options

Employer shall increase the rates as set forth above if and when (Check One):

- Employer's funding level drops below _____ %.
- Employer's contribution rate increases above _____ %.
- Employer is unable to make its required employer contribution.
- On _____ (insert date).
- Other (insert other circumstances): _____

Employer Certification

When the above conditions are met as provided by the plan, employer agrees to raise the Tier I plan member contribution rates by passing a resolution to do so as required by Act 2011-676 and provide such resolution to the ERS.

Sign Here → Signature of Authorizing Official _____ Date _____

Name and Title Jeffrey Downes, City Manager
Please Print

Telephone Number 205-978-0195

ORDINANCE NUMBER 2502-A

AN ORDINANCE AMENDING ORDINANCE NUMBER 2502 TO FURTHER AMEND CHAPTER 8 OF THE VESTAVIA HILLS CODE OF ORDINANCES ENTITLED “LICENSES AND BUSINESS REGULATIONS” TO ADD AN ARTICLE TO ESTABLISH A NAICS CODE, OPERATING STANDARDS AND DEFINITIONS FOR MOBILE FOOD UNITS OPERATING WITHIN THE CITY OF VESTAVIA HILLS, ALABAMA AND TO PROVIDE FOR PENALTIES FOR VIOLATION THEREOF

WITNESSETH THIS ORDINANCE NUMBER 2502-A WHICH IS CONSIDERED AND APPROVED ON THIS THE 25th DAY OF NOVEMBER, 2019.

WITNESSETH THESE RECITALS

WHEREAS, on April 28, 2014, the City Council of the City of Vestavia Hills (“City”) adopted and approved Ordinance Number 2498 to adopt a Code of Ordinances for the City of Vestavia Hills; and

WHEREAS, Chapter 8 of the Vestavia Hills Code of Ordinance, (“City Code”) entitled “Licenses and Business Regulations” sets forth the requirements for operation of commercial businesses within the City of Vestavia Hills; and

WHEREAS, on July 14, 2014, the City Council adopted and approved Ordinance Number 2502 to establish a NAICS code, operating standards and definitions for mobile food units operating within the City; and

WHEREAS, the Mayor and City Council have determined that it is in the best public interest to further establish standards for the operation of Mobile Food Units which are intended to promote the public health, safety and welfare by amending Article 8 to establish standards and a definition for the operation of Mobile Food Units within the City to be detailed and amended in its entirety, as follows:

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

1. Chapter 8 of the City’s Code is hereby amended for the addition of the following:

Article X - Establishing Standards and Definitions for Mobile Food Units

Section 1. Definitions.

Mobile Food Unit – A self-contained vehicle, trailer or pushcart that serves prepared foods or prepares and serves food in various locations of the City.

Section 2. Standards and Requirements for Operation.

1. All Mobile Food Unit operators shall obtain an annual business license issued by the City of Vestavia Hills Finance Department prior to commencing any food sales in the City. Said license shall be assigned the NAICS code 722330 and shall be subject to the Schedule 5A as detailed in Section 8-37, License Classifications.
2. In addition to an annual business license all Mobile Food Unit operators shall obtain an annual operating permit for each unit to be issued by City of Vestavia Hills City Clerk, unless otherwise exempted in this Chapter. Permits shall be issued for the period beginning January 1 and ending December 31 of each year. This permit shall be posted in a visible location on the Mobile Food Unit at all times while in operation. In order to obtain said permit, operators shall submit copies of all required and current health department approvals for both commissary and each Mobile Food Unit and current City business license. Applicant shall be responsible for having each unit inspected and approved by the City's Fire Marshal prior to issuance of permit. Temporary Permits may be issued upon issuance of a waiver from the City Manager pursuant to Section 4 of this Ordinance Number 2502-A.
3. Location and/or operation of all Mobile Food Units shall be only in areas and/or districts zoned non-residential.
4. Mobile Food Unit operators shall have approval of the property owner for each location at which the Mobile Food Unit operates. This approval shall be in writing, signed by the property owner and must be made available for inspection upon request of any City Official at any time during the operation of the Mobile Food Unit.
5. No Mobile Food Unit shall be allowed to operate in excess of eight (8) hours per day; operational meaning food sales (excluding food prep).
6. No Mobile Food Unit shall be allowed to operate in excess of three (3) consecutive days in any one location. During days of non-operation, the Mobile Food Unit and all associated vehicles and accessories including, but

not limited to tables, chairs, picnic tables, benches, tents, popups, tarps, waste receptacles, etc., must be completely removed from the premises.

7. Hours of operation for all Mobile Food Units shall be limited to 6:00 AM to 9:00 PM, local time.
8. No Mobile Food Unit shall operate on more than two (2) individual sites within the City per day.
9. No more than one (1) Mobile Food Unit shall operate on the same site per day unless specially approved festivals, celebrations, etc., and at the approval of the City Manager pursuant to Section 4 of this Ordinance Number 2502-A.
10. Mobile Food Units shall not be located within two hundred (200) feet of the main entrance of the nearest restaurant during the restaurant's posted hours of operation.
11. Mobile Food Unit operators are responsible for the proper disposal of waste and trash associated with the operation. Operators shall remove all waste and trash every 24 hours to maintain the health and safety of the public and to prevent any adverse odors. City trash receptacles shall not be used for this purpose.
12. All associated equipment, including trash receptacles, must be located within three (3) feet of the Mobile Food Unit.
13. All Mobile Food Units shall be located a minimum of five (5) feet away from any fire hydrant, sidewalk, utility boxes, handicap ramps and/or building entrances.
14. Mobile Food Units must be located off the public rights-of-way. No fire lanes, vehicular access ways or pedestrian walkways may be obstructed or encroached upon by the Mobile Food Unit. For the safety of customers, all picnic tables, benches, chairs provided by the Mobile Food Unit shall be located a safe distance from the public rights-of-way and vehicular traffic.
15. No amplified microphones or bull horns, no flashing lights or any other distraction shall be permitted as a part of the Mobile Food Unit operation.

16. Mobile Food Units shall not occupy parking spaces required to fulfill the minimum requirements of a principal use, unless the hours of operation of the principal use do not coincide with those of the Mobile Food Unit except at the approval of the Zoning Official.
17. Signage is limited to signage located on Mobile Food Unit. No portable signage is allowed.

Section 3. Penalties.

Any person violating any provision of this article may be issued a citation by the Vestavia Hills Police Department or at the request of the Finance Director or his designee be issued a summons and shall be required to appear in the Vestavia Hills Municipal Court. Upon conviction, any person shall be subject to any fines and other applicable court costs which may be assessed by the Vestavia Hills Municipal Court.

Section 4. Exceptions.

The City Manager shall, at his discretion, be authorized to issue an exemption to any Mobile Food Unit who is operating in an organized civic event, festival, celebration, non-profit event or any other event where it is deemed as being in the public's interest in order to exempt the operator of the Mobile Food Unit from business license fees and permitting requirements; however, all operators are still responsible for the collection and remittance of sales taxes associated with the sale of said inventory, as well as inspection of food preparation facilities by the Fire Marshal.

Section 5. Severability.

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

Section 6. Effective Date:

This Ordinance Number 2502-A shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2502-A 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 25th day of November, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2885

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

WHEREAS, on the 22nd day of July, 2019, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

3516 Squire Lane
Brook and Celine Russell

The part of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows: Begin at the Southeast corner of said 1/4 – 1/4 section and run thence Westwardly along the South line thereof for a distance of 413.25 feet to point of beginning of tract here described, from point of beginning thus obtained continue Westwardly along the South line of said 1/4 – 1/4 section for a distance of 265.20 feet; thence turn an angle to the right of 88 degrees 05 ½ minutes and run Northwardly for a distance of 328.31 feet; thence turn an angle to the right of 91 degrees 46 minutes and run Eastwardly for a distance of 265.20 feet; thence turn an angle to the right of 88 degrees 14 minutes and run Southwardly for a distance of 328.97 feet to the point of beginning.

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

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

ADOPTING and APPROVED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

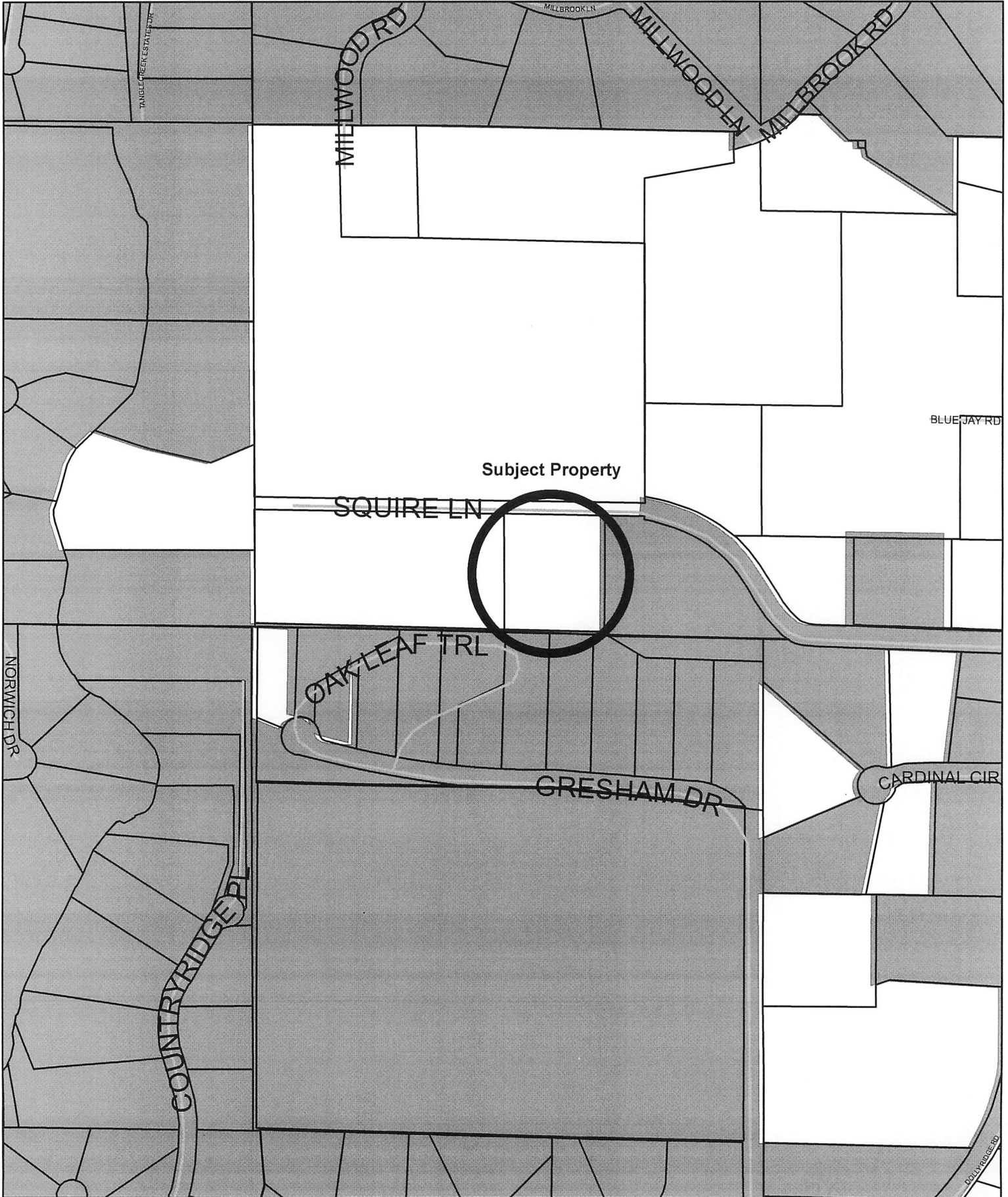
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2885 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 25th day of November, 2019, 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

3516 Squire Lane

3516 Squire Lane



Legend

 Vestavia_Hills_City_Limits

City of Vestavia Hills
Department of GIS
April 24, 2019



3516 Squire Lane

PARCEL #: 28 00 28 2 001 026.000
OWNER: RUSSELL BROOK A & CELINE C
ADDRESS: 3516 SQUIRE LANE BIRMINGHAM AL 35243
LOCATION: 3516 SQUIRE LN AL 35243

[111-C0] Baths: 2.5 H/C Sqft: 2,399
 18-012.0 Bed Rooms: 3 Land Sch: A114
 Land: 257,500 Imp: 147,200 Total: 404,700
 Acres: 0.000 Sales Info: 08/15/2013
 \$311,000

<< 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: 2014
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$404,700.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$257,500
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 POOL VINYL 70 29VP700 \$10,600
 BLDG 001 111 \$136,600
 TOTAL MARKET VALUE [APPR. VALUE: \$404,700]: \$404,700
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$40,480	\$263.12	\$4,000	\$26.00	\$237.12
COUNTY	3	1	\$40,480	\$546.48	\$2,000	\$27.00	\$519.48
SCHOOL	3	1	\$40,480	\$331.94	\$0	\$0.00	\$331.94
DIST SCHOOL	3	1	\$40,480	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$40,480	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$40,480	\$206.45	\$0	\$0.00	\$206.45
SPC SCHOOL2	3	1	\$40,480	\$680.06	\$0	\$0.00	\$680.06

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$40,480.00

\$2,028.05

GRAND TOTAL: \$1,980.05

FULLY PAID

DEEDS

INSTRUMENT NUMBER

[201363-28738](#)
[200811-24213](#)
[2427-910](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
8/15/2013	12/7/2018	2018	CORELOGIC INC	\$1,980.05
10/15/2008	11/17/2017	2017	CORE LOGIC INC	\$1,980.05
11/28/1983	11/21/2016	2016	CORELOGIC	\$1,980.05
	12/1/2015	2015	CORELOGIC INC	\$2,465.06
	12/31/2014	2014	BROOK RUSSELL	\$1,966.02
	1/21/2014	2013	RUSSELL, BROOK	\$1,966.02
	11/21/2012	2012	CORELOGIC INC	\$1,966.02

Annexation Committee Petition Review

Property: 3516 Squire Lane

Owners: Brook and Celine Russell

Date: 06-20-2019

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 \$404,400. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 10 Number in city 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: 3516 Squire Lane

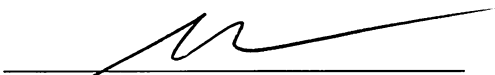
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

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

10. Are there any concerns from city departments? Yes No _____ Comments: Fire Dept. -
concerns about width and length of
driveway. Per applicant driveway will be
improved

11. Information on children: Number in family 3; Plan to enroll in VH schools Yes No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman 6-21-19

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: 3516 Squire Lane

Engineering; Public Services

Date: 5/24 Initials: CBrady

3516 Squire Lane -- no significant concerns noted; roadway is narrow and asphalt is in poor to fair condition; majority of roadway remains within Jefferson County and within their maintenance responsibility.

Police Department:

Date: 5/28/19 Initials: CV

Comments: No issues

Fire Department:

Date: 5/30/19 Initials: CV

Comments: Concerns about width & length of driveway per City Ordinance.

Board of Education:

Date: 5/17/19 Initials: SB via email

Thank you for the info. This seems to be smaller annexations which should not affect school enrollment beyond what is expected. As a system we would like to keep an eye on the subdivision of properties into multiple properties, thus allowing more dwellings to be built than what is originally intended.

Thank you,
Steve

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 1/24/19

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.

Brook Russell 205. 283. 6228

Celine Russell 205. 482. 4542

brookarussell@gmail.com

celinelynn@gmail.com

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK LR201363, PAGE 28738 IN THE
PROBATE OFFICE OF SEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

See Attached

EXHIBIT A
Legal Description

The part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows: Begin at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run thence Westwardly along the South line thereof for a distance of 413.25 feet to point of beginning of tract here described, from point of beginning thus obtained continue Westwardly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 265.20 feet; thence turn an angle to the right of 88 degrees 05 $\frac{1}{2}$ minutes and run Northwardly for a distance of 328.31 feet; thence turn an angle to the right of 91 degrees 46 minutes and run Eastwardly for a distance of 265.20 feet; thence turn an angle to the right of 88 degrees 14 minutes and run Southwardly for a distance of 328.97 feet to the point of beginning.

20130827000938950 3/3
Bk: LR201363 Pg: 28738
Jefferson County, Alabama
08/27/2013 12:13:27 PM D
Fee - \$22.00
Deed Tax - \$94.00

Total of Fees and Taxes-\$116.00
CIBESS

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Brook Russell</u>	Lot _____	Block _____	Survey _____
<u>Celine Russell</u>	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

[Signature] 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 24th day of January, 2019.

[Signature]
Notary Public

My commission expires



EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): BROOK & CELINE RUSSELL

Address: 3516 SQUIRE LANE

City: BIRMINGHAM State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	PACE RUSSELL	4	KS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.				<input type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". FALL 2019

ORDINANCE NUMBER 2886

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

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

3516 Squire Lane
Brook and Celine Russell, Owner(s)

The part of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows: Begin at the Southeast corner of said 1/4 – 1/4 section and run thence Westwardly along the South line thereof for a distance of 413.25 feet to point of beginning of tract here described, from point of beginning thus obtained continue Westwardly along the South line of said 1/4 – 1/4 section for a distance of 265.20 feet; thence turn an angle to the right if 88 degrees 05 ½ minutes and run Northwardly for a distance of 328.31 feet; thence turn 'an angle to the right of 91 degrees 46 minutes and run Eastwardly for a distance of 265.20 feet; thence turn an angle to the right of 88 degrees 14 minutes and run Southwardly for a distance of 328.97 feet to the point of beginning.

APPROVED and ADOPTED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

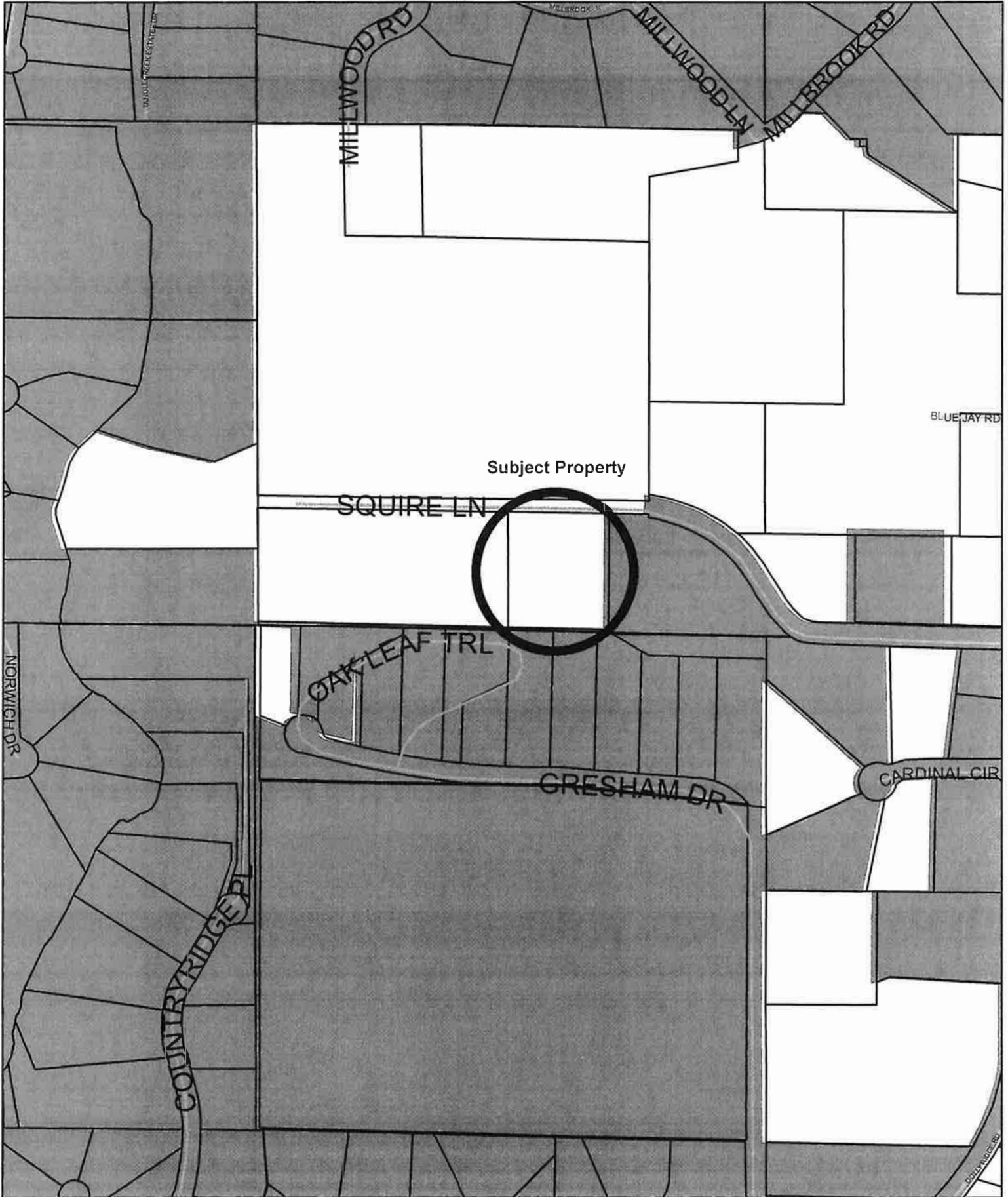
CERTIFICATION:

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 # 2886 is a true and correct copy of such 25th 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

3516 Squire Lane



Legend

 Vestavia_Hills_City_Limits

City of Vestavia Hills
Department of GIS
April 24, 2019



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

Date: **OCTOBER 10, 2019**

- **CASE:** P-1019-52
- **REQUESTED ACTION:** Rezoning JC E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 3516 Squire Ln.
- **APPLICANT/OWNER:** Brook Russell
- **GENERAL DISCUSSION:** This is a rezoning of annexed property on 3516 Squire Ln. from JC E-2 to VH R-21. Property was annexed overnight by Ordinance 2859 on 8/12/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with low density residential but does not exist in the Comprehensive Plan.
- **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.

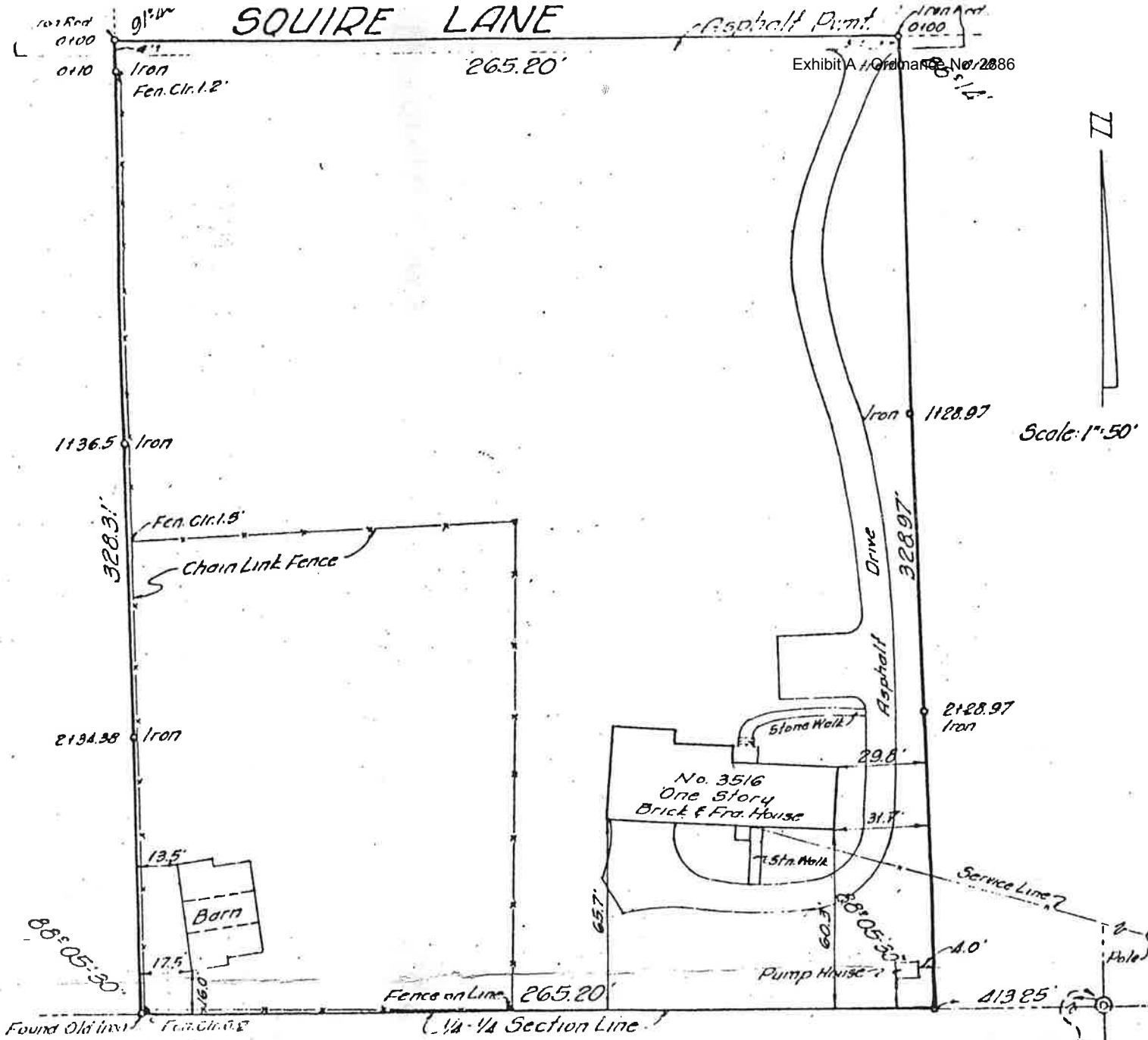
MOTION Ms. Cobb made a motion to recommend Rezoning from JC E-2 to Vestavia Hills R-1 for the property located At 3516 Squire Ln. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

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

Mr. Sykes– yes
Mr. Larson – yes



STATE OF ALABAMA }
 JEFFERSON COUNTY }

S.E. Corner of SW 1/4 - NW 1/4
 Section 28, T.18S, R.2W.

I, August A. Winters, a Land Surveyor of Birmingham, Alabama, hereby certify that the above is a true and correct plat or map of Lot..... Block....., as shown by the map of same recorded in Map Book..... Page....., in the office of the Judge of Probate of Jefferson County, Alabama, that the building now on said lot is within the bounds of said lot, that there are no visible encroachments, except those shown, from adjoining properties and that there are no rights-of-way, easements, of joint driveways over or across said land visible on the surface except as shown; that there are no visible electric or telephone wires (excluding wires which serve the premises only) or structures or a supports therefor including poles, anchors and guy wires, on or over said premises except as shown.

The correct street address is No. 3516 Squire Lane Birmingham, Alabama.

According to my survey this 9th day of February, 1972,

SHEPARD & WINTERS, ENGINEERS
 721-722 MASSEY BUILDING
 BIRMINGHAM, ALABAMA

August A. Winters
 August A. Winters — Reg. No. 2386

ORDINANCE NUMBER 2887

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

WHEREAS, on the 12th day of August, 2019, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

929 Mountain Branch Circle
Lot 40, Mountain Branch Subdivision
Honeycutt Real Estate Holdings LLC, Owner(s)

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

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

ADOPTING and APPROVED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

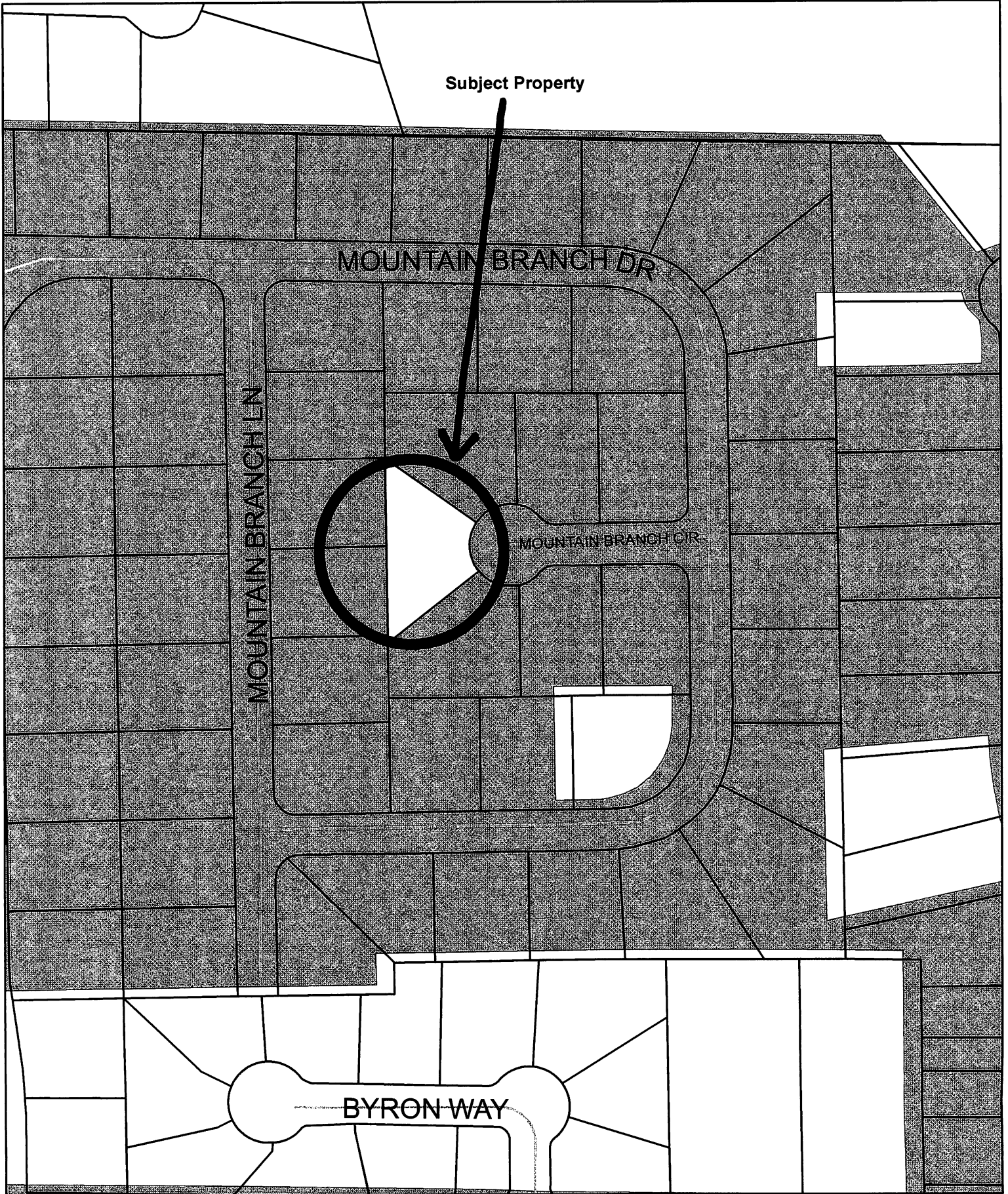
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2887 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 25th day of November, 2019, 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

929 Mountain Branch Circle

929 Mountain Branch Circle



Legend

 Vestavia_Hills_City_Limits

City of Vestavia Hills
Department of GIS
April 24, 2019



Annexation Committee Petition Review

Property: 929 Mountain Branch Circle

Owners: Honeycutt Real Estate Holdings

Date: 06-20-2019

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 \$321,200. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 7 Number in city 6
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: 929 Mountain Branch Circle


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

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

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

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

Other Comments: _____



George Pierce
Chairman 6-21-19

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: 929 Mountain Branch Circle

Engineering; Public Services

Date: 5/24/19 Initials: CBrady

929 Mountain Branch Circle -- no concerns noted; asphalt and valley gutter in cul-de-sac is in good condition; neighborhood is already within City maintenance area _____

Police Department:

Date: 5/28/19 Initials: AW

Comments: No issues

Fire Department:

Date: 5/30/19 Initials: CV

Comments: No issues

Board of Education:

Date: 5/17/19 Initials: SB via email

Rebecca, Comments: _____

Thank you for the info. This seems to be smaller annexations which should not affect school enrollment beyond what is expected. As a system we would like to keep an eye on the subdivision of properties into multiple properties, thus allowing more dwellings to be built than what is originally intended.

Thank you, _____
 Steve

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: APRIL 22, 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.

E Mail: ghoneycutt@drummondco.com
205-520 3511

EXHIBIT "A"

929 MOUNTAIN BRANCH CIRCLE
 VESTAVIA, ALABAMA 35226

LOT: LOT 40 - MOUNTAIN BRANCH SUBDIVISION 1ST ADDITION

BLOCK: _____

SURVEY: MAP BOOK 112 PAGE 24
COUNTY PROBATE OFFICE - JEFFERSON

RECORDED IN MAP BOOK 112, PAGE PAGE 24 IN THE
 PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R-1

COMPATIBLE CITY ZONING: RESIDENTIAL

LOT AREA - 15450 SF

LEGAL DESCRIPTION (METES AND BOUNDS):

NW 1/4 OF NW 1/4 AND NE 1/4 OF NW 1/4
 OF SECTION 2, TOWNSHIP 19 SOUTH
 RANGE 1 West JEFFERSON COUNTY ALABAMA

LOT 40 MOUNTAIN BRANCH - 1ST EDITION
 AS DESCRIBED BY MAP BOOK 112
 PAGE 24 OF JEFFERSON COUNTY PROBATE OFFICE
 AS SURVEYED BY JOHN C. GUSTIN III
 APRIL 25, 1978 (BETHEL, WHITSON CO. INC.
 IN ACCORDANCE WITH THE ATTACHED SURVEY
 MAPS.

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>Eugene J. Honeycutt</u>	Lot <u>40</u> Block _____ Survey <u>MOUNTAIN BRANCH - 1ST EDITION</u> <u>MAP BOOK 112 PAGE 24</u> <u>JEFFERSON COUNTY PROBATE OFFICE</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

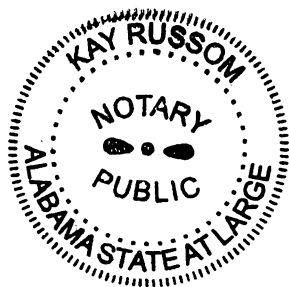
* AS SOLE MEMBER OF HONEYCUTT REAL ESTATE HOLDINGS LLC
OWNER & — VESTAVIA — 3842 WHITE OAK DRIVE
STATE OF ALABAMA BIRMINGHAM AL 35243

JEFFERSON COUNTY

EUGENE J. Honeycutt 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.

Eugene J. Honeycutt
Signature of Certifier

Subscribed and sworn before me this 23rd day of April, 2019.



Kay Russom
Notary Public
My Commission Expires
November 8, 2020

My commission expires: _____

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City) ✓

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): HONEYCUTT REAL ESTATE HOLDINGS LLC
Address: 371 HIGHLAND VIEW DRIVE
City: BIRMINGHAM State: AL Zip: 35242

Information on Children:

NONE

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

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

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

ORDINANCE NUMBER 2888

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

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

929 Mountain Branch Circle
Lot 40, Mountain Branch Subdivision
Honeycutt Real Estate Holdings, Owner(s)

APPROVED and ADOPTED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

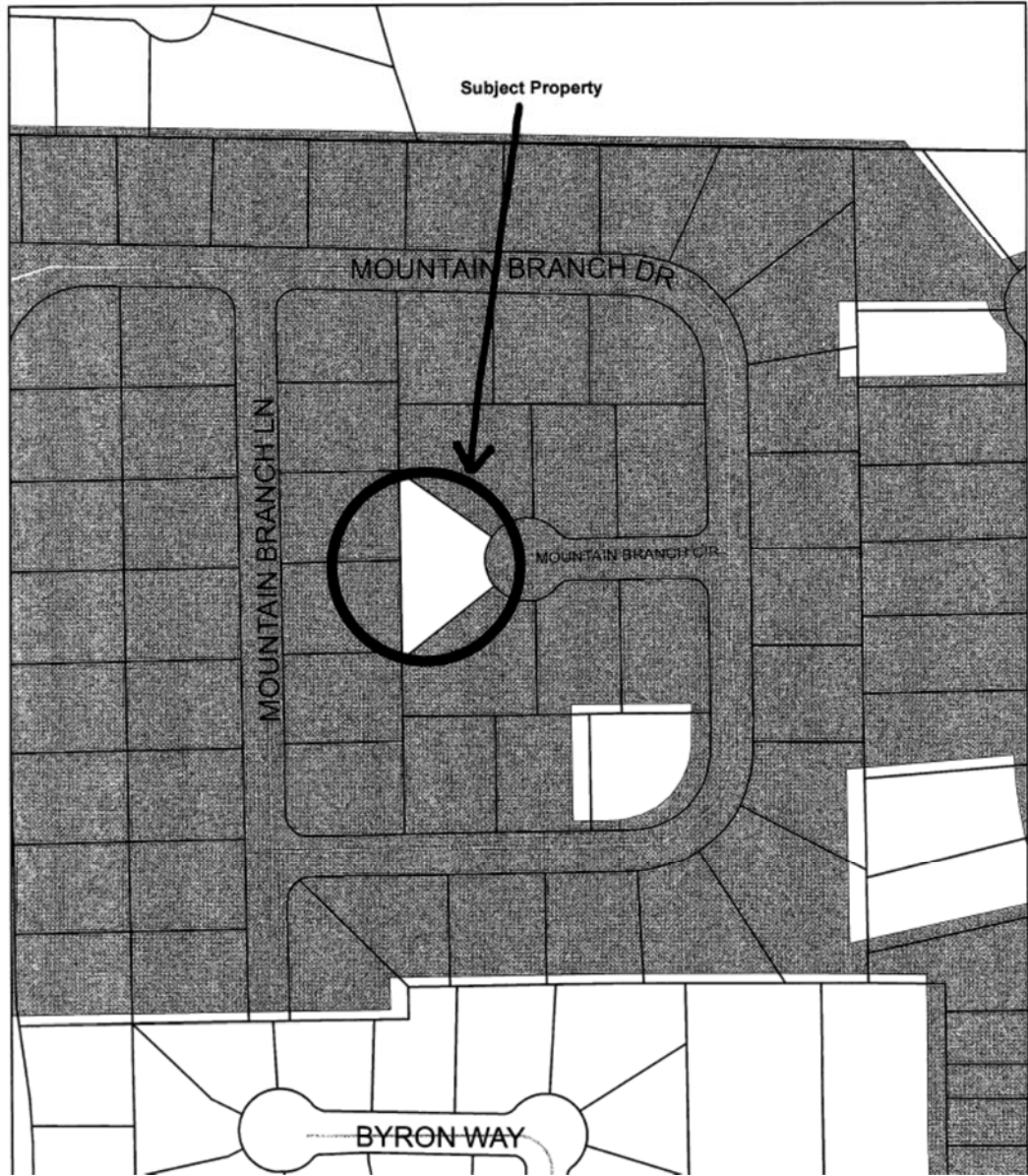
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2888 is a true and correct copy of such 25th day of November, 2019, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

929 Mountain Branch Circle

929 Mountain Branch Circle



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

Date: **OCTOBER 10, 2019**

- **CASE:** P-1019-50
- **REQUESTED ACTION:** Rezoning JC R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 929 Mountain Branch Cir.
- **APPLICANT/OWNER:** Honeycutt Real Estate Holdings, LLC
- **GENERAL DISCUSSION:** This is a rezoning of annexed property on 929 Mountain Branch Cir. from JC R-1 to VH R-2. Property was annexed overnight by Ordinance 2860 on 8/12/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for low density residential.
- **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 JC R-1 to Vestavia Hills R-2 for the property located At 929 Mountain Branch Cir. Second was by Ms. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

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

Mr. Sykes– yes
Mr. Larson – yes

ORDINANCE NUMBER 2889

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

WHEREAS, on the 12th day of August, 2019, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2790 Acton Place
Hugh Humphrey

More particularly described as follows:

Commence at the SW corner of the SW ¼ of the NW ¼ of Section 34, Township 18 South, Range 2 West, thence run S 90 degrees 00'00" E along the south line thereof for a distance of 481.18 feet; thence run N 30 degrees 55'00" E for a distance of 81.93'; thence run N 79 degrees 25'00" E for a distance of 128.06' to the point of beginning; thence run N 79 degrees 25'00" E for a distance of 161.08'; thence run N 10 degrees 35'00" W for a distance of 86.00'; thence run N 71 degrees 30'45" W for a distance of 150.14' to a point on the southeasterly right-of-way of Acton Road. Sid point being located on a curve to the right having a central angle of 05 degrees 10'22" and a radius of 1216.77' and a chord bearing of S 22 degrees 34'03" W; thence run along the arc of said curve for a distance of 109.85'; thence run S 34 degrees 50'46" for a distance of 73.50' to the point of beginning.

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

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

ADOPTING and APPROVED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

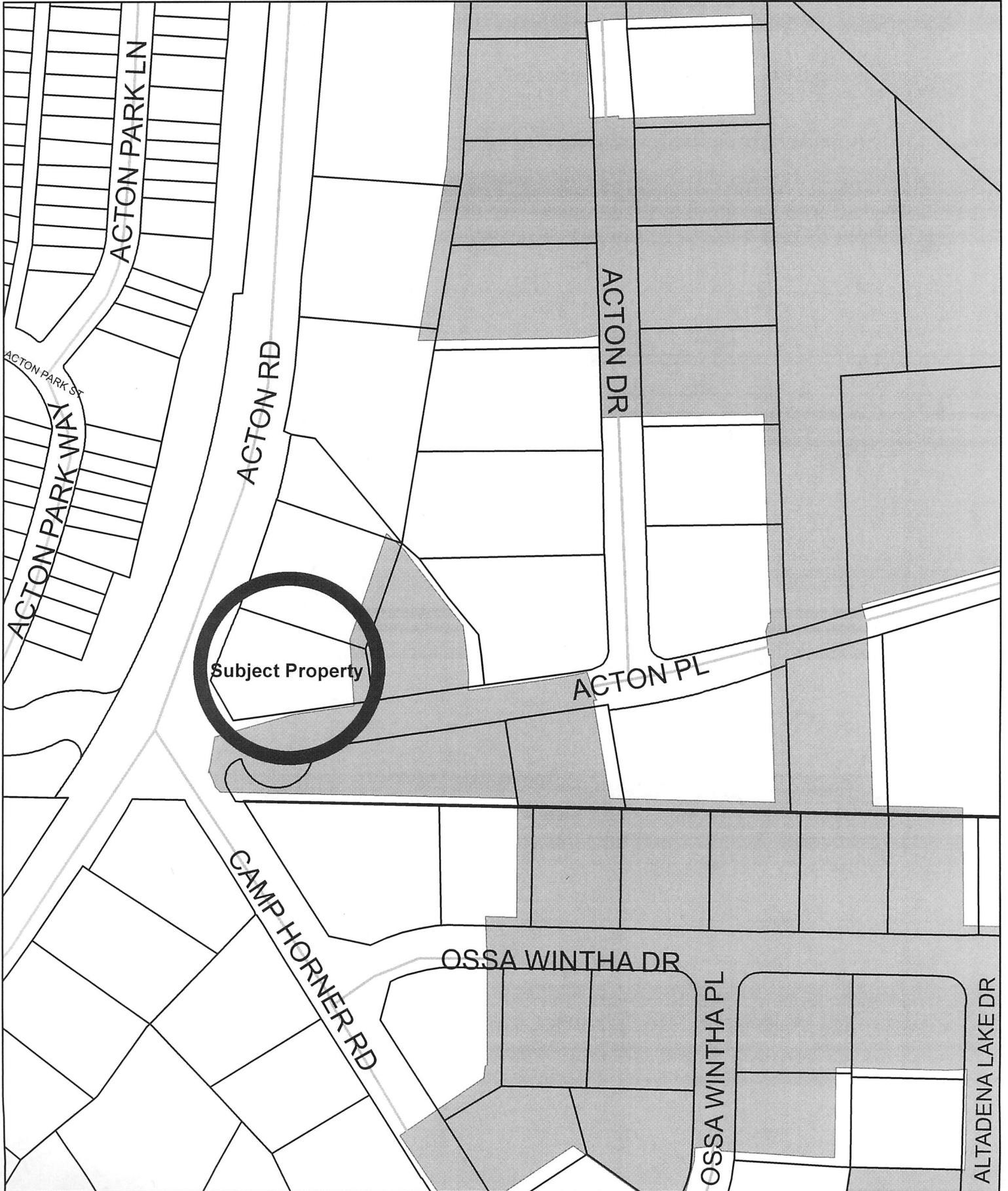
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2889 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 25th day of November, 2019, 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

2790 Acton Place

2790 Acton Place



Legend

 Vestavia_Hills_City_Limits

City of Vestavia Hills
Department of GIS
April 24, 2019



2790 Acton Place

PARCEL #: 28 00 34 2 000 020.001
OWNER: HUMPHREY HUGH R
ADDRESS: 2790 ACTON PL VESTAVIA AL 35243-2534
LOCATION: 2790 ACTON PL BHAM AL 35243

[111-B0] Baths: 3.0 H/C Sqft: 3,327
 18-040.0 Bed Rooms: 4 Land Sch: G2
 Land: 102,900 Imp: 284,300 Total: 387,200
 Acres: 0.000 Sales Info: 06/25/2014 \$0

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE: X
 EXEMPT CODE: 5-5 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% \$102,900
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 BLDG 001 111 \$284,300

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$384,500.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$387,200]: \$387,200
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$38,720	\$251.68	\$38,720	\$251.68	\$0.00
COUNTY	3	1	\$38,720	\$522.72	\$38,720	\$522.72	\$0.00
SCHOOL	3	1	\$38,720	\$317.50	\$38,720	\$317.50	\$0.00
DIST SCHOOL	3	1	\$38,720	\$0.00	\$38,720	\$0.00	\$0.00
CITY	3	1	\$38,720	\$0.00	\$38,720	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$38,720	\$197.47	\$38,720	\$197.47	\$0.00
SPC SCHOOL2	3	1	\$38,720	\$650.50	\$38,720	\$650.50	\$0.00

ASSD. VALUE: \$38,720.00 **\$1,939.87** **GRAND TOTAL: \$0.00**
FULLY PAID

DEEDS

INSTRUMENT NUMBER

[201415-2830](#)
[9601-9499](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
6/25/2014		2018		\$0.00
01/25/1996		2017		\$0.00
		2016		\$0.00
		2015		\$0.00
		2014		\$0.00
		2013		\$0.00
		2012		\$0.00
	20081231	2008	***	\$1,482.87

Annexation Committee Petition Review

Property: 2790 Acton Place

Owners: Hugh Humphreys

Date: 06-20-2019

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 CUL-de-SAC is in poor condition. Needs tree removal.
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 \$387,200. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 11 Number in city 6
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: 2790 Acton Place


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: City engineer
cul-de-sac in poor condition. Request
Tree Removal from TD Street remain

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

Other Comments: _____



George Pierce
Chairman 6-21-19

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: 2790 Acton Place

2790 Acton Place -- no significant concerns noted; property fronts a cul-de-sac that is in poor to fair condition; it appears roots from one or more trees along this property frontage has damaged asphalt, we would ask for property owner to potentially coordinate this tree removal prior to asphalt repair; area roadways vary in widths and are more narrow than typical City subdivision standards; the City currently performs some maintenance responsibility in this area in coordination with Jefferson County.

Police Department: Date: 5/28/19 Initials: CAN

Comments: No issues

Fire Department: Date: 5/30/19 Initials: CV

Comments: No issues

Board of Education: Date: 5/17/19 Initials: SB via email

Rebecca, Comments: _____

Thank you for the info. This seems to be smaller annexations which should not affect school enrollment beyond what is expected. As a system we would like to keep an eye on the subdivision of properties into multiple properties, thus allowing more dwellings to be built than what is originally intended.

Thank you, _____
Steve

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: Feb 19, 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.

Tim Gully - timothygully@gmail.com
(205) 937-8772

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK 201415, PAGE 2830 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Com AT SW COR OF LOT 16 ALTADENA VALLEY 2ND SECT
137/43 TH SWLY 138 FT TO POB TH NLY 56 FT TH NW
155 FT TH SW 95 FT TH SE 58 FT TH NE 170 FT TO POB
SECT 34 TWSP 18S RANGE 2W

EXHIBIT "A"

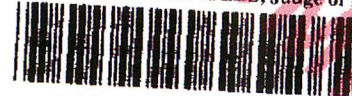
A thirty-two percent (32%) undivided interest in the following described real property:

Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 34, Township 18 South, Range 2 West, thence run S 90 deg. 00'00" E along the south line thereof for a distance of 481.18'; thence run N 30 deg. 55'00" E for a distance of 81.93'; thence run N 79 deg. 25'00" E for a distance of 128.06' to the point of beginning; thence run N 79 deg. 25'00" E for a distance of 161.08'; thence run N 10 deg. 35'00" W for a distance of 86.00'; thence run N 71 deg. 30'45" W for a distance of 150.14' to a point on the southeasterly right of way of Acton Road. Said point being located on a curve to the right having a central angle of 05 deg. 10'22" and a radius of 1216.77' and a chord bearing of S 22 deg. 34'03" W; thence run along the arc of said curve for a distance of 109.85'; thence run S 34 deg. 50'46" E for a distance of 73.50' to the point of beginning.

State of Alabama - Jefferson County
 I certify this instrument filed on:
 1996 JAN 29 P.M. 14:40

Recorded and \$	8.00	Mtg. Tax
and \$	7.00	Deed Tax and Fee Amt.
\$	Total \$	15.00

GEORGE R. REYNOLDS, Judge of Probate



9601/9500

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

Hugh R. Humphrey Lot _____ Block _____ Survey _____
 _____ Lot _____ Block _____ Survey _____
 _____ Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Hugh R. Humphrey 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.

Hugh R. Humphrey
Signature of Certifier

Subscribed and sworn before me this the 18 day of February, 2019.

Lynn Travis Garnett
Notary Public

My commission expires

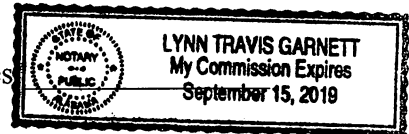


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
 Deny _____

Resolution: Date: _____ Number: _____
 Overnight Ordinance: Date: _____ Number: _____
 90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Information on Children:

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

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

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

ORDINANCE NUMBER 2890

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

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

2790 Acton Place
Hugh Humphrey

More particularly described as follows:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West, thence run S 90 degrees 00'00" E along the south line thereof for a distance of 481.18 feet; thence run N 30 degrees 55'00" E for a distance of 81.93'; thence run N 79 degrees 25'00" E for a distance of 128.06' to the point of beginning; thence run N 79 degrees 25'00" E for a distance of 161.08'; thence run N 10 degrees 35'00" W for a distance of 86.00'; thence run N 71 degrees 30'45" W for a distance of 150.14' to a point on the southeasterly right-of-way of Acton Road. Sid point being located on a curve to the right having a central angle of 05 degrees 10'22" and a radius of 1216.77' and a chord bearing of S 22 degrees 34'03" W; thence run along the arc of said curve for a distance of 109.85'; thence run S 34 degrees 50'46" for a distance of 73.50' to the point of beginning.

APPROVED and ADOPTED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

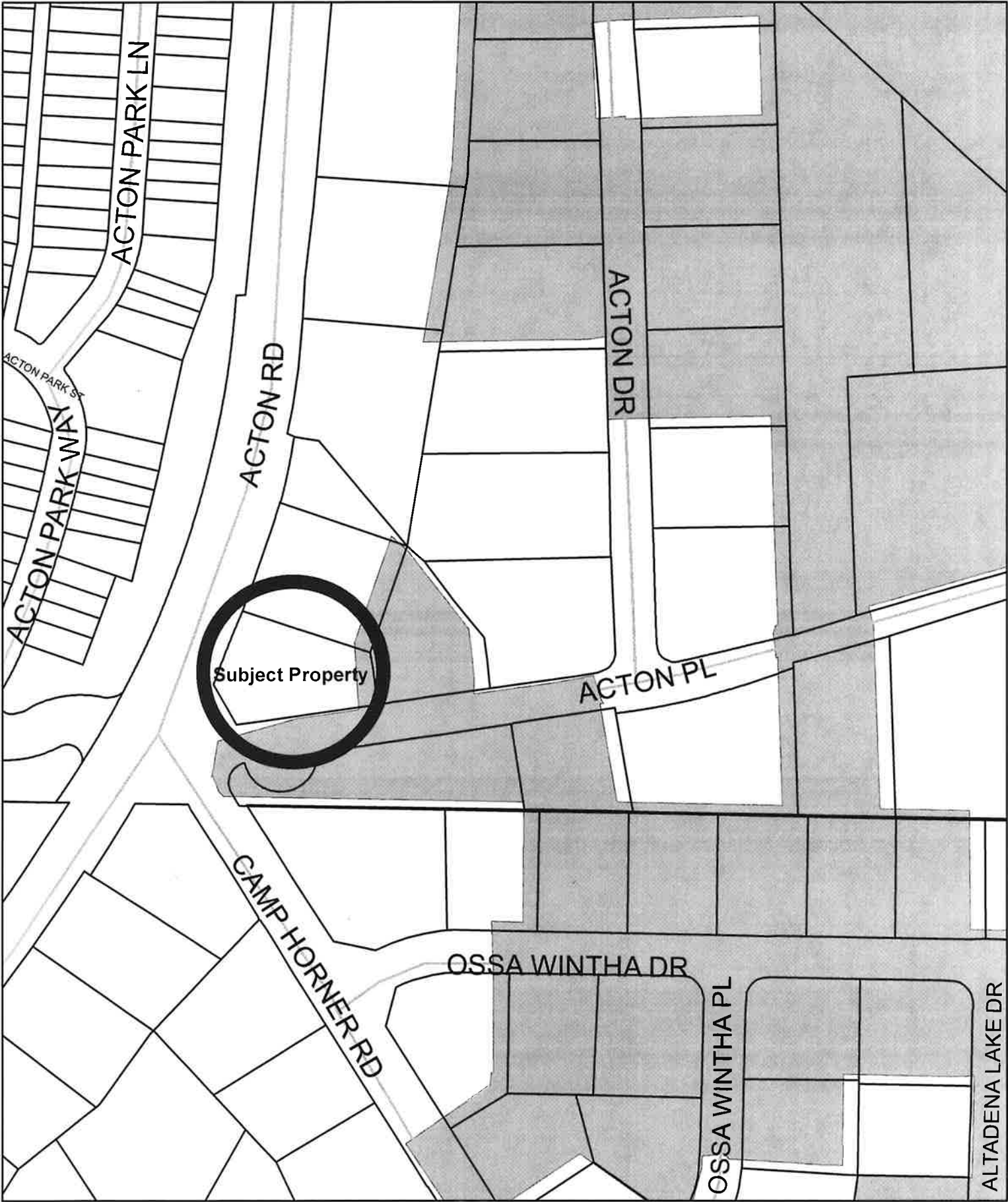
CERTIFICATION:

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 # 2890 is a true and correct copy of such 25th 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

2790 Acton Place



Legend

 Vestavia_Hills_City_Limits

City of Vestavia Hills
Department of GIS
April 24, 2019



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

Date: **OCTOBER 10, 2019**

- **CASE: P-1019-47**
- **REQUESTED ACTION:** Rezoning JC R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 2790 Acton Pl.
- **APPLICANT/OWNER:** Hugh R. Humphrey
- **GENERAL DISCUSSION:** This is a rezoning of annexed property on Acton Place from JC R-1 to VH R-2. Property was annexed overnight by Ordinance 2863 on 8/12/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for low density residential.
- **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.

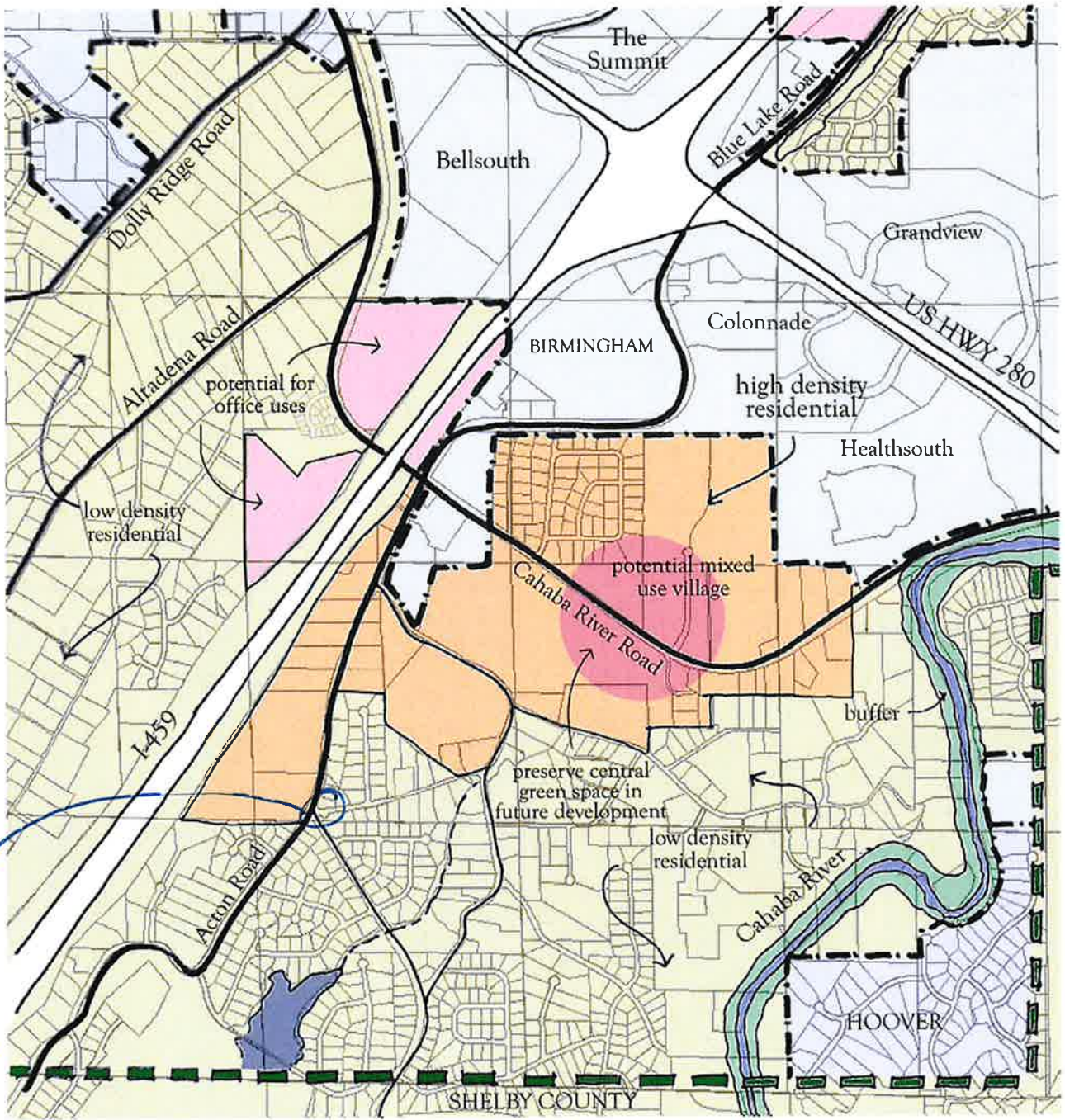
MOTION Ms. Cobb made a motion to recommend Rezoning from JC R-1 to Vestavia Hills R-2 for the property located At 2790 Acton Pl. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes

Mr. Romeo – yes
Mr. Sykes – yes

Ms. Cobb – yes
Mrs. Barnes – yes
Motion carried.

Mr. Larson – yes



Subject Parcel

Figure 22: Cahaba River Road / Acton Road East
Land Use Analysis

<ul style="list-style-type: none"> Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space. Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces. Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space. Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered. 	<ul style="list-style-type: none"> Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space. Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses. Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users. Schools - School facilities administered by the Vestavia Hills School System.
--	--

ORDINANCE NUMBER 2891

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

WHEREAS, on the 12th day of August, 2019, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2606 Acton Road
Lot 5, Altadena Valley Country Club
Mark and Jennifer Weldon, Owner(s)

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

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

ADOPTING and APPROVED this the 25th 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 # 2891 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 25th 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

PARCEL #: 28 00 33 4 001 008.000
OWNER: WELDON MARK W & JENNIFER S TRUSTEE - WELDON LIVING..
ADDRESS: 2606 ACTON ROAD BIRMINGHAM AL 35243
LOCATION: 2606 ACTON RD BIRMINGHAM AL 35243

[111-B-] Baths: 3.0 H/C Sqft: 2,706
 18-036.0 Bed Rooms: 4 Land Sch: A116
 Land: 50,200 Imp: 230,100 Total: 280,300
 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2018

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

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE: X
 EXEMPT CODE: 5-5 DISABILITY CODE:
 MUN CODE: 02 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$248,700.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$50,160
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 UTILITY STEELOR 26SAPFA \$900
 BLDG 001 111 \$229,200
 TOTAL MARKET VALUE [APPR. VALUE: \$280,300]: \$280,260
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$28,040	\$182.26	\$28,040	\$182.26	\$0.00
COUNTY	3	2	\$28,040	\$378.54	\$28,040	\$378.54	\$0.00
SCHOOL	3	2	\$28,040	\$229.93	\$28,040	\$229.93	\$0.00
DIST SCHOOL	3	2	\$28,040	\$0.00	\$28,040	\$0.00	\$0.00
CITY	3	2	\$28,040	\$0.00	\$28,040	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$28,040	\$143.00	\$28,040	\$143.00	\$0.00
SPC SCHOOL2	3	2	\$28,040	\$471.07	\$28,040	\$471.07	\$0.00

ASSD. VALUE: \$28,040.00 **\$1,404.80** **GRAND TOTAL: \$0.00**
FULLY PAID

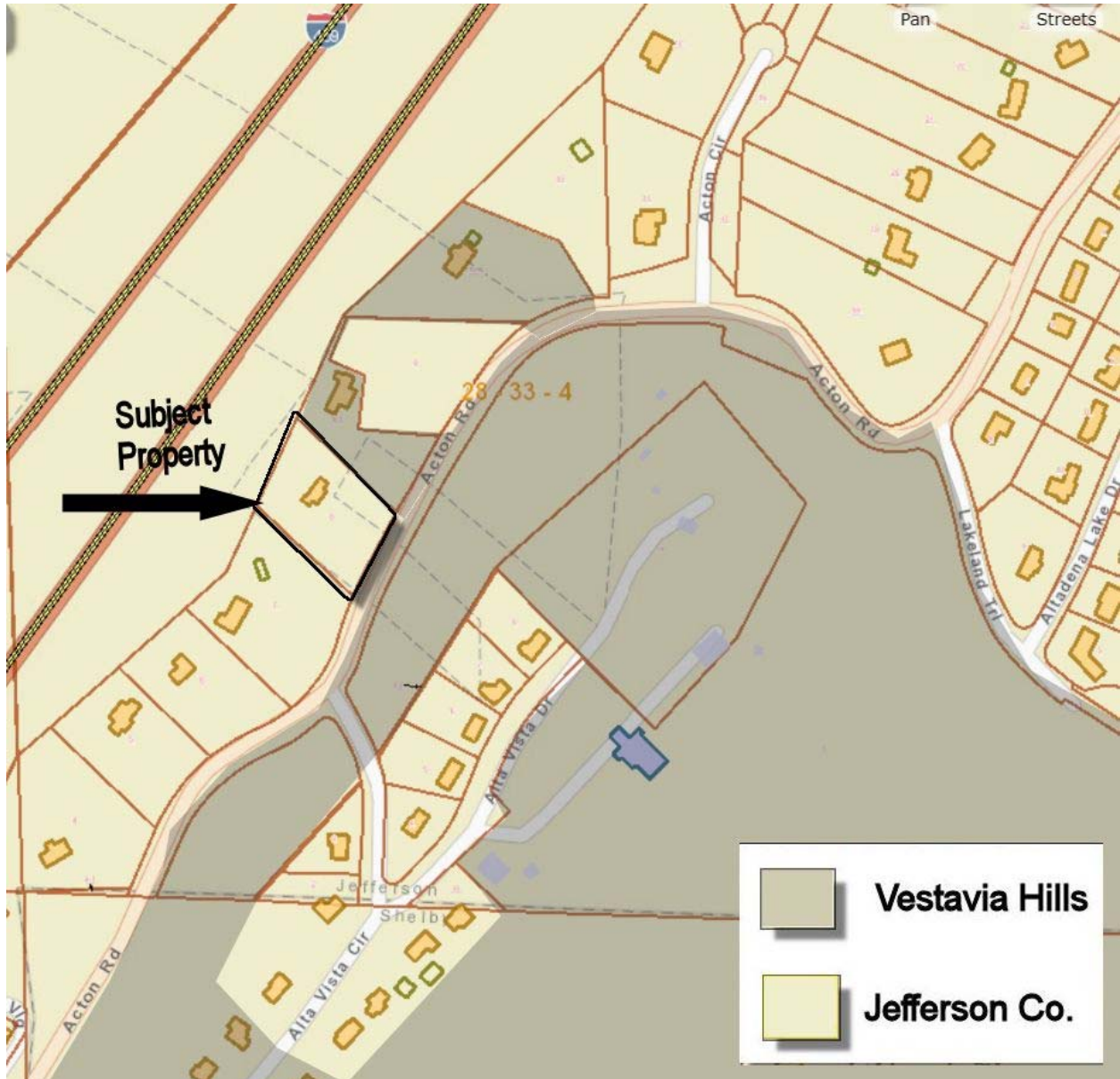
DEEDS

INSTRUMENT NUMBER

[2016105347](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
9/12/2016		2018		\$0.00
		2017		\$0.00
	12/19/2016	2016	JENNIFER S WELDON	\$2,491.97
	1/8/2016	2015	-	\$2,491.97
	12/5/2014	2014	MARK W. OR JENNIFER S. WELDON	\$2,325.61
	10/22/2013	2013	-	\$2,460.88
	12/28/2012	2012	DCS PROPERTIES LLC	\$2,460.88



Annexation Committee Petition Review

Property: 2606 Acton Road

Owners: Mark and Jennifer Weldon

Date: 06-20-2019

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 \$28,260. 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 8 Number in city 2
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: 2606 Acton 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: FRD - possibly exceeds 150' from road. Turn access discussed and requested for fire vehicles

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

Other Comments: Drainage pipe under driveway needs maintenance
Property is tax exempt, owner plans to sell the home.



George Pierce
Chairman 6-21-19

EXHIBIT "C"

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

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

Location: 2606 Acton Road

Engineering:

Date: 12/20/18 Initials: C. Brady

2606 Acton Road -- no significant concerns noted; Acton Road is a Jefferson County maintained roadway; driveway to home is 9' wide and exceeds distance from roadway that may limit emergency vehicle access to home; drainage pipe under driveway may need maintenance and follow up inspection, it was filled with leaves at time of initial inspection.

Board of Education:

Date: 12/20/18 Initials: S Bendall per email

Comments: N/P

Police Department:

Date: 12/28/18 Initials: CSN

Comments: No concern

Fire Department:

Date: 12/28/2018 Initials: (SR)

Comments: Possibly exceeds 150' per city ordinance.
No other concerns.

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 10-18-2018

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

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

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

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

EMAIL weldonjen1@gmail.com

PHONE (205) 913-3384 (cell)
(205) 490-6412 (home)

EXHIBIT "A"

LOT: 5

BLOCK: —

SURVEY: _____

RECORDED IN MAP BOOK 64, PAGE 25 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: A1

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Altadama valley Country Club Fairway
sector

subdivision

parcel # 2800334001008.000

ROW in 459

207.2X 290S 1RR

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Jennifer S. Helder</u>	Lot <u>5</u> Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

JEFFERSON COUNTY

_____ 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.

Jennifer S. Helder
Signature of Certifier

Subscribed and sworn before me this the 26th day of October, 2018.

Kay Russon
Notary Public



My commission expires: **My Commission Expires November 8, 2020**

My Commission Expires November 8, 2020

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): Jennifer S. Weldon

Address: 2606 Acton Road

City: Birmingham State: AL Zip: 35243

Information on Children:

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

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

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

Rebecca Leavings

From: Jennifer. S. Weldon <weldonjen1@gmail.com>
Sent: Friday, October 26, 2018 11:49 AM
To: Mark Weldon; Rebecca Leavings
Subject: Application request for 2606 Acton Road into Vestavia.

To: Rebecca Leavings, Committee and Council

I would like to submit my thoughts on annexing for you to consider as you evaluate my request for annexing my property into Vestavia Hills. My Dad had this house built in the '60's. I moved back here after my parents passed away in 2012 and 2014. I have always felt more a part of the Vestavia community having attended events at the community center throughout the years and at the library and parks more recently with my grandchildren. The post office and most all my mail is addressed as Vestavia. Unfortunately for me, the house is 2 story and the stairs make it not a great retirement home for my husband and myself. My son already owns his home in Vestavia and my daughter owns property in Hoover so neither are interested in the property. The house would be attractive to a family with children so our hope is to make it most attractive to a new family with young children who can enjoy the schools, recreational and community centers which are easily accessible to our location.

2606 Acton Road is a desirable property. It has a spacious lot with a tall oak canopy. Woods between homes give a sense of privacy yet it's just a short walk to our next door neighbor. Ours is a roomy well built home that's been updated inside and out. We are hopeful that a young family will love it as much as we have and enjoy all it has to offer.

Thank you for your consideration.

Jennifer Schmittou Weldon

To: Rebecca Leavings, Committee and Council

I would like to submit my thoughts on annexing for you to consider as you evaluate my request for annexing my property into Vestavia Hills. My Dad had this house built in the '60's. I moved back here after my parents passed away in 2012 and 2014. I have always felt more a part of the Vestavia community having attended events at the community center throughout the years and at the library and parks more recently with my grandchildren. The post office and most all my mail is addressed as Vestavia. Unfortunately for me, the house is 2 story and the stairs make it not a great retirement home for my husband and myself. My son already owns his home in Vestavia and my daughter owns property in Hoover so neither are interested in the property. The house would be attractive to a family with children so our hope is to make it most attractive to a new family with young children who can enjoy the schools, recreational and community centers which are easily accessible to our location.

2606 Acton Road is a desirable property. It has a spacious lot with a tall oak canopy. Woods between homes give a sense of privacy yet it's just a short walk to our next door neighbor. Ours is a roomy well built home that's been updated inside and out. We are hopeful that a young family will love it as much as we have and enjoy all it has to offer.

Thank you for your consideration.

Jennifer Schmittou Weldon



ORDINANCE NUMBER 2892

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

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County Agri (agriculture district) to Vestavia Hills A (agriculture district):

2606 Acton Road
Lot 5, Altadena Valley Country Club
Mark and Jennifer Weldon, Owners

APPROVED and ADOPTED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

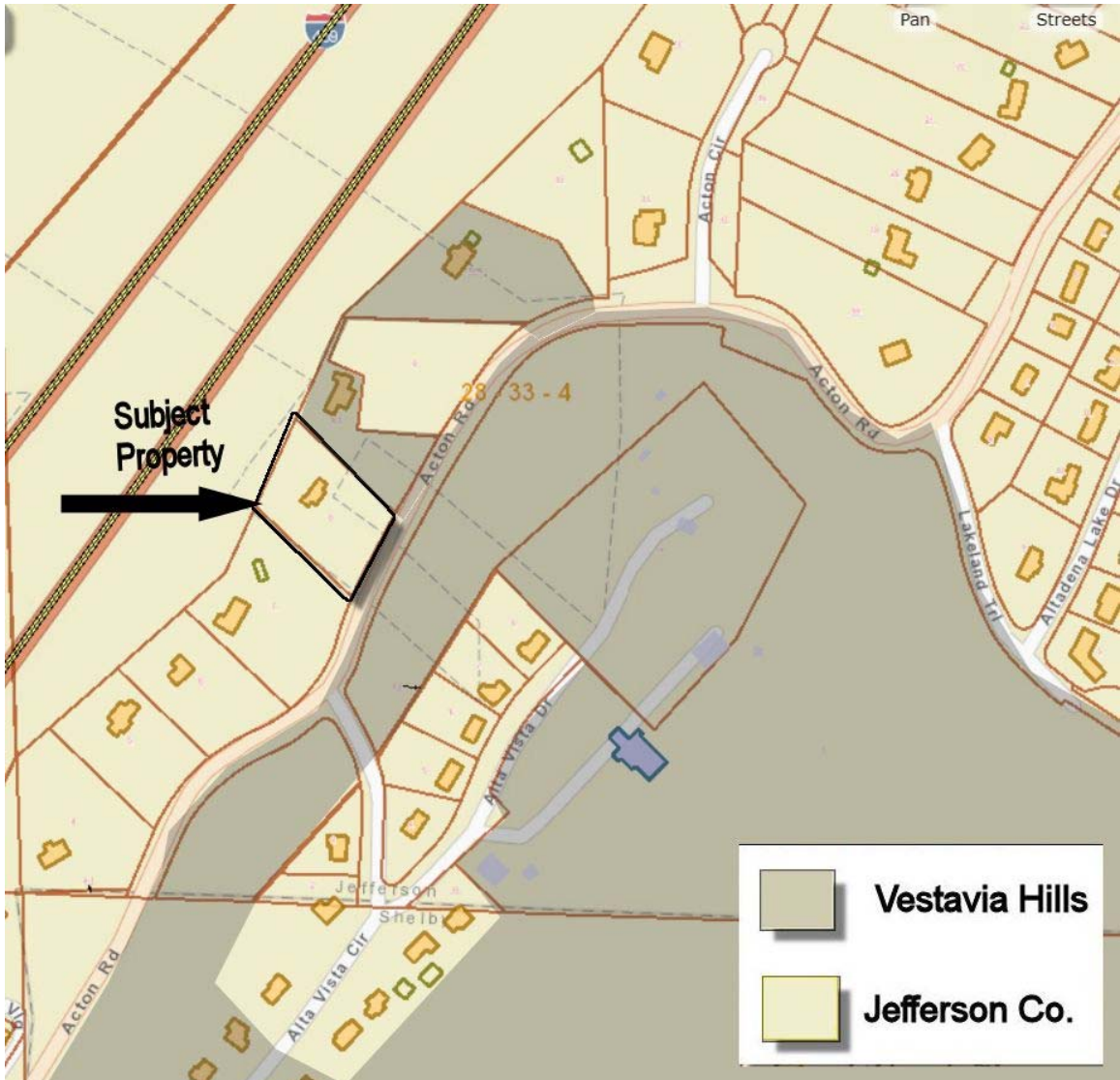
Rebecca Leavings
City Clerk

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 # 2892 is a true and correct copy of such 25th 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



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

Date: **OCTOBER 10, 2019**

- **CASE: P-1019-49**
- **REQUESTED ACTION:** Rezoning JC A-1 to Vestavia Hills Agriculture
- **ADDRESS/LOCATION:** 2606 Acton Rd.
- **APPLICANT/OWNER:** Jennifer S. Weldon
- **GENERAL DISCUSSION:** This is a rezoning of annexed property on Acton Rd. from JC A-1 to VH Agriculture. Property was annexed overnight by Ordinance 2862 on 8/12/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for low density residential.
- **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.

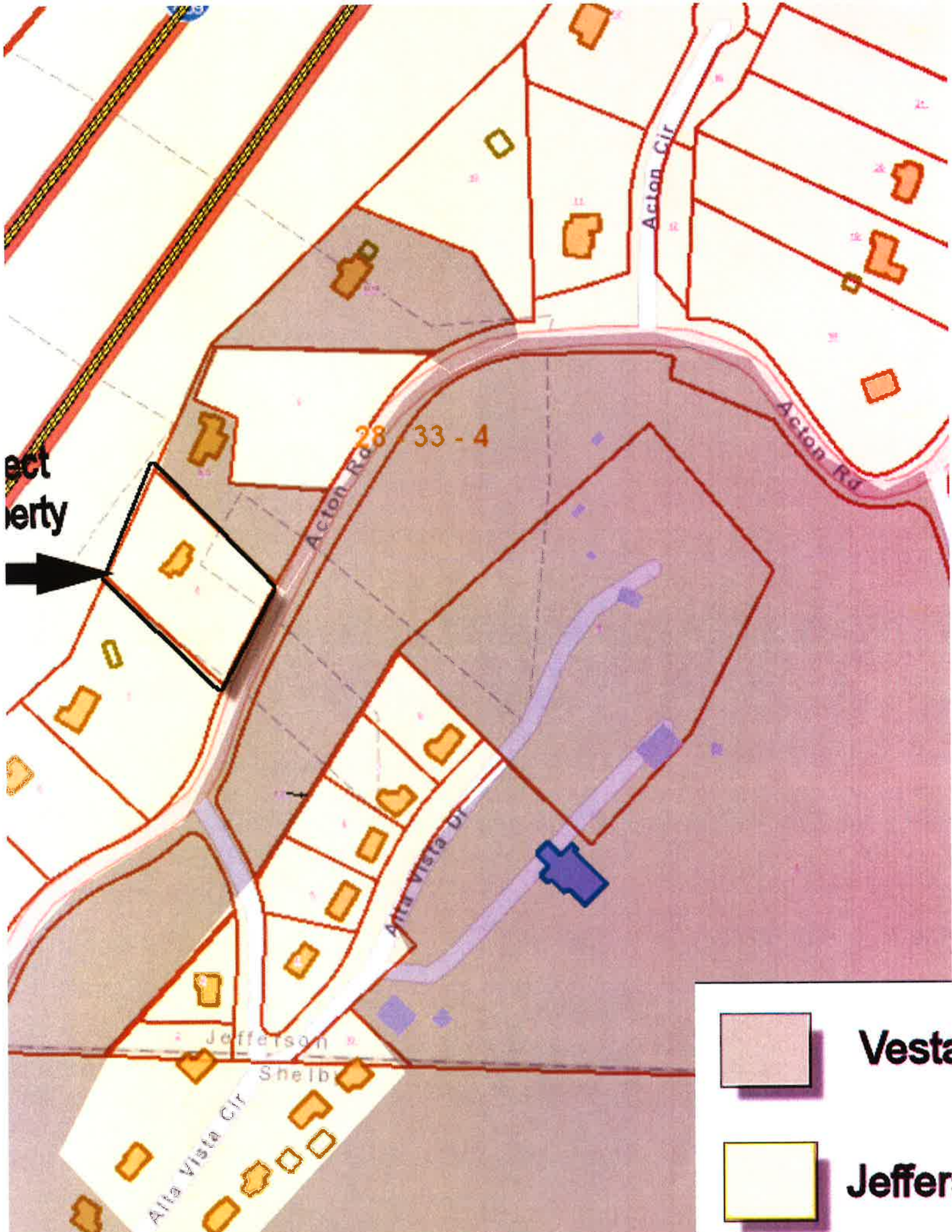
MOTION Mr. Sykes made a motion to recommend Rezoning from JC A-1 to Vestavia Hills Agriculture for the property located At 2606 Acton Rd. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

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

Mr. Sykes– yes
Mr. Larson – yes



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erty



28 33 - 4

Jefferson

Shelb

Alta Vista Cir

Alta Vista Dr

Acton Cir

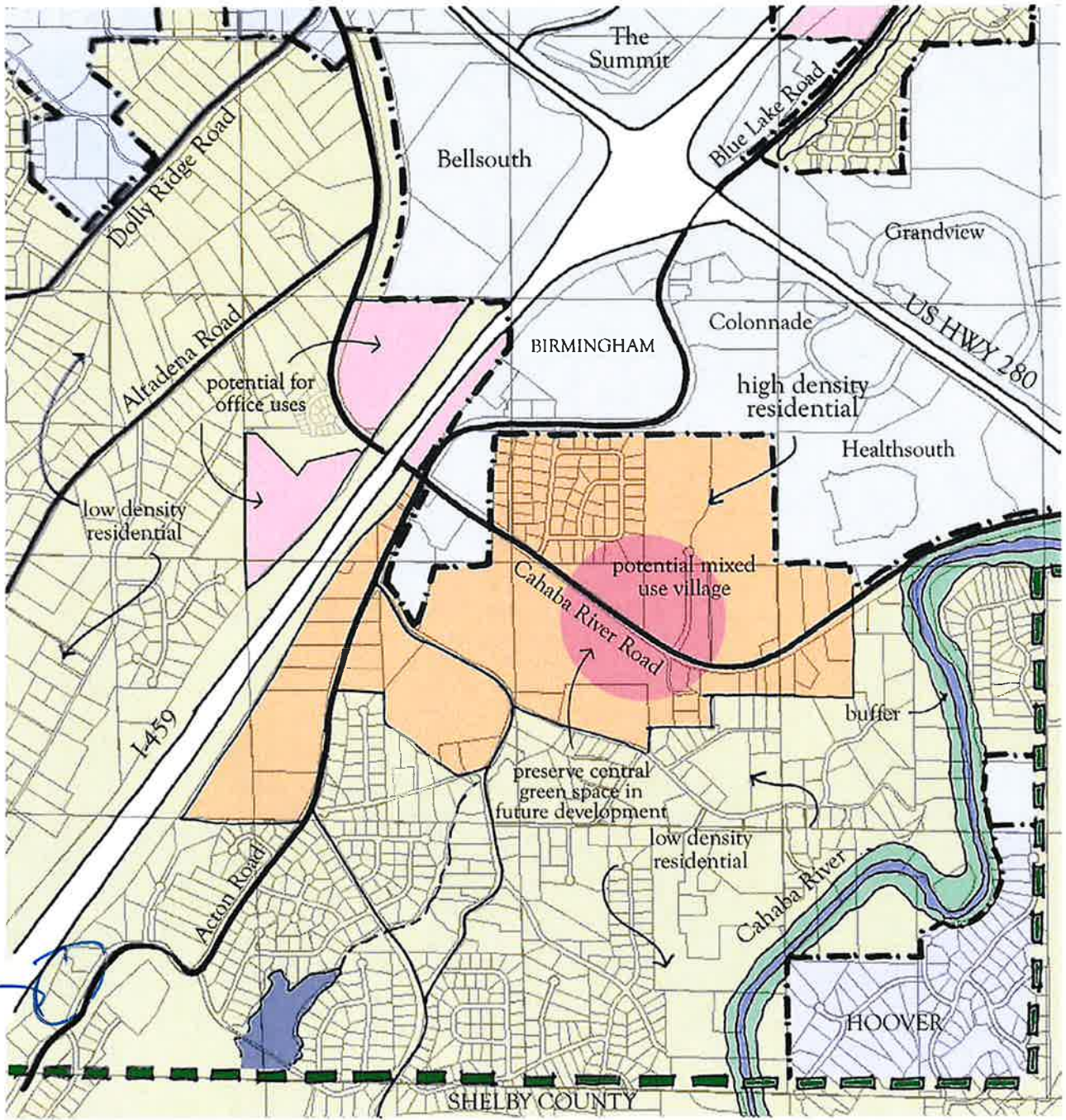
Acton Rd



Vesta

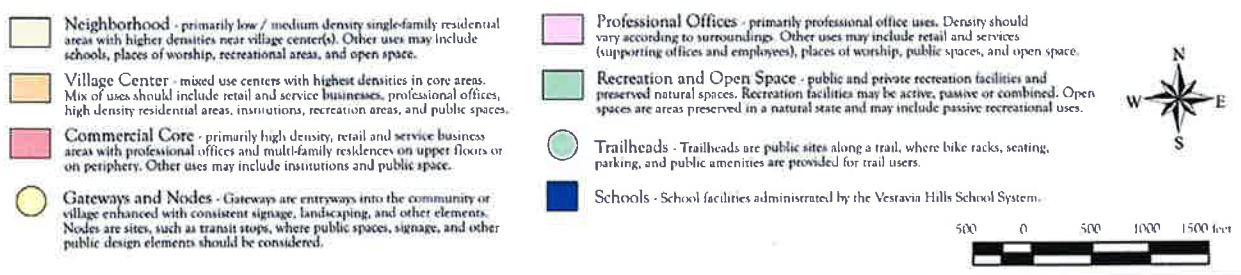


Jeffer



Subject Parcel

Figure 22: Cahaba River Road / Acton Road East
Land Use Analysis



ORDINANCE NUMBER 2893

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

WHEREAS, on the 12th day of August, 2019, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2429 Kenvil Circle
Lot 36, Resurvey of Lots 18, 19, 20, 33, 34, 46, 47 and 48, Buckhead, 2nd Sector
, Owner(s)

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

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

ADOPTING and APPROVED this the 25th 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 # 2893 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 25th 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

2429 Kenvil Circle

2429 Kenvil Circle



Legend

 Vestavia_Hills_City_Limits

City of Vestavia Hills
Department of GIS
May 16, 2019



PARCEL #: 40 00 05 2 001 012.000
OWNER: ENNIS WILLIAM MCGRATH
ADDRESS: 2429 KENVIL CIR VESTAVIA AL 35243-2803
LOCATION: 2429 KENVIL CIR BHAM AL 35243

[111-D+] Baths: 2.0 H/C Sqft: 1,352
 18-015.0 Bed Rooms: 3 Land Sch: L1
 Land: 123,400 Imp: 106,600 Total: 230,000
 Acres: 0.000 Sales Info: 06/01/2010
\$232,500

<< 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: 02 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
 CLASS USE: FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$221,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$123,380
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 BLDG 001 111 \$106,600
 TOTAL MARKET VALUE [APPR. VALUE: \$230,000]: \$229,980
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$23,000	\$149.50	\$4,000	\$26.00 \$123.50
COUNTY	3	2	\$23,000	\$310.50	\$2,000	\$27.00 \$283.50
SCHOOL	3	2	\$23,000	\$188.60	\$0	\$0.00 \$188.60
DIST SCHOOL	3	2	\$23,000	\$0.00	\$0	\$0.00 \$0.00
CITY	3	2	\$23,000	\$0.00	\$0	\$0.00 \$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00 \$0.00
SPC SCHOOL1	3	2	\$23,000	\$117.30	\$0	\$0.00 \$117.30
SPC SCHOOL2	3	2	\$23,000	\$386.40	\$0	\$0.00 \$386.40

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$23,000.00

\$1,152.30

GRAND TOTAL: \$1,104.30

FULLY PAID

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
2018129832	12/18/2018	12/31/2018	2018	WILLIAM ENNIS	\$1,104.30
201005-24788	06/21/2010	11/29/2017	2017		\$1,062.22
3969-267	12/27/1990	12/28/2016	2016	-	\$1,019.13
		12/22/2015	2015	ENNIS WILLIAM	\$1,019.13
		12/19/2014	2014	WILLIAM MCGRATH ENNIS	\$1,055.20
		1/11/2014	2013	WILLIAM MCGRATH ENNIS	\$1,011.11
		12/31/2012	2012	ENNIS WILLIAM MCGRATH	\$1,010.62
		20111231	2011	***	\$1,019.13
		20101231	2010	***	\$1,019.13
		20091231	2009	***	\$1,019.13

Annexation Committee Petition Review

Property: 2429 Kenvil Circle

Owners: William Ennis

Date: 06-20-2019

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 \$229,780. 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 13 Number in city 8
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: 2429 Kenvil Circle


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

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

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

11. Information on children: Number in family 3; Plan to enroll in VH schools Yes No _____ Comments: _____

Other Comments: _____


George Pierce
Chairman 6-21-19

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: 2429 Kenvil Circle

Engineering; Public Services

Date: 5/24/19 Initials: CB

2429 Kenvil Circle -- no significant concerns noted; the roadway is more narrow than typical City subdivision standards (16' wide), but majority of subdivision is already within the City and City does perform maintenance along this street; existing 12" concrete pipe within the roadway at this property also does not meet minimum City standards, but appears to be in good condition and perform adequately.

Police Department:

Date: 5/28/19 Initials: AW

Comments: No issues

Fire Department:

Date: 5/30/19 Initials: CV

Comments: No issues

Board of Education:

Date: 5/17/19 Initials: SB via email

Rebecca, Comments: _____

Thank you for the info. This seems to be smaller annexations which should not affect school enrollment beyond what is expected. As a system we would like to keep an eye on the subdivision of properties into multiple properties, thus allowing more dwellings to be built than what is originally intended.

Thank you,
Steve

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: March 13, 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.

Contacts

Frank Ennis (205) 907-9953 ennis006@yahoo.com
Lacey Phillips (205) 903-8516 lacey@restructureco.com

EXHIBIT "A"

LOT: 36

BLOCK: _____

SURVEY: Resurvey of Lots 18, 19, 20, 33, 34, 46, 47, and 48 Buckhead, Second Sector

RECORDED IN MAP BOOK 33, PAGE 22 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-2

COMPATIBLE CITY ZONING: E-2

LEGAL DESCRIPTION (METES AND BOUNDS):


Lot 36 according to resurvey of Lots 18, 19, 20, 33, 34, 36, 37, 46, 47 and 48 Buckhead,
Second Sector as recorded in Map Book 33, Page 22 in the Probate Office of Jefferson County, Alabama.

Parcel ID Number: 01-40-00-05-2-001-012.000

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 <u>36</u> Block _____ Survey <u>Resurvey of Lots 18, 19, 20, 33, 34, 46, 47, and 48 Buckhead, Second Sector</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Grath Ennis, Trustee 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 6th day of March, 2019.



Notary Public

My commission expires: _____

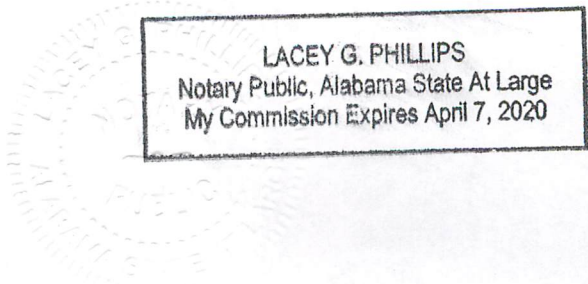


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Grath Ennis, as Trustee for the Ennis Living Trust, dated 12/18/2018

Address: 2429 Kenvil Circle

City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Bristol Marie Murray	8	2nd	✓	
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". Day 1 of the 2019-2020 school year

ORDINANCE NUMBER 2894

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

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

2429 Kenvil Circle
Lot 36, Resurvey of Lots 18, 19, 20, 33, 34, 46, 47 and 48, Buckhead, 2nd Sector
William Ennis, Owner

APPROVED and ADOPTED this the 25th 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 # 2894 is a true and correct copy of such 25th 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

2429 Kenvil Circle

2429 Kenvil Circle



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

Date: **OCTOBER 10, 2019**

- **CASE: P-1019-51**
- **REQUESTED ACTION:** Rezoning JC E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 2429 Kenvil Cir.
- **APPLICANT/OWNER:** William Ennis
- **GENERAL DISCUSSION:** This is a rezoning of annexed property on 2429 Kenvil Cir. from JC E-2 to VH R-21. Property was annexed overnight by Ordinance 2864 on 8/12/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for low density residential.
- **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 JC E-2 to Vestavia Hills R-1 for the property located At 2429 Kenvil Cir. Second was by Ms. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes

Mr. Romeo – yes
Mr. Sykes – yes


Ms. Cobb – yes
Mrs. Barnes – yes
Motion carried.

Mr. Larson – yes

2429 Kenvil Circle



Legend

 Vestavia_Hills_City_Limits

City of Vestavia Hills
Department of GIS
May 16, 2019



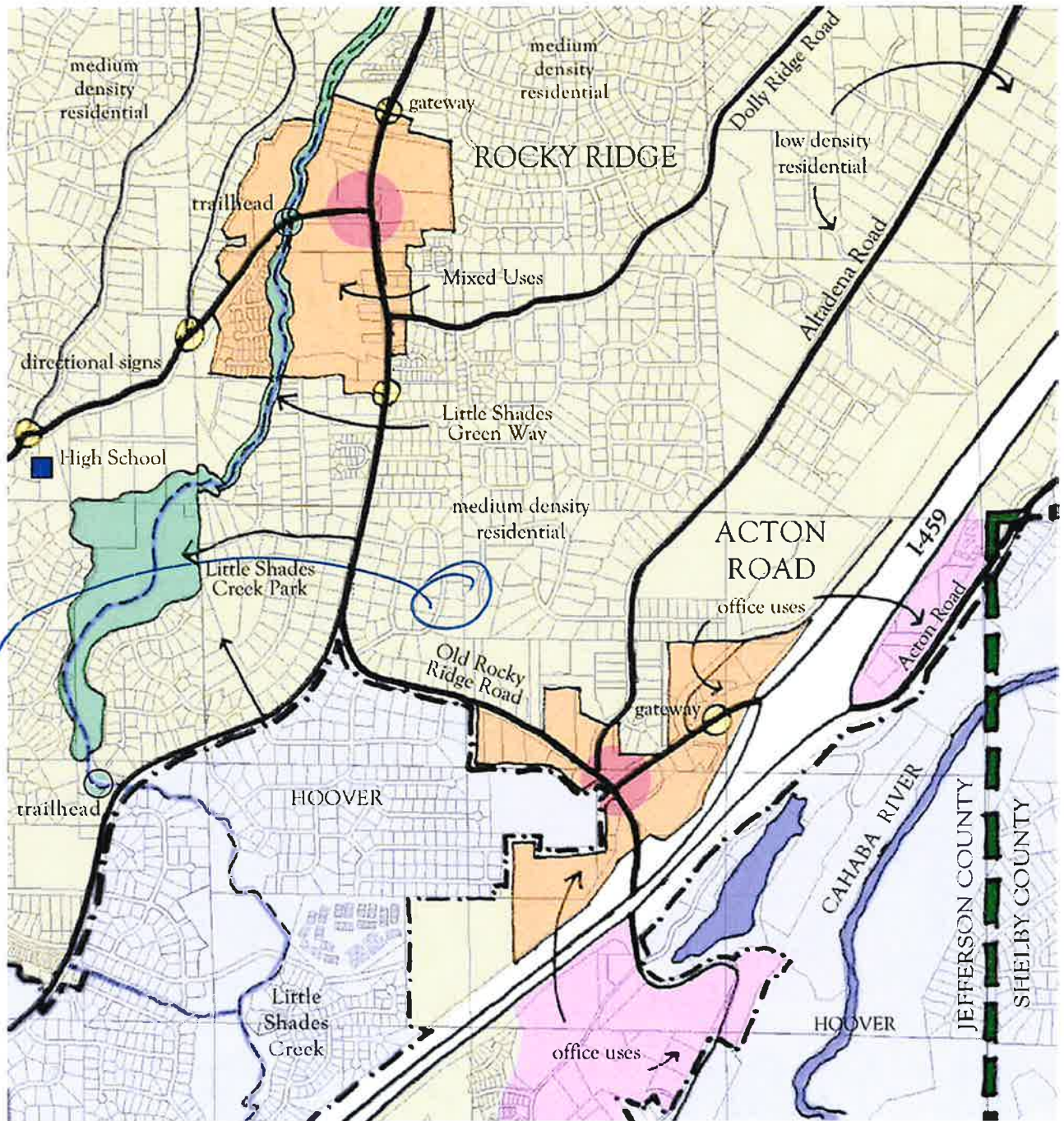


Figure 21: Rocky Ridge Road / Acton Road West
Land Use Analysis

- Neighborhood** - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center** - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core** - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes** - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.
- Professional Offices** - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space** - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads** - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools** - School facilities administered by the Vestavia Hills School System.



ORDINANCE NUMBER 2895

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

WHEREAS, on the 12th day of August, 2019, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2645 Alta Glen Drive
Paul and Gloria Russell

More particularly described as follows:

Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particular described as follows:

From the NE corner of said SW $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 33, run in a Westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 351.77 feet, more or less, to a point on the SE right-of-way line of Alta Glen Drive; thence turn an angle to the left of 63 degrees 23 minutes and run in a Southwesterly direction along the SE right-of-way line of Alta Glen Drive for a distance of 75.0 feet to an existing iron pin; thence continue in a Southwesterly direction along the last mentioned course and along the SE right-of-way of Alta Glen Drive for a distance of 215.5 feet to an existing iron pin; thence continue in a Southwesterly direction along the SE right-of-way line of Alta Glen Drive for a distance of 217.15 feet to an existing #5 iron rebar being the point of beginning; thence continue in a Southwesterly direction along the SE right-of-way line of Alta Glen Drive for a distance of 445.51 feet to an existing iron rebar set by Weygand; thence

turn an angle to the left of 85 degrees 29 minutes 05 seconds and run Southeasterly direction for a distance of 350.00 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 94 degrees 23 minutes 01 seconds and run in an Northeasterly direction for a distance of 472.88 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90 degrees 06 minutes 11 seconds and run in a Northwesterly direction for a distance of 350.0 feet, more or less, to the point of beginning.

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

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

ADOPTING and APPROVED this the 25th 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 # 2895 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 25th 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

2645 Alta Glen Drive

2645 Alta Glen Drive



Legend

 Vestavia_Hills_City_Limits

City of Vestavia Hills
Department of GIS
April 24, 2019



PARCEL #: 28 00 33 1 001 005.001
OWNER: MILES VICK ADAIR(1/2INT) & MILES AUSTIN BRANTLEY..
ADDRESS: 2680 ALTA GLEN DR VESTAVIA AL 35243
LOCATION: 2645 ALTA GLEN DR BHAM AL 35243

[111-B0] Baths: 3.0 H/C Sqft: 2,789
 18-013.0 Bed Rooms: 4 Land Sch: A414
 Land: 282,800 Imp: 186,800 Total: 469,600
 Acres: 0.000 Sales Info: 04/16/2018
\$450,000

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

Tax Year : 2018

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

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: 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
 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$478,100.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$282,780
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
 UTILITY WOOD OR 26WCCAV \$800
 BLDG 001 111 \$186,000
CLASS 3
 TOTAL MARKET VALUE [APPR. VALUE: \$469,600]: \$469,580
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$93,920	\$610.48	\$0	\$0.00	\$610.48
COUNTY	2	1	\$93,920	\$1,267.92	\$0	\$0.00	\$1,267.92
SCHOOL	2	1	\$93,920	\$770.14	\$0	\$0.00	\$770.14
DIST SCHOOL	2	1	\$93,920	\$0.00	\$0	\$0.00	\$0.00
CITY	2	1	\$93,920	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$93,920	\$478.99	\$0	\$0.00	\$478.99
SPC SCHOOL2	2	1	\$93,920	\$1,577.86	\$0	\$0.00	\$1,577.86

**** DELINQUENT ****

TOTAL FEE & INTEREST: (Detail) \$52.99

ASSD. VALUE: \$93,920.00

\$4,705.39

GRAND TOTAL: \$4,758.38

FULLY PAID

DEEDS

INSTRUMENT NUMBER

[2018039580](#)
[201512300113773](#)
[200512-5381](#)

DATE

4/16/2018
 11/16/2015
 07/29/2005

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
2/1/2019	2018	RUSSELL PAUL E	\$4,758.38
12/15/2017	2017	AUDREY V MILES TTEE VICK ADAIR MILES TTEE	\$4,790.56
11/18/2016	2016	MILES VICK ADAIR	\$4,536.05
11/18/2015	2015	-	\$1,947.21
10/21/2014	2014	-	\$1,907.10
11/19/2013	2013	-	\$1,907.10

Annexation Committee Petition Review

Property: 2645 Alta Glen Drive

Owners: Paul and Gloria Russell

Date: 06-20-2019

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 Road narrow & in poor to fair condition

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of _____ . Meets city criteria: Yes No
 Comment: \$469,580.00
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 17/10 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: 2645 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: _____
Road is narrow. Road improvements should be made during construction

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

Other Comments: _____
Developer plans to subdivide lot into 3 est lots



George Pierce
Chairman

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: 2645 Alta Glen Drive

Engineering; Public Services

Date: 5/24 Initials: CBradley

2645 Alta Glen Drive -- no significant concerns noted; this roadway and other area roadways are narrow and in poor to fair condition; as part of development of this property, we would ask developer 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: 5/28/15 Initials: dm

Comments: No issues

Fire Department:

Date: 5/30/19 Initials: cv

Comments: No issues

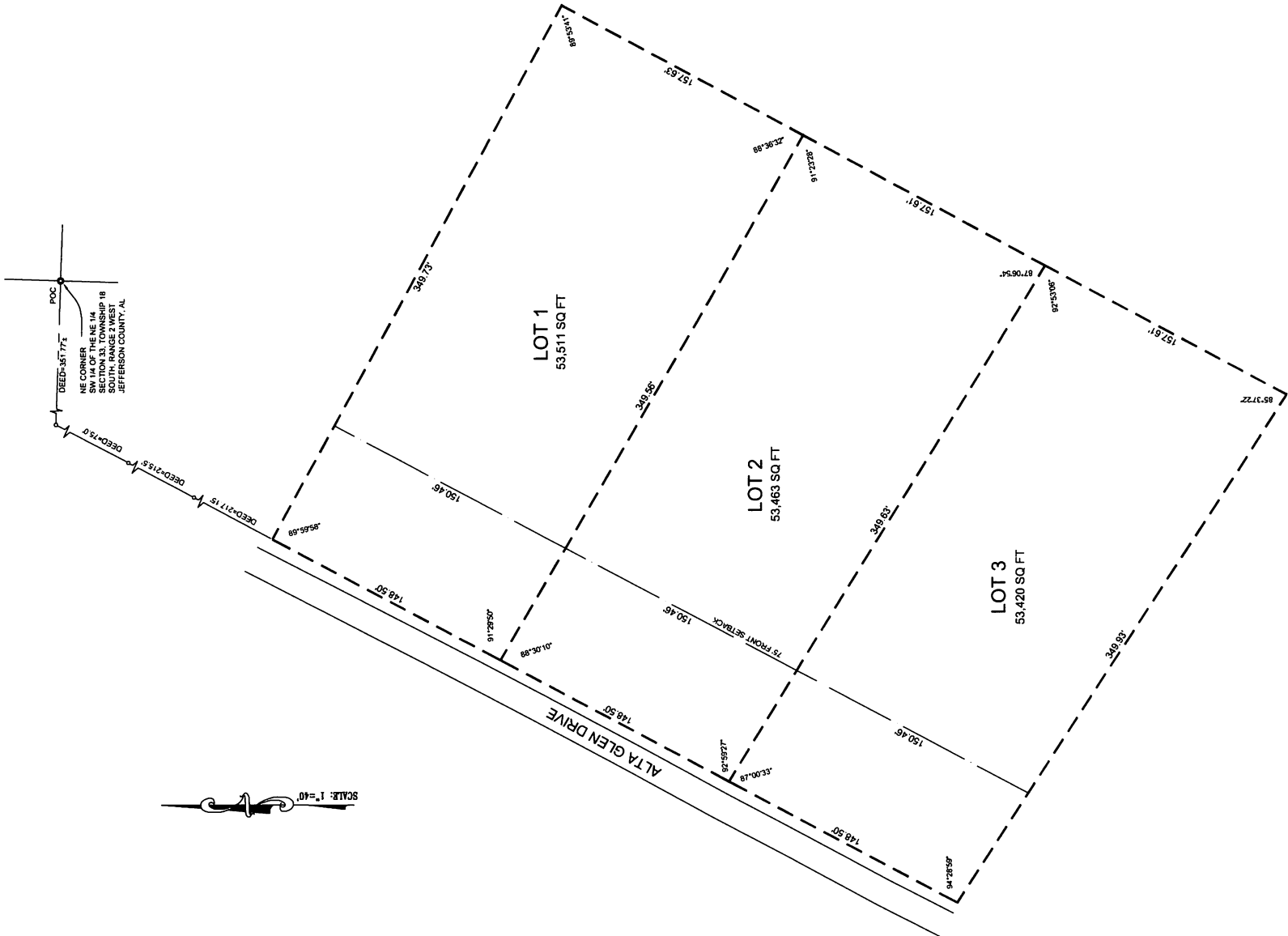
Board of Education:

Date: 5/17/19 Initials: SB via email

Rebecca, _____
Comments: _____

Thank you for the info. This seems to be smaller annexations which should not affect school enrollment beyond what is expected. As a system we would like to keep an eye on the subdivision of properties into multiple properties, thus allowing more dwellings to be built than what is originally intended.

Thank you, _____
Steve



POC
 DEED-58777-2
 NE CORNER
 SW 1/4 OF THE NE 1/4
 SECTION 33, TOWNSHIP 18
 SOUTH, RANGE 2 WEST
 JEFFERSON COUNTY, AL

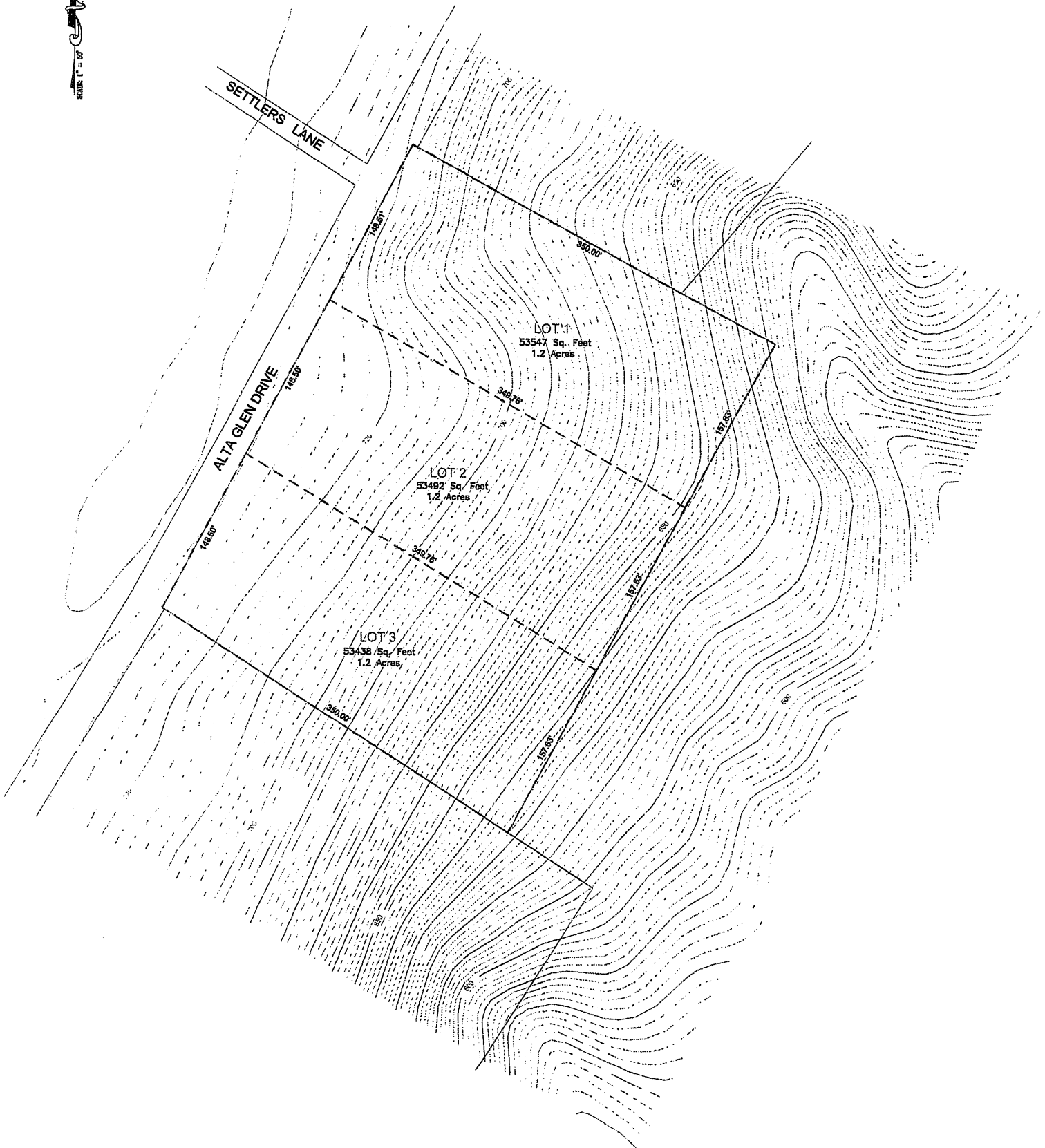
SCALE: 1"=40'

PROPOSED LOT LAYOUT
 (THIS IS NOT A SURVEY)
 PART OF THE SW 1/4 OF THE NE 1/4 OF
 SECTION 33, TOWNSHIP 18 SOUTH, RANGE 2 WEST,
 JEFFERSON COUNTY, ALABAMA

PREPARED BY: SURVEYING SOLUTIONS, INC. PREPARED FOR: PETE RUSSELL
 2232 CAMABA VALLEY DRIVE SUITE M 5971 CHALKVILLE MOUNTAIN LANE SUITE D
 BIRMINGHAM, AL 35242 BIRMINGHAM, AL 35235
 (205) 991-8865 (205) 222-2873

SCALE: 1" = 40' JOB NO. 212659 DATE: 12-5-2018

WACD\SURDIVISION\JEFFERSON COUNTY\RUSSELL PROPERTY\RUSSELL LOT LAYOUT



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: January 16, 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.

Contact: Allison West
(205) 240-0464
mallisonwest@gmail.com

Pete Russell
222-2873
peterussell@Albstate.com

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>Paul E Russell</u>	<u>_____</u> Lot <u>_____</u> Block <u>_____</u> Survey <u>_____</u> -metes & bounds attached see "Exhibit A".
<u>_____</u>	<u>_____</u> Lot <u>_____</u> Block <u>_____</u> Survey <u>_____</u>
<u>_____</u>	<u>_____</u> Lot <u>_____</u> Block <u>_____</u> Survey <u>_____</u>

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

STATE OF ALABAMA

Jefferson COUNTY

Paul E. Russell 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.

Paul E Russell
Signature of Certifier

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

Cathy D. McLean
Notary Public

My commission expires: 7-30-21

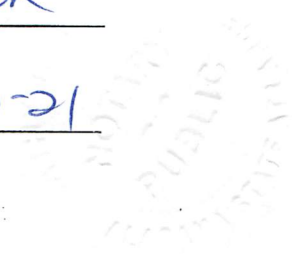


EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

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

COUNTY ZONING: JC E-1

COMPATIBLE CITY ZONING: VH E-2

LEGAL DESCRIPTION (METES AND BOUNDS):

Com At Int of S Line of Ne 1/4 and Se R/W Alta Glen Dr
The Ne Alg Said Rd 500ft S to Pob Cont Ne Alg Rd 450ft
S Se 350ft S Sw 450ft S Nw 350ft S To Pob

EXHIBIT "B"

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

(To be completed by the City)

Date of Annexation Petition January 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): Paul E Russell
 Address: 2645 Alta Glen Drive
 City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	<u>none</u>				<u>X</u>
2.					
3.					
4.					
5.					
6.					

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

ORDINANCE NUMBER 2896

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

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

2645 Alta Glen Drive
Paul and Gloria Russell

More particularly described as follows:

Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particular described as follows:

From the NE corner of said SW $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 33, run in a Westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 351.77 feet, more or less, to a point on the SE right-of-way line of Alta Glen Drive; thence turn an angle to the left of 63 degrees 23 minutes and run in a Southwesterly direction along the SE right-of-way line of Alta Glen Drive for a distance of 75.0 feet to an existing iron pin; thence continue in a Southwesterly direction along the last mentioned course and along the SE right-of-way of Alta Glen Drive for a distance of 215.5 feet to an existing iron pin; thence continue in a Southwesterly direction along the SE right-of-way line of Alta Glen Drive for a distance of 217.15 feet to an existing #5 iron rebar being the point of beginning; thence continue in a Southwesterly direction along the SE right-of-way line of Alta Glen Drive for a distance of 445.51 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 85 degrees 29 minutes 05 seconds and run Southeasterly direction for a distance of 350.00 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 94 degrees 23 minutes 01 seconds and run in an Northeasterly direction for a distance of 472.88 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90 degrees 06 minutes 11 seconds and run in a Northwesterly direction for a distance of 350.0 feet, more or less, to the point of beginning.

APPROVED and ADOPTED this the 25th 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 # 2896 is a true and correct copy of such 25th 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

2645 Alta Glen Drive

2645 Alta Glen Drive



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

Date: **OCTOBER 10, 2019**

- **CASE: P-1019-46**
- **REQUESTED ACTION:** Rezoning JC E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2645 Alta Glen Dr.
- **APPLICANT/OWNER:** Paul E. Russell
- **GENERAL DISCUSSION:** This is a rezoning of annexed property on Alta Glenn Drive from JC E-1 to VH-E-2. Property was annexed overnight by Ordinance 2861 on 8/12/19. Applicant plans to subdivide parent parcel into three lots. All meet the minimum requirements of an E-2 zone.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for low density residential.
- **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.

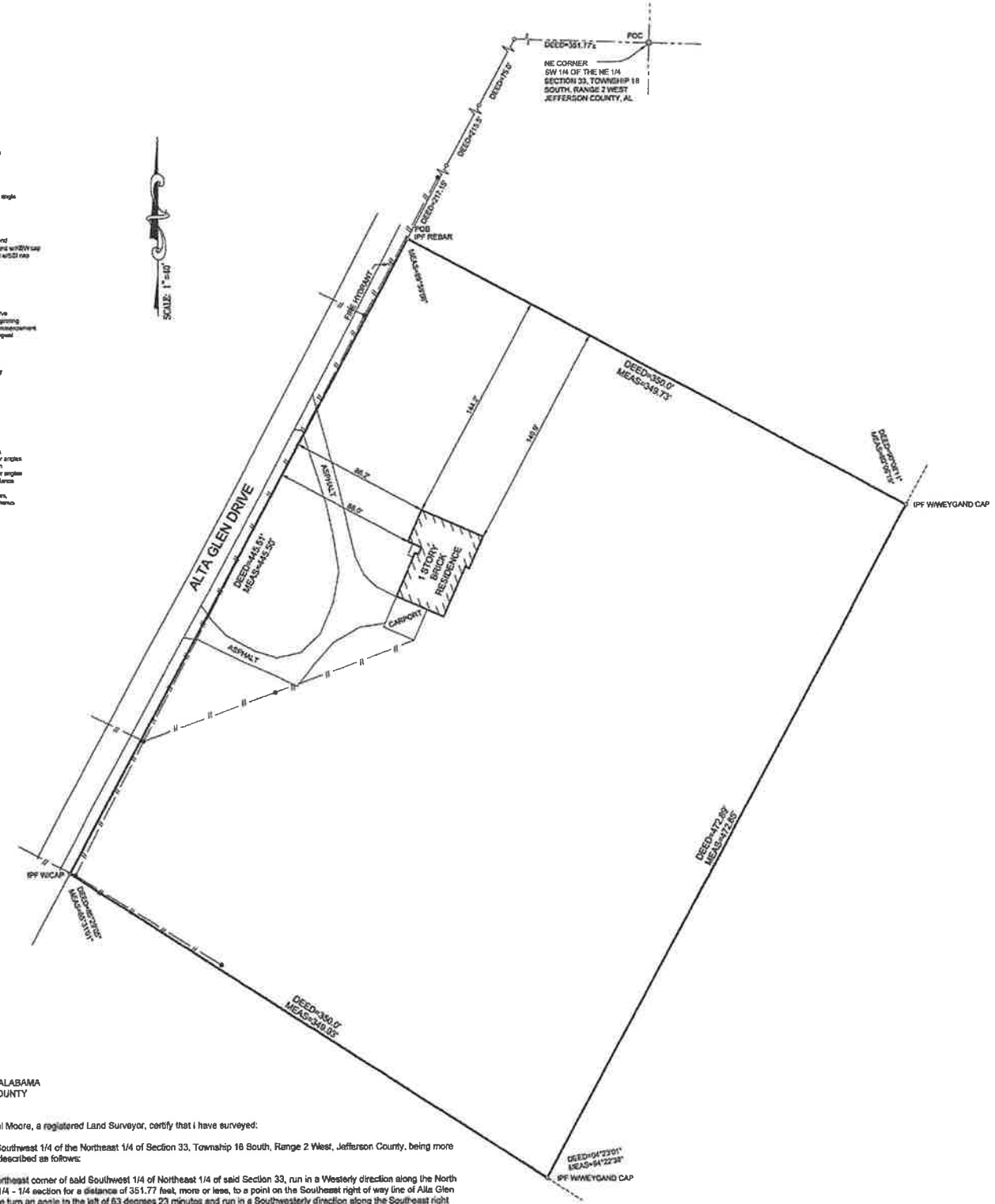
MOTION Mr. Larson made a motion to recommend Rezoning from JC E-1 to Vestavia Hills E-2 for the property located At 2645 Alta Glen Dr. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Ms. Cobb – yes
Mrs. Barnes – yes
Motion carried.

Mr. Romeo – yes
Mr. Sykes – yes
Mr. Larson – yes

LEGEND:

- ASPH = asphalt
- BID = bearing
- BLDG = building
- CAIC = calculated
- CAP = capped iron
- CL = centerline
- CL = closed
- CCIRC = concrete
- C = covered
- D = ditch
- E = east
- ESMT = easement
- FC = fence
- FD = found
- HW = handicap
- ISF = iron pin found
- GP = iron pin found w/20' cap
- IS = iron pin w/1/2" cap
- L = length
- MEAS = measured
- MM = minimum
- MS = maximum
- N = north
- OH = overhead
- P = porch
- PC = point of curve
- POB = point of beginning
- POC = point of commencement
- PT = point of tangency
- PVMT = pavement
- R = radius
- REC = recorded
- RES = residence
- ROW = right of way
- S = south
- SMH = sanitary
- STM = storm
- SWR = sewer
- SYN = synthetic
- UTL = utility
- U = unknown
- W = west
- Y = yard line
- Z = degrees
- M, N, S, W = minutes, in, seconds, in
- ± = bearings or angles
- ± = bearings or angles
- ± = feet, in distance
- ± = acres
- ± = more or less, or plus or minus



STATE OF ALABAMA
SHELBY COUNTY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed:

Part of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 18 South, Range 2 West, Jefferson County, being more particularly described as follows:

From the Northeast corner of said Southwest 1/4 of Northeast 1/4 of said Section 33, run in a Westerly direction along the North line of said 1/4 - 1/4 section for a distance of 351.77 feet, more or less, to a point on the Southeast right of way line of Alta Glen Drive; thence turn an angle to the left of 83 degrees 23 minutes and run in a Southwesterly direction along the Southeast right of way line of Alta Glen Drive for a distance of 75.0 feet to an existing iron pin; thence continue in a Southwesterly direction along the last mentioned course and along the Southeast right of way line of Alta Glen Drive for a distance of 215.3 feet to an existing iron pin; thence continue in a Southwesterly direction along the Southeast right of way line of Alta Glen Drive for a distance of 217.15 feet to an existing #6 iron rebar being the point of beginning; thence continue in a Southwesterly direction along the Southeast right of way line of Alta Glen Drive for a distance of 445.51 feet to an existing iron rebar set by Weygang; thence turn an angle to the left of 85 degrees 29 minutes 05 seconds and run in a Southeasterly direction for a distance of 350.0 feet to an existing iron rebar set by Weygang; thence turn an angle to the left of 94 degrees 23 minutes 01 seconds and run in a Northeasterly direction for a distance of 472.68 feet to an existing iron rebar set by Weygang; thence turn an angle to the left of 90 degrees 06 minutes 11 seconds and run in a Northwesterly direction for a distance of 350.0 feet, more or less, to the point of beginning.

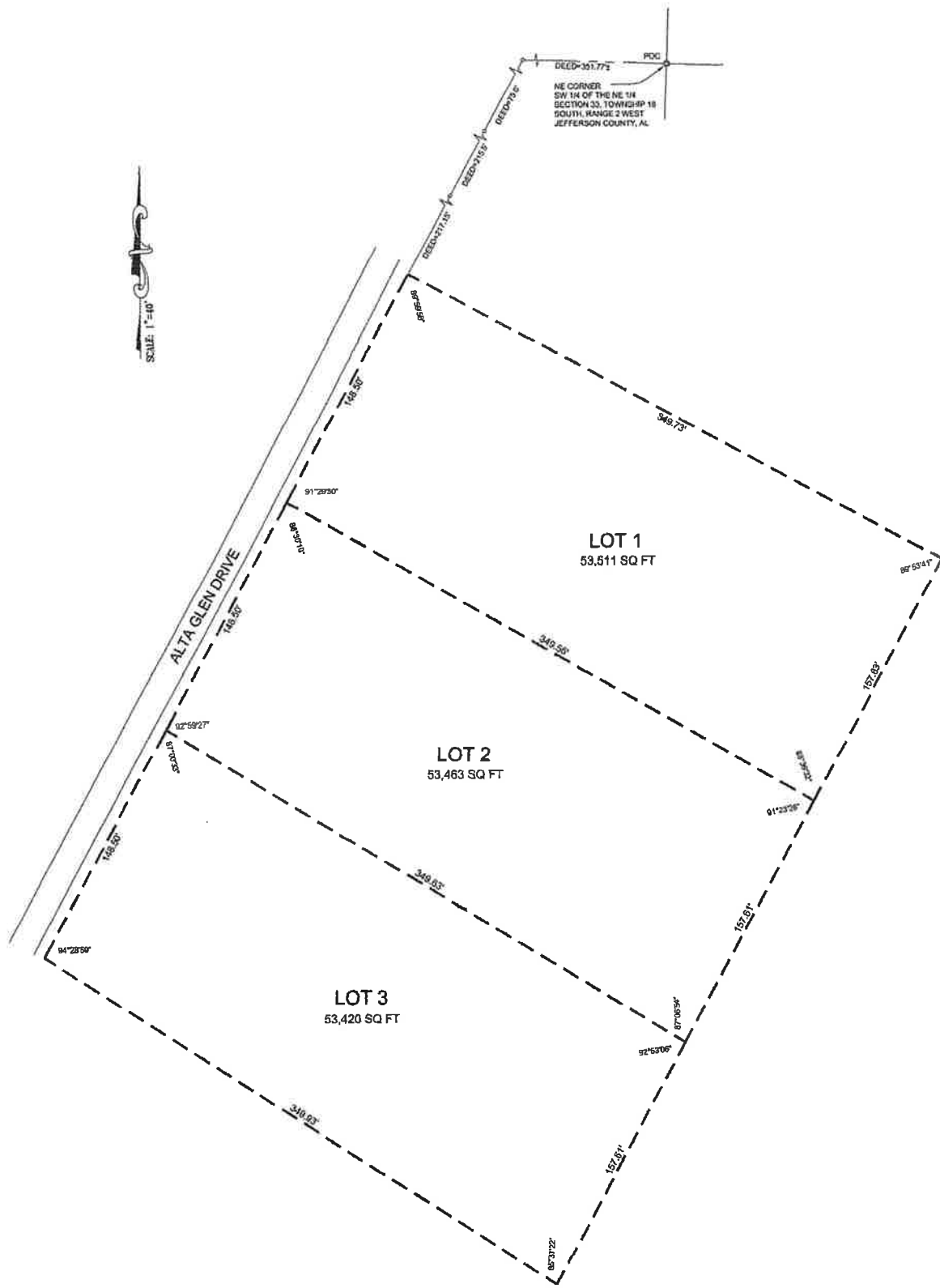
I furthermore certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, that the correct address is as follows: 2046 Alta Glen Drive, according to my survey of December 4, 2018. Survey is not valid unless it is sealed with embossed seal or stamped in red.

SURVEYING SOLUTIONS, INC.
2232 CAHABA VALLEY DRIVE SUITE M
BIRMINGHAM, AL 35242
PHONE: 205-901-8985

Carl Daniel Moore
Carl Daniel Moore, Reg. L.S. #12159
12-05-18
Date of Signature



Order No. 212659
Purchaser: Russett
Type of Survey: Closing



PROPOSED LOT LAYOUT
(THIS IS NOT A SURVEY)

PART OF THE SW 1/4 OF THE NE 1/4 OF
SECTION 33, TOWNSHIP 18 SOUTH, RANGE 2 WEST,
JEFFERSON COUNTY, ALABAMA

PREPARED BY: SURVEYING SOLUTIONS, INC.
2232 CAHABA VALLEY DRIVE SUITE M
BIRMINGHAM, AL 35242
(205) 991-8965

PREPARED FOR: PETE RUSSELL
5971 CHALKVILLE MOUNTAIN LANE SUITE D
BIRMINGHAM, AL 35235
(205) 222-2873

SCALE: 1" = 40' JOB NO. 212659 DATE: 12-5-2018

WCAD\SUBDIVISION\JEFFERSON COUNTY\RUSSELL PROPERTY\RUSSELL LOT LAYOUT

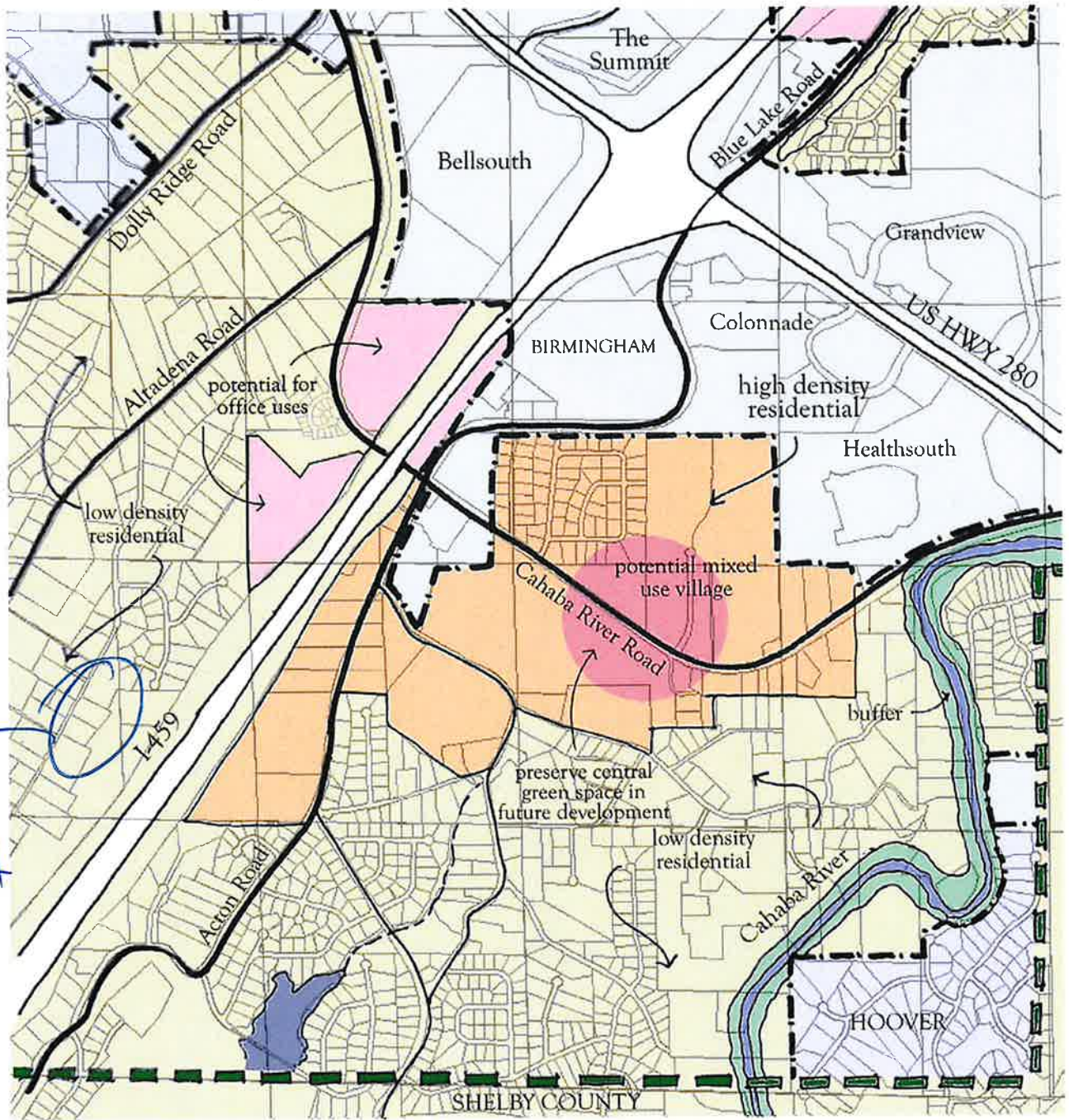


Figure 22: Cahaba River Road / Acton Road East
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with higher densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.

- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.



ORDINANCE NUMBER 2897

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 B-3 TO VESTAVIA HILLS B-1.2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills B-3 (conditional business district) to Vestavia Hills B-1.2 (neighborhood mixed-use district):

4222 Dolly Ridge Road
Lot 8B, Resurvey of a Resurvey of Parts of Lots 7 & 8, New Merkle Heights
Timothy Higgins, Owner

APPROVED and ADOPTED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

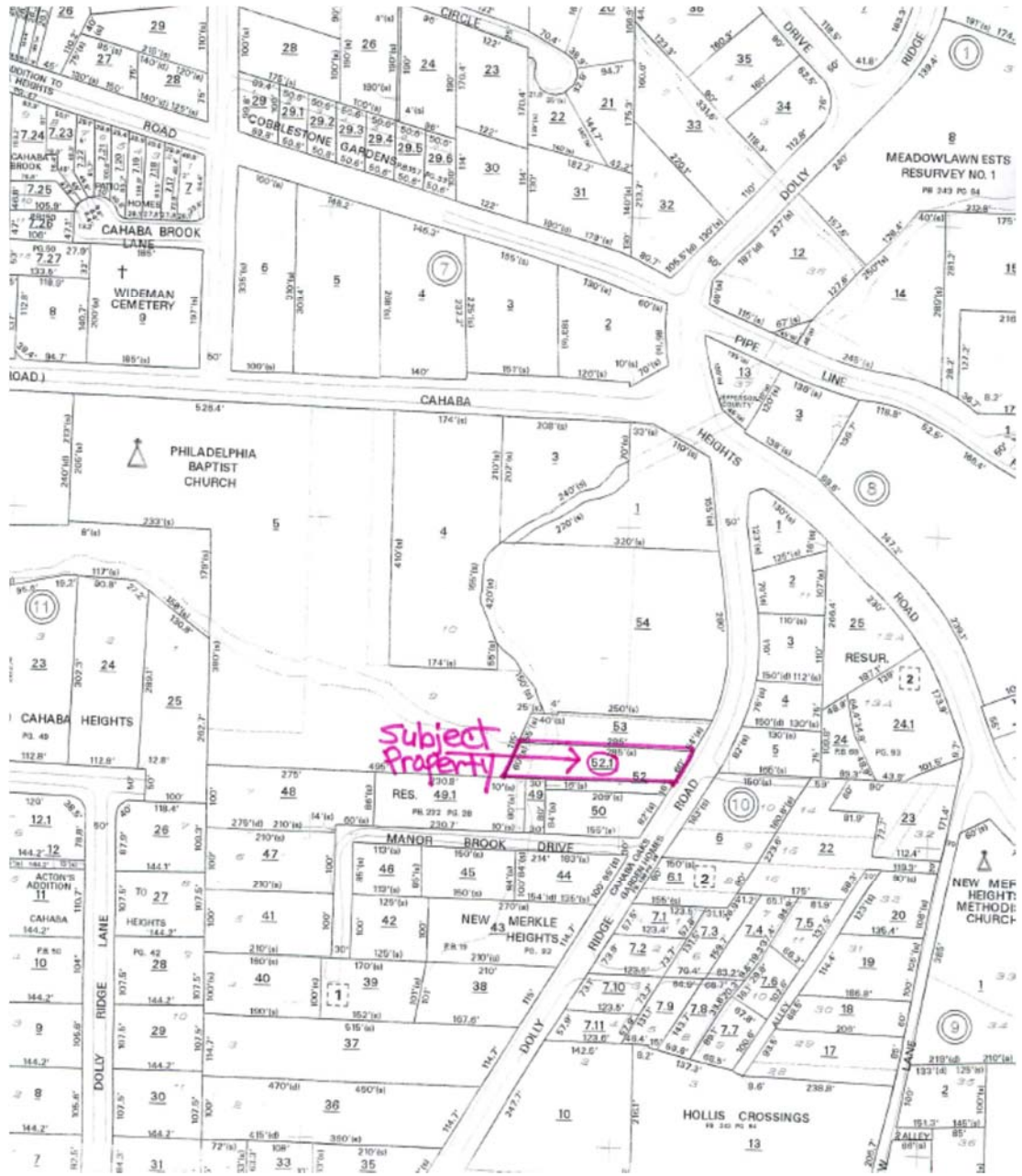
Rebecca Leavings
City Clerk

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 # 2897 is a true and correct copy of such 25th 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, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



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

Date: **OCTOBER 10, 2019**

- **CASE: P-1019-55**
- **REQUESTED ACTION:** Vestavia Hills B-3 to Vestavia Hills B-1.2
- **ADDRESS/LOCATION:** 4222 Dolly Ridge Rd.
- **APPLICANT/OWNER:** Timothy B. Higgins
- **GENERAL DISCUSSION:** This is a rezoning of a lot next to “In The Making”. Applicants are requesting B-1.2 zoning for a retail shop on the first floor with a single residential unit above. The proposed setbacks are 53’ in the front, 10’ on the right, 11’ on the left and 136’ in the rear. Parking will be shared with the neighboring building. Covenants will be recorded limiting the building of one single dwelling unit that cannot be rented.
- **CAHABA HEIGHTS VILLAGE PLAN:** The request is consistent with low density residential but does not exist in the Comprehensive Plan.
- **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 B-3 to Vestavia Hills B-1.2 with the condition that covenants attached be recorded before zoning is

official for the property located At 4222 Dolly Ridge Rd. Second was by Ms. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes

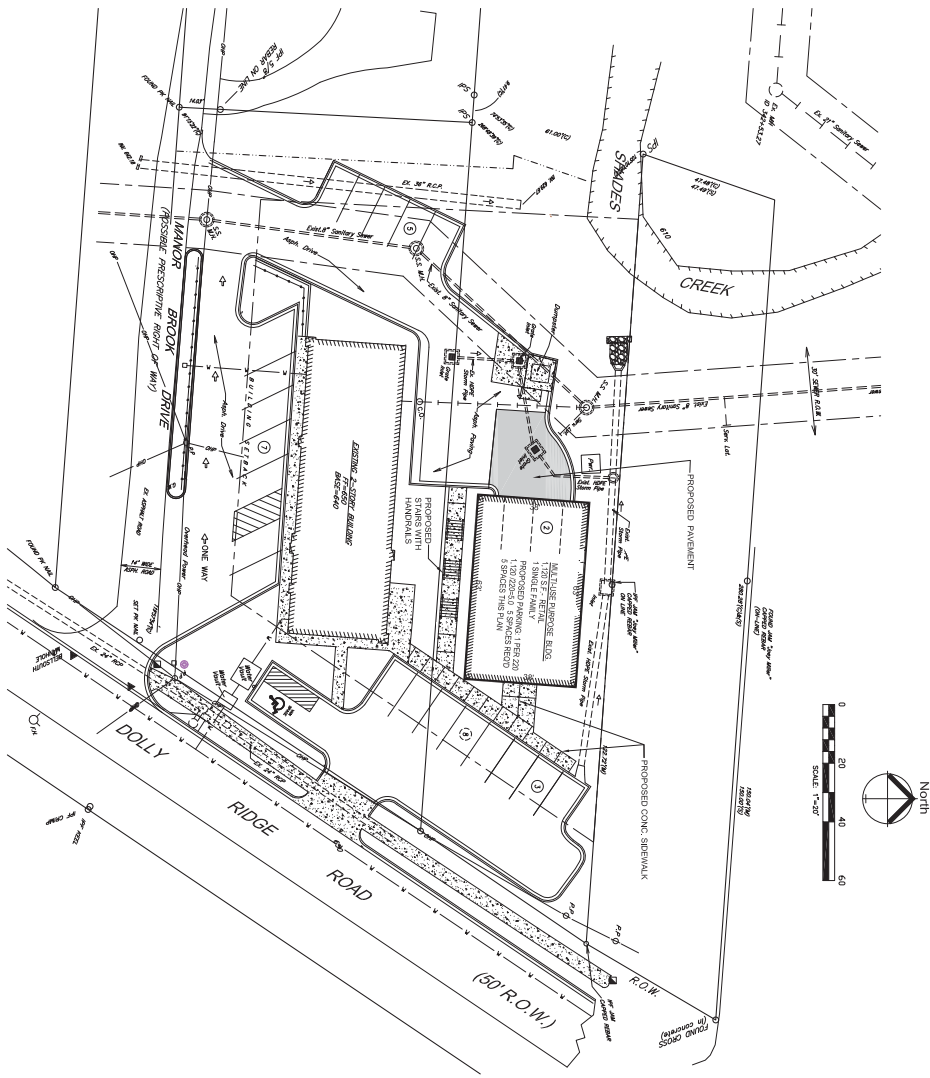
Motion carried.

Mr. Romeo – yes

Mr. Sykes– yes

Mr. Larson – yes

NOTE TO CONTRACTOR:
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND FIELD SURVEYS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT THE LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



01 OVERALL LAYOUT PLAN SCALE: 1"=20'

LEGEND

-○-	Existing Contours
-○-	TELEPHONE LINE
-○-	WATER MAIN
-○-	SEWER
-○-	GAS LINE
-○-	ROAD PAVEMENT
-○-	PROPOSED DRIVEWAY
●	PROPOSED DRIVEWAY
○	PROPOSED DRIVEWAY
○	PROPOSED DRIVEWAY
○	PROPOSED DRIVEWAY

ITM-PHASE II

DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
 ARCHITECT

1231 RIVER ROAD
 BIRMINGHAM, AL 35204
 PHONE: (205) 973-1111
 FAX: (205) 973-1112
 WEBSITE: www.jmh.com

OWNER REVIEW
 PROGRESS 02-11-19

OWNER
 NAME: ITM
 ADDRESS: 1905
 CITY: VESTAVIA
 STATE: AL
 ZIP: 35227

PROJECT NO.
 1905

SHEET NO.
 C1.1

30



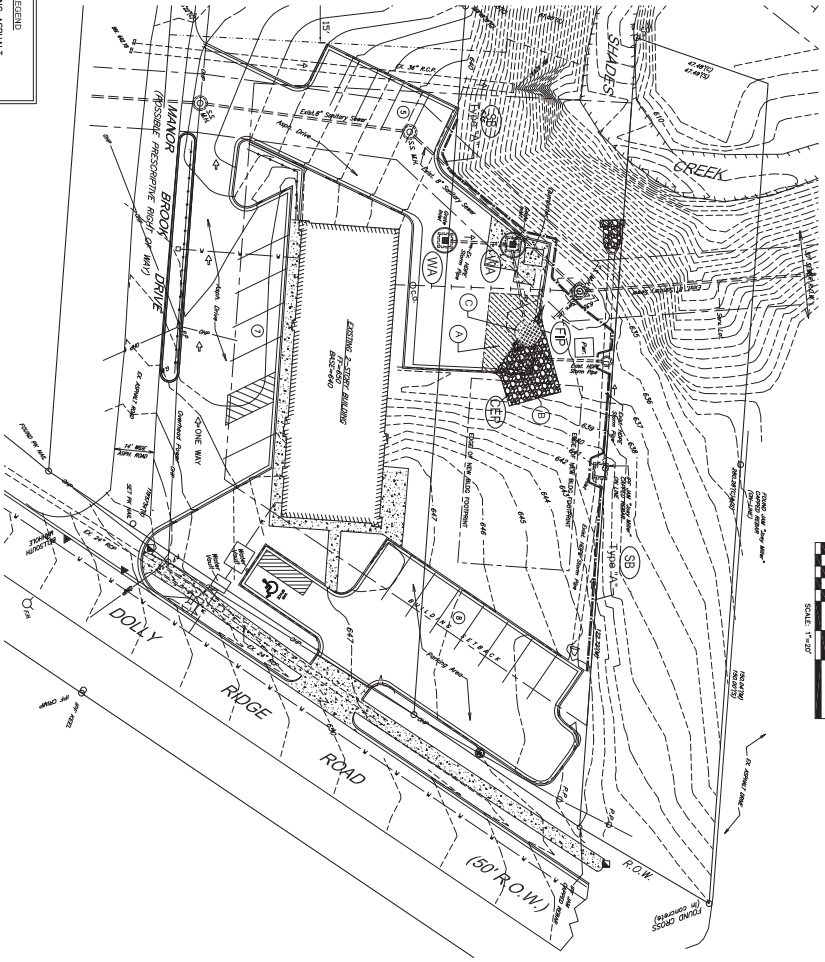
DEMOLITION NOTES

1. CONTRACTOR SHALL PROTECT ALL PROPERTY CORNERS AND BENCHMARKS. IF DESTROYED DURING CONSTRUCTION, CONTRACTOR SHALL REPLACE AT HIS EXPENSE TO ORIGINAL LOCATION AND SHALL BE RESPONSIBLE FOR MAINTAINING THEM.
2. PRIOR TO BEGINNING WORK, ALL UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING UTILITIES UNLESS SPECIFIED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES TO REMAIN OPERATIONAL AND SHALL BE PROTECTED DURING CONSTRUCTION.
3. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES WITHIN ADJACENT PROPERTY.
4. RIGHT-OF-WAY AND DEMOLITION LIMITS SHALL BE MAINTAINED AND PRESERVED IN A LEGAL MANNER. DEMOLISHED CONCRETE SHALL NOT BE INCORPORATED INTO FILL.
5. CONTRACTOR SHALL SAW CUT ALL EXISTING PAVING AND CONCRETE AT DEMOLITION. CONCRETE WORK (I.E. STAIRWAYS AND CURBS) SHALL BE REMOVED REGARDING AT CLOSEST CONSTRUCTION JOINT OR AT PROPERTY LINE, WHICHEVER IS NEAREST TO EXISTING UTILITIES.
6. ALL EXISTING UNDERGROUND IMPROVEMENTS (SEWER, SANITARY, ETC.) MAY NOT BE DEMOLISHED WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR EVALUATING UNDERGROUND UTILITIES AND DEMOLITION CONSTRUCTION FOR EVALUATION.

NOTICE TO CONTRACTORS:
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES. CONTRACTOR SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OR DRILLING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

- EROSION CONTROL NOTES:**
1. Erosion control measures shall be provided for the confinement of hazardous substances and any other materials which may pollute the MS4, Petroleum products, lubricants, paints and all other hazardous substances shall be stored in accordance with SPEC requirements. These materials shall be stored in accordance with MS4 specifications. These materials shall be stored in accordance with MS4 specifications. These materials shall be stored in accordance with MS4 specifications.
 2. All construction shall be in accordance with Jefferson County Specifications.
 3. Contractor shall be responsible for providing a building site free of drainage and waterways.
 4. Contractor and/or developer shall be responsible for maintaining a proper traffic control plan for public safety adjacent to construction site. The traffic control plan must be in accordance with the latest MUTCD edition.
 5. All utilities within roadway shall be back filled with stone in accordance with Article 6 of the Jefferson County Code.
 6. In regard to the utility connections, possible relocations, and other work proposed within the construction within said right-of-way contact Terry Rich, Chief Utility Inspector of the Jefferson County Road and Transportation Department, at 325-5128 for more information concerning the utility connections and relocations. The right-of-way shall be maintained in accordance with the notification requirement for beginning work within the right-of-way as outlined in the pre-construction conference and/or the approval notes shown on the plan set for these projects.
 7. All drainage structures within an existing or proposed Jefferson County right-of-way shall be constructed in accordance with the specifications. This comment does not apply to rights-of-way within a proposed subdivision.

- STANDARD NOTES:**
1. All construction shall be in accordance with Jefferson County Specifications.
 2. All construction shall be in accordance with Jefferson County Specifications.
 3. Contractor shall be responsible for providing a building site free of drainage and waterways.
 4. Contractor and/or developer shall be responsible for maintaining a proper traffic control plan for public safety adjacent to construction site. The traffic control plan must be in accordance with the latest MUTCD edition.
 5. All utilities within roadway shall be back filled with stone in accordance with Article 6 of the Jefferson County Code.
 6. In regard to the utility connections, possible relocations, and other work proposed within the construction within said right-of-way contact Terry Rich, Chief Utility Inspector of the Jefferson County Road and Transportation Department, at 325-5128 for more information concerning the utility connections and relocations. The right-of-way shall be maintained in accordance with the notification requirement for beginning work within the right-of-way as outlined in the pre-construction conference and/or the approval notes shown on the plan set for these projects.
 7. All drainage structures within an existing or proposed Jefferson County right-of-way shall be constructed in accordance with the specifications. This comment does not apply to rights-of-way within a proposed subdivision.



DEMOLITION/EROSION CONTROL LEGEND

(A)	SAW CUT AND REMOVE EXISTING ASPHALT
(B)	SAW CUT AND REMOVE A PORTION OF EXISTING CONCRETE CURB & GUTTER
(C)	CONCUT AND REMOVE EXISTING INLET TOP HEAVY DUTY GATE INLET TOP

LEGEND

(A)	DEMOLITION
(B)	CONSTRUCTION EARTHWORK
(C)	DEMOLITION BENCHMARK (TYPE A)
(D)	WHITE

01 DEMOLITION & EROSION CONTROL PLAN SCALE: 1"=20'

LEGEND (CONTINUED)

(E)	EXISTING CONCRETE
(F)	TERRACE LINE
(G)	SLOPE STAIR
(H)	DRAIN LINE
(I)	POWER LINE
(J)	PIPE TRENCH
(K)	WATER MAIN
(L)	WATER MAIN
(M)	WATER MAIN
(N)	HEAVY DUTY GATE INLET TOP
(O)	HEAVY DUTY GATE INLET TOP

ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
 ARCHITECT

1230 RIVER ROAD
 BIRMINGHAM, AL
 35202-3300
 PHONE: 205-973-1234
 FAX: 205-973-1235
 WWW: www.jmh.com

OWNER REVIEW	DATE
PROGRESS 04-10-10	
DESIGNER	DATE
JOHN M. HOLMES	
PROJECT NO.	DATE
KH	
1905	
C2.0	

ITM-PHASE II

DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

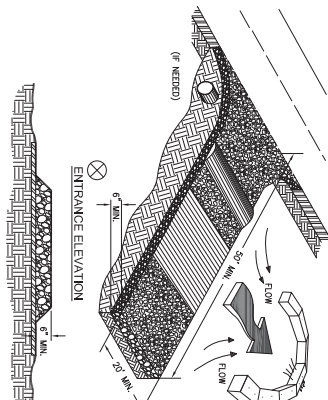
JOHN M. HOLMES
ARCHITECT

1230 RIVER ROAD
BIRMINGHAM, ALABAMA 35244-2904
205.978.1111
WWW.JMHOLMESARCHITECT.COM

OWNER REVIEW
PROCESS 07.24.19

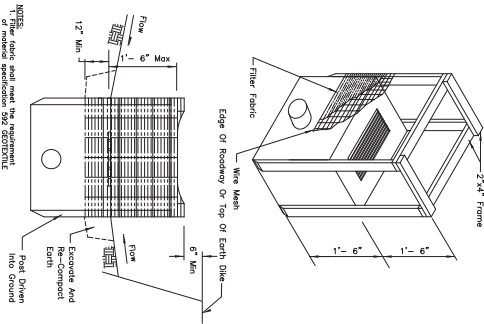
1905

C2.1



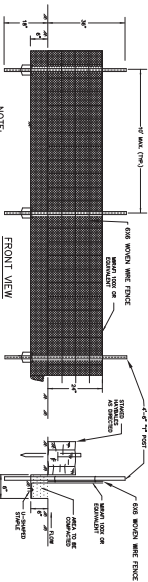
(SB) DETAIL - SEDIMENT BARRIER (TYPE 'A')

- NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 2. ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE PROTECTION.
 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONES).
 4. 30' MINIMUM WIDTH SHALL BE MAINTAINED AT ALL POINTS OF VEHICULAR FORCE, BUT NO LESS THAN 20'.
 5. PAVEMENT SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR FORCE.
 6. TOWARD PAVED AREA IS GREATER THAN 2% WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
 7. INSHIELD FROM THE ENTRANCE, IF NEEDED TO MAINTAIN PROTECTION.
 8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA APPROVED BY THE STATE OF ALABAMA.
 9. WASHING SHALL BE DONE ON AN AREA APPROVED BY THE STATE OF ALABAMA.
 10. SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A DRAINAGE BASIN SHALL BE MAINTAINED.
 11. WASHING SHALL BE DONE ON AN AREA APPROVED BY THE STATE OF ALABAMA.
 12. WASHING SHALL BE DONE ON AN AREA APPROVED BY THE STATE OF ALABAMA.
 13. WASHING SHALL BE DONE ON AN AREA APPROVED BY THE STATE OF ALABAMA.
 14. WASHING SHALL BE DONE ON AN AREA APPROVED BY THE STATE OF ALABAMA.
 15. WASHING SHALL BE DONE ON AN AREA APPROVED BY THE STATE OF ALABAMA.



(FP) DETAIL - FABRIC DROP INLET

- NOTES:
1. FABRIC SHALL MEET THE REQUIREMENTS OF FEDERAL SPECIFICATION 502 (SODIUM POLYACRYLATE) OF AT LEAST 50% CONCENTRATION AND 50% STRENGTH AT 100% HUMIDITY.
 2. THE FABRIC SHALL HAVE A MINIMUM STRENGTH OF 10 LBS PER YARD.



(SB) DETAIL - CRUSHED STONE CONSTRUCTION EXIT

- NOTE:
1. ALL EROSION CONTROL SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE BEST MANAGEMENT PRACTICES FOR THE STATE OF ALABAMA.
 2. THE SILT FENCE SHALL BE REINFORCED WITH STAKED HAYBALES AT POINTS OF HEAVY SILT BUILDUP, HIGH WATER VELOCITIES, AND AT OTHER LOCATIONS AS DIRECTED.

NOTICE TO CONTRACTOR:
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS AND/OR EXISTING RECORD DRAWINGS ARE APPROXIMATE AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD OR INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND TO CONSULT WITH THE AGENCIES SHOWN ON THESE PLANS.

- General Notes**
- Contractor and/or Developer shall notify the Jefferson County Department of Roads and Transportation (325-2323) at least 72 hours prior to any work being performed within the right-of-way of any road, street, or alleyway to be impacted and approved by the County Roads and Transportation Department.
 - Excavation and required county right-of-way and easement are shown on the construction plans. The contractor shall be responsible for obtaining all necessary permits for excavation. The contractor shall not be placed in the right-of-way or easements without proper approval from Jefferson County.
 - Other than shown on approved plans, grading operations involving cutting or filling shall not be allowed within Jefferson County right-of-way and easements.
 - Utilities are shown on the drawings in an approximate location. The Contractor shall verify and mark all underground utilities prior to construction and use care in his operations to avoid them. The Contractor shall be responsible for all construction layout. Benchmark will be provided by the contractor.
 - The Contractor shall be responsible for all construction layout. Benchmark will be provided by the contractor.
 - PRECAUTION IN CONSTRUCTION ISSUED BY THE AEC OF AMERICA, INC. AND THE SAFETY AND HEALTH ADMINISTRATION OF THE U.S. DEPARTMENT OF LABOR. In the event of any discrepancies and/or errors found in the drawings, or if problems are proceeding with the work, the Engineer is not notified the Contractor shall have responsibility for the cost of any rework.
 - Precaution in construction shall not be made on all roads shown herein for the delineation of property lines.
 - Precaution in construction shall not be made on all roads shown herein for the delineation of property lines.
 - Precaution in construction shall not be made on all roads shown herein for the delineation of property lines.
 - Precaution in construction shall not be made on all roads shown herein for the delineation of property lines.

- EROSION CONTROL NOTES:**
- All construction to be in accordance with Jefferson County Specifications.
 - Contractor and/or developer shall be responsible for construction and maintenance of erosion and sedimentation control during construction for protection of adjacent properties, roadways and waterways.
 - Contractor and/or developer are responsible for providing a building site free of drainage.
 - Contractor and/or developer shall be responsible for maintaining a proper traffic control plan for public safety adjacent to construction site. The traffic control plan must be in accordance with Jefferson County Specifications.
 - All utilities within roadway shall be back filled with stone in accordance with Article 6 of the Jefferson County right-of-way, please have the Contractor that will perform the proposed construction work approved by the Jefferson County Department of Public Works, Jefferson County Roads and Transportation Department, at 325-5128 for more information concerning the pre-construction conference and/or the approval notes shown on the plan set for these structures.
 - All drainage structures within an existing or proposed Jefferson County right-of-way shall be constructed in accordance with Jefferson County Specifications. This comment does not apply to any other structures shown on the proposed site plan.

- EROSION CONTROL NOTES:**
- Measures shall be provided for the confinement of hazardous substances and any other materials which may pollute the MS4, Petroleum products, lubricants, paints and substances shall be stored away from oil storm drains, ditches and gutters in water-tight containers. Disposal of these materials shall be in accordance with ADEM regulations. Contractors shall be responsible for preventing trash from the site to enter into the storm drain system. The Contractor shall be responsible for preventing trash from the site to enter into the storm drain system.
 - All petroleum hazardous material shall be properly stored and may not be exposed to sun or stored in a closed area. All containers are to be closed and stored in a covered area. All excess ten (10) days, at a minimum.
 - A copy of the accepted erosion and sedimentation control plan shall be on file at the job site. The plan shall be kept on-site and must be available for inspection by the Director or his/her designee. The plan shall be approved by the Director or his/her designee.
 - Measures shall be provided for the confinement of hazardous substances and any other materials which may pollute the MS4, Petroleum products, lubricants, paints and substances shall be stored away from oil storm drains, ditches and gutters in water-tight containers. Disposal of these materials shall be in accordance with ADEM regulations. Contractors shall be responsible for preventing trash from the site to enter into the storm drain system. The Contractor shall be responsible for preventing trash from the site to enter into the storm drain system.
 - When the land stabilizing activity is finished and stable vegetation or other permanent controls have been established on all remaining exposed soil, the owner of the land where the bond of these funds and request a final inspection. The Department shall then inspect the site within five (5) working days after receipt of the notice.

THE SCOPES OF SERVICE FROM THE SET SHALL BE PERFORMED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES.



01 SITE/GRADING PLAN
 SCALE: 1"=30'

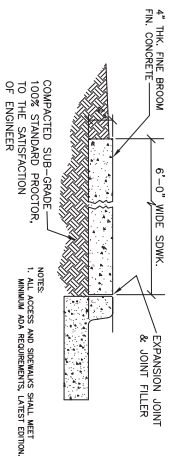
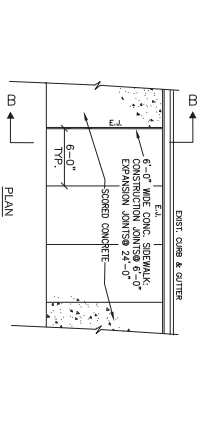
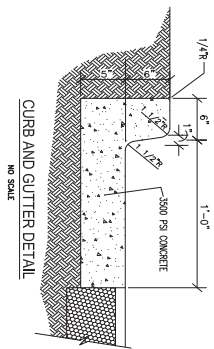
ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

INSTALL:
 T.O.S. & T.H.K. CONIC.
 SURVEYOR

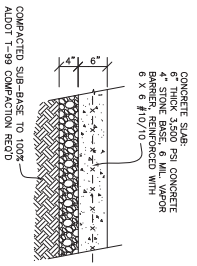
ARCHITECT:
 JOHN M. HOLMES
 ARCHITECT

OWNER REVIEW:
 PROGRESS 04-10
 1905

C3.0



SECTION B-B
TYPICAL 6'-0" WIDE CONCRETE SIDEWALK DETAILS
N.T.S.



TYPICAL CONCRETE DRIVE DETAIL
NO SCALE

ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

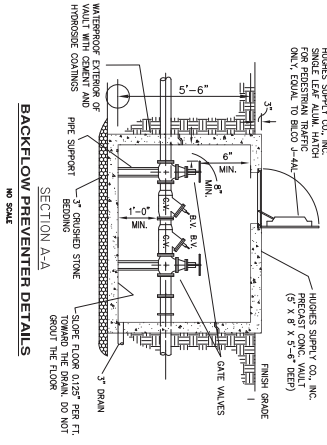
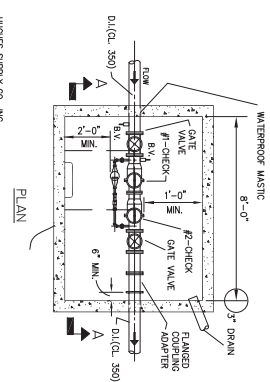
JOHN M. HOLMES
ARCHITECT

1201 RIVER ROAD
BIRMINGHAM, AL
205-988-8888
www.jmharchitect.com

OWNER: RIVERVIEW
PROGRESS (2014) 9

NO.	DATE	BY	REVISION
1	1905	KH	PERMITS
2		KH	
3		KH	

C3.1
9'-0" x 6'-0"



WATER DEMAND NOTES:

- STATIC PRESSURE - 100 PSI
- FLOW RATE - 150 GPM @ 20 PSI (AS PER CITY OF BIRMINGHAM)
- HOSE ALLOWANCE - 250 GPM
- AVAILABLE PRESSURE - 38.4 PSI
- SPECIFIC GRAVITY - 62.1 LB/FT³
- WATER FLOWING - 385 GPM

* LINE POWER REQUIREMENT ON ALL 4" AND LARGER SERVICE CONNECTIONS:

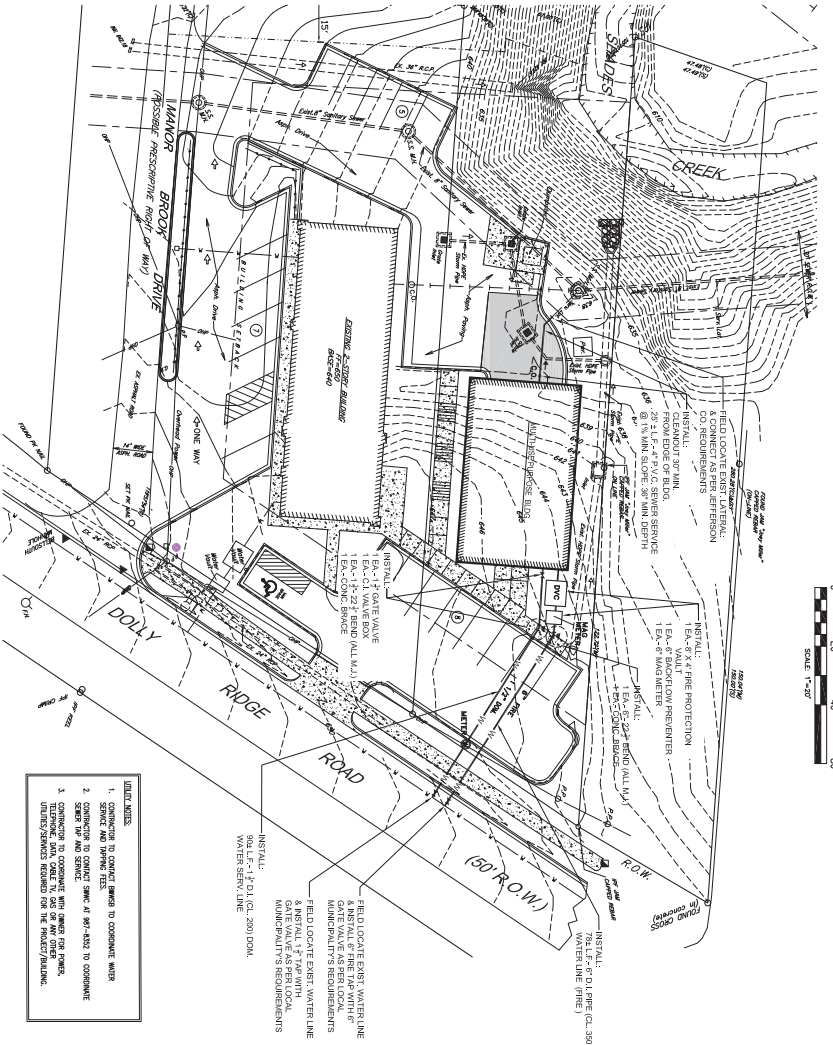
- Effective January 1, 2010 the Water Works Board of the City of Birmingham will begin requiring the power service on all new four-inch (4") and larger service connections. The power service must be installed prior to the Water requirements to meter installation.
- 120 Volt / Single Phase
- 15 amp Fault Current (FCI)
- Grounded at Site
- 20' Maximum Wire Length

GENERAL NOTES:

1. UTILITIES ARE SHOWN ON THE DRAWINGS IN STREET RIGHT-OF-WAY OR APPROXIMATE STREETS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION AND USE CARE IN THE OPERATIONS TO AVOID DAMAGE TO UTILITIES AND TO AVOID INTERFERENCE WITH THE UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION LAYOUT.
3. THE CONTRACTOR SHALL COMPLY WITH ALL RELEVANT PROVISIONS OF THE MANUAL OF PRACTICE AND REGULATIONS ISSUED BY THE AMERICAN WATERWORKS ASSOCIATION AND THE NATIONAL FIRE PROTECTION ASSOCIATION FOR ALL CONSTRUCTION LAYOUT.
4. REFERENCE IS MADE TO THE SPECIFICATIONS FOR CONSTRUCTION OF THE SEWER SYSTEM, THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER MAINS, AND THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF WATER MAINS AND SEWER LINES, ALL AS PUBLISHED BY THE AMERICAN WATERWORKS ASSOCIATION AND THE NATIONAL FIRE PROTECTION ASSOCIATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY REVISIONS TO THE STANDARD SPECIFICATIONS.
5. ALL UTILITIES SHOWN VEHICLES HAVE NOT BEEN MADE ON THE DRAWINGS.

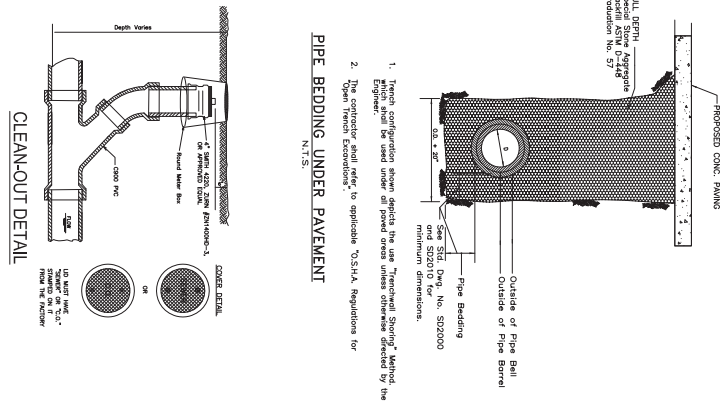
NOTICE TO CONTRACTOR:

THE CONTRACTOR'S RESPONSIBILITY CHANGES FROM THE LOCATION OF UTILITIES SHOWN ON THE DRAWINGS TO THE LOCATION OF UTILITIES ACTUALLY FOUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.



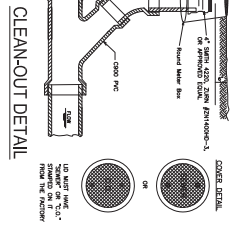
- | SYMBOL | DESCRIPTION |
|--------|-----------------------|
| — | Existing Centerline |
| - - - | Existing Right-of-Way |
| ——— | Water Main |
| —+—+— | Sewer Main |
| ——— | Gas Line |
| ——— | Storm Pipe |
| ——— | Fire Hydrant |
| ——— | Water Valve |
| ○ | Manhole |
| □ | Valve |

TYPICAL SANITARY SEWER DETAILS

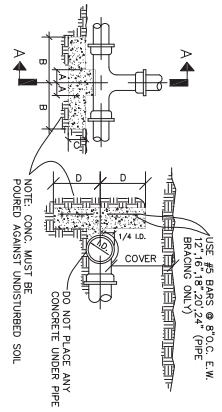


1. Fresh portland cement mortar, the use of "Trenchball Shown" Method which shall be used under all paved areas unless otherwise directed by the Engineer.
2. The concrete and refer to applicable "S.H.A. Regulations for Open Trench Excavations."

PIPE BEDDING UNDER PAVEMENT
N.T.S.

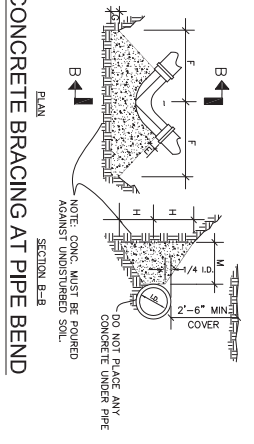


TYPICAL WATER DETAILS



TYPICAL TEE CONNECTION
CONCRETE BRACING FOR TEES

PIPE DIA.	A	B	C	D	MIN. COVER
2'-3", 4"	5"	5"	6"	6"	2'-6"
6"	8"	8"	6"	9"	2'-6"
8"	10"	10"	8"	12"	3'-0"
10"	12"	12"	10"	15"	3'-0"
12"	14"	14"	12"	18"	3'-0"
14"	16"	16"	14"	21"	3'-0"
16"	18"	18"	16"	24"	3'-0"
18"	20"	20"	18"	27"	3'-0"
20"	22"	22"	20"	30"	3'-0"
22"	24"	24"	22"	33"	3'-0"



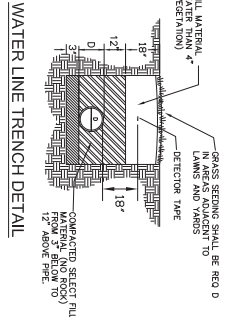
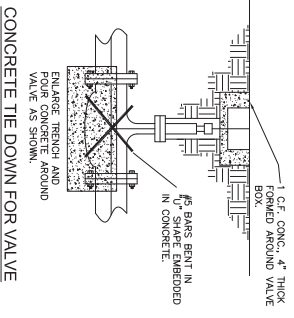
TYPICAL CONCRETE BRACING AT PIPE BEND
CONCRETE BRACING FOR 90° BEND

PIPE DIA.	E	F	G	H	M	MIN. COVER
2'-3", 4"	4.5"	6"	20"	6"	22"	2'-6"
6"	4.5"	12"	19"	9"	21"	2'-6"
8"	4.5"	18"	18"	12"	21"	3'-0"
10"	4.5"	24"	18"	15"	21"	3'-0"
12"	4.5"	30"	18"	18"	21"	3'-0"
14"	4.5"	36"	18"	21"	21"	3'-0"
16"	4.5"	42"	18"	24"	21"	3'-0"
18"	4.5"	48"	18"	27"	21"	3'-0"
20"	4.5"	54"	18"	30"	21"	3'-0"
22"	4.5"	60"	18"	33"	21"	3'-0"

CONCRETE BRACING FOR 22 1/2° AND 11 1/4° BENDS

PIPE DIA.	E	F	G	H	M	MIN. COVER
2'-3", 4"	4.5"	3.5"	12"	6"	14"	2'-6"
6"	4.5"	6.5"	9"	6"	14"	2'-6"
8"	4.5"	10"	3"	12"	14"	3'-0"
10"	4.5"	13.5"	3"	15"	16"	3'-0"
12"	6"	16.5"	3"	18"	20"	3'-0"
14"	6"	19.5"	3"	21"	20"	3'-0"
16"	6"	22.5"	3"	24"	22"	3'-0"
18"	6"	25.5"	3"	27"	22"	3'-0"
20"	6"	28.5"	3"	30"	28"	3'-0"
22"	7"	31.5"	3"	33"	34"	3'-0"

PIPE DIA.	F	G	H	M	MIN. COVER	F	M	MIN. COVER
2'-3", 4"	2"	13"	4"	2"	2'-6"	2"	3"	2'-6"
6"	4"	10.5"	6"	4"	2'-6"	4"	4"	2'-6"
8"	5"	12"	8"	3"	3'-0"	5"	5"	3'-0"
10"	6"	12"	10"	3"	3'-0"	6"	6"	3'-0"
12"	8"	12"	12"	3"	3'-0"	8"	8"	3'-0"
14"	10.5"	12"	14"	3"	3'-0"	10.5"	10.5"	3'-0"
16"	11.5"	12"	16"	3"	3'-0"	11.5"	11.5"	3'-0"
18"	12"	12"	18"	3"	3'-0"	12"	12"	3'-0"
20"	12"	12"	20"	3"	3'-0"	12"	12"	3'-0"
22"	14"	12"	22"	3"	3'-0"	14"	14"	3'-0"



C4.1

1905

OWNER: BIRMINGHAM
PROJECT NO.: KH
SHEET NO.: KH

12301 WYVIER ROAD
BIRMINGHAM, AL
ARCHITECT: JOHN M. HOLMES
ARCHITECT

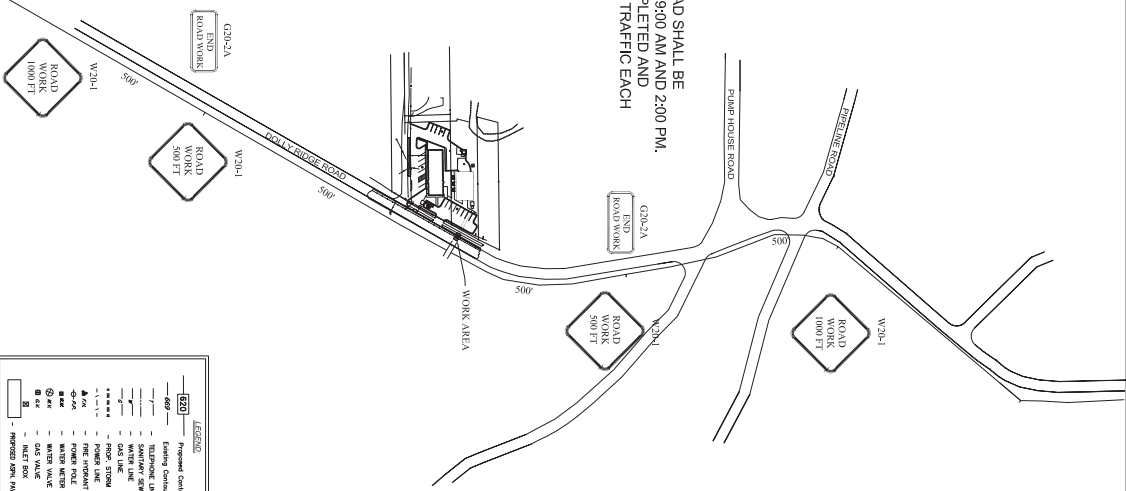
ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

NOTES	
GD-2A	48" X 24"
GD-2A	48" X 24"
WD-2A	48" X 48"
WD-2A	48" X 48"

BY THE ENGINEER

Scale: 1" = 150'

NOTE:
ALL WORK WITHIN DOLLY RIDGE ROAD SHALL BE COMPLETED WITHIN THE HOURS OF 9:00 AM AND 2:00 PM. ALL CONSTRUCTION SHALL BE COMPLETED AND PAVEMENT REPLACED FOR SCHOOL TRAFFIC EACH SCHOOL DAY.

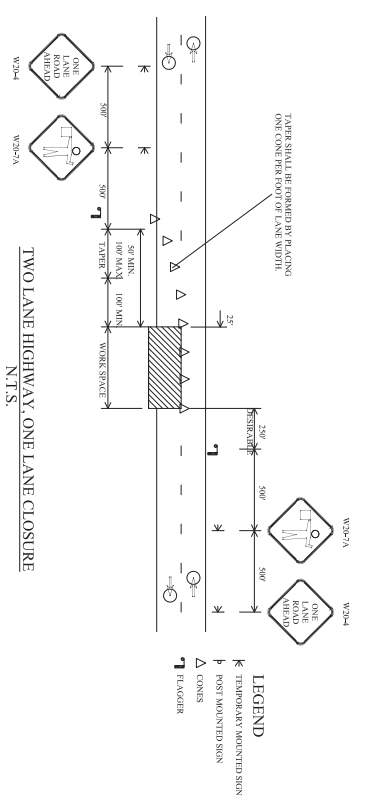


TRAFFIC CONTROL PLAN
SCALE: 1"=150'

LEGEND	
	Proposed Centerline
	Existing Centerline
	TEMPORARY LANE
	TEMPORARY SHOULDER
	TEMPORARY PAVEMENT
	PROPOSED PAVEMENT
	PROPOSED LANE
	PROPOSED SHOULDER
	PROPOSED PAVEMENT
	PROPOSED LANE
	PROPOSED SHOULDER
	PROPOSED PAVEMENT

GENERAL NOTES

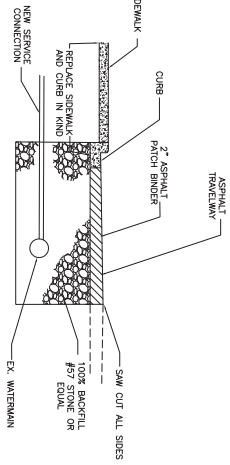
1. ALL ADVANCE WARNING SIGNS REQUIRED AT THE BEGINNING AND END OF PROJECT SHALL BE POST MOUNTED. ALL SIGNS REQUIRED FOR THE LANE CLOSURE SHALL BE TEMPORARILY MOUNTED.



NOTE TO CONTRACTOR:
CONTRACTOR SHALL VERIFY THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE TOWN'S UTILITY COMPANIES. CONTRACTOR SHALL VERIFY THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT TO BE FIELD OR AS BEING EXACT OR COMPLETE. CONTRACTOR SHALL VERIFY THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT TO BE FIELD OR AS BEING EXACT OR COMPLETE. CONTRACTOR SHALL VERIFY THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT TO BE FIELD OR AS BEING EXACT OR COMPLETE. CONTRACTOR SHALL VERIFY THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT TO BE FIELD OR AS BEING EXACT OR COMPLETE.

TRAFFIC CONTROL NOTES

- THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE LATEST EDITION AND REVISIONS OF THE MUTCD AND THE APPROVED TRAFFIC CONTROL PLAN FOR ALL CONSTRUCTION WITHIN WORK AREAS SHOWN AND DESCRIBED IN PART B.
- PERMANENT ROADWAY SIGNS OR TEMPORARY CONSTRUCTION SIGNS WHICH ARE NOT APPLICABLE OR INAPPROPRIATE FOR THE CURRENT CONDITION SHALL BE COVERED OR REMOVED.
- THE DIMENSIONS SHOWN OR DESCRIBED FOR LOCATING TRAFFIC CONTROL DEVICES SHALL BE ADJUSTED TO BEST FIT LOCAL CONDITIONS AND PROVIDE MAXIMUM VISIBILITY.
- IF TRAFFIC CONTROL DEVICES ARE NECESSARY FOR PROPER WARNING AND TRAFFIC CONTROL AFTER SUNSET, THEN AS A MINIMUM, TYPE "B" WARNING LIGHTS SHALL BE PLACED ON THE FIRST WARNING SIGN AND CANALIZING DRUM LIGHTS SHALL BE PLACED ON THE SECOND WARNING SIGN.
- HAZARDOUS CONDITIONS ON OPEN ROADWAY SIGNS AS SHOWN IN PROPOSED WORK AREAS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. ALL VEHICLES OR EQUIPMENT STOPPED OR PLACED WITHIN THE ROAD RIGHT-OF-WAY, AND UNLESS THE CONTRACTOR IS ON SITE AND WORKING, AND PROPER TRAFFIC CONTROL MEASURES ARE BEING TAKEN.
- THE CONTRACTOR SHALL KEEP OPEN ROADWAYS CLEAN AND FREE OF OBSTRUCTIONS AND DEBRIS.
- TRAFFIC CONTROL DEVICES SHALL MEET THE STANDARD EDITION OF THE INSTALLATION REQUIREMENTS SPECIFIED IN THE CURRENT EDITION OF THE ROADWAY AND DRAINAGE MANUALS.
- ADDITIONAL AND DRAINAGE SHALL REMAIN OPEN DURING CONSTRUCTION.
- ALONG MINIMUM 20' RADIUS TO CANALIZE TRAFFIC INTO AND OUT OF INTERSECTING ROADS AND DRIVES WITHIN AREAS WHERE CANALIZING AND YIELD SIGNS SHALL BE PLACED AS NECESSARY FOR PROPER TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.



TYPICAL WATERLINE TRENCH DETAIL
N.T.S.

GENERAL NOTES	
1.	UTILITIES ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT TO BE FIELD OR AS BEING EXACT OR COMPLETE. CONTRACTOR SHALL VERIFY THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT TO BE FIELD OR AS BEING EXACT OR COMPLETE. CONTRACTOR SHALL VERIFY THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT TO BE FIELD OR AS BEING EXACT OR COMPLETE.
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4.	IN THE EVENT OF ANY DISCREPANCIES OR CONFLICTS IN THE DIMENSIONS, OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE ENGINEER IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY REVISIONS.
5.	ALL DIMENSIONS SHOWN HEREON FOR THE ESTIMATION OF PROPERTY LINES.

ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
ARCHITECT

1231 RIVER ROAD
BIRMINGHAM, AL
35244-2644

OWNER REVIEW
1905
1905

CS.0



TRAFFIC CONTROL PLAN
SCALE: 1"=150'

GENERAL TRAFFIC CONTROL PLAN NOTES

- DENOTES NOTES THAT APPLY TO THIS PROJECT
- 700 THE TRAFFIC CONTROL PLAN IS DEVELOPED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, 2009 EDITION. THE TRAFFIC CONTROL DEVICES INDICATED REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE MUTCD. PART 6 AS DIRECTED BY THE ENGINEER. COST SHALL BE PAID FOR UNDER THE APPROPRIATE PAY ITEM.
 - 701 ALL BLACK OR ORANGE CONSTRUCTION SIGNS SHALL BE FABRICATED USING TYPES IV OR VII FLUORESCENT ORANGE REFLECTIVE SHEETING MATERIAL FOR THE SIGN BACKGROUND.
 - 702 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. WHEN THIS IS NOT PRACTICAL, IT SHALL BE PLACED IN AN AREA DESIGNATED BY THE ENGINEER AND DELIMITED BY REFLECTORIZED DRUMS. THIS INCLUDES STORAGE OF TRAFFIC CONTROL DEVICES SUCH AS FLAGGERS, SIGN SUPPORTS, SIGN SHEETS, AND SIGN POSTS. SIGN STORAGE SHALL BE LIMITED TO USE DURING NON-WORKING HOURS TO BE DENISED BY THE CONTRACTOR WITHOUT COST TO THE ADOPT. (SEE SKETCH ON SHEET 16.)
 - 703 WHERE THE LOCATION OF A REQUIRED SIGN FALLS IN A DRAINAGE, SEWERAL, BRIDGE, ETC. OR OTHER UNDESIRABLE LOCATION THE TRAVELING PUBLIC, THE LOCATION SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER.
 - 704 THE CONTRACTOR IS TO REMOVE, RELOCATE OR COVER DURING CONSTRUCTION AND THEN RESET OR SIGN AND DELIMITATIONS AS DIRECTED BY THE ENGINEER. SIGNS REQUIRING REMOVAL SHALL BE STOCKPILED AS DIRECTED BY THE ENGINEER AND SHALL BECOME PROPERTY OF THE ADOPT. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.
 - 705 DURING ALL PHASES OF WORK, NON-APPLICABLE PAVEMENT STRIPING OR MARKINGS SHALL BE REMOVED AND APPROPRIATE PAVEMENT STRIPING OR MARKINGS SHALL BE PLACED AS EXPEDITIOUSLY AS PRACTICAL, BUT IN ALL CASES, SHALL BE IN PLACE BY NIGHTFALL ON ANY ROADWAY CARRYING TRAFFIC, EXCEPT ON SHORT TERM OPERATIONS WHERE IT IS DETERMINED BY THE ENGINEER THAT SUCH REMOVAL AND REPLACEMENT IS MORE HAZARDOUS THAN LEAVING EXISTING MARKINGS IN PLACE. COST OF ANY REMOVAL SHALL BE PAID FOR UNDER ITEM 700D OR AS A SUBSIDIARY OBLIGATION OF ITEM 701C.
 - 706 OMITTED
 - 707 THE CONTRACTOR SHALL PLACE ALL ADVANCE WARNING SIGNS BEFORE PROCEEDING WITH HIS WORK. SIGNS SHALL BE PLACED IN ORDER, IN THE DIRECTION OF TRAFFIC AND REMOVED IN REVERSE ORDER.
 - 708 ALL VEHICLES, EQUIPMENT, PERSONNEL (EXCEPT FLAGGERS), AND THEIR ACTIVITIES, ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
 - 709 THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.
 - 710 CONSTRUCTION SIGNS MOUNTED ON TEMPORARY SUPPORTS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5 FEET.
 - 711 FLAGGERS SHALL BE PROPERLY ATTARED, EQUIPPED WITH STAFF MOUNTED STOP/SLOW PLATES IN SIGHT OF EACH OTHER, OR HAVE DIRECT COMMUNICATION AT ALL TIMES. FLAGGER STATION LOCATION MAY BE VARIED FROM THOSE SHOWN BASED ON ROADWAY ALIGNMENT AND CONDITIONS AT THE TIME OF THE LANE CLOSURE.
 - 712 FLAGGERS ARE TO BE USED WHEN DIRECTED BY THE ENGINEER. SIGNS SHALL BE PLACED AT THE APPROPRIATE TIME, AND SHALL BE COVERED OR REMOVED WHEN FLAGGERS ARE NOT ON DUTY AND DURING NON-WORKING HOURS.
 - 713 FOR MOBILE OPERATIONS, THE TRAFFIC CONES MAY BE DELETED IF THE FLAGGERS ARE IN SIGHT OF EACH OTHER, OR IF A PILOT CONE IS USED ON A TWO LANE ROADWAY.
 - 714 OMITTED
 - 715 ALL CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES, AND CONTRACTOR'S EQUIPMENT NOT IN OPERATION, SHALL BE PARKED A MINIMUM OF THIRTY (30) FEET FROM THE TRAVELED WAY DURING WORKING HOURS, AS NOT TO CREATE A HAZARD.
 - 716 THE TRAFFIC CONTROL PLAN IS NOT ALL INCLUSIVE. THE TOP PROVIDES SEVERAL DETAILED DRAWINGS INDICATING THE TRAFFIC CONTROL NECESSARY FOR THE DIFFERENT CONSTRUCTION ACTIVITIES ANTICIPATED FOR THIS PROJECT. THE CONTRACTOR SHALL SELECT THE DETAILED DRAWING THAT BEST FITS THE ACTIVITY TO BE PERFORMED.
 - 717 OMITTED
 - 718 REQUIRED TEMPORARY ROUTE MARKER ASSEMBLIES THAT ARE TO BE LOCATED IN THE VICINITY OF EXISTING ROUTE MARKERS SHOULD BE PLACED ALONG SIDE OF THOSE AHEAD IN PLACE. SOME EXISTING ROUTE MARKERS MAY HAVE TO BE COVERED OR REMOVED, AS DIRECTED BY THE ENGINEER. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.
 - 719 OMITTED
 - 720 ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER.
 - 721 OMITTED
 - 722 OMITTED
 - 723 THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE SAFETY OF PEDESTRIAN TRAFFIC CROSSING THE WORK ZONE DURING CONSTRUCTION.
 - 724 OMITTED
 - 725 ALL SIGNS SHALL BE POST-MOUNTED IF THE WORK PERIOD EXCEEDS FOUR DAYS, EXCEPT FOR THOSE SIGNS WHICH ARE MOUNTED ON BARRICADES. FOR REPEATED DAY OPERATIONS, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS AND REMOVED AT THE COMPLETION OF THE DAY'S OPERATION.
 - 726 OMITTED
 - 727 DURING THE WORKING OR RESURFACING OF ANY ROADWAY CARRYING TRAFFIC, THE CONTRACTOR SHALL ADVISE THE MOTORISTS OF ANY EDGE OF PAVEMENT DROP-OFFS 3 INCHES OR GREATER BY PLACING SHOULDER DROP-OFF SIGNS EVERY 1/2 MILE BEGINNING PRIOR TO THE BEGINNING OF RESURFACING. REQUIRED SHOULDER WORK TO ELIMINATE THE DROP-OFFS SHALL BE PURSUED IN AN EXPEDITIOUS MANNER FOLLOWING THE WORKING AND/OR RESURFACING.
 - 728 A DIFFERENCE IN ELEVATION OF APPROXIMATELY 2 INCHES OR LESS AT THE CENTERLINE MAY BE ALLOWED DURING NON-WORKING HOURS WITHOUT ADDITIONAL TRAFFIC CONTROL. SPECIAL CONDITIONS MAY EXIST WHERE PROTECTION SHOULD BE PROVIDED WHERE THE DIFFERENCE IS 2 INCHES OR LESS. SIGNS ON TEMPORARY SUPPORTS ARE TO BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED OR AT THE COMPLETION OF THE DAY'S OPERATION.
 - 729 OMITTED
 - 730 OMITTED
 - 731 CHANNELIZING DRUMS SHOULD BE PLACED ON 10 FOOT INTERVALS IN PAULI.
 - 732 CHANNELIZING DRUMS PLACED TO PROTECT COMPLETED WORK NOT OPEN TO TRAFFIC, SHOULD BE SPACED AT 50 FOOT INTERVALS.
 - 733 CHANNELIZING DRUMS PLACED IN THE EXCAVATED AREA AHEAD OF PAVING OPERATIONS, SHOULD BE SPACED AT 50 FOOT INTERVALS.
 - 734 CHANNELIZING DRUMS PLACED ON PAVEMENT DURING WORKING HOURS SHALL BE SHIFTED TO THE EDGE OF SHOULDER DURING NON-WORKING HOURS AND DURING PEAK PERIODS.
 - 735 CHANNELIZING DRUMS SHOULD BE PLACED ON 25 FOOT INTERVALS THROUGHOUT ALL TAPPERS.
 - 736 CHANNELIZING DEVICES SHALL EXTEND TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
 - 737 OMITTED
 - 738 THE DIMENSIONS SHOWN IN THE TRAFFIC CONTROL SUMMARY BOX ARE CONSIDERED TO BE THE MINIMUM REQUIREMENT FOR HANDLING TRAFFIC AT ANY GIVEN TIME DURING CONSTRUCTION. LIGHTWEIGHT TYPE B WARNING LIGHTS (WEIGHING 3.3 POUNDS OR LESS) WITH DETACHABLE HEADS MAY BE USED ON DRUMS IN SPECIAL SITUATIONS AS SHOWN ON THE PLANS. TYPE B WARNING LIGHTS SHALL BE USED ON DRUMS IN SPECIAL SITUATIONS AS SHOWN ON THE PLANS. TYPE B WARNING LIGHTS (WEIGHING 3.3 POUNDS OR LESS) SHALL BE USED ON DRUMS IN SPECIAL SITUATIONS AS SHOWN ON THE PLANS. ANY HEAVYWEIGHT WARNING LIGHTS ON BARRICADES MUST BE CERTIFIED BY THE VENDOR AS TO CRASHWORTHINESS OF THE BARRICADE AND WARNING LIGHT COMBINATION.
 - 739 FOR DIVIDED ROADWAYS, THE REQUIRED ADVANCE WARNING SIGNS SHALL BE POSTED ON BOTH THE RIGHT AND LEFT SIDE OF THE ROADWAY.
 - 740 THE CONTRACTOR SHALL CLOSE THE LANE ADJACENT TO THE WORK AREA ANYTIME WORK OUTSIDE THE EXISTING TRAVEL LANES ENCOMPASSES WITHIN 2 FEET OF THE EXISTING EDGE OF PAVEMENT.
 - 741 OMITTED
 - 742 THE TRANSITION TAPER LENGTH (L) IS SHOWN IN TABLE 6C-4, AND THE BUFFER LENGTH IS SHOWN IN TABLE 6C-2 OF THE MUTCD, PART 6, 2009 EDITION.
 - 743 UNOPEN LANE SIGNS SHALL BE COVERED OR REMOVED WHEN NO UNOPEN PAVEMENT CONDITIONS EXIST. MOVING OPERATIONS SHALL BE CONFINED TO ONE LANE IN THE DIRECTION OF TRAFFIC.
 - 744 OMITTED
 - 745 OMITTED
 - 746 OMITTED
 - 747 OMITTED
 - 748 R16-3 AND R16-3a SIGNS SHALL BE REQUIRED FOR EVERY PROJECT ON STATE ROUTES AND INTERSTATE HIGHWAYS. THEY SHALL BE POSTED AT THE BEGINNING AND END OF THE PROJECT. ADDITIONAL SIGN SHALLS SHALL BE POSTED AT MAXIMUM THREE MILE INTERVALS THROUGHOUT THE PROJECT LIMITS. ADDITIONAL R16-3 SIGNS SHALL BE REQUIRED WITH A W3-5b SIGN AND R2-1 SIGN WHENEVER A REDUCTION IN SPEED IS REQUIRED. WHEN A CONSTRUCTION WORK ZONE SPEED LIMIT REDUCTION IS REQUIRED, THE CONTRACTOR SHALL COVER OR REMOVE THE R2-1 (REGULATORY SPEED SIGNS) AND THE W3-5b (REDUCED SPEED AHEAD) SIGNS AT THE END OF THE WORK DAY UNLESS OTHERWISE DIRECTED BY THE ENGINEER. DURING REPLACEMENT OF GABARIAL AND/OR GABARIAL END ANCHORS, A REFLECTORIZED DRUM WITH A LIGHTWEIGHT TYPE B WARNING LIGHT (WEIGHING 3.3 POUNDS OR LESS) SHALL BE PLACED BEFORE THE END OF ANY EXPOSED GABARIAL. AT NIGHT WHERE THE GABARIAL END ANCHOR CANNOT BE REPLACED IN ONE DAY'S TIME.
 - 749 CONSTRUCTION SIGNS MOUNTED ON A SINGLE OR DUAL SQUARE TUBULAR OR U-GIRDED POST SHALL BE INSTALLED AS SHOWN ON SPECIAL DRAWING NOS. DSW-025D THROUGH DSW-025J. SINGLE OR DUAL 4 X 4 WOOD POSTS ARE OBSOLETE DRAWINGS.
 - 750 THE CONTRACTOR AND THE CONSTRUCTION ENGINEER SHALL DISCUSS AND PLAN FOR THE HANDLING OF TRAFFIC FOR ALL HOLIDAYS BEFORE ANY WORK BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DIVISION ENGINEER, THE FOLLOWING SHALL HOLD: THE CONTRACTOR SHALL NOT HAVE A LANE CLOSURE DURING THE FOLLOWING PERIODS UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR ADOPT: FROM 11:59 PM DECEMBER 23 THROUGH 11:59 PM JANUARY 2 FOR CHRISTMAS AND NEW YEARS DAY; FROM 12:00 NOON THE FRIDAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY; FROM 11:59 PM DECEMBER 23 THROUGH 11:59 PM JANUARY 2 FOR NATIONAL MEMORIAL DAY AND LABOR DAY; FROM 12:00 NOON THE FRIDAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY; FROM 12:00 NOON THE DAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.
 - 751 THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS OR EVENTS NOT LISTED ON ADOPT'S LIST OF OFFICIAL STATE HOLIDAYS.
 - 752 THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS OR EVENTS NOT LISTED ON ADOPT'S LIST OF OFFICIAL STATE HOLIDAYS.

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Traffic Control
Notes

OWNER REVIEW
PROGRESS 05-04-19

DATE	BY	REVISION
1905	KH	KH
C5.1	KH	**

ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

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 - 751 FOR INDEPENDENCE DAY (THE 4TH OF JULY) FROM 12:00 NOON THE DAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.
 - 752 THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS OR EVENTS NOT LISTED ON ADOPT'S LIST OF OFFICIAL STATE HOLIDAYS.

JOHN M. DOOLITTLE ARCHITECTS

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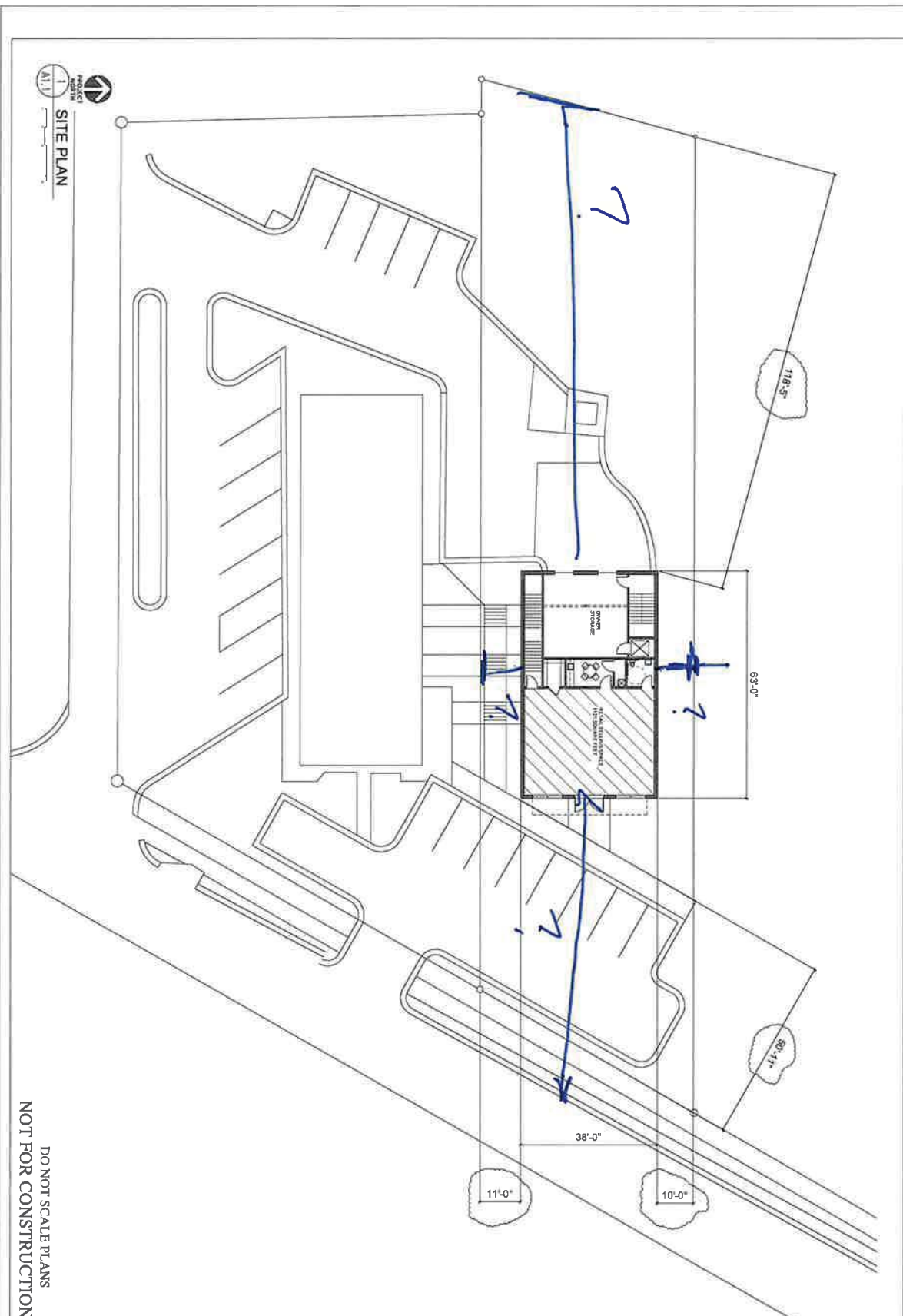
OWNER REVIEW PROGRESS: PD-4-19

Traffic Control Notes

DATE	BY	REVISION
1905	KH	KH

CS-1

ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA



PROJECT
 1
 SITE PLAN
 A1.1A

DO NOT SCALE PLANS
 NOT FOR CONSTRUCTION

DATE	BY	SCALE
1905		
A1.1A	01	08

ZONING REQUEST
 INC-2019-01

1220 RIVER ROAD
 BIRMINGHAM, AL
 JOHN M. TOLMERS
 ARCHITECTS

ITM-PHASE II
 DOLLY RIDGE ROAD, VESTAVIA, ALABAMA





ITM-PHASE II DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
ARCHITECT



1220 RIVER ROAD
BIRMINGHAM, AL
205-988-1111
www.jmharchitect.com

SHEET TITLE

ZONING REQUEST
08-10-19

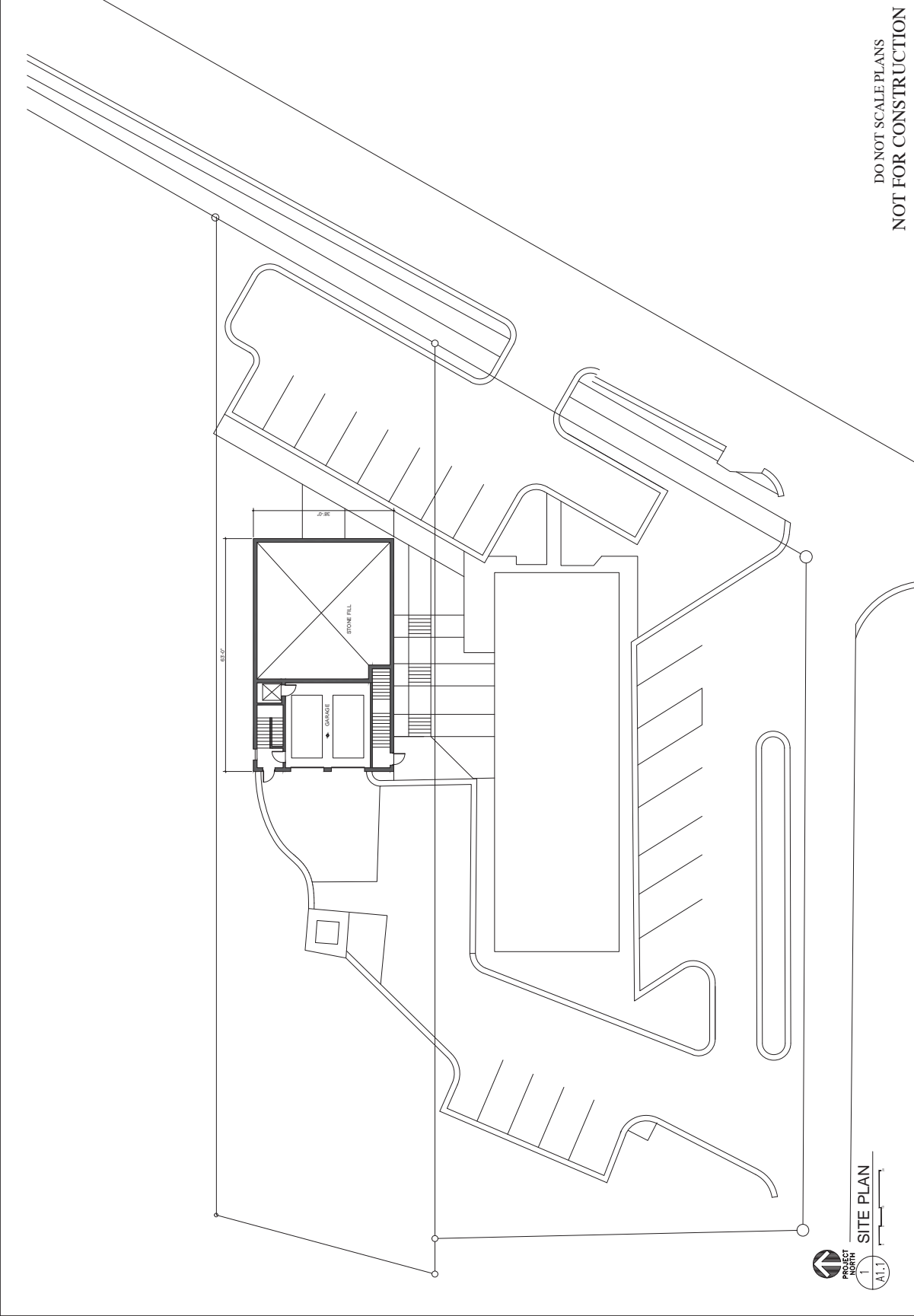
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PROJECT NO.
1905

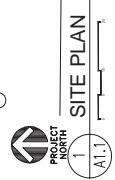
DATE

PROJECT NO.
A1.1A

DATE
01/08



DO NOT SCALE PLANS
NOT FOR CONSTRUCTION



SITE PLAN

1
A1.1



ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

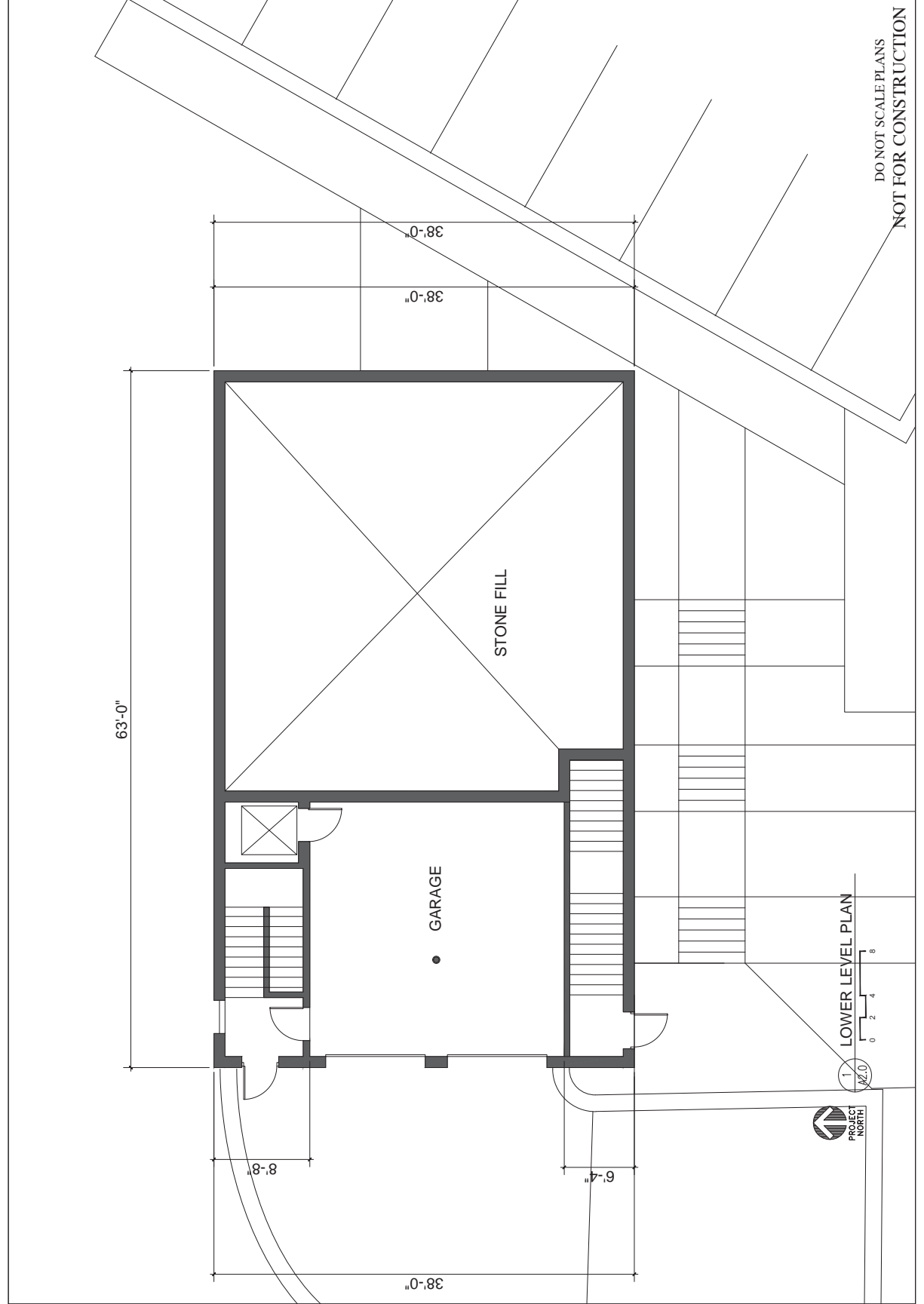
JOHN M. HOLMES
ARCHITECT

1220 RIVER ROAD
BIRMINGHAM, AL
205-978-1111
www.johnmholmes.com

ZONING REQUEST
(8-10-19)

PROJECT NO.
1905

SHEET NO.
A2.0 OF **08**



1
1/8" = 1'-0"
0 2 4 8
LOWER LEVEL PLAN

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NOT FOR CONSTRUCTION





ITM-PHASE II
 DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
 ARCHITECT

1220 RIVER ROAD
 BIRMINGHAM, AL
 PHONE: 205.975.1111
 FAX: 205.975.1112
 WWW.JMHARCHITECT.COM

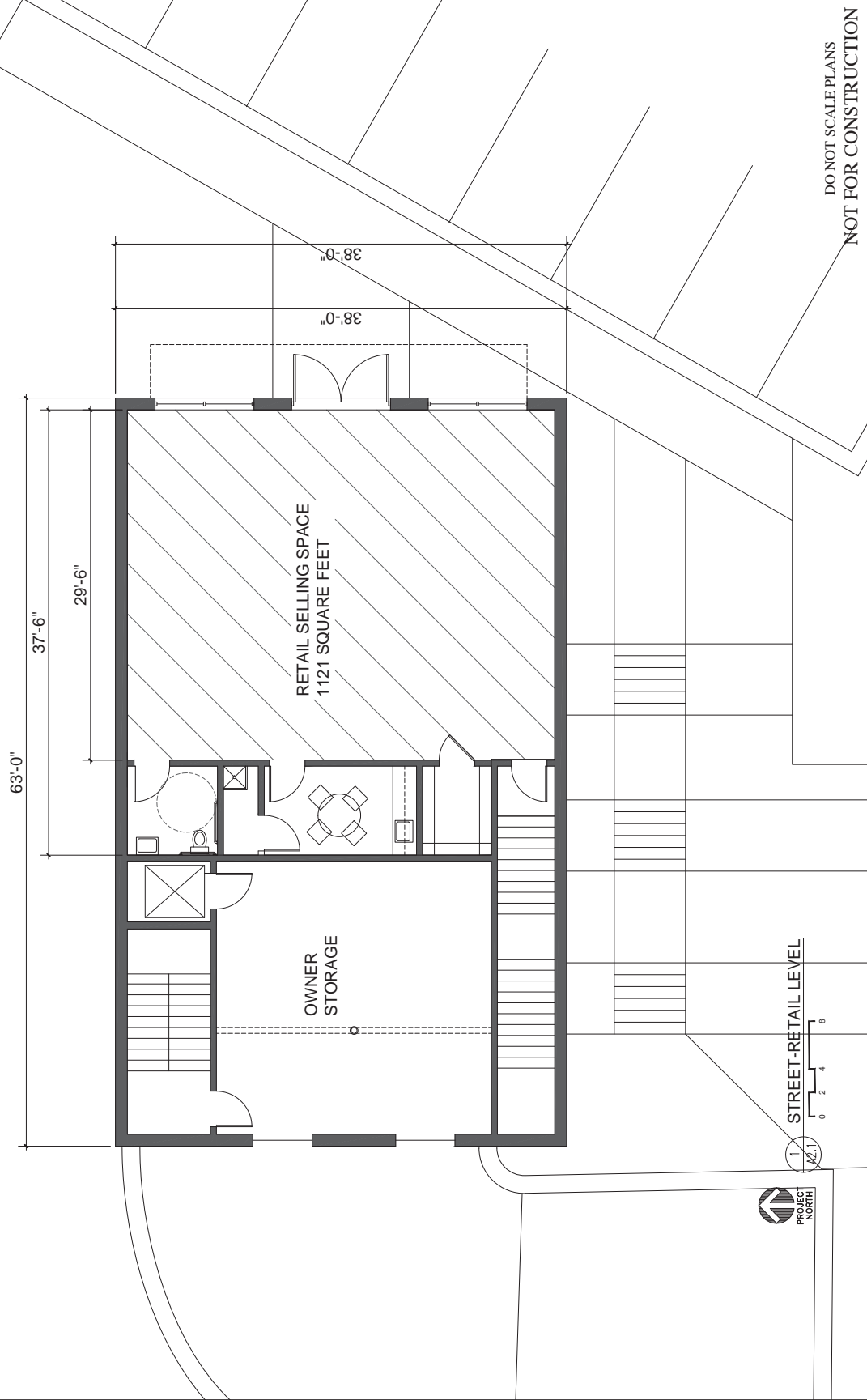
ZONING REQUEST
 (8-10-19)

DATE: 10/19/19
 DRAWN: JMH
 CHECKED: JMH
 APPROVED: JMH

PROJECT NO: 1905

SHEET NO: 03

A2.1 OF 08



DO NOT SCALE PLANS
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ITM-PHASE II
 DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
 ARCHITECT

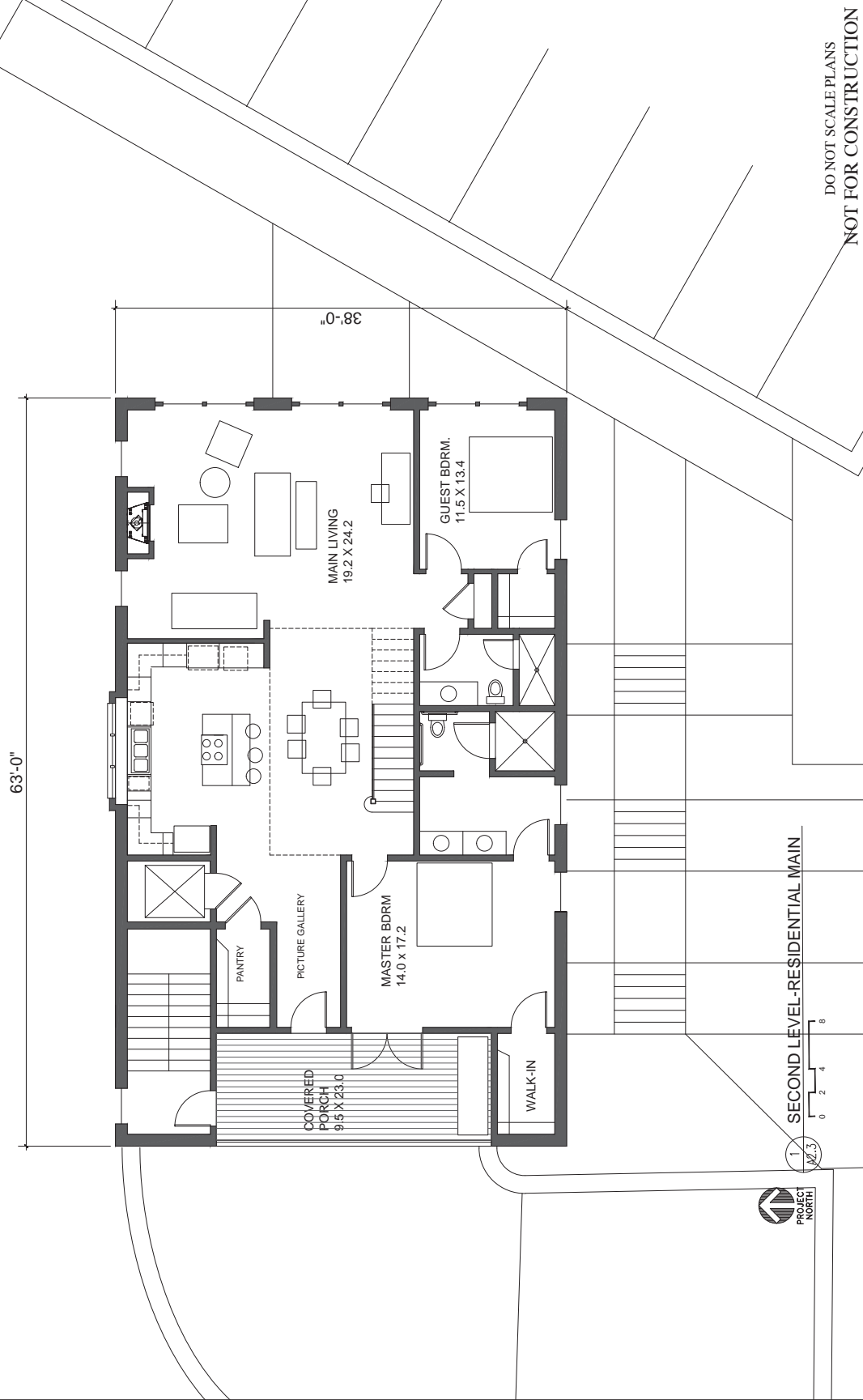
1220 RIVER ROAD
 BIRMINGHAM, AL
 35203-1100
 PHONE: 205-988-1100
 FAX: 205-988-1101
 WWW: JMH.AA

ZONING REQUEST
 (8-10-19)

DATE	REVISION	APPROVED
JMH	JMH	JMH

PROJECT NO.
1905

SHEET NO.
A2.2 OF **08**



1 SECOND LEVEL-RESIDENTIAL MAIN

DO NOT SCALE PLANS
 NOT FOR CONSTRUCTION





ITM-PHASE II
 DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
 ARCHITECT



1220 RIVER ROAD
 BIRMINGHAM, AL
 35203-1100
 PHONE: 205-988-1100
 FAX: 205-988-1101
 WWW: JMH.Architect.com

ZONING REQUEST
 (8-10-17)

DATE: 10/17/17

PROJECT NO: 1905

SHEET NO: A2.3

OF 08

63'-0"

38'-0"

2394 TOTAL
 MEZZ. 794 TOTAL < 798 ALLOWED

OPEN
 TO
 BELOW

MEZZANINE LEVEL
 0 2 4 8



DO NOT SCALE PLANS
 NOT FOR CONSTRUCTION



ITM-PHASE II DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

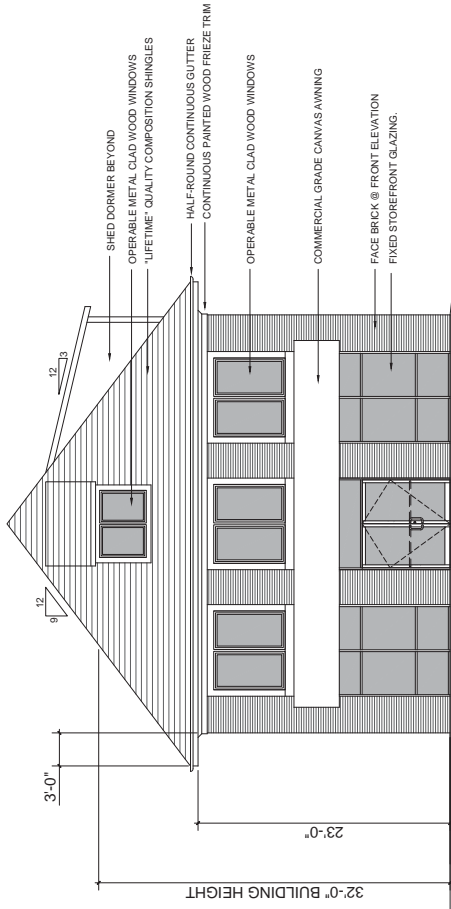
JOHN M. HOLMES
ARCHITECT

1220 RIVER ROAD
BIRMINGHAM, AL
205-442-1111
www.johnmholmes.com

ZONING REQUEST
08-00-19

1905

SHEET NO. **A3.1** OF 08



1 FRONT ELEVATION ALONG DOLLY RIDGE



SHED DORMER BEYOND
OPERABLE METAL CLAD WOOD WINDOWS
LIFETIME QUALITY COMPOSITION SHINGLES

METAL CLAD FRENCH DOORS
COMPOSITE LAP SIDING
6" EXPOSURE

OPERABLE METAL CLAD WOOD WINDOWS
COMMERCIAL GRADE CANVAS AWNING

FACE BRICK
ROUND DOWNSPOUTS
SOLID UPWARD ACTING SECTIONAL DOORS

HALF RAILING @ BALCONY
LOW SLOPE METAL ROOF
UNDER COVERED BALCONY

COMMERCIAL GRADE
CANVAS AWNING

LANDSCAPED PEDESTRIAN PASSAGE
BETWEEN BUILDINGS

2 REAR ELEVATION



DO NOT SCALE PLANS
NOT FOR CONSTRUCTION



ITM-PHASE II DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
ARCHITECT

1220 RIVER ROAD
BIRMINGHAM, AL
PROJECT NO. 1905

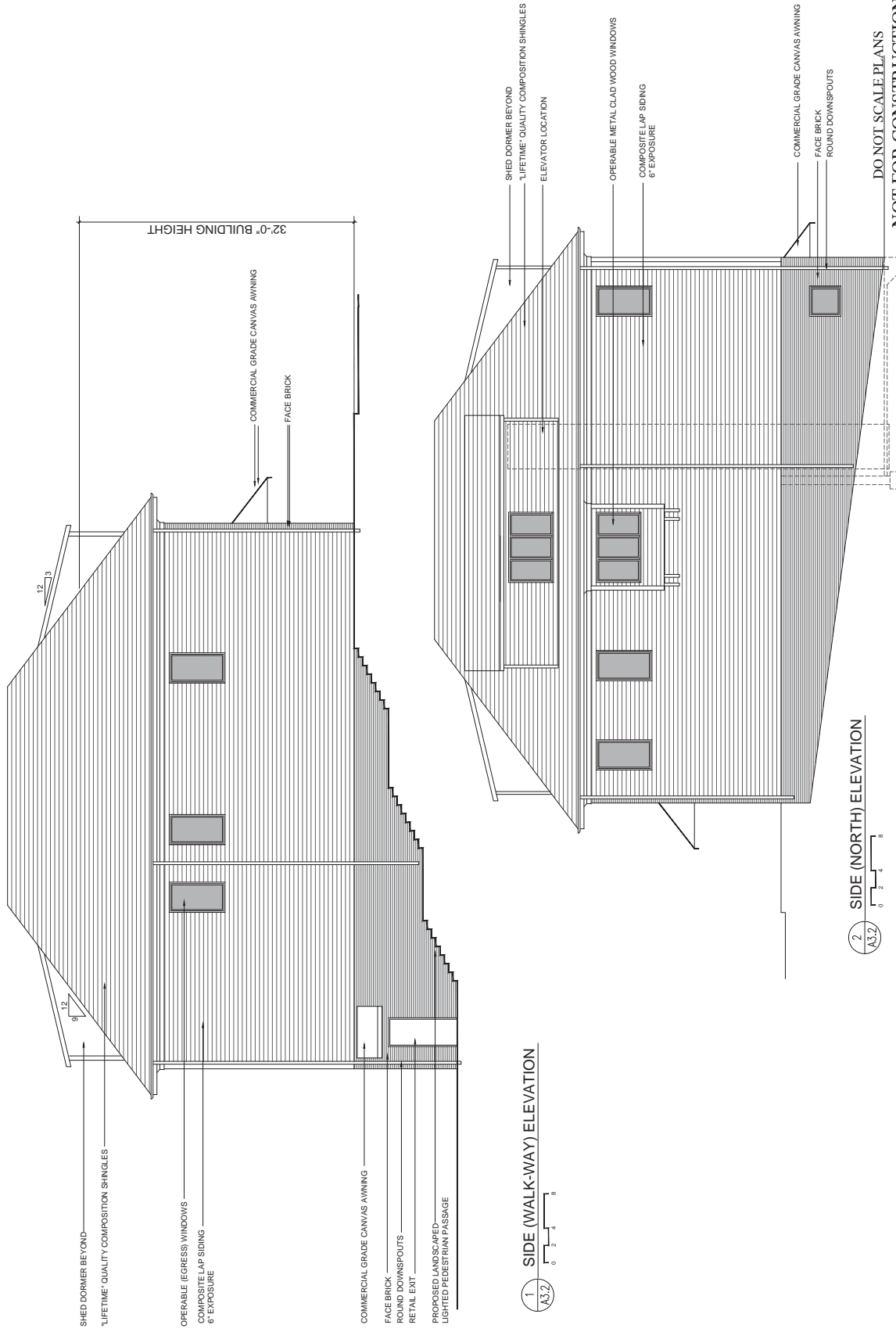
ZONING REQUEST
08-10-19

DATE: 07/08

1905

PROJECT NO.

DATE: 07/08



32'-0" BUILDING HEIGHT

1 SIDE (WALK-WAY) ELEVATION

2 SIDE (NORTH) ELEVATION

DO NOT SCALE PLANS
NOT FOR CONSTRUCTION



ITM-PHASE II
DOLLY RIDGE ROAD, VESTAVIA, ALABAMA

JOHN M. HOLMES
ARCHITECT



1220 RIVER ROAD
BIRMINGHAM, AL
35203-3300
205-975-1100
WWW.JMH.AAASOCIATES.COM

SHEET TITLE

DATE

ZONING REQUEST
(8-10-19)

DATE
DRAWN
DATE
PROJECT NO.

1905

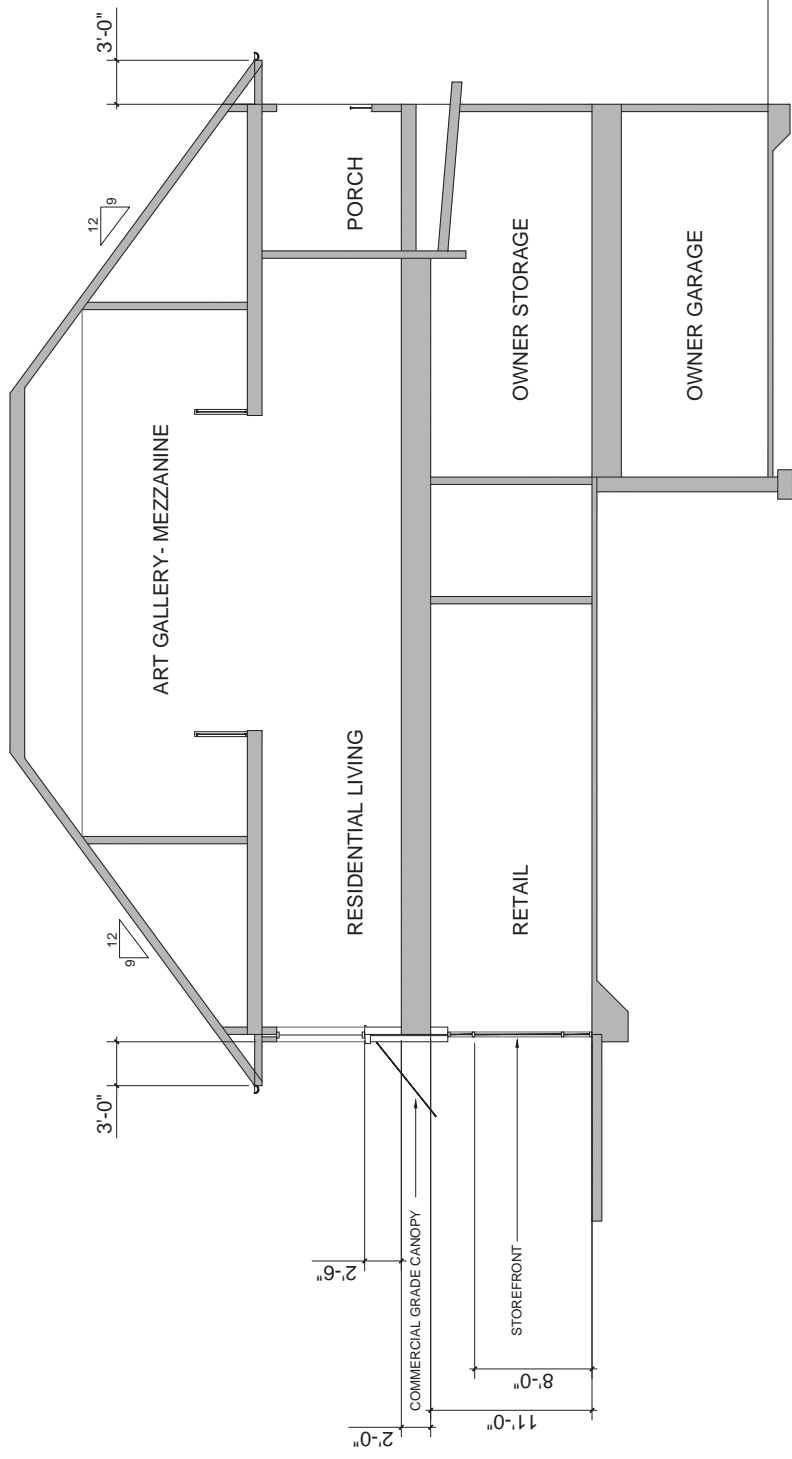
SHEET NO.

08

A4.1

08

DO NOT SCALE PLANS
NOT FOR CONSTRUCTION



1
A4.1
SCHEMATIC BUILDING SECTION

Prepared by and when recorded return to:

Sarah P. Thomson
Leitman, Siegal & Payne, P.C.
420 North 20th Street, Suite 2000
Birmingham, Alabama 35203

STATE OF ALABAMA

COUNTY OF JEFFERSON

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS, that:

WHEREAS, the undersigned, Timothy B. Higgins, is the owner of that certain real property located in Jefferson County, Alabama, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property");

WHEREAS, the Property is currently classified as a mixed-use property as defined by the City of Vestavia Hills, Alabama Code of Ordinances; and

WHEREAS, the undersigned desires to subject said Property to the conditions, limitations, and restrictions hereinafter set forth.

NOW, THEREFORE, the undersigned does hereby expressly adopt the following restrictive covenants, conditions, and limitations for said Property, to-wit:

1. For as long as there is a residential dwelling on the Property, the residential dwelling on the Property shall be used or occupied exclusively as one (1) single-family dwelling.
2. The residential dwelling on the Property shall not be rented as an apartment.

[signature on the following page]

IN WITNESS WHEREOF, Timothy B. Higgins has caused this Declaration of Restrictive Covenants to be executed on this _____ day of _____, 2019.

TIMOTHY B. HIGGINS

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that TIMOTHY B. HIGGINS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

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

Notary Public
My Commission Expires: _____

EXHIBIT "A"

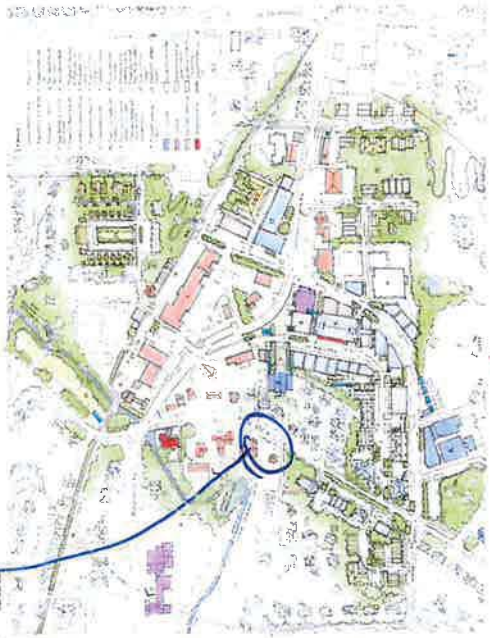
A parcel of land situated in the Southeast one-quarter of the Northwest one-quarter of Section 22, Township 18 South, Range 2 West Jefferson County, Alabama, said parcel being a part of lot 8, Block B-1, according to the map of New Merkle Heights as recorded in Map Book 16, page 20 as recorded in the Office of the Judge of Probate Jefferson County, Alabama and being more particularly described as follows:

Begin at the Southwest corner of said lot 8 and run in a Northeasterly direction along the West line thereof for a distance of 61.00 feet to a set 5/8" capped rebar; thence leaving said West line, turn an interior angle of 105 degrees 10 minutes 08 seconds to the left and run in an Easterly direction for a distance of 269.87 feet to a found 5/8" capped rebar stamped (JAM) on the Northwestern-most right of way of Dolly Ridge Road (50' right of way); thence turn an interior angle of 59 degrees 54 minutes 23 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 68.36 feet to a set 5/8" capped rebar, said point being the Southeast corner of said lot 8; thence leaving said right of way, turn an interior angle of 120 degrees 01 minutes 55 seconds to the left and run in a Westerly direction along the South line of said lot 8 for a distance of 251.55 feet to the POINT OF BEGINNING.

Subject Parcel

Cahaba Heights

Vesuvia Hills | ALABAMA



Concepts

The project is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama. It is a prime location for a new residential development, offering a mix of housing options and amenities.

Make a strong statement by building with high-quality materials and finishes. The project is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.

High-quality materials and finishes. The project is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.

High-quality materials and finishes. The project is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.

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High-quality materials and finishes. The project is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.

High-quality materials and finishes. The project is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.



Location

The project is located in the heart of Cahaba Heights, Alabama, a prime location for a new residential development. It is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.

History of this project

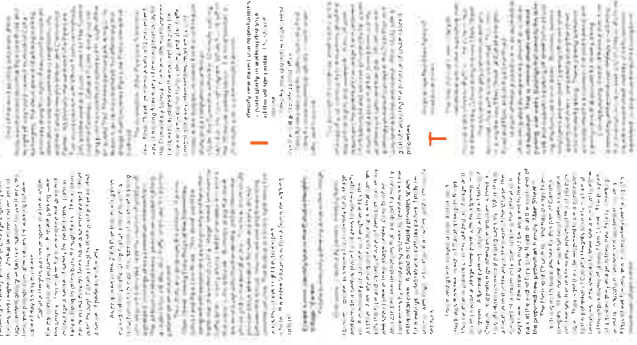
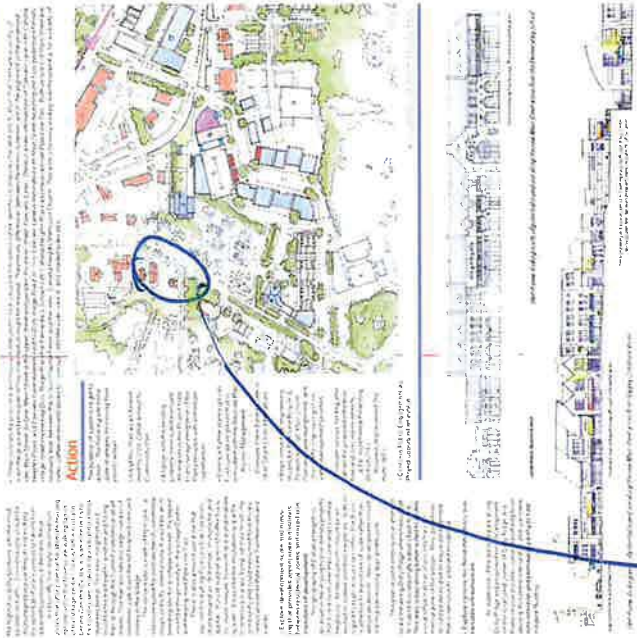
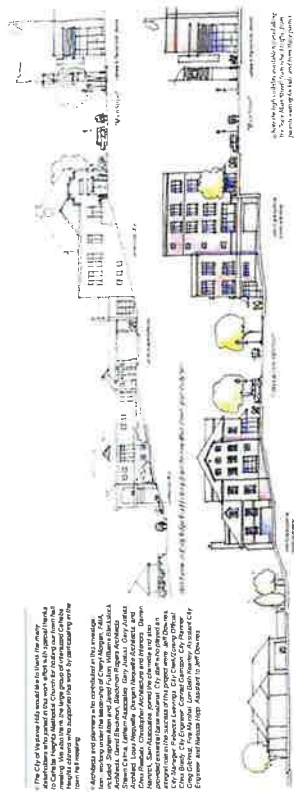
The project has a long history, starting with the initial planning and design. It is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.

Goals & Principles

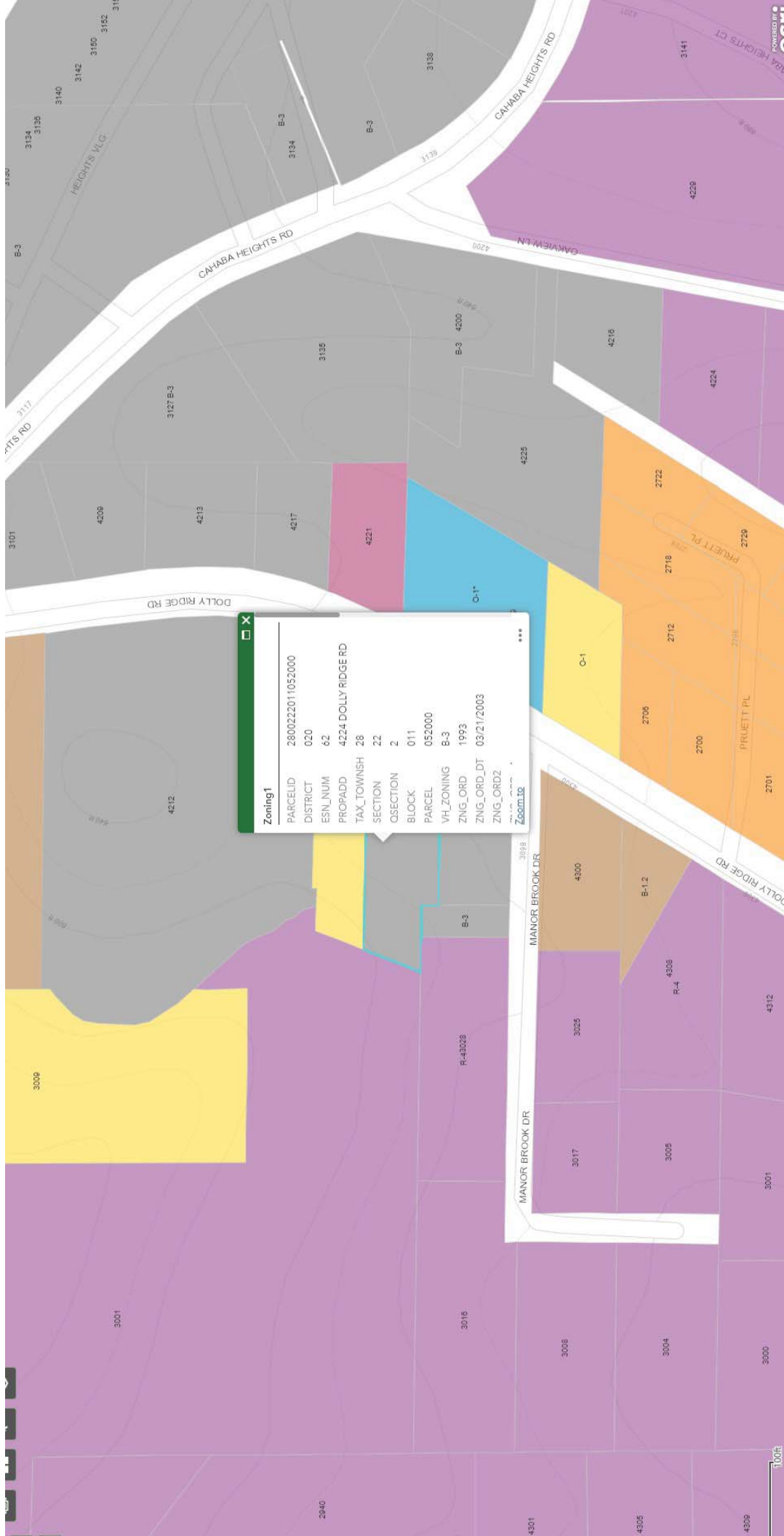
The project aims to create a high-quality residential development in the heart of Cahaba Heights, Alabama. It is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.

Assets & Opportunities

The project offers a variety of assets and opportunities, including high-quality materials and finishes. It is a multi-phase, high-quality residential development in the heart of Cahaba Heights, Alabama.



Subject Parcel



Zoning1	
PARCELID	2800222011052000
DISTRICT	020
ESN_NUM	62
PROPADD	4224 DOLLY RIDGE RD
TAX_TOWNSH	28
SECTION	22
OSECTION	2
BLOCK	011
PARCEL	052000
VFL_ZONING	B-3
ZNG_ORD	1993
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	
Zoom:10	

100ft

POWERED BY

ORDINANCE NUMBER 2899

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH JEFFERSON COUNTY COMMISSION TO JOIN A GIS CONSORTIUM TO CONTACT WITH G-SQUARED FOR PLANIMETRIC GIS DATA OVER THE NEXT 3 YEARS

WHEREAS, Geographic Information Services (“GIS”) has become an integral part of the City’s information base for several departments including planning, zoning, engineering, VHPD, VHFD, Public Services, etc.; and

WHEREAS, Jefferson County began the Jefferson County Consortium (“the Consortium”) of several Jefferson County entities to cooperate together in order to contract with G-Squared, for delivery of planimetric data including, but not limited to buildings, pavement, paves and unpaved roads and other layers with an migration from 10 to 50 engineering grade scale; and

WHEREAS, this detailed information will provide accurate and high quality orthophotography and planimetric data annually for a period of three years, higher accuracy imagery, buildings, street data; and

WHEREAS, the City Manager has reviewed and recommended participation in the Jefferson County GIS Consortium at the minimum participation graduated rates of: \$19,000 (year 2020); \$30,000 (year 2021) and \$45,000 (year 2022); and

WHEREAS, the Mayor and City Council find it is in the best public interest to consent to participation in the Consortium as described above.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement for participation in the Consortium at the graduated rates of \$19,000 (year 2020); \$30,000 (year 2021) and \$45,000 (year 2022); and
2. A copy of said agreement is marked as Exhibit A, attached and incorporated into this Ordinance Number 2899 as if written fully therein; and
3. This Ordinance Number 2899 shall become effective immediately upon adoption and approval and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 25th day of November, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: October 21, 2019

TO: Jeff Downes, City Manager

FROM: Rebecca Leavings, City Clerk/Zoning Official
 Jack Wakefield, Planner and GIS Technician
 Brian Davis, Public Services Director
 Christopher Brady, City Engineer

RE: Jefferson County GIS Consortium and G-Squared Contract

Geographic Information Services was begun in the City Clerks Office many years ago to be utilized as an informational land base and has since become an integral part of many departments including Engineering, VHPD, VHFD, Public Services, etc. The utilization of GIS is constant in our departments in order to derive information concerning all aspects of our jobs and the questions and/or requests that derive from contractors, attorneys, engineers and the general public regarding land in the City.

Recently, our department had the opportunity to join with the Jefferson County Consortium on a new partnership with G-Squared for delivery of planimetric data (*planimetric - showing only the horizontal position of features on the Earth's surface which show geographic objects, natural and cultural physical features, and entities without topographic features such as roads, buildings, and water bodies that are visible and identifiable on aerial photographs*) including, but not limited to buildings, pavement, paved and unpaved roads and other layers with a migration from 10 to 50 engineering grade scale. This will open up Planimetric Areas of Change detection of properties and related taxes in city and zoning processing. Benefits include:

- Regular higher quality and accuracy orthophotography and planimetric data (every year). Previous contracted projects were every 3-5 years and only with Jefferson County and only accessible via internet through the public viewing system.
- Having higher accuracy imagery, buildings and streets data will help JC cities and agencies with:
 - Public Safety and Emergency Response teams (accurate and updated streets and buildings)
 - Engineering projects and field operations
 - Tax Map (parcels) Modernization project - the new 50 scale imagery and data is critical to the update parcels and cities boundaries
- JC Consortium cost sharing makes feasible for all agencies to have yearly aerial survey and mapping updates for all JC cities & agencies
- The ability for the City to import the planimetric data into the City's GIS system for better analysis of properties, ability to identify planimetric data, etc. for utilization into the City's maps.

Within this consortium, Vestavia Hills was given the projected minimum level partner contribution at a rate of 5% with a 3-year funding commitment with the understanding that if more partners are recruited, the possibility of a reduced rate could be recognized.

The GIS Consortium is requesting the following in commitments from the seven current partners for the years 2020-2022 (3-year commitment).

JC GIS Consortium Partners	G-Squared Contract Funding	
	3 years Funding Commitment	Cost Sharing by Partners %
Jefferson County Commission	\$ 679,000	35.9%
Birmingham	\$ 140,000	7.40%
JCHD	\$ 140,000	7.4%
JC 911	\$ 305,000	16.1%
911 Birmingham	\$ 305,000	16.1%
City of Hoover	\$ 132,000	7.0%
Vestavia Hills	\$ 94,000	5.0%
GIS Consortium Total	\$ 1,892,000	100%

With this the City has an option to pay a graduated cost of \$19,000 (year 2020); \$30,000 (year 2021) and \$45,000 (year 2022). The City is paying the minimum partner amount, however, all information will be provided to the City as it is for all other entities.

In order for the fly to occur during the winter months, commitment must be obtained soon. Therefore, the City Zoning Staff join together to request that the Council approve the agreement that is attached to this memorandum along with the pre-commitment of the 3-year or total \$94,000 commitment for this planimetric data.

Thank you, in advance for your consideration. If you need more information, please feel free to contact Rebecca Leavings, City Clerk.

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

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

October 21, 2019

By Electronic Mail

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Proposed Contract Agreement Between Jefferson County Commission
and the City of Vestavia Hills

Dear Mr. Downes:

On October 21, 2019, City Clerk Rebecca Leavings sent to me via electronic mail a proposed Contract Agreement (“contract”) between Jefferson County Commission (“County”) and the City of Vestavia Hills (“Consortium Partner”) with a request that a review the contract and provide my written legal opinion. The purpose of this letter is to comply with her request.

I. FACTS

The proposed contract proposes that the County and Consortium Partner will purchase updated orthophotography and planimetric data in order to maintain their respective existing GSI data sets. The contract is for a period not to exceed four (4) years. The maximum contract price for the Consortium Partner will not exceed \$94,000.00.

II. LEGAL OPINIONS

A. VALIDITY OF CONTRACT: The Alabama Competitive Bid Law at Title 41-16-50(b), *Code of Alabama, 1975*, permits the Jefferson County Commission and the City Council of the City of Vestavia Hills to provide by joint agreement for the purchase of labor, services or work or for the purchase or lease of materials, equipment, supplies or other personal property for use by their respective agencies. Therefore, it is my legal opinion that the County and City may legally enter into this agreement.

October 21, 2019

Page 2

B. TERMS, PROVISIONS AND CONDITIONS: I have carefully reviewed the proposed contract and do not have any recommended additions, deletions, changes and/or corrections. Therefore, I approve the contract as written from a legal standpoint.

Please call me if you have any questions regarding any matters set forth in this legal opinion.

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by e-mail)

CONTRACT AGREEMENT

TERMS AND CONDITIONS

Between

Jefferson County Commission

And

The City of Vestavia Hills

Contract No. #####

**Orthophotography and Planimetric Data Cost Sharing
Jefferson County, Alabama**

CONTRACT FORM

THIS AGREEMENT made this ____ day of _____, 2019, by and between, **Jefferson County Commission (COUNTY)** with its offices at 716 Richard Arrington Jr. Blvd. N Birmingham, AL 35203 and **The City of Vestavia Hills**, with its offices at 1032 Montgomery Hwy, Vestavia Hills, AL 35216, hereinafter referred to as "Consortium Partner".

For the purposes of this Contract, the following terms are defined as follows:

1. "Contract" means this Agreement.
2. "Consortium Partner" means The City of Vestavia Hills.
3. "Contract Administrator" means Jefferson County Commission, and its duly authorized representatives.

WHEREAS, COUNTY and Consortium Partner mutually desire to maintain their existing GIS data sets through regular updates, and it is in the best interest of those served by COUNTY and Consortium Partner to financially share the cost of data acquisition updates; and

WHEREAS, COUNTY has contracted with G Squared, LLC for three years (3), until December 31, 2022, with an option to extend for one (1) additional year, to migrate existing planimetric features from 100 scale to 50 scale, to provide updated orthophotography and planimetric data; and

WHEREAS, Consortium Partners who providing funding toward the project, through economies of scale, will be able to mutually obtain the countywide data sets at a significant savings compared to one agency contracting for the services as a single entity; and

WHEREAS, Consortium Partner has committed funds toward the project as set forth in this AGREEMENT.

ARTICLE 1. STATEMENT OF WORK (SOW)

I. Jefferson County, Alabama 2020 - 2022 Countywide 1" = 50' Scale Photogrammetric Mapping and Orthoimagery Project SOW

The objective of the project is to establish an intergovernmental funding consortium in order to obtain new digital color orthorectified aerial photography and updated planimetric data sets for Jefferson County,

Alabama encompassing an area of approximately 1153 square miles. The data will be used for infrastructure analysis and management, property valuation, law enforcement, emergency management, land and transportation planning, permitting, stormwater management, tax mapping, preliminary engineering, and to support other business processes within agency departments. The project area shall be defined as the geographic entirety of Jefferson County.

The specifications for this project are in accordance with the Alabama Department of Revenue, Property Tax Division specifications (ADV-25), Effective June 2010. The products and/or services to be provided by COUNTY hereunder (hereinafter referred to collectively as "Deliverables") are defined below and are governed by the ALDOT/ALDOR/NMAS specifications for 1" = 100' map accuracy standards:

Products and/or Services to Be Provided (Countywide):

- Color orthophotography with 3" resolution at 1" = 50' scale in Mr. Sid and geo-tiff format
- Planimetric Map features listed in Attachment B in Microstation and ESRI Geodatabase format
- Change Detection parcel layer with Excel Spreadsheet of parcel numbers
- Updated Terrain model data for the areas of change in ESRI shapefile format

Schedule:

Year 1:

January 15, 2020 – Ground control and flight planning complete
 January 15, 2020 – March 15, 2020 – Aerial Acquisition complete
 October 1, 2020 – Orthophotography delivered
 December 31, 2021 – Planimetric Updated where areas have changed delivered
 December 31, 2021 – Data migration of existing planimetric features from 100 scale to 50 scale **(in progress)**

Year 2:

January 15, 2021 – Ground control and flight planning complete
 January 15, 2021 – March 15, 2021 – Aerial Acquisition complete
 October 1, 2021 – Orthophotography and Building Footprints update delivered
 December 31, 2021 - Remaining Planimetric Updated (Areas of change) delivered
 December 31, 2021 – Data migration of existing planimetric features from 100 scale to 50 scale **(in progress)**

Year 3:

January 15, 2022 – Ground control and flight planning complete
 January 15, 2022 – March 15, 2022 – Aerial Acquisition complete
 October 1, 2022 – Orthophotography and Building Footprints update delivered
 December 31, 2022 - Remaining Planimetric Updated (Areas of change) delivered
 December 31, 2022 – Data migration of existing planimetric features from 100 scale to 50 scale **(complete)**

ARTICLE 2. INSPECTION / ACCEPTANCE

Responsibility for final inspecting, approving and accepting equipment, software, data and/or services rendered by G Squared, LLC in the performance of the project deliverables shall rest solely with the COUNTY. Deliverables will be inspected for conformance with the project requirements prior to acceptance.

Consortium Partner may elect, if they so desire, to participate in contributing to the inspection process. All requests for rework of any nonconforming deliverables will be provided in writing to the COUNTY within 10 calendar days from receipt of the Deliverables.

ARTICLE 3. CONSIDERATION

Consortium Partner will pay COUNTY an amount not to exceed **Ninety Four Thousand Dollars and Zero Cents - \$94,000.00**. The price is in exchange for the COUNTY providing Consortium Partner a copy of received data products as delivered by G Squared, LLC under the Orthophotography and Planimetric Mapping Update project. These products are being provided for the countywide acquisition of orthophotography data and planimetric data set update according to ALDOR/ALDOT specification guidelines, orthorectified digital color aerial photography, photogrammetrically updated planimetric feature data sets, and LiDAR data sets.

The SCHEDULE OF PAYMENTS to be made by Consortium Partner is as follows:

For each calendar year, full payment is due to County by September 30. **County shall submit its invoice by August 30th, with payment due from Consortium Partner within 30 days.**

- in 2020 year the Consortium Partner payments will not exceed \$19,000
- in 2021 year the Consortium Partner payments will not exceed \$30,000
- in 2022 year the Consortium Partner payments will not exceed \$45,000

ARTICLE 4. TERM

The duration of this contract shall not exceed four years from the date of its final execution or end of the **Project**, whichever first occurs.

ARTICLE 5. TERMINATION

This agreement can be terminated by the COUNTY or Consortium Partner upon a thirty (30) day written notice for any reason. Upon termination of this Agreement for any reason whatsoever, Consortium Partner shall retain all data provided by the COUNTY for which payment has been received from Consortium Partner by the COUNTY prior to the termination, but Consortium Partner will remove all data provided by the COUNTY from their respective computer systems for which payment has not been received from Consortium Partner by the COUNTY.

ARTICLE 6. RIGHT OF OWNERSHIP

All items developed and delivered as a result of Article 3 under this AGREEMENT shall become the property of the funding partners as outlined below:

- Orthorectified digital color aerial photography (owned by Jefferson County, Consortium Partner). Each party retains full ownership in the data to use as it deems appropriate.
- Photogrammetrically updated Digital Terrain Model (owned by Jefferson County, Consortium Partner). Each party retains full ownership on the data to use as it deems appropriate.
- Photogrammetrically updated Planimetric mapping data layers (owned by Jefferson County). Consortium Partner is granted an exclusive use license to this data. This license provides that Consortium Partner shall use the Planimetric data for their respective internal business purposes and may be provided to consultants, contractors, etc. who are formally working for them.

ARTICLE 7. CONFIDENTIALITY

To the extent allowed by law, a Party may designate information to be deemed confidential because of considerations of individual privacy, safety and health, corporate proprietary claims, and other reasons in the best interests of the public or that would violate agreements with other entities.

Neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where proper degree of care has been exercised; provided, that upon discovery of such disclosure, it shall have endeavored to prevent any further inadvertent disclosure.

The receiving party shall not disclose or deliver, directly or indirectly, any technical data or product to any person to whom disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data or product to any county for which the U.S. Government or any agency requires an export license or Government approval without first obtaining such license or approval.

ARTICLE 8. FORCE MAJEURE

- a. For the purpose hereof, force majeure shall be any of the following events: acts of God, compliance with any order, regulation, decree of governmental authority or agency purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes or other storms; or strikes or disputes, or any other cause, not within the reasonable control of the party affected.
- b. A delay in or failure of performance of either COUNTY or Consortium Partner shall not constitute a default hereunder nor be the basis for any claim for damages, if such delay or failure is caused by force majeure.
- c. The party prevented from performing by force majeure (i) shall be obligated within a period not to exceed 14 days after the occurrence or detection of such event to give notice to the other party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

ARTICLE 9. COMPLIANCE WITH LAWS

Both parties shall comply with known and applicable laws, regulations, ordinances and other rules of governments and governmental agencies having jurisdiction over any portion of performance under this AGREEMENT.

ARTICLE 10. WAIVERS

Any failure by either party to enforce performance of the terms and conditions of this AGREEMENT shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this AGREEMENT.

ARTICLE 11. NOTICES

Any notice or communication given pursuant to this AGREEMENT shall be in writing, as a document or in electronic form, and deemed received when delivered in person, electronic mail, facsimile, or sent prepaid via Express Mail, Federal Express or other private courier, or US certified mail, return receipt requested.

Consortium Partner agrees that any data provided will be relied upon at its own risk. COUNTY will not be responsible for incidental, consequential, or special damages, or any other damages of any type or character arising out of the use of any data, information, or products which may be furnished by the COUNTY. COUNTY does not warrant, either expressed or implied, of fitness of such data, information, or products for a particular purpose or any other use or purpose.

ARTICLE 12. NO THIRD PARTIES BENEFITED

This agreement is made and entered into solely for the benefit of the respective Parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

ARTICLE 13. GOVERNING LAW

This AGREEMENT shall be deemed to be a contract made under the laws of the State of Alabama and for all purposes it shall be construed in accordance with and governed by the laws of such state, conflict of law rules notwithstanding.

ARTICLE 14. IMMIGRATION LAW COMPLIANCE

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.

ARTICLE 15. COMPLETE AGREEMENT

This Contract document constitutes the entire AGREEMENT between the parties. This Contract may only be amended by execution of a written bilateral amendment.

ARTICLE 16. SEVERABILITY

If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

The City of Vestavia Hills

Jefferson County Commission

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Authorized Signature

Printed Name

Title

Date