

**Vestavia Hills
City Council Agenda
December 9, 2019
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – David Phillips; Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner III, Finance Director
9. Approval Of Minutes – November 13, 2019 (Regular Meeting); November 18, 2019 (Work Session); November 25, 2019 (Work Session); November 25, 2019 (Regular Meeting); November 26, 2019 (Work Session)

Old Business

New Business

10. Resolution Number 5208 – A Resolution Authorizing The City Manager To Issue A Refund For Overpayment Of Privilege Licenses/Sales Taxes
11. Resolution Number 5209 – A Resolution Authorizing The City Manager To Issue A Refund For Overpayment Of Privilege Licenses/Sales Taxes
12. Resolution Number 5210 - A Resolution Declaring Certain Personal Property As Surplus And Authorizing The City Manager To Sell/Dispose Of Said Property
13. Resolution Number 5211 – A Resolution Authorizing The City Manager To Execute An Easement Agreement For Alabama Power At Wald Park
14. Resolution Number 5214 – A Resolution Appointing A Member To The Vestavia Hills Parks And Recreation Board
15. Resolution Number 5215 – A Resolution Appointing A Member To The Vestavia Hills Library Board
16. Ordinance Number 2903 – An Ordinance Authorizing The Execution And Delivery Of An Agreement For Access Easement, Improvement, Temporary Construction Easement, Maintenance And Shared Parking Easement By And Between Dolly Ridge Development, LLC And The City Of Vestavia Hills, Alabama

New Business (Requesting Unanimous Consent)

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

1. Resolution Number 5212 – A Resolution Authorizing The City Manager To Purchase Cancer Insurance Coverage For Vestavia Hills Fire Fighters Pursuant To Act 2019-361 (*public hearing*)
2. Resolution Number 5213 – Vacation – Ingress/Egress Easement Located On Lot 5C, Patchwork Farms Recorded In Map Book 241, Page 34, Jefferson County Judge Of Probate And In A Certain Reciprocal Easement And Maintenance Agreement Of Lots 5A, 5B And 5C, Patchwork Farms As Recorded In LR201515, Page 14992, Jefferson County Judge Of Probate; Christopher LLC, Owner (*public hearing*)
3. Ordinance Number 2900 – Rezoning – 2926 Columbiana Road (2927 Columbiana Court); Elevation Apartments (Formerly Windcliff Apartments); Rezone From Jefferson County R-4 (Multi-Family Residential) To Vestavia Hills R-5 (Multi-Family Residential), Compatible Zoning From A 1983 Annexation; ECG Vestavia, LLC; Summit Vestavia I, LLC; Summit Vestavia II, LLC As Tenants In Common, Owners (*public hearing*)
4. Ordinance Number 2901 – Rezoning For A Revised Site Plan And A Conditional Use Approval – 3127 Blue Lake Drive; Lot 10A-, Resurvey Of Lots 8, 9 & 10, Topfield Subdivision And Lot 11, Topfield Subdivision; The Purpose Of The Request Is To Revise A Site Plan Of A B-1.2 Zoned Development And A Conditional Use Approval To Allow An Additional 2,500 Square Foot To Allow For A Total 12,500 Square Foot Building; SWBP Investments, LLC, Owners (*public hearing*)
5. Citizens Comments
6. Motion for Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

NOVEMBER 13, 2019

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, rescheduled from November 11, 2019, 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
***arrived at 6:20 PM*

OTHER OFFICIALS PRESENT:

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

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

ANNOUNCEMENTS, GUEST RECOGNITION

- The Mayor stated that only one application was received for the upcoming vacancy of the Vestavia Hills Library Board and six applications for Parks and Recreation Board. Interviews will be held on the 26th of November for these vacancies.
- Mr. Pierce recognized Board Member James Robinson who was in attendance representing the Chamber of Commerce.
- Mr. Weaver announced that the Planning and Zoning Commission will meet in regular session tomorrow evening at 6 PM in the Council Chamber here at City Hall.
- Mr. Weaver welcomed Park Board Mitch Bevill to the meeting. He announced that the Parks and Recreation Board's regular meeting will be held on November 19, 2019 beginning at 7 AM in the Executive Conference Room here at City Hall.

CITY MANAGER'S REPORT

- Mr. Downes showed the Council and the audience the projected year-end general fund for FY 2019 that projected a surplus of approximately \$1.4 million. He stated that the City has had a great year. Mr. Downes stated he would like to suggest taking that healthy surplus and transfer some of it to the capital fund to match the expected 20% matches of the federal funded budgets that are upcoming. He stated that will be a future decision of the Council and he wanted to introduce it to them as food for thought.
 - The Mayor stated that he would feel better if the City positioned the matches of Massey Road and the Pedestrian Bridge over 31 so this sounds like a viable proposition.

COUNCILOR REPORTS

- Mr. Pierce stated that the keynote speaker at the Chamber luncheon was Tony Cooper, Executive Director of the Jimmie Hale Mission. He saluted Mr. Cooper for his work with Jimmie Hale missions and the community.
- Mr. Pierce highlighted several upcoming events from Holidays in the Hills including Shop Dine and Play Bingo, November 1-25; Deck the Heights, November 14; Christmas Tree Lighting, December 3; Breakfast with Santa, December 7; and the City Christmas Parade at Liberty Park Sports Complex on December 8. He encouraged everyone to eat and shop locally in Vestavia Hills.
- The Mayor stated that the Veterans event held last Thursday was a tremendous success . He stated that it highlighted the history of four WWII veterans. He looks forward to this event becoming an annual event.
 - Mr. Weaver echoed the Mayor's comments stating that the Veterans Day event was wonderful. He commended everyone who put this event together and stated that the presentation was very well done and enjoyed by all.

FINANCIAL REPORTS

Melvin Turner, III, Finance Director, presented the financial reports for FY2019. He read and explained the closing balances.

APPROVAL OF MINUTES

The minutes of the following meeting were presented for approval: October 28, 2019 (Work Session).

MOTION Motion to dispense with the reading of the minutes of the October 28, 2019 (Work Session); and approve them as amended was by Mr. Weaver seconded by Mr. Pierce. Roll call vote as follows:

Mr. Head – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes
Motion carried.

MOTION Motion to dispense with the reading of the minutes of the October 28, 2019 (Regular Meeting); and approve them as amended was by Mr. Weaver seconded by Mr. Pierce. Roll call vote as follows:

Mr. Head – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes
Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 5194

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*)

MOTION Motion to approve Resolution Number 5194 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that these easements exists under a commercial business in Cahaba Heights. The utilities and engineer have signed off and this cleans up that lot.

Mayor Curry opened the floor for 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:

Mr. Head – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes
Motion carried.

RESOLUTION NUMBER 5200

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*)

MOTION Motion to approve Resolution Number 5200 was by Mr. Weaver seconded by Mr. Head.

Mr. Downes gave a brief background of this request on a dealership located at the south end of Montgomery Highway, owned by Serra Automotive Group. In 2012, a previous Council entered into an incentive agreement and later, the dealership experienced some flooding and closed. Since then, the dealership has done flood mitigation on the property to raise a portion of the property above flood elevation and lowering another portion to allow for water retention in flooding events in an effort to reopen. This request is to reinstate the old agreement to commence at the day the dealership opens or is validated by the courts. This agreement was amended to include some donation of property on the other side of the creek to be utilized by the City in the Massey Road project.

***Mrs. Cook entered the meeting at 6:20 PM.*

Mr. Pierce asked about the projected opening of the dealership.

Alton Parker, attorney representing Serra, explained that some landscaping needs to occur and then the paving of the parking lot. Once finished, high-end vehicles will be sold from the lot and they anticipate good sales revenue from the property. He stated Serra will fulfill their obligation to grant the right-of-way needed for the Massey Road project.

Mr. Pierce asked about DRB review.

Ms. Leavings stated that they have already been to DRB.

Keith Andrews, 3026 Massey Road, asked how the agreement would be affected if Serra sells the property. Mr. Parker stated that if Serra sells the property the agreement would not be automatically assigned to the new owner. Mr. Boone noted the agreement could be assigned to an affiliate of the owner.

Mr. Downes explained an assignment clause in the agreement and the intent would be to keep an active business operating on this property.

Discussion ensued as to the reassignment clause of the agreement.

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

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

ORDINANCE NUMBER 2880

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)

MOTION Motion to approve Ordinance Number 2880 was by Mr. Weaver seconded by Mr. Head.

Mr. Downes stated that the Parks and Recreation Board recommended renaming this park so that it is consistent with the naming of other City parks. Signage will include the city's logo to make it clear to the public that it is a Vestavia Hills park.

Mayor Curry opened the floor for 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.

RESOLUTION NUMBER 5196

Resolution Number 5196 – Annexation – 90 Day – 2312 St. Joseph Road; Lot 22, St. Joseph Retreat; Vincent And Julie Pappalardo, Owners (public hearing)

MOTION Motion to approve Resolution Number 5196 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Pierce gave the annexation report for this property with no adverse information given.

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

Mayor Curry opened the floor for public hearing for both this resolution and the following ordinance. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

ORDINANCE NUMBER 2881

Ordinance Number 2881 – Annexation – Overnight – 2312 St. Joseph Road; Lot 22, St. Joseph Retreat; Vincent And Julie Pappalardo, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2881 was by Mr. Weaver seconded by Mr. Pierce.

Mayor Curry opened the floor for 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.

RESOLUTION NUMBER 5197

Resolution Number 5197 – Annexation – 90 Day – 2801 Gresham Drive; Lot 13, Gresham Woods Subdivision; Carla And Robert Ingram Jr., Owners (public hearing)

This request was withdrawn by the applicant.

ORDINANCE NUMBER 2881

Ordinance Number 2881 – Annexation – Overnight – 2801 Gresham Drive; Lot 13, Gresham Woods Subdivision; Carla And Robert Ingram Jr., Owners (public hearing)

This request was withdrawn by the applicant.

RESOLUTION NUMBER 5198

Resolution Number 5198 – Annexation – 90 Day – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (public hearing)

MOTION Motion to approve Resolution Number 5198 was by Mr. Weaver seconded by Mr. Head.

Mr. Pierce gave the annexation report for this property with no adverse information given other than a narrow road.

Pallavi Shah was present in regard to this request.

Mayor Curry opened the floor for public hearing for both this resolution and the following ordinance. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

ORDINANCE NUMBER 2883

Ordinance Number 2883 – Annexation – Overnight – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2883 was by Mr. Weaver seconded by Mrs. Cook.

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

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

ORDINANCE NUMBER 2884

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)

MOTION Motion to approve Ordinance Number 2884 was by Mr. Pierce seconded by Mr. Weaver.

Mr. Downes explained that Level 3 Communications has approached the City for a franchise agreement for installation of fiber optic facilities within various rights-of-way of the City. He showed a map which depicts the area. Mr. Boone has reviewed the proposed agreement and finds no issues.

Mayor Curry opened the floor for 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 5201

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

MOTION Motion to approve Resolution Number 5201 was by Mr. Head seconded by Mr. Weaver.

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 5203

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

MOTION Motion to approve Resolution Number 5203 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this is a 100% employee contribution plan for retirements which allows an employee to contribute should he/she choose to do so.

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 5204

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

MOTION Motion to approve Resolution Number 5204 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes stated this was reviewed by the design team and recommended for approval.

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 5205

Resolution Number 5205 – A Resolution Authorizing The City Manager To Execute And Deliver An Intergovernmental Purchasing Agreement With The North Alabama Cooperative Purchasing Association

MOTION Motion to approve Resolution Number 5205 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that the FY2020 budget allowed the purchase of vehicles and since the state’s bid list is behind, the only option found would be to purchase through this coop. He stated that the City belongs to several cooperatives like this. This allows the City to get into line for first come first purchase.

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.

ORDINANCE NUMBER 2898

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

MOTION Motion to approve Ordinance Number 2898 was by Mrs. Cook seconded by Mr. Head.

Mr. Downes stated that these agreements allow the City’s police department and SROs to be treated as school employees in order to view live feeds of various school cameras.

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 25, 2019, at 6:00 PM.

- Resolution Number 5202 – A Resolution To Provide Tier I Benefits To Tier II Plan Members Pursuant To Alabama Act 2019-132 (*public hearing*)
- 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*)
- Ordinance Number 2885 – Annexation – 90 Day Final – 3516 Squire Lane; Brook And Celine Russell, Owners (*public hearing*)
- Ordinance Number 2886 – Rezoning – 3516 Squire Lane, Rezone From VH E-2 To VH R-1; Brook And Celine Russell, Owners (*public hearing*)
- Ordinance Number 2887 – Annexation – 90 Day Final – 929 Mountain Branch Circle; Lot 40, Mountain Branch Sub; Honeycutt Real Estate Holdings, Owners (*public hearing*)
- 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*)
- Ordinance Number 2889 – Annexation – 90 Day Final – 2790 Acton Place; Hugh Humphrey, Owner (*public hearing*)
- Ordinance Number 2890 – Rezoning – 2790 Acton Place; Rezone From JC R-1 To VH R-2; Hugh Humphrey, Owner (*public hearing*)
- Ordinance Number 2891 – Annexation – 90 Day Final – 2606 Acton Road; Lot 5, Altadena Valley Country Club; Mark And Jennifer Weldon (*public hearing*)
- 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*)
- 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*)
- 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*)
- Ordinance Number 2895 – Annexation – 90 Day Final – 2645 Alta Glen Drive; Paul And Gloria Russell (*public hearing*)
- Ordinance Number 2896 – Rezoning – 2645 Alta Glen Drive; Rezone From JC E-1 To VH E-2; Paul And Gloria Russell (*public hearing*)

- 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*)
- 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*)

CITIZEN COMMENTS

None.

At 6:48 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 6:49 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

NOVEMBER 18, 2019

The City Council of Vestavia Hills met in a regular scheduled work session on this day in the Executive Conference Room at 6:00 PM, 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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Cinnamon McCulley, Communications
Specialist
Dan Rary, Police Chief
Jason Hardin, Police Captain
Ryan Farrell, Fire Marshal

The Mayor called the work session to order.

UPDATE ON HUMAN TRAFFICKING

The Mayor announced that he is working with Barbara Fowler, the Co-Convener of Child Trafficking Solutions Project, Community Engagement and Awareness. He stated that he would like to see the City become the first Human Trafficking-Free zone. He provided statistics regarding human trafficking and indicated that human trafficking is the second-largest international problem and might soon surpass drugs as the largest. The average age of victim is 5-12 years old. Birmingham is a major hub with the intersection of two major highways running north/south and east/west. The Mayor stated that, last August, a joint task force took down 48 traffickers, and 17 of those were in Vestavia Hills. This is a major problem that is right here in this area.

Police Chief Rary stated that the overview of activities within the City has historically been centered in the southern part of the City on Highway 31. This program will allow training of first responders and City employees to help spot and help these victims.

In attendance were: Barbara Fowler, Jan Bell, Jordan Giddens and Julia Myers, all of the Child Trafficking Solutions Project.

Mrs. Myers stated that there are several “momma bears” and active leaders in this community and she looks forward to inspiring an active social change in battling this issue.

Mrs. Fowler stated that this is the fastest growing industry with statistics surpassing previous years. This coalition has been instrumental in the passage of four trafficking laws through the Alabama Legislature which will provide for more education and training within communities.

Jordan Giddens stated their primary goal would be to educate the community, the employees, and first responders to allow for a systemic change. He explained that the Proclamation scheduled for Monday will contain three items of importance: (1) establish a Trafficking-Free zone in the City; (2) educate City staff in recognizing trafficking victims; and (3) Implement policy within the City to prohibit purchasing of sex at work.

The Mayor stated that the timing of these actions help to target the 2021 World Games where the supply and demand of human trafficking increases. Where there are crowds, there is trafficking.

Discussion ensued regarding support of the program, training of employees, and expansion of the project to include the Chamber of Commerce, civic groups, businesses, parents, etc.

UPDATE ON POSSIBLE DEVELOPMENT ON MONTGOMERY HWY

Mr. Downes introduced Larry Maddox. The Maddox family owns property on Montgomery Highway, the former site of the Motor Lodge. He stated that a recent development opportunity has been reviewed and will allow for the subdivision of the Maddox property into two lots. One lot would be developed as a restaurant and the other lot will be held by the Maddox family until they determine how to use it. Mr. Boone has drafted an agreement that would allow the Council to forgive one-half of the \$75,000 lien that is currently recorded on the property in order to allow the sale and development of the first lot. The agreement goes further to limit the second lot--the lot to be retained by the Maddox family--to only permanent uses from a building as defined in the City zoning code.

Mr. Maddox stated he has owned the property since 1969 and, following the demolition of the motel, they have allowed for several temporary uses on the property such

as mobile food trucks, sale of Christmas trees and various other tent sales. He asked that this agreement be amended to allow these temporary uses to continue.

Discussion ensued. The Council thanked Mr. Maddox for his continued ownership and diligence to increase the value and revenues of the property and indicated that the agreement would be deliberated at Monday's meeting of the Council.

LEAF COLLECTION SERVICES

Brian Davis, Public Services Director, explained the background of leaf collection services within the City. He stated that in 200-2009, the vacuuming of leaves was discontinued which saved the City a good deal of money. It also kept loose leaves from blowing into the streets and washing into the City's storm sewer system, causing blockages. He stated that there has been some interest in the City beginning a City leaf-vacuuming program. One truck would cost approximately \$175,000. The City would need a minimum of two trucks along with personnel to man the trucks for this to occur.

Discussion ensued. The Council reiterated that lawn services should be taking care of their debris and not blowing it into the streets and gutters.

CHAMBER OF COMMERCE STRATEGIC PLAN

Mr. Pierce indicated that the Chamber is finalizing their five-year strategic plan. He stated that he would forward copies to the Council when it is released.

MEETING DATE CHANGE

Mrs. Leavings advised the Council that the last meeting date of the year was scheduled for December 23. She stated that is just before the City closes for the Christmas holidays and wanted to know if the Council wished to move the meeting to the 16th and move up that night's work session.

Following discussion, the Council asked that a resolution be put onto the agenda for consideration.

There being no further business, the work session adjourned at 7:19 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

NOVEMBER 25, 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, 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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Jason Hardin, Police Captain

The Mayor called the work session to order.

UPDATE ON INFRASTRUCTURE AND COMMUNITY SPACES PLAN

Raynor Boles, TCU, gave an update on the following Community Spaces Projects:

- Community Center – TCU continues value engineering efforts in order to reduce the costs of the renovations of the former Gold's Gym located adjacent to City Hall. He showed architectural renderings showing revisions to the exterior of the building in order to save costs but not sacrifice programming. He detailed the changes in the exterior as well as interior to show a more industrial look than a mimicked wood interior as with City Hall. Mrs. Cook requested that some amount of stacked stone be considered as an exterior design element to maintain a consistent appearance with other City buildings.
- New Merkel House – TCU showed architectural renderings, which include a one-story building with a stone chimney, porch, warming kitchen, office, and multi-purpose room. Mrs. Cook asked if a kitchen pass-through serving bar could be

added and discussion ensued about the current kitchen wall functioning as a viewing wall for projected presentations.

- Wald Park is continuing to progress. The swimming pools have been dug and plumbing is ongoing. TCU indicated they are attempting to stay on schedule.
- Cahaba Heights Park – Work is progressing as planned.

Discussion ensued into each project update.

There being no further business, the work session adjourned at 5:47 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

NOVEMBER 25, 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
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Christopher Brady, City Engineer
Cinnamon McCulley, Communications Specialist

Tom Bell; Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mrs. Cook welcomed students in attendance.
- Mr. Pierce welcomed Anna Alfano, VHHS City Youth Connection, as well as Chamber Board members Rachel Patterson and Chairman, Gary Jordan.
 - Mr. Jordan stated that the Chamber annually recognizes members in two categories: service and retail. This year, in the retail category, the Chamber recognized Donato's Pizza and Robert Sullivan, owner. He stated that Mr. Sullivan continually gives back to the community and to the schools. The other recognized member in the service category was Philadelphia Baptist Church. This year this Church hosted Back to School in the Hills and were wonderful hosts for such a great event. These are two examples of exemplary members of the Chamber.

- Mr. Pierce announced several upcoming events from the various Holiday in the Hills activities. He encouraged everyone to participate and stated details were on the Chamber's website.
- Mr. Weaver thanked the number of first responders who were in attendance at the meeting tonight.
- Mr. Head announced that the Council will meet in work session, tomorrow, to interview applicants for the upcoming vacancies on the Vestavia Hills Parks and Recreation Board and the Library Board starting at 8 AM.

PROCLAMATION

The Mayor presented a Proclamation designating the City of Vestavia Hills as a "Human Trafficking-Free Zone." In attendance to receive the Proclamation were: Jan Bell, Executive Director of the Children's Policy Council of Jefferson County and Co-Chair, Child Trafficking Solutions Project, TraffickingFree Zone.; Jordan Giddens, Community Engagement Coordinator of the Children's Policy Council of Jefferson County and Co-Convener, Child Trafficking Solutions Project, Public Policy, TraffickingFree Zone; Julia Myers, Anti-Human Trafficking Chairman, Junior League of Birmingham, Co-Convener, Child Trafficking Solutions Project, Community Engagement and Awareness, TraffickingFree Zone, community member and active leader in Vestavia Hills; and Barbara Fowler, Human Trafficking advocate, Owner, Fowler Davis, LLC and Fowler Davis Entertainment, award-winning film producer, *Hidden Gem*, a short film on human trafficking in the U.S., Co-Convener, Child Trafficking Solutions Project, Community Engagement and Awareness, TraffickingFree Zone.

The Mayor explained the importance of this designation and gave current statistics regarding how sex trafficking trade remains today. The Birmingham area is an important hub with the intersection of Interstates 20 and 65. He described a recent task force undercover operation that made many arrests--so many, in fact, the jails were full. Arrests also occurred in several sister cities in the Birmingham area. He explained the City decided to partner with these advocacy groups in order to fight human trafficking. This includes training the City's employees, especially the first responders, on identifying and helping anyone who might be trafficked.

Mrs. Fowler thanked the Mayor and Council for the support and participation in the project. Jared echoed her remarks and stated that they look forward to working with the City to achieve this goal.

CITY MANAGER'S REPORT

- Mr. Downes stated that last year the City paved 20 +/- miles of roadway and, this year, there is even more money for paving. The contractor will begin paving around Shades Crest and Buckhead next week, and Ashley Woods is also on the short list of paving projects.

COUNCILOR REPORTS

- Mrs. Cook stated that she attended today's School Board meeting and got interesting updates on school construction projects, specifically regarding school recreational fields, traffic and new school openings. She stated that the anticipated opening of the former Berry baseball fields is January 8. December 18 the completion date of the lane addition on Columbiana Road, along with accompanying signal changes. Commuters should expect delays during the first part of December as the traffic changes are constructed. The new Pizitz campus is expected to have 70% capacity, which is an accomplishment the school system has not seen in recent memory. Stakeholders will be invited to tour the facility this upcoming spring with a grand opening expected August 2020, which coincides with the school system's 50th anniversary.
- Mrs. Cook stated that the Board also approved some agreements previously approved by the Council, regarding police access to the school system's live security video-feed.
- Mr. Pierce stated that the Chamber Board, last week, approved a five-year strategic plan for the Chamber of Commerce. This has been sent to the Council for review.
- Mr. Weaver stated that there are several zoning requests on the agenda tonight which have been reviewed by the Planning and Zoning Commission.

APPROVAL OF MINUTES

The Mayor indicated that the Council has not had a chance to review the minutes and recommended that they be approved at the next meeting.

OLD BUSINESS

RESOLUTION NUMBER 5202

Resolution Number 5202 – A Resolution To Provide Tier I Benefits To Tier II Plan Members Pursuant To Alabama Act 2019-132 (*public hearing*)

MOTION Motion to approve Resolution Number 5202 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this Resolution allows the City's Tier II employees to opt into the Tier I pension plan through RSA. He explained that Act 2019-132, passed by the legislature in 2019, allows this opportunity. He stated that this will help the City in recruitment and that the benefits outweigh the cost, giving the City an advantage in recruitment and retention of younger employees. He stated the City wants to recruit and retain the best employees, and this is an important step to make that a reality.

Mrs. Cook stated that this was discussed at work session and the Council heard from employees about how important this is for them.

Mr. Weaver stated that any time this city has a way of distinguish itself from other cities, it needs to be addressed. He stated he feels this is best for recruiting and retaining employees.

Mr. Pierce thanked the many first responders who were present in the meeting in regard to this issue.

Mayor Curry stated that the Council had a lot of input from both inside and outside the city and he feels this is best for the City.

Mr. Head echoed the Mayors comments.

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

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

ORDINANCE NUMBER 2502-A

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)

MOTION Motion to approve Ordinance Number 2502-A was by Mr. Weaver, seconded by Mrs. Cook.

Mr. Downes stated that this revised ordinance changes the existing food truck ordinance to mandate that all trucks and associated equipment, tables, tents, etc., are removed from the property when a truck is not operating.

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

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

ORDINANCE NUMBER 2885

Ordinance Number 2885 – Annexation – 90 Day Final – 3516 Squire Lane; Brook And Celine Russell, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2885 was by Mr. Weaver, seconded by Mr. Pierce.

The Mayor stated that the ordinances to be considered next will each include a 90-day annexation and compatible rezoning of the same property. He stated that the public hearing will be combined for each annexation/rezoning ordinance group.

Mr. Pierce gave the report from the Annexation Committee with no adverse information found. This is the 90-day final annexation of the same property.

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

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

ORDINANCE NUMBER 2886

Ordinance Number 2886 – Rezoning – 3516 Squire Lane, Rezone From VH E-2 To VH R-1; Brook And Celine Russell, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2886 was by Mrs. Cook, seconded by Mr. Weaver.

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.

ORDINANCE NUMBER 2887

Ordinance Number 2887 – Annexation – 90 Day Final – 929 Mountain Branch Circle; Lot 40, Mountain Branch Sub; Honeycutt Real Estate Holdings, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2887 was by Mr. Weaver, seconded by Mr. Pierce.

Mr. Pierce gave the report from the Annexation Committee with no adverse information found. This is the 90-day final annexation of the same property.

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

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

ORDINANCE NUMBER 2888

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)

MOTION Motion to approve Ordinance Number 2888 was by Mrs. Cook, seconded by Mr. Weaver.

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.

ORDINANCE NUMBER 2889

Ordinance Number 2889 – Annexation – 90 Day Final – 2790 Acton Place; Hugh Humphrey, Owner (public hearing)

MOTION Motion to approve Ordinance Number 2889 was by Mr. Weaver, seconded by Mrs. Cook.

Mr. Pierce gave the report from the Annexation Committee with no adverse information found. This is the 90-day final annexation of the same property.

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

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

ORDINANCE NUMBER 2890

Ordinance Number 2890 – Rezoning – 2790 Acton Place; Rezone From JC R-1 To VH R-2; Hugh Humphrey, Owner (public hearing)

MOTION Motion to approve Ordinance Number 2890 was by Mrs. Cook, seconded by Mr. Weaver.

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.

ORDINANCE NUMBER 2891

Ordinance Number 2891 – Annexation – 90 Day Final – 2606 Acton Road; Lot 5, Altadena Valley Country Club; Mark And Jennifer Weldon (public hearing)

MOTION Motion to approve Ordinance Number 2891 was by Mr. Weaver, seconded by Mr. Pierce.

Mr. Pierce gave the report from the Annexation Committee with no adverse information found. This is the 90-day final annexation of the same property.

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

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

ORDINANCE NUMBER 2892

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)

MOTION Motion to approve Ordinance Number 2892 was by Mrs. Cook, seconded by Mr. Weaver.

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

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

ORDINANCE NUMBER 2893

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)

MOTION Motion to approve Ordinance Number 2893 was by Mrs. Cook, seconded by Mr. Weaver.

Mr. Pierce gave the report from the Annexation Committee with no adverse information found. This is the 90-day final annexation of the same property.

Mayor Curry opened the floor for public hearing for this and the following ordinance. 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. Pierce – yes
Mayor Curry – yes
Mr. Head – yes
Mr. Weaver – yes
Motion carried.

ORDINANCE NUMBER 2894

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)

MOTION Motion to approve Ordinance Number 2894 was by Mrs. Cook, seconded by Mr. Weaver.

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

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

ORDINANCE NUMBER 2895

Ordinance Number 2895 – Annexation – 90 Day Final – 2645 Alta Glen Drive; Paul And Gloria Russell (public hearing)

MOTION Motion to approve Ordinance Number 2895 was by Mrs. Cook, seconded by Mr. Weaver.

Mr. Pierce gave the report from the Annexation Committee with no adverse information found. This is the 90-day final annexation of the same property.

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

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

ORDINANCE NUMBER 2896

Ordinance Number 2896 – Rezoning – 2645 Alta Glen Drive; Rezone From JC E-1 To VH E-2; Paul And Gloria Russell (public hearing)

MOTION Motion to approve Ordinance Number 2896 was by Mrs. Cook, seconded by Mr. Weaver.

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.

ORDINANCE NUMBER 2897

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)

MOTION Motion to approve Ordinance Number 2897 was by Mr. Weaver, seconded by Mr. Pierce

Mr. Weaver stated that the Planning and Zoning Commission voted to recommend approval of this request. He explained that the reason for the zoning classification would allow the owner to build a two-story commercial building with retail on ground floor and a living unit on the second floor. There are covenants attached to this, which should be recorded prior to the ordinance taking effect.

Tim Higgins, owner of the property, explained the covenants which would prohibit the living unit from being rented out like an apartment.

Mayor Curry opened the floor for a public hearing.

Keith Russell 235 East Green, stated he owns the property adjacent to this and he is aware that the City tried to put parking along this roadway and that didn't work out. He stated he has no objections to this request, however, it leaves him with insufficient parking. He stated that he will have a hardship on parking on his property when he gets around to developing it. He stated that when they built the first building, they left dirt on his property and he wants to ensure retaining walls and drainage required for this development won't affect his property.

Rosemarie Putman, 3001 Manor Brook Drive, stated that Manor Brook Drive is the only access for several homes and she wanted to be assured that this development will not block their street for long periods of time with this construction.

Mr. Russell stated he has agreed the developer, Higgins, may access part of Russell's lot to assist in construction and to prevent the need to block the road.

Mrs. Cook stated she is happy to see neighbors working together for the good of the community.

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

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

ORDINANCE NUMBER 2899

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)

MOTION Motion to approve Ordinance Number 2899 was by Mr. Weaver, seconded by Mrs. Cook.

Mr. Downes stated that participation within this consortium will enhance the City's GIS system with better planimetric information. This will assist the City's emergency services, engineering and other departments by detailing more accurate property lines, infrastructure, and other geographic elements. The package includes annual updates for the next 3 years. This has a shared cost with other entities and the City's share is 5% with two escalating payments over the next three years. The value of this information is immeasurable.

Leonid Mazur, Jefferson County Informational Services, was present in regard to this request.

Mayor Curry 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 5206

Resolution Number 5206 – A Resolution Authorizing The City Manager To Transfer Fifty Percent Of The FY2019 General Fund Surplus To The City’s Capital Projects Fund

MOTION Motion to approve Resolution Number 5206 was by Mr. Weaver, seconded by Mrs. Cook.

Mr. Downes stated that the Council was briefed in work session of the City’s expected surplus and looking into the future, a portion of this needed to be put into Capital Projects in order to fund the 20% matches in upcoming ALDOT projects.

Mrs. Cook asked about specific projects.

Mr. Downes stated that projects include: the Highway 31 pedestrian bridge, the Massey Road project as well as the Sicard Hollow pedestrian tunnel in construction now.

Mr. Pierce stated many cities would love to have such a surplus at the end of the year.

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.

ORDINANCE NUMBER 2902

Ordinance Number 2902 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Maddox Enterprises, LP And The City Of Vestavia Hills In Order To Forgive A Portion Of A Lien An

Authorizing The Development Of Lot 1 Along With Designating Certain Prohibited Uses On Lot 2

MOTION Motion to approve Ordinance Number 2902 was by Mr. Weaver, seconded by Mrs. Cook.

Mr. Downes stated that this was discussed at length at the last work session and includes an agreement with the Maddox family to forgive half of the \$75,000 lien for construction of a restaurant and then prohibiting certain uses on the adjoining lot.

Mrs. Cook stated that this is a great opportunity to jump-start redevelopment in this area.

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)

The Mayor opened the floor for unanimous consent for the immediate consideration and action of Resolution Number 5206.

MOTION Motion for unanimous consent for immediate consideration and action of Resolution Number 5206 was made by Mr. Weaver, seconded by Mrs. Cook. Roll call vote as follows:

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

RESOLUTION NUMBER 5206

Resolution Number 5207 – A Resolution Declaring Water Damage At The Cahaba Heights Police Substation As An Emergency And Authorizing The City Manager To Take All Actions Necessary To Repair Said Damage (*public hearing*)

MOTION Motion to approve Resolution Number 5207 was by Mrs. Cook, seconded by Mr. Weaver.

Mr. Downes explained that water damage occurred to the sub-station and needs to be addressed.

The Mayor opened the floor for a public hearing.

Donald Harwell, 1357 Willoughby Road, asked the reason for the repairs.

Mr. Downes indicated there were plumbing problems.

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.

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

The Mayor passed the gavel to 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 regular meeting on December 16, 2019, at 6:00 PM.

- Ordinance Number 2900 – Rezoning – 2926 Columbiana Road (2927 Columbiana Court); Elevation Apartments (Formerly Windcliff Apartments); Rezone From Jefferson County R-4 (Multi-Family Residential) To Vestavia Hills R-5 (Multi-Family Residential), Compatible Zoning From A 1983 Annexation; ECG Vestavia, LLC; Summit Vestavia I, LLC; Summit Vestavia II, LLC As Tenants In Common, Owners (*public hearing*)
- Ordinance Number 2901 – Rezoning For A Revised Site Plan And A Conditional Use Approval – 3127 Blue Lake Drive; Lot 10A-, Resurvey Of Lots 8, 9 & 10, Topfield Subdivision And Lot 11, Topfield Subdivision; The Purpose Of The Request Is To Revise A Site Plan Of A B-1.2 Zoned Development And A Conditional Use Approval To Allow An Additional 2,500 Square Foot To Allow For A Total 12,500 Square Foot Building; SWBP Investments, LLC, Owners (*public hearing*)

CITIZEN COMMENTS

David Harwell, 1803 Catala Road, asked who monitors the times the mobile food trucks are present and operating and who enforces this ordinance.

Mr. Downes explained that Cpl. Jimmy Coleman enforces the ordinances and, if there is a continued violation, it would be tried in court.

EXECUTIVE SESSION

The Mayor stated that the Council needed to go into Executive Session for a period of about 30 minutes to discuss pending litigation. Mr. Boone, City Attorney, affirmed the reason for the Executive Session. The Mayor stated that there'll be no business following the Executive Session and opened the floor for a motion.

MOTION Motion to go into Executive Session for a period of 30 minutes for pending litigation was by Mrs. Cook. Second was 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.

The Council exited the Chambers and entered into Executive Session at 7:04 PM. At 7:30 the Council re-entered the Chambers and the Mayor called the meeting back to order.

At 7:31 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 7:32 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

NOVEMBER 26, 2019

The City Council of Vestavia Hills met in a special work session on this date at 8:00 AM following posting/publication as required by Alabama law. The Mayor called the meeting to order and 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

The Mayor presented the interview schedules for both Parks and Recreation applicants and the Library Board applicants and the applicants were interviewed, as follows:

Vestavia Hills Library Board

- Kevin Archer 8:00 AM

Vestavia Hills Park and Recreation Board

- Donnie Winningham 8:30 AM
- Shelley Gentle 9:00 AM
- Lisa Booher 9:30 AM
- Danny Marshall 10:00 AM
- Anthony L. Watkins Jr. 10:30 AM
- Marc Tillis 11:00 AM

The Council interviewed the applicants and advised that appointments would be made at the December 9 Council meeting.

Following interviews, discussion ensued regarding the qualifications of the candidates.

There being no further business, the meeting adjourned at 11:30 AM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5208

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE
A REFUND ON PRIVILEGE LICENSE AND/OR SALES TAXES
WHICH WERE REMITTED TO THE CITY IN ERROR**

WHEREAS, the City of Vestavia Hills has received a petition from Vani Inc., requesting a refund totaling \$8,691.96 due to an error in reported gasoline sales taxes; and

WHEREAS, the Finance Director has reviewed the petition, investigated and verified that the refund is due and payable; and

WHEREAS, the City Manager has also reviewed the petition and recommended a refund; and

WHEREAS, the City Council feel it is in the best public interest to issue a refund to Vani, Inc., in the amount of \$8,691.96 as requested.

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

1. The City Manager is hereby authorized to issue a refund to Vani, Inc., in the amount of \$8,691.96 as requested; and
2. This Resolution shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 9th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Melvin Turner

From: Lakesha Dixon <Lakesha.Dixon@avenuinsights.com>
Sent: Tuesday, December 3, 2019 9:06 AM
To: Melvin Turner
Subject: Vani Inc Vestavia Hills Refund \$8691.96
Attachments: Vani Inc Vestavia Hills Refund Letter.docx; Vani Inc Vestavia Hills Refund \$8691.96.pdf

Good Morning Melvin.

Please see attached refund petition and refund letter for Vani Inc. They reported the wrong net sales. Also, attached is their payment history and backup documentation.

Should you need anything further, please let me know.

LaKesha Dixon
Quality Assurance Manager



PO BOX 830725
Birmingham, AL 35283
800-556-7274 ext 34249
205-324-0088 ext 34249
FAX 205-423-4099
Lakesha.Dixon@avenuinsights.com

www.avenuinsights.com



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600 Beacon Parkway West Suite 900 • (800) 556-7274 • (205) 324-0088 • Fax (205) 423-4099
Birmingham, AL 35209

December 4, 2019

Taxpayer Name: VANI INC

Account Number: 160976

Period: April 2019

Refund Amount: \$8691.96

Dear Melvin,

This is a valid refund that requires jurisdiction approval. The taxpayer reported their gasoline sales as taxable sales.

When the city issues the refund they will need to make the refund check payable to Vani Inc. If you should have any questions, please feel free to let me know.

RDS/MuniServices Refund Administration
refunds@avenueinsights.com

Enclosure



Selected Payments

160976

VANI INC

Exhibit - Resolution No. 5208

Report Date: 12/03/2019

<i>Batch</i>	<i>Jurisdiction</i>	<i>Tax Type</i>	<i>Rate Code</i>	<i>Post Date</i>	<i>Period</i>	<i>Gross Sales</i>	<i>Deductions</i>	<i>Net Sales</i>	<i>Gross Tax Due</i>	<i>Discount/ Penalty</i>	<i>Net Tax Due</i>	<i>Check Amount</i>	<i>Entry Date</i>	<i>Deposit Date</i>
EPN077	9333 Vestavia Hills	10	11	05/20/20	04/2019	450769.10	113323.06	337446.04	13497.84	272.96	13224.88	13224.88	05/22/2019	05/23/2019



Refund Petition

MuniServices, LLC
Attn: Refunds
600 Beacon Parkway West
Suite 900
Birmingham, AL 35209

Refund Petition

Note: Separate petitions are required for each type of tax and for each city or county. (Instructions on page 2)

The undersigned hereby makes application for refund of (\$ 8,691.96)
Eight thousand six hundred ninety one and 96/100 Dollars. Taxes paid by said undersigned to MuniServices for (jurisdiction name) City of Vestavia for the license year/month April 2019, which amount was erroneously paid or paid in excess of the amount due or was paid through mistake of fact or law.

Explain in detail the reasons for refund claim (attach additional pages if necessary):

Deductions (gasoline sales) were reported as taxable sales and the actual taxable sales reported as deductions. Amended return shows \$ 8,691.96 over payment.

Signatures: If a petitioner is an individual, the individual must sign. If a petition is a partnership or limited liability partnership, a partner must sign. If a petition is a corporation, an officer of the corporation must sign. If a petition is a limited liability company, a member must sign.

Vani Inc
Petitioner's Name (Seller)
160976
MuniServices Account # Telephone #
Patricia Barnett / Accountant
Petitioner's Signature/Title
pbarnett@abccconsultants.com
Petitioner's Email Address
1488 Montgomery Hwy
Mailing Address
Vestavia Hills AL 35216
City State Zip
5/22/2019
Date Signed

Refund Petition Instructions

Note: Failure to complete the MuniServices refund petition properly or to include sufficient documentation supporting your refund claim will delay the processing of your request. If you have any questions about the Refund Petition requirements, please contact Taxpayer Support at (866) 240-3665. You may also email MuniServices at bizlicensesupport@muniservices.com.

Documentation

Your petition **must be documented**. The petitioner(s) should attach invoices, receipts, check copies, accrual records, copies of original returns, copies of amended returns and other documentation to the petition sufficient to provide an audit trail. If invoice copies are not attached, then a schedule of the invoices providing invoice date, invoice number, invoice amount, and a description of the merchandise should be attached. Additional documentation may be requested by MuniServices as deemed necessary before a decision can be granted on a refund request.

Mail Completed Petition To:

MuniServices, LLC
Attention: Refunds
600 Beacon Parkway West
Suite 900
Birmingham, AL 35209

For inquiries about refund petitions, please call (866) 240-3665.



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
PO BOX 327790, MONTGOMERY AL 36132-7790

AMENDED Resolution No. 5208
Form: 9501

MAT Confirmation:
M2092050240

Alabama Local Tax Return

ACCOUNT NUMBER
LCL-9501069094

REPORT FOR THE PERIOD OF
30-Apr-2019

DATE FILED
20-May-2019 10:54:33 AM

DUE DATE
20-May-2019

Name: METRO MART
Address: 2497 JOHN HAWKINS PKWY HOOVER AL 35244-3517

Non-State Administered Localities

Locality	Tax Type	Rate	Type	Gross Amount	Deductions	Net Taxable Amount	Tax Rate	Gross Tax	Discount	Interest	Late Pay Penalty	Late File Penalty	Net Tax Due
[REDACTED]	ST		GENER	\$114,245.91	\$9,865.32	\$104,380.59	3.50	\$3,653.32	\$76.07	\$0.00	\$0.00	\$0.00	\$3,577.25
[REDACTED]	ST		GENER	\$565,015.01	\$123,188.38	\$441,826.63	1.00	\$4,418.27	\$91.37	\$0.00	\$0.00	\$0.00	\$4,326.90
[REDACTED]	ST		GENER	\$565,015.01	\$123,188.38	\$441,826.63	1.00	\$4,418.27	\$91.37	\$0.00	\$0.00	\$0.00	\$4,326.90
VESTAVIA HILLS	ST		GENER	\$450,769.10	\$113,322.96 337446.14	\$337,446.04 113322.96	4.00	\$13,497.87 4532.92	\$272.96	\$0.00	\$0.00	\$0.00	\$13,224.88 4532.92

Code: 9333 Jurisdiction Account: 160976

Store Sales Summary Report

DOGWOOD SHELL
 1488 MONTGOMERY HWY
 VESTAVIA HILLS

STORE # 0
 AL 35216

OPERATOR NAME BETTY T
 OPERATOR ID 3
 SOFTWARE VERSION 10.10.27.03E (MP1) SHELL

PERIOD FROM Apr 1 2019 12:00AM TO Apr 30 2019 11:59PM
 REPORT PRINTED 05/01/2019 12:03:21PM

Store Sales Summary Report

Sales
 Month of April 2019

Grand Total Store Sales Reading

\$462,137.09

Fuel Sales

Grade	Grade Name	Volume	Sales	% of Total Fuel Sales
Grade 01	REGULAR	98,790.230	\$244,664.75	72.21%
Grade 02	PLUS	8,872.280	\$24,629.61	7.27%
Grade 03	PREMIUM	13,483.790	\$42,871.36	12.65%
Grade 04	E85	4,337.710	\$10,522.75	3.11%
Grade 05	DIESEL#2	5,208.110	\$16,139.97	4.76%
Total Fuel Sales		130,692.120	\$338,828.44	
Fuel Discounts			-\$1,382.30	
Total Non Fuel Sales			\$114,563.23	
Other Discounts			-\$1,240.27	
Total Taxes Collected			\$11,367.99	
Total Sales			\$462,137.09	✓

Net Fuel Sales
 \$337,446.14
 Net Instate Sales

Store Tender Reading

\$113,322.96

Method of Payment Totals	Count	\$ Sales
Aux. NW Credit	0	\$0.00
Aux. NW CRIND Credit	0	\$0.00
Cash		(\$2,300.49) ✓ \$91,663.13
Cash Acceptor Cash	0	\$0.00
Cash Accept Chg Duc	0	\$0.00
Cash Accept Ref Duc	0	\$0.00
Check	0	\$0.00
Credit	2,347	\$30,417.53
Credit Local Acct	0	\$0.00
CRIND CR Local Acct	0	\$0.00
Crind CREDIT	5,597	\$183,993.08
Crind DEBIT	3,061	\$86,606.20
Debit	5,944	\$67,392.07

HOUSE CHARGE	66	✓ \$2,055.94
Loyalty	0	\$0.00
Overruns	2	\$0.09
Rounding	0	\$0.00
Test Fuel	1	✓ \$9.05
<hr/>		
Total Revenue		\$462,137.09
<hr/>		
Network Revenue		✓ \$368,408.88

Department Sales Report

DOGWOOD SHELL
1488 MONTGOMERY HWY
VESTAVIA HILLS

STORE # 0
 AL 35216

OPERATOR NAME BETTY T
 OPERATOR ID 3
 SOFTWARE VERSION 10.10.27.03E (M1) SHELL

PERIOD FROM Apr 1 2019 12:00AM TO Apr 30 2019 11:59PM
 REPORT PRINTED 05/01/2019 12:04:23PM

Department Sales Report

Dept. Name	Gross Sales \$	Item Count	Refund Count	Net Count	Refund \$	Discount \$	Net Sales \$	% of Sales
Al Crown	\$910.67	153	0	153	\$0.00	\$0.00	\$910.67	0.80%
B'ham Bev-coors	\$3,554.99	481	1	480	-\$2.29	\$0.00	\$3,552.70	3.14%
B'ham Budweiser	\$5,528.00	1,210	0	1,210	\$0.00	\$0.00	\$5,528.00	4.88%
B'ham Coca-cola	\$11,288.12	6,252	6	6,246	-\$8.51	-\$312.48	\$10,967.10	9.68%
Bama Iced	\$945.61	589	0	589	\$0.00	\$0.00	\$945.61	0.83%
Bimbo Foods	\$626.43	327	1	326	-\$1.89	\$0.00	\$624.54	0.55%
Buffalo Rock-pepsi	\$5,913.31	3,211	1	3,210	-\$1.79	-\$112.23	\$5,799.29	5.12%
Candy/gum	\$5,179.03	3,143	1	3,142	-\$2.29	-\$8.22	\$5,168.52	4.56%
Cash Card	\$100.00	2	0	2	\$0.00	\$0.00	\$100.00	0.09%
Chewing Tobacco	\$7,045.93	1,642	1	1,641	-\$4.99	-\$76.25	\$6,964.69	6.15%
Cigars	\$2,436.52	1,888	0	1,888	\$0.00	\$0.00	\$2,436.52	2.17%
Cigs-ecigs vaps	\$9,982.70	675	3	672	-\$43.47	-\$6.00	\$9,933.23	8.77%
Cigs-mprial Tobacc	\$2,232.08	332	0	332	\$0.00	-\$6.00	\$2,226.08	1.96%
Cigs-pmusa	\$16,247.53	2,598	5	2,593	-\$26.78	-\$249.00	\$15,971.75	14.09%
Cigs-rjr Tobacco	\$7,863.20	1,328	0	1,328	\$0.00	-\$56.50	\$7,806.70	6.89%
Coff Capp	\$1,137.57	803	0	803	\$0.00	\$0.00	\$1,137.57	1.00%
Coupons	-\$395.37	54	0	54	\$0.00	\$0.00	-\$395.37	-0.35%
Dairy Milktea	\$412.62	198	0	198	\$0.00	\$0.00	\$412.62	0.36%
Drinksjuices	\$2,595.60	1,180	0	1,180	\$0.00	-\$16.32	\$2,579.28	2.28%
Freal Milkshakes	\$394.68	132	0	132	\$0.00	\$0.00	\$394.68	0.35%
Fast Food Fresh	\$2,570.39	1,611	0	1,611	\$0.00	-\$188.36	\$2,382.03	2.07%
Fees	\$0.00	1	0	1	\$0.00	\$0.00	\$0.00	0.00%
Fountain	\$1,389.98	1,584	0	1,584	\$0.00	\$0.00	\$1,389.98	1.23%
Frito Laysutz Qualit	\$3,106.50	1,854	2	1,852	-\$5.68	-\$17.82	\$3,083.00	2.72%
Grocerysnacks	\$6,547.04	3,272	9	3,263	-\$38.41	-\$12.76	\$6,495.87	5.73%
Gulf Dist-miller	\$2,406.00	660	0	660	\$0.00	\$0.00	\$2,406.00	2.12%
Gulf Dist-red Bull	\$2,677.16	764	1	763	-\$2.49	-\$100.37	\$2,574.30	2.27%
Hba	\$2,949.61	1,157	4	1,153	-\$12.26	-\$77.96	\$2,859.39	2.52%
Hba Energy	\$2,966.65	135	0	135	\$0.00	\$0.00	\$2,966.65	2.62%
Icc	\$700.41	679	1	678	-\$1.79	\$0.00	\$698.62	0.62%
Icccream-chilly's	\$294.37	123	0	123	\$0.00	\$0.00	\$294.37	0.26%
Motor Oil	\$196.00	40	0	40	\$0.00	\$0.00	\$196.00	0.17%
Newspapers	\$61.00	32	0	32	\$0.00	\$0.00	\$61.00	0.05%
Non Scan	\$275.80	59	1	58	-\$0.01	\$0.00	\$275.79	0.24%
Novelties	\$2,095.55	237	2	235	-\$15.98	\$0.00	\$2,079.57	1.84%
Propane	\$323.87	13	1	12	-\$59.99	\$0.00	\$263.88	0.23%
Uj Bros-wine	\$2,252.33	367	0	367	\$0.00	\$0.00	\$2,252.33	1.99%
TOTAL	\$114,791.88	38,786	40	38,746	-\$228.65	-\$1,240.27	\$113,322.96	100.00%

deductions
\$ 296.00

E-cigs.
Sales
\$ 9933.23

Takeable
Sales
\$ 103093.73

RESOLUTION NUMBER 5209

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE
A REFUND ON PRIVILEGE LICENSE AND/OR SALES TAXES
WHICH WERE REMITTED TO THE CITY IN ERROR**

WHEREAS, the City of Vestavia Hills has received a petition from MiniMed Distribution Corp., requesting a refund totaling \$12,153.86 due to an error in reported tax exempt sales taxes; and

WHEREAS, the Finance Director has reviewed the petition, investigated and verified that the refund is due and payable; and

WHEREAS, the City Manager has also reviewed the petition and recommended a refund; and

WHEREAS, the City Council feel it is in the best public interest to issue a refund to MiniMed Distribution Corp., in the amount of \$12,153.86 as requested.

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

1. The City Manager is hereby authorized to issue a refund to MiniMed Distribution Corp., in the amount of \$12,153.86 as requested; and
2. This Resolution shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 9th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



600 Beacon Parkway West Suite 900 • (800) 556-7274 • (205) 324-0088 • Fax (205) 423-4099
Birmingham, AL 35209

December 4, 2019

Taxpayer Name: MiniMed Distribution Corp

Account Number: 069259

Period: June 2014-December 2016

Refund Amount: \$12,153.86

Dear Melvin,

This a valid refund the requires jurisdiction approval, found by our audit department. Taxes were paid on exempt items in error. See attached Report of Examination under Audit findings and/ or Errors Discovered.

When the city issues the refund they will need to make the refund check payable to Winn Dixie Montgomery, LLC.

If you should have any questions, please feel free to let me know.

RDS/MuniServices Refund Administration
refunds@avenuinsights.com

Enclosure

Melvin Turner

From: Leslie D. Payne <Leslie.Payne@avenuinsights.com>
Sent: Tuesday, December 3, 2019 1:35 PM
To: Melvin Turner
Cc: Leslie D. Payne
Subject: Minimed Vestavia Hills Refund
Attachments: Vestavia Hills.xlsx; Vestavia full pmt history.pdf

Importance: High

Good Afternoon Mr. Turner,

My name is Leslie Payne and am the Audit Manager over the auditor who conducted the audit and refund petition for Minimed. This has been a very large refund for various jurisdictions and the auditor has been out on maternity leave. I apologize in the delay in responding to your initial request for explanations to the refund, but I needed her detail to provide an adequate response for you.

In summary, Minimed sells durable medical equipment. The auditor has provided the summary below:

The refund period is for 06/01/2014-12/31/2016. If you look at the attached payment history for the period of 05/2014-11/2016, you will be able to calculate that the taxpayer paid sellers use tax of \$11,474.39. You will need to subtract the \$391.01 gross tax paid in 05/2014 and add in the \$664.65 gross tax paid in 12/2016 (Total tax per attachment of \$11,200.75-\$391.01+\$664.65=\$11,474.39.)

The taxpayer is due a refund because they self-accrued seller's use tax on diabetic supplies such as infusion devices, insulin pumps, reservoirs, and sensors. If you refer to rule 40-9-27.1 (provided below) you will see that the taxpayer should not have accrued tax on such items. All transactions under question for refund were reviewed and verified to qualify for the exemption. The refund amount totals to \$10,883.36 which is less than the total tax paid of \$11,474.39 during the period of 06/01/2014-12/31/2016. I have also attached the summary spreadsheet which lists the items the taxpayer incorrectly accrued tax on and is due a refund on. The transactions are broken down by year (2014,2015,2016). If you compare the total city tax accrued, Column F, and the total taxable amount, Column G, to the Seller's Use Tax adjustment schedules provided with the audit report, you will see that the totals for each year match.

Please let me know if you have any further questions.

Section 40-9-27.1

Insulin, insulin syringes, and related items exempt.

In addition to any other exemptions provided by law, any items used for the treatment of diabetes purchased by or on behalf of an individual pursuant to a valid prescription shall be exempt from state, county, and municipal sales and use taxes, including, but not limited, to any of the following: Insulin and insulin syringes, and any equipment, supplies, devices, chemical reagents, and any related items that may be used by a diabetic to treat diabetes or to test or monitor blood or urine.

(Act 2012-309, p. 680, §1.)

I am not sure what has been provided to you up to this point, so I have attached the auditors' spreadsheet of findings and Vestavia payment history. I will be glad to discuss this over the phone at your convenience, but wanted you to have the explanation with details for your review beforehand. Please let me know if you would like to discuss this further and we can schedule a phone call.

Thank you and I look forward to hearing from you.

LESLIE PAYNE

AUDIT MANAGER

RDS/Avenu Insights & Analytics

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Revenue Discovery Systems
Government Revenue Solutions

MiniMed Distribution Corp.
710 Medtronic Parkway LC355, Minneapolis, MN 55432
MiniMed Distribution Corp.
1800 Devonshire Street, Northridge, CA 91325

RDS Acct #: 069259
FEIN/SSAN: 95-4662001
Project ID: 28511
Location ID: Refund

Period: 06/01/2014 thru 12/31/2016
Auditor: Macy Arrington, CRE
Auditor: Supervisor: Shana Woods, CRE & Manager: Leslie Payne, CRE
Interest Date: 12/24/2018

Billing for Vestavia Hills S&U [9333]

Seller's Use Tax

Audit: Seller's Use Tax/Refund
Adjustment Schedules: Standard-SU 2014, Standard-SU 2015, Standard-SU 2016

Period	Measure	Rate	Tax Due	Interest	Penalty	Total	
1 06/30/2014	0.00	3.0000	0.00	0.00	0.00	0.00	1
2 07/31/2014	0.00	3.0000	0.00	0.00	0.00	0.00	2
3 08/31/2014	0.00	3.0000	0.00	0.00	0.00	0.00	3
4 09/30/2014	0.00	3.0000	0.00	0.00	0.00	0.00	4
5 10/31/2014	0.00	3.0000	0.00	0.00	0.00	0.00	5
6 11/30/2014	0.00	3.0000	0.00	0.00	0.00	0.00	6
7 12/31/2014	(71,521.92)	3.0000	(2,145.66)	(331.69)	0.00	(2,477.35)	7
8 01/31/2015	0.00	3.0000	0.00	0.00	0.00	0.00	8
9 02/28/2015	0.00	3.0000	0.00	0.00	0.00	0.00	9
10 03/31/2015	0.00	3.0000	0.00	0.00	0.00	0.00	10
11 04/30/2015	0.00	3.0000	0.00	0.00	0.00	0.00	11
12 05/31/2015	0.00	3.0000	0.00	0.00	0.00	0.00	12
13 06/30/2015	0.00	3.0000	0.00	0.00	0.00	0.00	13
14 07/31/2015	0.00	3.0000	0.00	0.00	0.00	0.00	14
15 08/31/2015	0.00	3.0000	0.00	0.00	0.00	0.00	15
16 09/30/2015	0.00	3.0000	0.00	0.00	0.00	0.00	16
17 10/31/2015	0.00	3.0000	0.00	0.00	0.00	0.00	17
18 11/30/2015	0.00	3.0000	0.00	0.00	0.00	0.00	18
19 12/31/2015	(159,974.49)	3.0000	(4,799.23)	(597.93)	0.00	(5,397.16)	19
20 01/31/2016	0.00	3.0000	0.00	0.00	0.00	0.00	20
21 02/29/2016	0.00	3.0000	0.00	0.00	0.00	0.00	21
22 03/31/2016	0.00	3.0000	0.00	0.00	0.00	0.00	22
23 04/30/2016	0.00	3.0000	0.00	0.00	0.00	0.00	23
24 05/31/2016	0.00	3.0000	0.00	0.00	0.00	0.00	24
25 06/30/2016	0.00	3.0000	0.00	0.00	0.00	0.00	25
26 07/31/2016	0.00	3.0000	0.00	0.00	0.00	0.00	26
27 08/31/2016	0.00	3.0000	0.00	0.00	0.00	0.00	27
28 09/30/2016	0.00	3.0000	0.00	0.00	0.00	0.00	28
29 10/31/2016	0.00	3.0000	0.00	0.00	0.00	0.00	29
30 11/30/2016	0.00	3.0000	0.00	0.00	0.00	0.00	30
31 12/31/2016	(131,282.36)	3.0000	(3,938.47)	(340.88)	0.00	(4,279.35)	31
Total (31)	(362,778.77)		(10,883.36)	(1,270.50)	0.00	(12,153.86)	

Report of Examination for Seller's Use Tax

Issued
January 25, 2019



**MiniMed Distribution Corp.
d/b/a MiniMed Distribution Corp.**

**Report for Examination Period:
03/01/2015 through 02/28/2018**

Examination Performed by:

**Audit Division/Compliance Section
Revenue Discovery Systems
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209**

Revenue Discovery Systems
Audit Division

DBA: MiniMed Distribution Corp.

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REPORT OF AUDIT FINDINGS

This report is to ensure that you are aware of the findings related to the audit of your records and to explain the various schedules which are a part of the audit.

Comment:

An audit letter was mailed to MiniMed Distribution Corp. requesting that records be made available for review in order to determine compliance with local business taxes. In accordance with ALA. CODE §40-2A-7, the Taxpayer received letters of authorization from all the self-administered local tax jurisdictions represented by RDS and leaflets explaining the Alabama Taxpayers' Bill of Rights with the audit appointment packet.

General Comments:

MiniMed Distribution Corporation is engaged in the business of assisting individuals with diabetes in managing their glucose levels by providing leading-edge technology, support, and service. Their main products are insulin delivery and glucose management products. The entity was incorporated in 1996. There are no physical locations in Alabama.

Ms. Joan Rime, Tax Director, and Ms. Nicole Kirk, Power of Attorney, represented the taxpayer during the audit. A signed power of attorney form is on file and attached to the hard copy file. All records were provided and reviewed electronically.

The objectives of this audit were to verify that seller's use tax was correctly collected and remitted for jurisdictions in which the taxpayer has sufficient nexus.

Current Methods:***Seller's Use Tax***

Prior to January 2017, MiniMed accrued and remitted seller's use tax every month. MiniMed utilized a tax matrix that charged sales tax based on the product category assigned to each item sold at retail. If the product was listed under a taxable category, MiniMed's invoicing system charged tax on that product. However, under MiniMed's policy, tax was not charged to the customer but rather accrued by the taxpayer. A second and final invoice was generated to send to the customer that removed the sales tax. MiniMed reported and paid the tax to the jurisdiction as seller's use tax.

It came to MiniMed's attention that they were accruing seller's use tax on tax-exempt medical equipment and supplies. In July 2017, MiniMed filed a petition for refund requesting a refund for tax that was not passed to the customer but accrued by MiniMed on exempt products such as insulin delivery systems, blood glucose sensors, pumps, and transmitters.

MiniMed still uses the method mentioned above to accrue tax on taxable items sold.

Audit Procedures and Testing Methodology:

Preliminary activities performed by RDS included a review of the payment history and a review of applicable ordinances, statutes and tax regulations & rules. Written authorization correspondence was provided to the Taxpayer to commence the audit along with the Publication 1A and other information. An initial request for information (RFI) was sent to the Taxpayer, which included an initial description of documents necessary to perform the audit. An opening conference was conducted by telephone to discuss the RFI and obtain an understanding of the Taxpayer's general business operations, products and services offered and customer base. The Taxpayer's accounting practices, billing system(s) used and types of electronic data available for the review were also determined through the initial discussion and requests for records.

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DBA: MiniMed Distribution Corp.

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The following records were initially requested for review:

1. Sales invoices for the sample months
2. Sales tax returns for the sample months with supporting documentation
3. Tax-exemption certificates
4. Business/delivery licenses
5. Federal income tax returns for the audit period

The original waiver holding the audit period of 07/01/2011-04/30/2014 was determined invalid because it was not signed in a timely manner. To be valid, the taxpayer should have signed the waiver by 06/20/14. The waiver was not signed by the taxpayer until 02/21/15. Therefore, all extended waivers based on this original waiver are invalid as well.

A valid waiver for the audit is now on file and holds the audit period of 03/01/2015-02/28/2018.

For the refund, the open refund period is 06/01/2014-12/31/2016 since the petition for refund was received in July 2017.

Seller's Use Tax

Sales summaries for the audit period were provided and reviewed to verify that sales tax was being accrued on all taxable items and that the correct rate was accrued. The sales transactions were listed in Excel spreadsheet containing the reference document number, product code, jurisdiction code, material description, city, county, material number, posting date, fiscal calendar, tax amount, invoice amount, total tax rate, state tax, county tax, and city tax. The spreadsheets were filtered by jurisdictions to verify the correct tax rate was accrued. The tax per the spreadsheet was divided by the taxable invoice amount to calculate the rate accrued. This was compared to the correct rate for that jurisdiction.

Next, the spreadsheets were filtered to only include tax exempt sales to verify that the products sold were exempt.

For the refund, the same spreadsheets were provided for the entire refund period. Additional columns had been added: RDS-city refund, RDS-county refund, refund amount, general product description, detailed product description, and comments. Actual invoices were requested for review to support the spreadsheets. Due to the large volume of invoices, the four months of July 2014, September 2015, March 2015, and January 2017 were selected as sample months. Within these months, the 20th transaction was highlighted, and the associated invoice was requested. The selected invoices were provided and reviewed to verify that the items were exempt products and that no tax was charged to the customer. The invoice amount was compared to the amount reported on the spreadsheet to verify they were the same.

Once the invoices were reviewed to verify that they qualified for the refund, the amounts requested for the refund needed to be compared to the actual tax remitted. The spreadsheets were filtered by the "refund amount" column to only include lines that had a refund amount that was not "0." Next, it was filtered by city to only list refunds due to that certain jurisdiction. The refund amounts for that jurisdiction were totaled for each month and compared to the RDS payment history to verify that the tax was actually remitted and paid. This process was done for all jurisdictions for each month of the refund period.

Audit Findings and/or Errors Discovered:

Seller's Use Tax

There were no material errors noted from the records reviewed for this portion of the audit.

The taxpayer provided documentation as to why they believe a refund is due for tax accrued on exempt items. After reviewing all supporting documents, refund schedules have been created. The refund amounts for each jurisdiction have

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Audit Division

DBA: MiniMed Distribution Corp.

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been broken down by calendar year.

Penalties:

In accordance with Section 40 2A 11 of the Code of Alabama, the following penalties are applied to this audit:

Seller's Use Tax

There will be no penalties applied to this portion of the audit.

Explanation of penalties:

Failure to File Penalty

If a taxpayer fails to file any return required to be filed on or before the date prescribed therefore, there shall be assessed as a penalty the greater of 10 percent of any additional tax required to be paid with the return or fifty dollars (\$50).

Failure to Pay Penalty(b)(1)

If a taxpayer fails to pay the amount of tax shown as due on a return required to be filed on or before the date prescribed for payment of the tax, there shall be assessed as a penalty ten percent of the unpaid amount shown as tax due on the return or the amount stated in the notice and demand.

Failure to Pay Penalty(b)(2)

If a taxpayer fails to pay any amount of any tax required to be shown on any return, which is not so shown, within 30 calendar days from the date of first notice and demand therefore, there shall be added a failure to timely pay penalty of 10 percent of the unpaid amount stated in the notice and demand unless payment is received within 30 calendar days from the date of the first notice and demand.

Negligence Penalty

If any part of any underpayment of tax is due to negligence or disregard of rules or regulations, there shall be added to the tax an amount equal to five percent of that part of the tax attributable to negligence or disregard of rules or regulations. The term "negligence" includes any failure to make a reasonable attempt to comply with Title 40, and the term "disregard" includes any careless, reckless or intentional disregard.

Fraud Penalty

If any part of any underpayment of tax required to be shown on a return is due to fraud, there shall be added to the tax and amount equal to 50 percent of that portion of the underpayment which is attributable to fraud.

The penalties for failure to file, failure to pay, negligence may be asserted against the same taxpayer for the same tax period. If the fraud penalty is asserted, no other penalties shall be asserted.

Penalties attributable to business licenses:***11-51-93. Violations; penalties.***

If a taxpayer fails to pay any business license tax owed to a taxing jurisdiction on or before the date prescribed therefore, there shall be assessed a penalty of 15 percent of the business license tax required to be paid with the license form. There shall be assessed a penalty of 30 percent of any business license tax required to be paid with the license form if the business license tax and any assessed penalties are not paid within 30 days of the due date prescribed in the preceding sentence. Such penalties shall not be cumulative.

11-51-186 Taxpayer rights; responsibilities of municipality; abatement of penalty.

(d) Abatement of penalty. The municipality shall abate any penalty attributable to erroneous written advice furnished to a taxpayer or taxpayer's representative by an employee or agent of the municipality's revenue department or of its

**Revenue Discovery Systems
Audit Division**

DBA: MiniMed Distribution Corp.

Page 5

designee. However, this subsection shall apply only if: The employee or agent of the revenue department or the designee provided the written advice in good faith while acting in his or her official capacity; the written advice was reasonably relied on by the taxpayer, or by the taxpayer's representative in advising the taxpayer, and was in response to a specific written request of the taxpayer or the taxpayer's representative; and the penalty did not result from the taxpayer's or the representative's failure to provide complete and accurate information or from a change in law or a new judicial interpretation of existing law. References in this subsection to written advice or requests shall mean and include those transmitted via electronic mail.

Audit Schedules - References and Description:

An exact copy of the schedule of transactions used in this audit has been provided to the taxpayer in hard copy format. An Excel file will be provided upon request.

Extension of the Applicable Statute of Limitations:

The extension holding the statute of limitations so that the original audit period remains in effect has been executed and is attached to the hard copy file. The waiver will expire on December 31, 2018.

Applicable Sections of Law, Rules, etc.:

Sections 11-51-90, et seq., 11-51-200, et seq., 40-12-220, et seq., 40-23-1, et seq., 40-23-60, et seq., and 40-26-1, et seq., Code of Alabama 1975 and applicable local ordinances.

RESOLUTION NUMBER 5210

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5210 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 9th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS FIRE DEPARTMENT

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Marvin Green, Fire Chief
DATE: December 3, 2019
RE: Surplus Equipment

The Fire Department has purchased a new vehicle which has created a vehicle for disposal. I recommend that the 2012 Jeep Liberty Sport, VIN 1C4PJMAKOCW145186 with the City of Vestavia Hills property tag #1167 be deemed as surplus and disposed.

RESOLUTION NUMBER 5211

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

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said Exhibit A, attached to and incorporated into this Resolution Number 5211 as if written fully therein; and
2. Resolution Number 5211 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 9th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

APC Document # 72250309-001

EASEMENT – UNDERGROUND

STATE OF ALABAMA

COUNTY OF JEFFERSON

This instrument prepared by: Dean Fritz

Alabama Power Company
Corporate Real Estate
2 Industrial Park Drive
Pelham, AL 35124

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

The right from time to time to construct, install, operate, and maintain, upon, under, and across the Property described below, all wires, conduits, cables, trans closures, transformers, fiber optics, communication lines, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The Company's right of way will extend five (5) feet on all sides of said Facilities as and where installed, and shall include the right to clear and keep clear said right of way.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, and also the right to cut, remove, and otherwise keep clear any and all structures, obstructions, or obstacles of whatever character, on, under, adjacent to, and above said Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in Deed Book 6590, Page 182, in the Office of the Judge of Probate of the above named County.

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

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

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

ATTEST (if required) or WITNESS:

City of Vestavia Hills, Alabama
GRANTOR

By: _____

By: _____ (SEAL)

Its: _____

Its: _____
(Indicate President, Partner, Member, etc.)

-----For Alabama Power Company Corporate Real Estate Department Use Only-----

W.E. # A6173-14-FE19

Transformer # T01CUN

All facilities on Grantor: Yes

¼, ¼ STR & LOC to LOC: North ½ of the NW ¼ of Section 31, Township 18 South, Range 2 West

APC Document # 72250309-001

CORPORATION/LLC/LLP/PARTNERSHIP NOTARY

STATE OF _____

COUNTY OF _____

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

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

[SEAL]

Notary Public

My commission expires: _____

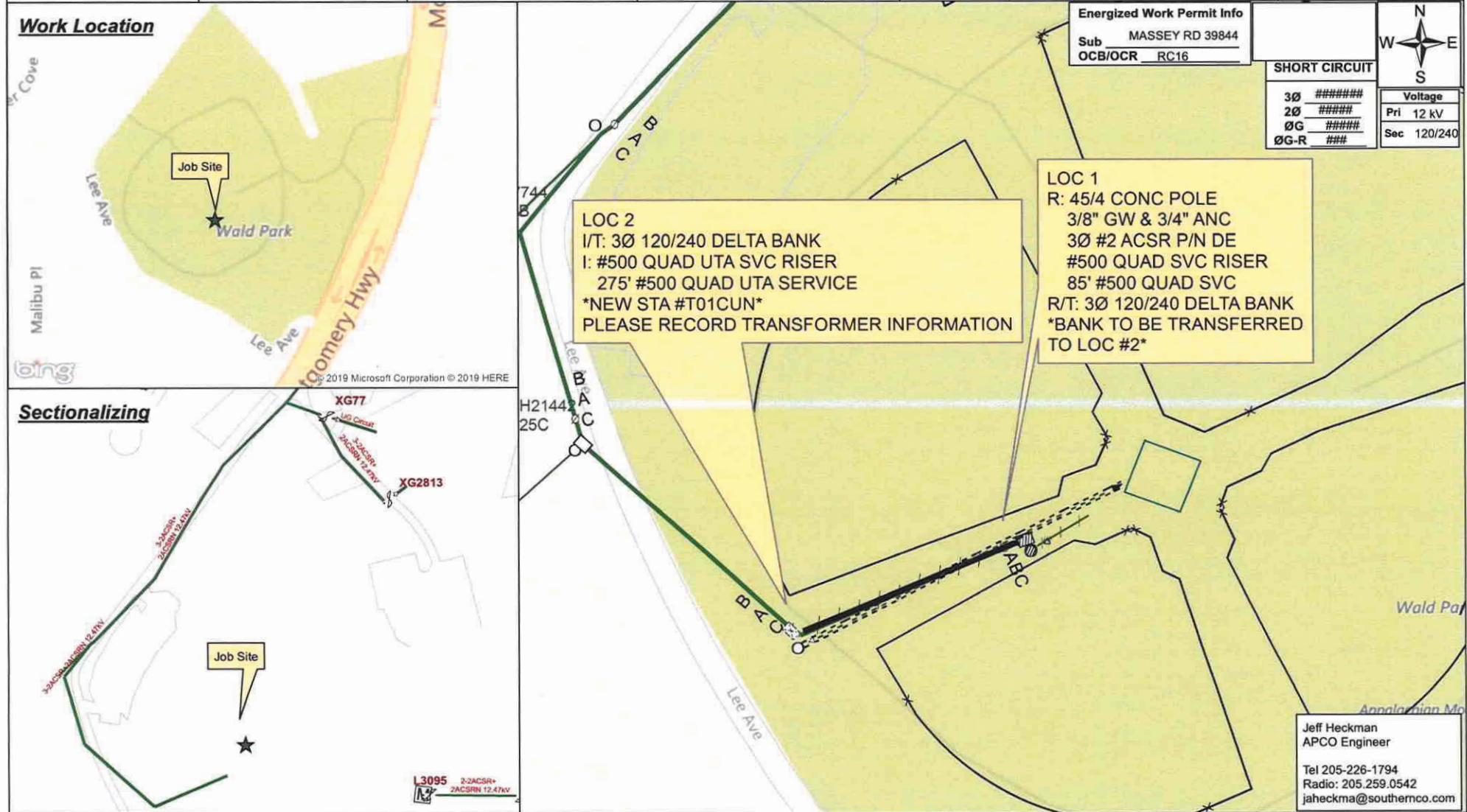
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1703741 12136079

Map Center LatLon:
33.430961 -86.792369

1 inch = 68 feet

Customer WALD PARK	Location WALD PARK CONCESSIONS	Cmtd. Svc Date #####	County Jefferson	Section 31	Township 18S	Range 02W	Add'l Info.	Estimate No. A6173-14FE19
Division PD Birmingham	District Metro South	Town VESTAVIA	UserID jaheckma	Created: 11/7/2019	Substation X- 39844 Y- XG2383		MISSALL#	



RESOLUTION NUMBER 5214

**APPOINTING A MEMBER TO THE VESTAVIA HILLS
PARKS AND RECREATION BOARD**

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

WHEREAS, _____ is hereby appointed as a member of the City
of Vestavia Hills Parks and Recreation Board; and

WHEREAS, the appointment shall be effective January 1, 2020, and shall expire
December 31, 2025.

APPROVED AND ADOPTED this the 10th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5215

**APPOINTING A MEMBER TO THE
VESTAVIA HILLS LIBRARY BOARD**

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

WHEREAS, _____ is hereby appointed as a member of
the City of Vestavia Hills Library Board; and

WHEREAS, the said appointment shall be effective January 1, 2020 and shall
expire December 31, 2024.

APPROVED AND ADOPTED this the 9th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2903

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR ACCESS EASEMENT, IMPROVEMENT, TEMPORARY CONSTRUCTION EASEMENT, MAINTENANCE AND SHARED PARKING EASEMENT BY AND BETWEEN DOLLY RIDGE DEVELOPMENT, LLC AND THE CITY OF VESTAVIA HILLS, ALABAMA

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

1. The Mayor and City Manager are hereby authorized and directed to execute and deliver an Agreement for Access Easement, Improvement, Temporary Construction Easement, Maintenance and Shared Parking Easement by and between Dolly Ridge Development, LLC, an Alabama limited liability company, and the City of Vestavia Hills, Alabama.

2. A copy of the Agreement for Access Easement, Improvement, Temporary Construction Easement, Maintenance and Shared Parking Easement is attached hereto, marked as Exhibit A and is incorporated into this resolution by reference as though set out fully herein.

3. This resolution shall become effective immediately upon adoption and approval.

RESOLVED, DONE, ADOPTED and ORDERED, on this the 9TH day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

This instrument was prepared by:
Patrick H. Boone, Attorney at Law
705 New South Federal Savings Building
215 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203-3720
Telephone No. 205-324-2018

STATE OF ALABAMA

JEFFERSON COUNTY

**AGREEMENT FOR ACCESS EASEMENT, IMPROVEMENT,
TEMPORARY CONSTRUCTION EASEMENT,
MAINTENANCE AND SHARED PARKING EASEMENT**

THIS AGREEMENT FOR ACCESS EASEMENT, IMPROVEMENT, TEMPORARY CONSTRUCTION EASEMENT, MAINTENANCE AND SHARED PARKING EASEMENT (“Agreement”), is made and entered into on this the _____ day of December, 2019 by and between Dolly Ridge Development, LLC, an Alabama limited liability company (“DRD”) and the City of Vestavia Hills, Alabama, a municipal corporation (“City”).

WITNESSETH THESE RECITALS:

WHEREAS, Dolly Ridge Development, LLC is a limited liability company, organized, existing and operating in good standing pursuant to the laws of the State of Alabama (“DRD”); and

WHEREAS, the City of Vestavia Hills, Alabama is a municipal corporation, organized, existing and operating pursuant to the laws of the State of Alabama (“City”); and

WHEREAS, DRD owns the real estate and improvements referred to as Parcel A, which is more particularly described in Exhibit 1, attached hereto and incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, Parcel A is zoned Business B-1.2 pursuant to Zoning Code Ordinance Number 2557 of the City of Vestavia Hills, Alabama; and

WHEREAS, DRD intends to use Parcel A for the uses authorized on property with a Business B-1.2 zoning classification; and

WHEREAS, DRD owns the real estate and improvements referred to as Parcel B, which is more particularly described in Exhibit 1, attached hereto and incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, Parcel B is zoned Business B-1.2 pursuant to Zoning Code Ordinance Number 2557 of the City of Vestavia Hills, Alabama; and

Agreement for Access Easement, Improvement,
Temporary Construction Easement,
Maintenance and Shared Parking Easement
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WHEREAS, DRD intends to use Parcel B for the use by its owners, users, guests, invitees and licensees, including all customers, employees, agents, permittees, contractors, subcontractors, tenants and subtenants, as a non-exclusive and perpetual easement and right-of-way over, across and upon said Parcel B for ingress and egress from Hollis Crossings to Parcel A; and

WHEREAS, the City owns the real estate and improvements referred to as Parcel C, which is more particularly described in Exhibit 1, attached hereto and incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, Parcel C will be used by the City of Vestavia Hills for public parking; and

WHEREAS, the City intends to continue using Parcel C for the purposes of public parking;
and

WHEREAS, DRD is in need of additional parking for Parcel A for the use of its owners, users, guests, invitees and licensees, including all customers, employees, agents, permittees, contractors, subcontractors, tenants and subtenants, who visit the businesses operated by DRD on Parcel A; and

WHEREAS, the City is willing to grant, bargain, sell and convey to DRD, its successors and assigns, perpetual and non-exclusive shared parking rights on Parcel C; and

WHEREAS, the City is in need of access for vehicular and pedestrian ingress and egress for members of the general public who wish to park on Parcel C; and

WHEREAS, DRD is willing to grant, bargain, sell, convey and assign to the City an access easement for ingress and egress on, over and across Parcel B; and

WHEREAS, the City has agreed to improve Parcel B by paving said Parcel B pursuant to and all in accordance with the requirements and specifications of a public street as set forth in City ordinances, rules and regulations; and

WHEREAS, DRD is willing to grant to City a temporary construction easement over, on, under and along Parcel B in order to enable the City to complete said improvements; and

WHEREAS, the City is willing to make said improvements on Parcel B at its sole cost; and

WHEREAS, upon the completion of said improvements, Parcel B shall not be a public right-of-way owned by the City but simply be a perpetual and non-exclusive access easement to be used by members of the general public ingress and egress; and

Agreement for Access Easement, Improvement,
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WHEREAS, DRD shall continue to own Parcel B after completion of the improvements as described herein and shall have perpetual rights to connect to the improvements constructed by the City; and

WHEREAS, Parcel A, Parcel B and Parcel C are accurately shown on the map attached hereto, marked as Exhibit 2 and is incorporated herein by reference as though set out fully herein;

WHEREAS, DRD and the City wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, DRD and City hereby mutually covenant and agree as follows:

I. RECITALS

The recitals set forth in the premises above are hereby incorporated into this Agreement for Access Easement, Improvement, Temporary Construction Easement, Maintenance and Shared Parking Easement (“Agreement”) by reference as though set out fully herein.

II. MAP SHOWING PARCEL A, PARCEL B AND PARCEL C

The map marked as Exhibit 2 and attached hereto shows the location of Parcel A, Parcel B and Parcel C.

Parcel A and Parcel B are owned by Dolly Ridge Development, LLC, an Alabama limited liability company (“DRD”). Parcel C is owned by the City of Vestavia Hills, Alabama, a municipal corporation (“City”).

III. EXHIBITS

<u>NUMBER</u>	<u>DESCRIPTION</u>
1	Legal description of Parcel A.
1	Legal description of Parcel B.
1	Legal description of Parcel C.
2	Map showing Parcel A, Parcel B and Parcel C

Exhibits 1 and 2 are attached hereto and incorporated into this Agreement by reference as though set out fully herein.

Agreement for Access Easement, Improvement,
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IV. SHARED PARKING EASEMENT

A. ACCESS EASEMENT: The City does hereby grant, bargain, sell and convey to DRD, its successors and assigns, for its use and for the use of its owners, users, guests, invitees and licensees, including all customers, employees, agents, permittees, contractors, subcontractors, tenants and subtenants, a non-exclusive and perpetual access easement and right-of-way over, across and upon Parcel C for ingress and egress to Parcel C from Parcel A, Parcel B and Hollis Crossings for vehicular and pedestrian ingress and egress.

B. SHARED PARKING: The City does hereby agree, for the benefit of Parcel A, and does hereby grant, bargain, sell and convey to DRD, its successors and assigns, for its use and for the use of its owners, users, guests, invitees and licensees, including all customers, employees, agents, permittees, contractors, subcontractors, tenants and subtenants, a non-exclusive and perpetual parking easement on Parcel C for the purpose of parking on Parcel C when additional parking is needed.

V. ACCESS EASEMENT

DRD does hereby grant, bargain, sell and convey to City, its successors and assigns, and for the use of its users, invitees, guests, licensees, including all employees, agents, permittees, contractors, subcontractors and any and all members of the general public, a non-exclusive and perpetual access easement and right-of-way over, across and upon Parcel B for vehicular and pedestrian ingress and egress to Parcel C from Hollis Crossings.

VI. IMPROVEMENTS

Even though Parcel B, after completion of the improvements described herein, will not be a public right-of-way, the City shall construct the improvements in conformity with City requirements to construct a public street at the sole cost of the City.

VII. CONSTRUCTION CONTRACT

The City and DRD recognize and mutually agree that the City will enter into a written Construction Contract with a General Contractor properly licensed within the meaning of Title 34-8-1, *Code of Alabama, 1975*, and its subcontractors for the construction of the improvements on Parcel B.

The City and DRD agree that any and all contracts entered into by and between the City and a General Contractor shall include the following terms, provisions and conditions:

A. LIABILITY INSURANCE: The General Contractor shall carry Manufacturer's and General Contractor's General Comprehensive Liability and Public Liability Insurance with limits of

Agreement for Access Easement, Improvement,
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One Million Dollars (\$1,000,000.00), per person, and Two Million Dollars (\$2,000,000.00), per occurrence, to cover and protect the City, its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives, DRD and its owners, shareholders, officers, directors, stockholders, servants, agents, employees and other representatives, the General Contractor and its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of any and all equipment, including but not limited to machinery, tractors, rollers, mixers, motor vehicles and other related equipment necessary to perform the work and installations and embraced in the contract.

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

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

B. ADDITIONAL INSUREDS: The General Contractor shall cause all of the insurance policy coverages described in the contract above (except for the Worker's Compensation coverages) to include:

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

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

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3. DRD and its owners, shareholders, officers, directors, stockholders, servants, agents, employees and other representatives, and DRD's lender as additional insureds for claims caused in whole or in part by the General Contractor's negligent acts or omissions during the General Contractor's operations; and

4. DRD and its owners, shareholders, officers, directors, stockholders, servants, agents, employees and other representatives, and DRD's lender as additional insureds for claims caused in whole or in part by the General Contractor's negligent acts or omissions during the General Contractor's completed operations; and

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

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

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

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

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

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VIII. GRANT OF TEMPORARY CONSTRUCTION EASEMENT

DRD hereby grants and conveys unto City and City's employees, agents, contractors, subcontractors and licensees a temporary construction easement on, over and along Parcel B for the purpose of helping City develop and construct improvements on Parcel B as provided herein.

A. BEST MANAGEMENT PRACTICES: City, for itself and all its other servants, agents, employees, contractors, subcontractors and licensees, shall utilize best management practices in the use of this temporary construction easement and shall otherwise comply in all respects with any and all statutes, ordinances, code provisions, rules, regulations, requirements and directives (collectively, "governmental requirements") of any federal, state, county, city or quasi-governmental agency, bureaus, departments, divisions or regulatory authorities having jurisdiction of any portion of Parcel B.

B. TERM: This temporary construction easement granted herein shall automatically terminate on the date which is the earlier of: (a) six (6) months from the date of this Agreement; or (b) the completion of the construction on Parcel B.

IX. MAINTENANCE AND REPAIR

A. Parcel A: DRD shall be solely responsible for the maintenance, repair and upkeep of Parcel A.

B. Parcel B: The City shall be solely responsible for the maintenance, repair and upkeep of Parcel B in a safe, clean and attractive condition consistent with good standards of maintenance and cleanliness. If the City, its successors or assigns, fails to maintain, repair or upkeep Parcel B in accordance with this Agreement, then DRD, its successors and assigns, may after sixty (60) days' written notice of such failure to the City and opportunity to cure, enter into Parcel B and conduct such maintain and repair, and the City shall reimburse DRD within thirty (30) days after written notice and billing of such costs. The City's failure to timely reimburse DRD for such costs of repair and maintenance shall terminate the right to the use of such easement for ingress and egress until such costs are paid.

C. Parcel C: The City shall be solely responsible for the maintenance, repair and upkeep of Parcel C.

X. COMPLIANCE WITH LAW

DRD and City shall at all times exercise its rights hereunder in compliance with all applicable federal, state and local statutes, regulations, ordinances, rules, judicial decisions, governmental permits and approvals and all other laws now or hereafter in effect.

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XI. BENEFITS

A. CITY: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns and the rights and obligations and benefits and burdens granted and imposed hereby shall be covenants which run with the land and shall benefit Parcel A owned by DRD and burden Parcel C owned by the City and the successors in title thereto of each of the parties.

B. DRD: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns and the rights and obligations and benefits and burdens granted and imposed hereby shall be covenants which run with the land and shall benefit Parcel C owned by the City and burden Parcel B owned by DRD and the successors in title thereto of each of the parties.

XII. NO PUBLIC DEDICATION

Nothing contained in this Agreement in the use of Parcel B by any member of the general public shall evidence any intent of DRD to offer Parcel B for dedication or shall result in any public dedication of any rights with respect to Parcel B.

XIII. MISCELLANEOUS

A. GOVERNING LAW: This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

B. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

C. SURVIVAL: All representations and warranties of this Agreement shall survive the execution and delivery, as shall any covenants for performance after the recording of this instrument.

D. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

E. NO WAIVER: The failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.

F. CONSTRUCTION OF TERMS: Descriptive headings are for convenience only and shall

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not control or affect the meaning or construction of any provision. Any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

G. SEVERABILITY: In case of any of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable by any court of competent jurisdiction in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.

H. DATES: If any date provided in this Agreement falls on a Saturday, Sunday or holiday, the date shall be the next business day.

I. EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

J. ENTIRE AGREEMENT: This written Agreement contains the entire agreement between the parties, incorporating all prior agreements, and may only be amended in writing executed by both parties.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and Dolly Ridge Development, LLC, an Alabama limited liability company, have hereunto caused this Agreement for Access Easement, Improvement, Temporary Construction Easement, Maintenance and Shared Parking Easement to be executed by their duly authorized officers and their respective seals to be affixed hereto as of the date first above written.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

Agreement for Access Easement, Improvement,
Temporary Construction Easement,
Maintenance and Shared Parking Easement
Page 10

By _____

Agreement for Access Easement, Improvement,
Temporary Construction Easement,
Maintenance and Shared Parking Easement
Page 11

DRD:
DOLLY RIDGE DEVELOPMENT, LLC
An Alabama Limited Liability Company

By _____

Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of Dolly Ridge Development, LLC, an Alabama limited liability company, is signed to the foregoing Agreement for Access Easement, Improvement, Temporary Construction Easement, Maintenance and Shared Parking Easement, and who is known to me, acknowledged before me on this day that being informed of the contents of the contract, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said Dolly Ridge Development, LLC on the day the same bears date.

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

Notary Public

My Commission Expires:

SEAL

Agreement for Access Easement, Improvement,
Temporary Construction Easement,
Maintenance and Shared Parking Easement
Page 12

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

Parcel C- CITY PROPERTY (parking area)

Subdivision in Map Book 250 Page 85 in the Probate Office of Jefferson County, Alabama.

Parcel A- DOLLY RIDGE DEVELOPMENT, LLC (“DRD”) PROPERTY

Lot 2, Hollis Crossings, as recorded in Map Book 242 Page 64 in the Probate Office of Jefferson County, Alabama.

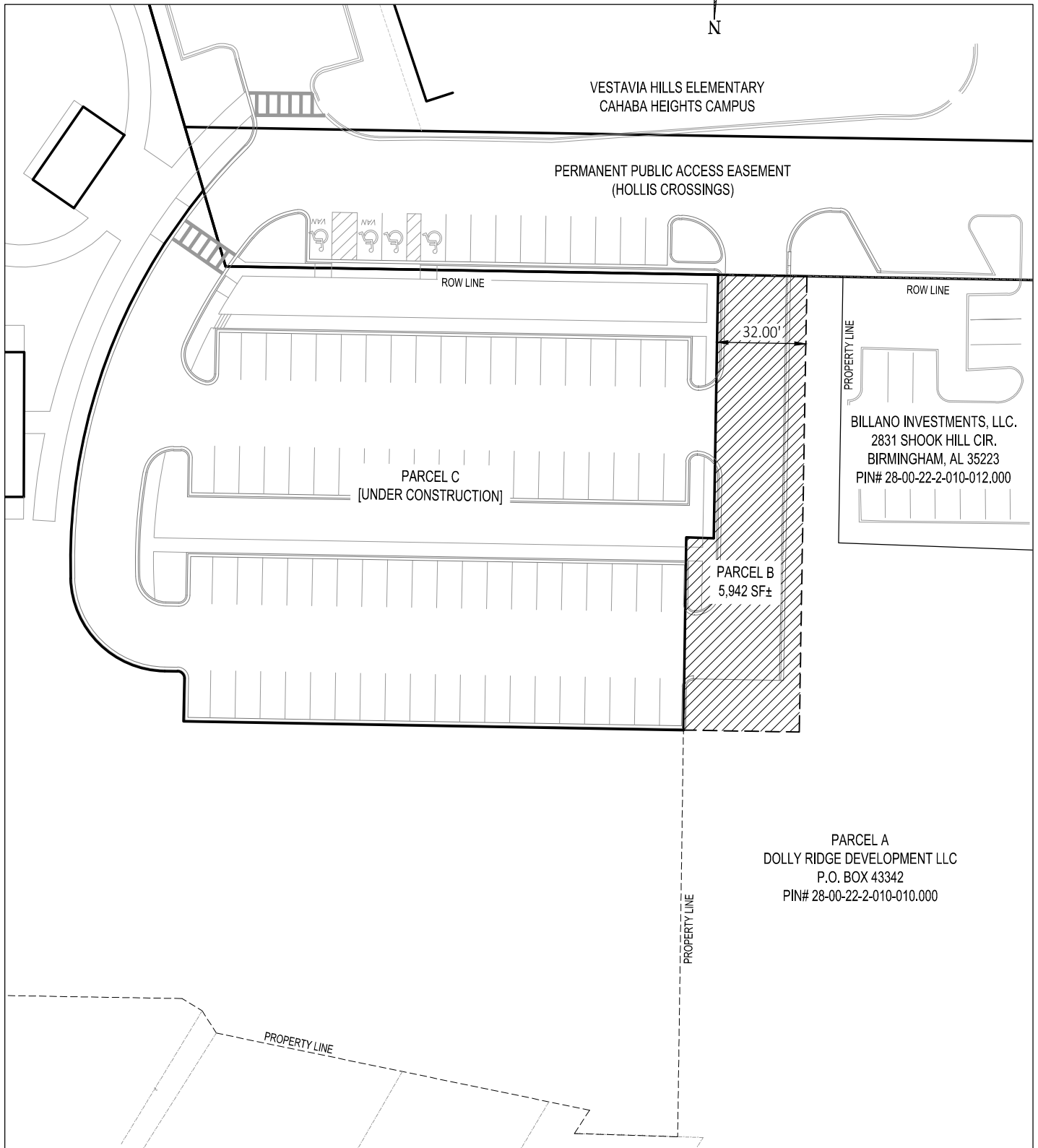
Parcel B- PERMANENT ACCESS EASEMENT

An easement of land located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at a $\frac{1}{2}$ ” capped rebar (J. O’Perry 12697) being the Northwest corner of Parcel 2 of Cahaba Heights Elementary Subdivision, a parcel of land located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama; thence S $0^{\circ} 40' 38''$ W along the West property line of said Parcel 2 a distance of 146.61’ to the Point of Beginning of the following described permanent access easement; thence continue S $0^{\circ} 40' 38''$ W a distance of 69.48’ to a $\frac{5}{8}$ ” capped rebar (GSA CA-560-LS); thence N $88^{\circ} 03' 07''$ W a distance of 9.94’ to a $\frac{5}{8}$ ” capped rebar (GSA CA-560-LS); thence S $0^{\circ} 49' 48''$ W a distance of 95.05’ to a $\frac{5}{8}$ ” capped rebar (GSA CA-560-LS) and the SW corner of Parcel 2 along the North boundary line of a public access road; thence N $89^{\circ} 10' 50''$ W along said North boundary line of public access road a distance of 26.08’ to a point; thence N $0^{\circ} 50' 33''$ E a distance of 164.34’ to a point; thence S $89^{\circ} 09' 27''$ E a distance of 35.80’ back to the Point of Beginning. Said easement containing 4,966 SQ FT (0.11 acres), more or less.

EXHIBIT 1

(IN FEET)
 1 inch = 50 ft.



**EXHIBIT 2 - TEMPORARY CONSTRUCTION EASEMENT
 ACCESS EASEMENT, IMPROVEMENT AND MAINTENANCE
 AND SHARED PARKING EASEMENT**

**CAHABA HEIGHTS ATHLETIC FIELDS IMPROVEMENTS
 VESTAVIA HILLS, ALABAMA
 4401 DOLLY RIDGE ROAD VESTAVIA HILLS, AL 35243**

DATE: 12.03.2019
 SCALE: 1"=50'
 SHEET 1 OF 1



CAPRINE
 PLANNING - CIVIL ENGINEERING - CONSULTING

RESOLUTION NUMBER 5212

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE
CANCER INSURANCE FOR VESTAVIA HILLS FIRE FIGHTERS
PURSUANT TO ACT NUMBER 2019-361**

WHEREAS, Act 2019-361 of the Alabama legislature mandates that municipalities purchase cancer coverage for all of their paid firefighters; and

WHEREAS, said cancer coverage should, at a minimum, provide critical illness and long term disability coverage for firefighters who are diagnosed with cancer; and

WHEREAS, said insurance shall be effective January 1, 2020; and

WHEREAS, the City of Vestavia Hills sought the most advantageous option from the insurance marketplace and has determined that the cancer insurance offered through the Alabama First Responders Benefit Program by The Hartford Life and Accident Company is the best option for Vestavia Hills as detailed in Exhibit A, attached to and incorporated into this Resolution Number 5212 as if written fully therein; and

WHEREAS, the quoted annual premium amount through The Hartford Life and Accident Company for 2020 is \$19,020.96; and

WHEREAS, a summary of premium and benefits is marked as Exhibit B, attached to and incorporated into this Resolution Number 5212 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the quote given by The Hartford Life and Accident Company.

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

1. The City Manager is hereby authorized to take all actions necessary in order to secure required insurance coverage for Vestavia Hills Fire Fighters pursuant to Act 2019-361 through The Hartford Life and Accident Company as detailed in the attached Exhibit B; and
2. This Resolution Number 5212 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 16th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

City of Vestavia Hills Fire Department Cancer Quotes

Hartford Life and Accident Insurance Company

Option 1

<u>Firefighter class</u>	<u>Basic Plan Rate</u>	<u>Basic Plan Premium</u>
Paid Career	\$186.48	\$19,020.96

Option 2

<u>Enhanced Plan Rate</u>	<u>Enhanced Plan Premium</u>
\$198.24	\$20,220.48

ACE American Insurance Company

<u>Firefighter class</u>	<u>Enhanced Plan Rate</u>	<u>Enhanced Plan Premium</u>
Paid Career	\$263.05	\$26,832.00

*This company does not show a basic plan in the quote section.

City of Vestavia Hills Fire Department Cancer Quotes

Hartford Life and Accident Insurance Company

Benefits(Paid Career)

Lump Sum Cancer Plan

	<u>Benefit</u>
Cancer Benefit Amount	\$25,000
Invasive Cancer	\$25,000
Non-invasive Cancer	\$6,250
Lifetime Max Benefit/Firefighter	\$50,000
Recurrence Benefit	100%, 90 days seperation period

Long Term Disability Plan

	<u>Benefit</u>
Paid Career Firefighter	\$3,000 Maximum Monthly Benefit 180 Elimination Period Duration of 3 years

ACE American Insurance Company

Benefits for class 1 employess(active career firefighters)

Lump Sum Cancer Benefits

	<u>Benefit</u>
Early Stage Cancer	\$6,250
Advanced Cancer	\$25,000
Lifetime Max for Lump Sum Benefits	\$50,000

Long Term Disability Plan

	<u>Benefit</u>
Monthly Benefit	\$3,000, minus other income benefits 6 month waiting period from date of total disability Maximum benefit period of 3 years

RESOLUTION NUMBER 5213

**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 ingress/egress easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said portion of 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 portion of utility easement is commonly referred to as “an ingress/egress easement” and is more particularly described as follows:

A strip of land 40’ in width running along and within Lot 5C in the approximate location shown on Preliminary Site Plan attached.

WHEREAS, it appears to the City Council of the City of Vestavia Hills, Alabama, that reasonable means of access as well as sewer access to be afforded to all utilities running through the tract of land or eventually located in said tract of land; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the vacation of the hereinabove described ingress/egress 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 16th day of December, 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 16th day of December, 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 Patchwork Farms as same appears on the Plat of Lot 5C Patchwork Farms which Plat is recorded in Plat Book 241, at Page 37, 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. Patchwork Farms is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 3085 Healthy Way Vestavia Hills, AL 35243

_____ . A copy of the map reflecting the location of easement 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: 3085 Healthy Way Vestavia Hills, AL 35243

Legal Description: _____

Owners' Name(s): Christopher 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: _____

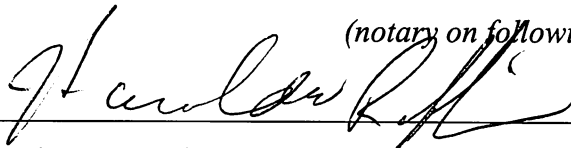
Owners' Name(s): _____

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.

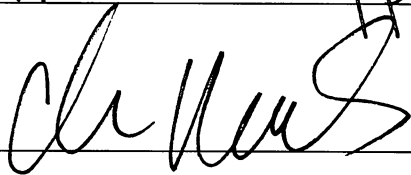
IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 19 day of November, 2019.

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)



Harold Ripp



Chris Neal

STATE OF ALABAMA

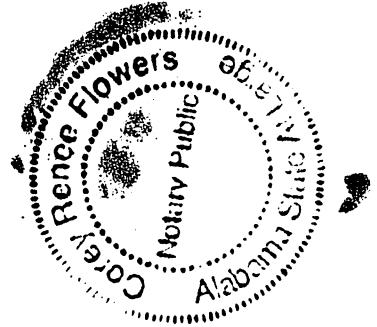
GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Harold Ripp 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 19 day of November, 2019.

Corey Renee Flowers
Notary Public



STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Chris Reebals 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 19 day of November, 2019.

Corey Renee Flowers
Notary Public

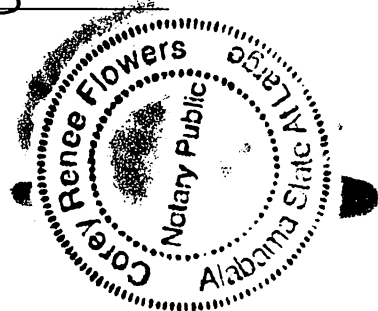


EXHIBIT C

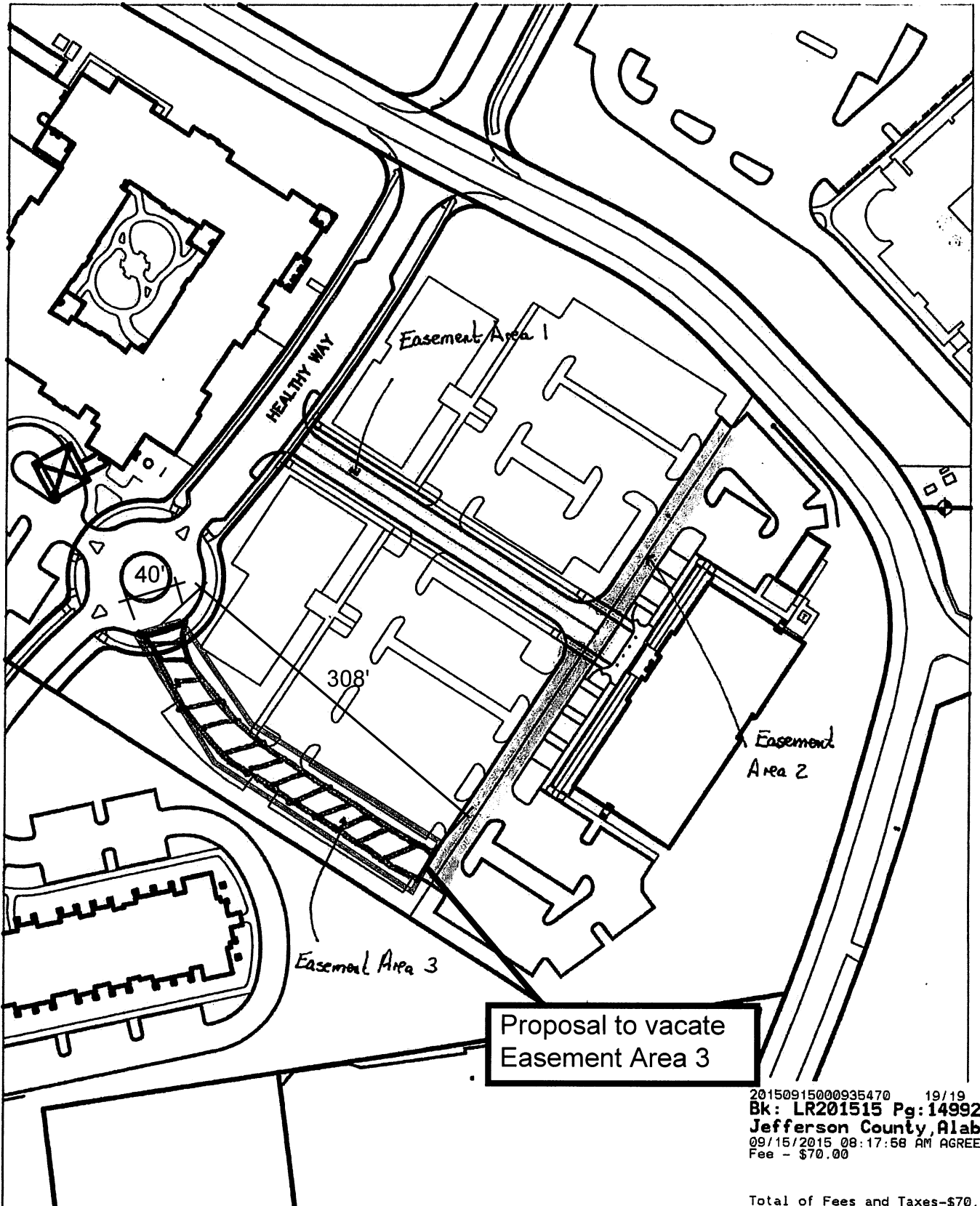
Legal Description of Easement Area 3

Easement Area 3 shall consist of a strip of land 40 feet in width, running along and within Lot 5C in the approximate location shown on the Preliminary Site Plan.

EXHIBIT D

Preliminary Site Plan

See Attached.



**Proposal to vacate
Easement Area 3**

20150915000935470 19/19
 Bk: LR201515 Pg:14992
 Jefferson County, Alabama
 09/15/2015 08:17:58 AM AGREE
 Fee - \$70.00

Total of Fees and Taxes-\$70.00
 NICOLE

DESCRIPTION: EXHIBIT OF OVERALL LOT 5 LAYOUT

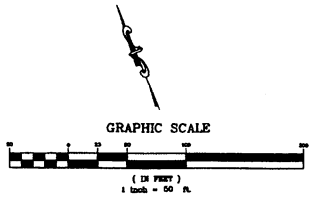
PATCHWORK FARMS DEVELOPMENT
 VESTAVIA HILLS, ALABAMA

EXHIBIT

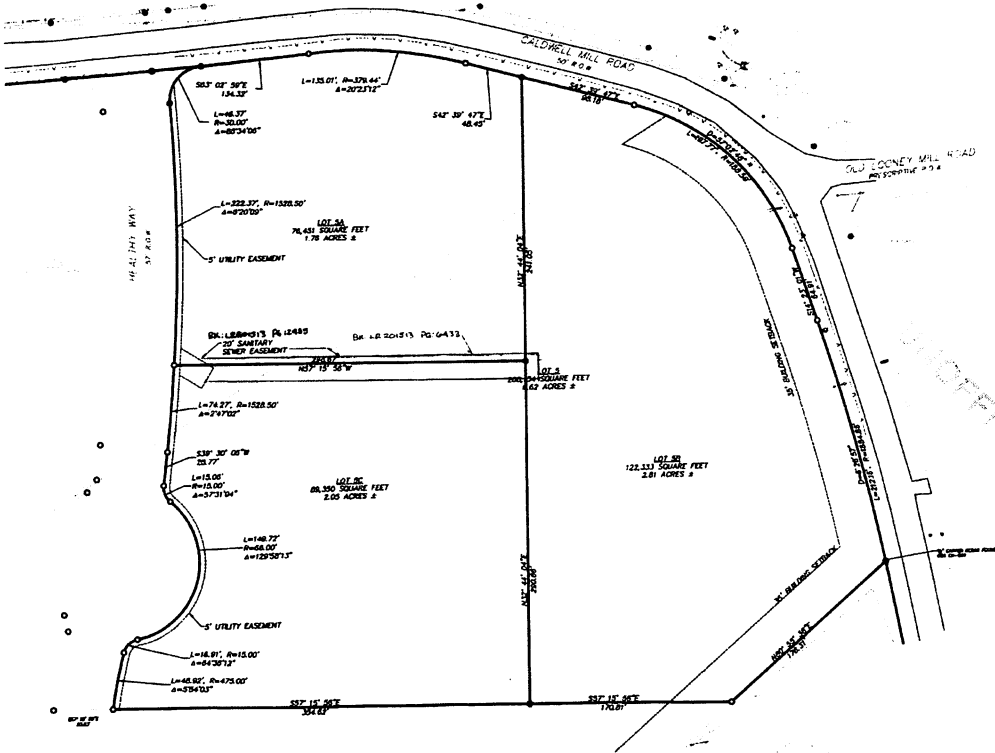
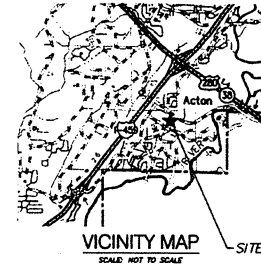
GMC # CBHM140101
 DATE: 07/13/2015
 DRAWN BY: CE

 GOODWYN | MILLS | CAWOOD

2701 1st Ave South, Suite 100 | Birmingham, AL 35233
 Tel 205.679.4462 | GMCNETWORK.COM



PATCHWORK FARMS LOT 5 RESURVEY FINAL PLAT



LEGEND			
□	DCM	⊗	STORM MANHOLE
■	HAZARDOUS	⊕	POWER MANHOLE
○	1/2" CAPPED REBAR FOUND	⊙	SANITARY MANHOLE
○	1/2" CAPPED REBAR SET (M & C A 0010)	⊗	WATER VALVE
△	PK MAN. SET	⊗	GAS VALVE
△	PK MAN. FOUND	⊗	GAS METER
⊙	POWER POLE	⊗	HYDRANT
⊙	REINFORCING VALVE	⊗	FLAT CALL
⊙	TELEPHONE MANHOLE	⊗	DEED CALL
⊙	CONCRETE MONUMENT FOUND	⊗	FIELD MEASUREMENT
⊙	CONTROL STATION	⊗	R.O.B. - RIGHT OF WAY
⊙	LIGHT POLE	⊗	D.B./P.O. - DEED BOOK & PAGE
⊙	WATER METER	⊗	R.C.P. - REINFORCED CONCRETE PIPE

- General Note:
1. Underground utilities & encroachments: There was no attempt made to determine the location or width of a possible encroachment beneath the surface. Underground structures and facilities that are shown were located from surface readings or graphically from drawings furnished by the utility. No excavation of underground utilities, underground inlets or subsurface building foundations was made as a part of this survey.
2. Date of survey: April 17th, 2015 is the date of field survey and the last day the surveyor gathered data for the survey.
3. Source of information used: Boundary survey by Goodwyn, Mills and Cawood.
4. Horizontal control and bearings: Bearings are based upon a second class star shown.
5. Easements and note: This survey and drawing is not valid without the easements and note by an Alabama Professional Land Surveyor.
6. Property fee in Flood Zone "X" fee per community F.L.R.L. Parcel # 0107300000, effective date, September 20, 2009.
7. Type of survey: This is a Resurvey/Final Plat.
8. All lots Zoned PD-CUL.
9. The Sanitary Sewer Easement is maintained by Jefferson County Environmental Services, The City of Vestavia Hills, Alabama has no obligation to provide sanitary sewer service or maintain any lines lying in the Sanitary Sewer Easement.
10. All lots shown herein are subject to the terms, conditions, easements and restrictions set forth in the Patchwork Farms Commercial Declaration of Covenants, Conditions, and Restrictions dated April 4, 2012 as recorded in BMC 1825123, Page 10027 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended from time to time.

State of Alabama
Jefferson County

I, LeAnn Pardo Dwyer, a Notary Public in and for said State and County, do hereby certify that Gary H. Picking whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that after having been duly informed of the contents of said certificate, they executed the same voluntarily as each individual with full authority thereunder.

Gives under my hand and seal this 27th day of April, 2015.
Notary Public
LeAnn Pardo Dwyer

My Commission Expires: 08-07-16

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county, in said area, hereby certify that Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company, do hereby certify that Gary H. Picking, 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 of said instrument, he, as each officer and with full authority, executed the same voluntarily on the day the same were done for and as the act of each corporation as Manager of the aforesaid limited liability company.

Gives under my hand and official seal, this 27th day of April, 2015.
Notary Public
Rita D. Blythe

My Commission Expires: 3/12/2018

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county, in said area, hereby certify that Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company, do hereby certify that Gary H. Picking, 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 of said instrument, he, as each officer and with full authority, executed the same voluntarily on the day the same were done for and as the act of each corporation.

Gives under my hand and official seal, this 27th day of April, 2015.
Notary Public
Rita D. Blythe

My Commission Expires: 3/12/2018

State of Alabama
Jefferson County

The undersigned, Gary H. Picking, Professional Land Surveyor and Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company as owner, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map were made at the instance of said owner; that this plat or map is a true and correct copy of said survey and that the same is to be known as Patchwork Farms Lots 5A, 5B and 5C Resurvey of Patchwork Farms Lots 4-6 Survey, showing the subdivision into which is proposed the said lands, giving the length and bearings of the boundaries of each lot and its number, showing the street, alley and public grounds, giving the bearings, length, width and name of each street, as well as the location of each lot and block, and showing the relation of the lands to the Government Survey, and that the same have been laid out as all lot corners and corner poles as shown and indicated by small pins placed on said plat or map. Said owner also certifies that it is the owner of said lands and that the same are subject to a mortgage filed by the same in Alabama corporation. Said owner declares streets, alleys and public grounds as shown by said plat or map. Said owner agrees that the City of Vestavia Hills may at any time change the street or closing grade of any street, alley or public grounds, or may give thereof, from the natural or existing grade to the permanent grade without the payment of compensation or damages to the abutting owners; and this agreement shall be a covenant running with the lands. The undersigned appoints the City of Vestavia Hills as agent for the purpose of filing said plat or map, together with this instrument, for record, and certifies that he has full authority to execute said instrument and map.

REQUIRED ALABAMA SURVEYOR'S STATEMENT:

I hereby state that all parts of this survey and drawing have been completed in accordance with the correct requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company
Gary H. Picking, Professional Land Surveyor
Goodwyn, Mills & Cawood
2701 1st Avenue South
Suite 100
Birmingham, Alabama
35233

Gives under my hand and seal, this 27th day of April, 2015.
Notary Public
Rita D. Blythe

My Commission Expires: 3/12/2018

Owner: Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company
3000 Chamberlayne Parkway Suite 100
Birmingham, AL 35242

Surveyor: Gary H. Picking, Alabama PLS #18982
Geography, A.M.S., & Certified, Inc.
2701 1st Ave. South, Suite 100
Birmingham, AL 35233

Environmental services approval indicates that treatments have been defined for future Jefferson County sanitary service; however, this does not mean sanitary services have been built or will be built in the future, nor change to rights of way or easements boundaries after this date may void this approval.

Director Jefferson County Environmental Services



Signature: [Signature]
Notary Public
My Commission Expires: 3/12/2018

ISSUE DATE

ISSUED	04/28/15
Drawn by	[Signature]
Checked by	[Signature]

PATCHWORK FARMS SUBDIVISION
FOR DANIEL/PRIME PATCHWORK FARMS, LLC
VESTAVIA HILLS, ALABAMA

GMC Project Number CBHM120049

FINAL PLAT



FINAL PLAT
LOTS 5A, 5B, and 5C

Sheet 1 of 1

GOODWYN MILLS CAWOOD

2701 1st Ave South, Suite 100 | Birmingham, AL 35233
Tel 205.979.4482 | GCMETWORK.COM

Electronic Resolution No. 221
20150915000935470 1/19
Bk: LR201515 Pg: 14992
Jefferson County, Alabama
I certify this instrument filed on:
09/15/2015 08:17:58 AM AGREE
Judge of Probate- Alan L. King

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

**RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT
LOTS 5A, 5B AND 5C PATCHWORK FARMS**

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as the 26th day of August, 2015 by and **DANIEL/RIME PATCHWORK FARMS, LLC**, a Delaware limited liability company ("Daniel/Rime"), and **PATCHWORK FARM COMMERCIAL ASSOCIATION, INC.**, an Alabama non-profit corporation (the "Association").

RECITALS:

Daniel/Rime is the owner of the Lots, as hereinafter defined.

Daniel/Rime desires to establish for the benefit of all of the Lots a reciprocal easement for access and certain utilities over, across, under, through and upon (a) Easement Area 1, as hereinafter defined, and (b) Easement Area 2, as hereinafter defined.

Daniel/Rime further desires to establish for the benefit of all of the Lots a reciprocal easement for access over, across, through, under and upon Access Drive 3, as hereinafter defined, when the same is constructed by the Owner of Lot 5C.

The Association is the property owners' association established pursuant to the Patchwork Farm Commercial Declaration of Covenants, Conditions and Restrictions dated as of April 4, 2012 and recorded in Book LR: 201212, Page 19387 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended by First Amendment thereto dated as of December 16, 2014 and recorded in Book LR: 201419, Page 2977 in the aforesaid Probate Office, as further amended by Second Amendment thereto dated as of December 16, 2014 and recorded in Book LR: 201419, Page 3051 in the aforesaid Probate Office, as further amended by Third Amendment thereto dated as of December 16, 2014 and recorded in Book LR: 201419, Page 3056 in the aforesaid Probate Office (collectively, the "Declaration"). All of the Lots are subject to the Declaration.

Daniel/Rime, as the current Owner, as hereinafter defined, of all of the Lots, has requested that the Association provide, for the benefit of all of the Lots, certain maintenance and other services as hereinafter described. The Association has agreed to provide such services to the Lots subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Daniel/Rime and the Association do hereby agree as follows:

1. **Definitions.** In addition to the definitions set forth above (and elsewhere in this Agreement), the following terms shall have the respective meanings set forth below:

(a) “**Access Drive 1**” shall mean and refer to the access drive and curbing and gutters for the same to be constructed by Daniel/Rime along the common boundaries of Lots 5A and 5C within Easement Area 1, in substantially the location shown on the Preliminary Site Plan; provided, however, that Daniel/Rime shall have no obligation to construct any turn-outs (curb cuts) providing access between or to any parking lots to be constructed on Lot 5A or Lot 5C and Access Drive 1.

(b) “**Access Drive 2**” shall mean and refer to the access drive and curbing and gutters for the same to be constructed by Daniel/Rime along the common boundaries of Lots 5A, 5B and 5C within Easement Area 2, in substantially the location shown on the Preliminary Site Plan; provided, however, that Daniel/Rime shall have no obligation to construct any turn-outs (curb cuts) providing access between or to any parking lots to be constructed on Lot 5A or Lot 5C and Access Drive 2.

(c) “**Access Drive 3**” means the access drive, including curbing, gutters, which provides vehicular access to and from the round-about for Healthy Way, a public roadway, and Access Drive 2, in substantially the location shown on the Preliminary Site Plan, to be constructed by the Owner of Lot 5C within Easement Area 3 in accordance with the terms and provisions of Paragraph 3 below.

(d) “**Access Drive 3 Improvements**” shall have the meaning given to such term in Paragraph 3(a) below.

(e) “**Access Drive 3 Utilities**” means any storm drainage lines and inlets which may be constructed by the Owner of Lot 5C within Access Drive 3 in connection with the construction of Access Drive 3.

(f) “**Access Drives**” shall mean collectively, Access Drive 1, Access Drive 2 and, when the same is constructed, Access Drive 3.

(g) “**Authorized Users**” shall mean and refer to the agents, employees, representatives, tenants, guests, invitees and licensees of the Owner of each Lot, together with the respective agents, employees, guests and invitees of any tenants of such Lot.

(h) “**Budget**” shall have the same meaning given to such term in Paragraph 7(b) below.

(i) “**Casualty**” means any damage or destruction to any of the Access Drives or any portions thereof by fire or other casualty.

(j) “**City**” means the City of Vestavia Hills, Alabama.

(k) “**Condemnation**” means any taking involving any of the Access Drives or any portions thereof as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof.

(l) “**Easement Area 1**” means the real property described in **Exhibit A** attached hereto and incorporated herein by reference upon which Daniel/Rime shall construct and install Access Drive 1 and the Utilities, if any, as provided in Paragraph 2 below; provided, however, that (i) Easement Area 1 will consist solely of those portions of Easement Area 1 upon which paving, curbing and gutters for Access Drive 1 and any Utilities are constructed by Daniel/Rime within said Access Drive 1 and (ii) to the extent requested by any Owner, this Agreement shall be amended to reflect that the legal description of Easement Area 1 consists only of the as-built location of Access Drive 1 and any Utilities constructed thereon.

(m) “**Easement Area 2**” means the real property described in **Exhibit B** attached hereto and incorporated herein by reference upon which Daniel/Rime shall construct and install Access Drive 2 and the Utilities, if any, as provided in Paragraph 2 below; provided, however, that (i) Easement Area 2 will consist solely of those portions of Easement Area 2 upon which paving, curbing and gutters for Access Drive 2 and any Utilities are constructed by Daniel/Rime within said Access Drive 2 and (ii) to the extent requested by any Owner, this Agreement shall be amended to reflect that the legal description of Easement Area 2 consists only of the as-built location of Access Drive 2 and any Utilities constructed thereon.

(n) “**Easement Area 3**” means that portion of Lot 5C described in **Exhibit C** attached hereto and incorporated herein by reference upon which the Owner of Lot 5C constructs Access Drive 3; provided, however, that (i) Easement Area 3 will consist solely of those portions of Easement Area 3 upon which paving, curbing and gutters for Access Drive 3 are constructed by the Owner of Lot 5C and (ii) to the extent requested by the Owner of Lot 5C, this Agreement shall be amended to reflect that the legal description of Easement Area 3 consists only of the as-built location of Access Drive 3 constructed thereon.

(o) “**Force Majeure**” means any delays which are occasioned by or result from acts of God, inclement weather, labor or material shortages, labor strikes, work stoppages, war, civil unrest, riots or any other causes beyond the reasonable control of Daniel/Rime.

(p) “**Governmental Requirements**” means any and all statutes, laws, ordinances, code provisions, rules, regulations, requirements and directives of any City, county, state or federal governmental or quasi-governmental agencies, bureaus, departments, divisions, or regulatory authorities.

(q) “**Individual Assessments**” shall have the same meaning given to such term in the Declaration.

(r) “**Initial Improvements**” shall have the meaning given to such term in Paragraph 2(a) below.

(s) “**Lot**” means, individually, a reference to either Lot 5A, Lot 5B or Lot 5C.

(t) “**Lots**” means, collectively, Lot 5A, Lot 5B and Lot 5C.

(u) “**Lot 5A**” means Lot 5A, according to the Survey of Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.

(v) “**Lot 5B**” means Lot 5B, according to the Survey of Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.

(w) “**Lot 5C**” means Lot 5C, according to the Survey of Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.

(x) “**Maintenance Obligations**” means the following maintenance and other services which will be provided by the Association to the Lots, subject to and upon the terms and conditions set forth in Paragraph 7 below:

(i) Patching, repaving and restriping of Access Drive 1 and Access Drive 2; and

(ii) Maintenance, replacement and repair of any Utilities constructed by Daniel/Rime under, on or within Access Easement 1 or Access Easement 2.

(y) “**Mandatory Individual Assessments**” means the amounts determined from time to time by the Association to pay (i) all amounts payable under the Street Light Maintenance Agreements and (ii) reasonable management fees, accounting fees, legal fees and administrative costs and expenses of the Association in connection therewith.

(z) “**Owner**” means the owner of any of the Lots and the heirs, successors and assigns of such owner.

(aa) “**Owners**” means, collectively, every Owner of the Lots.

(bb) “**Preliminary Site Plan**” means the preliminary site plan attached hereto as Exhibit D and incorporated herein by reference. **The locations of any buildings, parking areas, parking drives, turn-outs (curb cuts) and other improvements shown on the Preliminary Site Plan (other than the proposed locations of the Access Drives) are conceptual only and are subject to change, modification and alteration from time to time by the then Owner of each respective Lot shown on the Preliminary Site Plan.**

(cc) “**Prorata Share**” means, as to each Lot, one-third (1/3rd) of (i) all Special Maintenance Expenses or (ii) all Mandatory Individual Assessments.

(dd) “**Special Maintenance Expenses**” means, collectively, (i) the costs and expenses relating to the performance by the Association of the Maintenance Obligations set forth in any Budget approved by at least two (2) of the Owners of the Lots, as provided in Paragraph 7(b) below, and (ii) reasonable management fees, accounting fees, legal fees and administrative costs and expenses of the Association in connection therewith as set forth in any Budget approved by at least two (2) of the Owners of the Lots, as provided in Paragraph 7(b) below.

(ee) “**Street Light Maintenance Agreements**” means any lease/maintenance agreements entered into by Daniel/Rime or the Association with Alabama Power Company or its successors and assigns pursuant to which Alabama Power Company or its successors and assigns will maintain the Street Lights and provide electrical service for the Street Lights for a fee.

(ff) “**Street Lights**” means the street lighting fixtures and standards to be installed by Daniel/Rime in and along Easement Area 1.

(gg) “**Substantial Completion**” means the date on which Goodwyn Mills & Cawood, Inc. issues a letter or certificate stating that the Initial Improvements, exclusive of the seal coat for Access Drive 1 or Access Drive 2, have achieved substantial completion.

(hh) “**Utilities**” means, to the extent Daniel/Rime elects to construct or install the same within Easement Area 1 and/or Easement Area 2, (i) any storm water drainage lines, pipes and inlets and (ii) any underground electrical lines, pipes and wiring which are installed for the Street Lights.

2. **Construction of Access Drive 1 and Access Drive 2 and Turn-Outs.**

(a) Subject to the remaining terms and provisions of this Paragraph 2(a), Daniel/Rime shall construct and complete, at its sole cost and expense, (i) Access Drive 1, the Street Lights, and the Utilities (to the extent Daniel/Rime determines, in its reasonable discretion, that such Utilities are necessary to be constructed within Access Drive 1) and (ii) Access Drive 2 and the Utilities (to the extent Daniel/Rime determines, in its reasonable discretion, that such Utilities are necessary to be constructed within Access Drive 2) (collectively, the “Initial Improvements”). Daniel/Rime covenants and agrees that Substantial Completion of the Initial Improvements shall occur on or before December 31, 2015, subject to extensions thereof resulting from any matters of Force Majeure. The Initial Improvements shall be constructed and completed in a good and workmanlike manner and in accordance with all applicable Governmental Requirements. Daniel/Rime shall install the seal coat for Access Drive 1 and Access Drive 2 no later than the date on which buildings on all of the Lots have been completed and certificates of occupancy for the same have been issued by the City; provided, however, that Daniel/Rime may install the seal coat at any time prior to such date. Following Substantial Completion of the Initial Improvements (and the installation of the seal coat for Access Drive 1 and Access Drive 2), Daniel/Rime shall have no further obligations or liabilities under this Agreement (except to the extent it is the Owner of a Lot).

(b) To the extent any of the Lots are sold and conveyed by Daniel/Rime prior to completion of the Initial Improvements, Daniel/Rime does hereby reserve for itself, its agents,

employees, and contractors, a temporary construction easement over, across, through, under and upon the Lots for the purposes of constructing and installing the Initial Improvements, which temporary construction easement shall automatically expire and terminate on the earlier of (i) Substantial Completion or (ii) December 31, 2016.

(c) Each Owner shall be solely responsible for the costs and expenses of constructing, installing, maintaining, repairing and replacing (i) any landscaping, if any, which such Owner elects to construct or install on or within any portion of such Owner's Lot (including any portion of the Access Drives located on such Owner's Lot), (ii) any sidewalks constructed or installed on such Owner's Lot (including any portion of the Access Drives located on such Owner's Lot) and (iii) any turn-outs (curb cuts) providing access between any Access Drives serving such Owner's Lot and any parking areas or facilities situated on such Owner's Lot. Plans and specifications for all turn-outs (curb cuts) onto any of the Access Drives must be approved by Daniel/Rime in writing prior to commencement of construction of the same.

3. Construction of Access Drive 3.

(a) Following the transfer and conveyance of Lot 5C by Daniel/Rime to any third party Owner, then such Owner of Lot 5C shall construct and install, at its sole cost and expense, Access Drive 3, including the seal coat for Access Drive 3, and the Access Drive 3 Utilities (collectively, the "Access Drive 3 Improvements") on, upon, and within Easement Area 3, which Access Drive 3 Improvements will be constructed by then Owner of Lot 5C in a good and workmanlike manner and in accordance with all applicable Governmental Requirements. The Owner of Lot 5C shall complete the construction and installation of the Access Drive 3 Improvements no later than the date on which a certificate of occupancy is issued by the City for any building constructed on Lot 5C.

(b) Notwithstanding anything provided in this Agreement to the contrary, in no event shall Daniel/Rime or the Association have any obligation to construct, install, maintain, operate, repair or replace any of the Access Drive 3 Improvements.

4. Establishment and Declaration of Reciprocal Easements.

(a) Daniel/Rime does hereby establish and declare, for the benefit of and use by all of the Lots, a permanent, perpetual and non-exclusive easement on, across, through, under and upon those portions of Easement Area 1 upon which Access Drive 1 has been constructed for the purpose of providing vehicular and pedestrian travel and transportation to and from Health Way, a public roadway, and each of the Lots. The easement rights established herein shall extend to and include the use of Access Drive 1 by each Owner, all Authorized Users of each Owner and the successors and assigns of each Owner.

(b) Daniel/Rime does hereby establish and declare, for the benefit of and use by all of the Lots, a permanent, perpetual and non-exclusive easement on, across, through, under and upon those portions of Easement Area 2 upon which Access Drive 2 has been constructed for the purpose of providing vehicular and pedestrian travel and transportation to and from Health Way, a public roadway, and each of the Lots. The easement rights established herein

shall extend to and include the use of Access Drive 2 by each Owner, all Authorized Users of each Owner and the successors and assigns of each Owner.

(c) Following completion of the Access Drive 3 Improvements, the then Owner of Lot 5C, by acceptance of a deed to Lot 5C, does, for itself and its successors and assigns, hereby grant to all Owners a permanent, perpetual and non-exclusive easement on, across, through, under and upon Access Drive 3 for the purposes of providing vehicular and pedestrian travel and transportation to and from Healthy Way, a public roadway, and each of the Lots. The easement rights established herein shall extend to and include the use of Access Drive 3 by each Owner, all Authorized Users of each Owner and the successors and assigns of each Owner.

(d) The easements granted pursuant to Paragraphs 4(a), 4(b) and 4(c) above are appurtenant to all of the Lots, are covenants running with title to all of the Lots and shall be binding upon and inure to the benefit of all Owners and their respective successors and assigns.

5. **Grants of Easements to Association.** Daniel/Rime, for itself, and each Owner, does hereby establish and grant to the Association, its agents, employees, representatives and contractors, a permanent, perpetual and non-exclusive easement to enter upon Easement Area 1 and Easement Area 2 for the purposes of performing the Maintenance Obligations. The easements granted to the Association pursuant to this Paragraph 5 are appurtenant to all of the Lots, are covenants running with title to all of the Lots and shall be binding upon and inure to the benefit of all of the Owners and the Association and their respective successors and assigns.

6. **Use of Easement Areas.**

(a) Subject to the provisions of Paragraph 2(c) above and Paragraph 6(c) below, the Owner of each Lot upon which Easement Area 1 and Easement Area 2 are situated shall have the right to utilize all areas of Easement Area 1 and Easement Area 2 respectively, situated on such Owner's Lot which do not contain any of Initial Improvements for the construction and installation of landscaping, sidewalks, turn-outs (curb cuts) to provide access to parking areas within the Lot of such Owner, lighting, parking, parking and landscaping islands and such other improvements as may be approved from time to time by the architectural review committee established under the Declaration. Any such improvements constructed by any Owner within such areas of Easement Area 1 or Easement Area 2 shall be maintained at the sole and cost and expense of the Owner of the applicable Lot upon which such improvements have been constructed.

(b) Subject to the provisions of Paragraph 2(c) above and Paragraph 6(c) below, the Owner of Lot 5C shall have the right to utilize any and all areas of Easement Area 3 which do not contain any Access Drive 3 Improvements for the construction and installation of landscaping, sidewalks, parking, parking and landscaping islands and other improvements as may be approved from time to time by the architectural committee established under the Declaration. Any such improvements constructed by the Owner of Lot 5C within such areas of Easement Area 3 shall be maintained at the sole cost and expense of the Owner of Lot 5C.

(c) All Owners, for themselves, their Authorized Users and their respective successors and assigns, covenant and agree not to construct or install any barriers, barricades, fencing or other obstructions or improvements on or within any of the Access Drives.

7. **Maintenance Obligations.**

(a) Each Owner shall be solely responsible for, at such Owner's sole cost and expense, the timely and complete performance of the construction, installation, maintenance, operation, repair and replacement obligations set forth in Paragraph 2(c) above.

(b) Following Substantial Completion of the Initial Improvements by Daniel/Rime, any Owner may make a written request to the Association to perform any of the Maintenance Obligations. Following receipt of any such written request from any Owner, the Association shall prepare a budget ("Budget") for the Special Maintenance Expenses to be incurred with respect to the performance of such requested Maintenance Obligations. Except in emergency situations, the Association shall not be obligated or required to prepare a Budget more often than one time every calendar year. Following the preparation of a Budget, the Budget shall be submitted to the Owners for review and approval. To the extent the Budget is approved by at least two (2) of the Owners of the Lots, then (i) the Budget shall be deemed to be acceptable to and approved by all of the Owners and (ii) all of the Owners shall be obligated to pay their respective Prorata Share of the Special Maintenance Expenses set forth in such approved Budget. To the extent such Budget is not approved, then the Association shall have no obligation to perform any of the requested Maintenance Obligations.

(c) Subject to the terms and provisions of this Paragraph 7, the Association shall perform the Maintenance Obligations. Notwithstanding anything provided in this Agreement to the contrary, (i) the obligations of the Association to undertake and perform the Maintenance Obligations shall be subject to and conditioned upon the Association having received from each Owner such Owner's Prorata Share of the Special Maintenance Expenses to undertake and perform the applicable Maintenance Obligations set forth in the applicable Budget approved by the Owner as provided in Paragraph 7(b) above and (ii) the Association shall have no obligation of any nature to perform, pay for or provide any of the Maintenance Obligations for which any Owner is responsible as provided in Paragraph 7(e) below.

(d) The Owner of Lot 5C shall, at such Owner's sole cost and expense, operate, maintain, repair and replace the Access Drive 3 Improvements in good condition and repair at all times and in accordance with all applicable Governmental Requirements.

(e) To the extent (i) any of the Initial Improvements or Access Drive 3 Improvements are damaged or destroyed by the willful or negligent acts or omissions of any Owner or the Authorized Users of such Owner's Lot or (ii) any Maintenance Obligations of the Association are necessitated or caused by the willful or negligent acts or omissions of such Owner or the Authorized Users of such Owner's Lot, then the Owner of such Lot shall, at such Owner's sole cost and expense, be solely responsible for all such repairs, maintenance and replacement, if any, necessary or required as a result of any of the foregoing (collectively, the "Owner Obligations"). Any repairs, maintenance or replacements undertaken by any Owner as

part of the Owner Obligations shall be undertaken in a prompt and diligent manner and must be completed within a reasonable period of time (as reasonably determined by the Association, in its sole discretion). In no event shall the Association have any liability, responsibility or duty to pay, perform or cause to be performed any of the Owner Obligations; provided, however, that if the Owner Obligations which any Owner is required to perform are not timely commenced or timely completed (as determined by the Association, in its sole discretion), then the Association shall have the right (but not the obligation), at its option, to undertake the Owner Obligations of such Owner and all costs and expenses incurred by the Association in connection therewith shall also constitute an Individual Assessment to the Owner of such Lot who has failed to timely satisfy the Owner Obligations.

8. **Payment of Special Maintenance Expenses by Owners.**

(a) To the extent any Budget for the Special Maintenance Expenses relating to any requested Maintenance Obligations is approved by at least two (2) of the then Owners of the Lots, then each of the Owners shall be required to pay such Owner's Prorata Share of the total Special Maintenance Expenses set forth in such approved Budget within 30 days following approval of the Budget by the Owners (as provided in Paragraph 7(b) above), which obligation shall be a binding obligation on all Owners even if any Owner may not have approved the then applicable Budget. The payment of the each Owner's prorata share of the Special Maintenance Expenses shall constitute an Individual Assessment and shall be enforceable by the Association in accordance with the rights and remedies of the Association set forth in the Declaration.

(b) To the extent the actual costs incurred by the Association in performing the Maintenance Obligations set forth in any applicable Budget approved by the Owners are greater than the amounts set forth in the approved Budget, then each Owner shall be responsible for paying such Owner's Prorata Share of such excess Special Maintenance Expenses, which amount shall be due and payable on demand, which obligation shall constitute an Individual Assessment and shall be enforceable by the Association in accordance with the rights and remedies of the Association set forth in the Declaration. To the extent the actual costs incurred by the Association in performing the Maintenance Obligations exceed the Prorata Share of Special Maintenance Expenses paid to the Association for such Maintenance Obligations, then the excess shall, in the sole discretion of the Association, either (i) be retained by the Association in a separate account for future Maintenance Obligations or (ii) refunded, without interest, to the then Owners of the Lots.

9. **Mandatory Individual Assessments.** Following Substantial Completion of the Initial Improvements, each Owner shall pay to the Association such Owner's Prorata Share of the Mandatory Individual Assessments, which amounts may be levied by the Association in advance in monthly, annual or such other increments as determined from time to time by the Association; provided, however, that such Mandatory Individual Assessments shall not be levied for more than 12 months in advance in any calendar year. The obligation of each Owner to pay its Prorata Share of the Mandatory Individual Assessments shall be a binding obligation on all Owners, shall not be subject to any vote, consent or approval of any of the Owners, shall constitute an Individual Assessment and shall be enforceable by the Association in accordance with the right and remedies of the Association set forth in the Declaration.

10. **Waiver and Release.** Each Owner, for such Owner, such Owner's Authorized Users and their respective successors and assigns, hereby irrevocably and unconditionally waives and releases any and all claims against the Association for damages to person or property occurring in, on, or about any of the Easement Area 1, Easement Area 2 and Easement Area 3 caused by or resulting from the performance by the Association of the Maintenance Obligations, except to the extent caused by the gross negligence or willful and deliberate acts of the Association. Each Owner, by acceptance of a deed to any Lot, does further irrevocably and unconditionally waive, release and forever discharge the Association from any and all obligations, responsibilities, liabilities, losses, damages, claims, demands and expenses of any nature suffered, paid or incurred by any Owner as a result of or in connection with the Association failing to provide any of the Maintenance Obligations to the extent the Budget for such Special Maintenance Expenses is not approved by the Owners as provided in Paragraph 7(b) above.

11. **Insurance and Indemnity.**

(a) The Owner of each Lot shall obtain and maintain at all times commercial general liability insurance coverage issued by one or more reputable insurance companies in a minimum amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, on an occurrence policy form basis, which shall name all of the other Owners and the Association as additional insureds thereunder. Each Owner covenants and agrees to provide to all of the other Owners and the Association copies of such insurance policies or certificates thereof upon prior written request for the same.

(b) Each Owner, by acceptance of a deed to any of the Lots, shall and does hereby irrevocably and unconditionally waive and release the Association from and against any and all damages to person or property occurring in, on, or upon Easement Area 1, Easement Area 2 and Easement Area 3. Furthermore, each Owner, by acceptance of a deed to any of the Lots, does hereby indemnify, agree to defend and hold the Association and all of the other Owners of the Lots harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses suffered, paid or incurred by the Association or any of the other Owners as a result of any injury or damage to person or property occurring in or upon any portion of Easement Area 1, Easement Area 2 and Easement Area 3 situated on such Owner's Lot.

12. **Casualty and Condemnation.** In the event any portions of the Access Drives, the Utilities or Access Drive 3 Utilities are damaged or destroyed by a Casualty or is subject to any Condemnation, then the Owner of the Lot affected by such Casualty or Condemnation shall (a) be entitled to receive and retain all of the insurance proceeds for condemnation award attributable to such Owner's Lot, (b) with respect to a Casualty only, such Owner shall be obligated, at such Owner's sole cost and expense, to promptly repair and restore any portion of the Access Drives, the Utilities or Access Drive 3 Utilities situated on such Owner's Lot to substantially the condition as existed immediately prior to such Casualty and (c) with respect to a Condemnation only, such Owner shall be obligated, at such Owner's sole cost and expense, to promptly repair and restore, to the extent reasonably practicable, the remaining portions of any

Access Drives, the Utilities or Access Drive 3 Utilities situated on such Owner's Lot to substantially the same condition as existed immediately prior to such Condemnation.

13. **Miscellaneous.**

(a) All of the easements and rights granted pursuant to the terms and provisions of this Agreement shall be and are appurtenant to and constitute covenants running with title to the Lots and shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns.

(b) This Agreement embodies the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement.

(c) This Agreement may not be modified, amended or terminated except by a written instrument executed by all of the then Owners of the Lots and the Association.

(d) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof.

(e) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(f) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(h) Time is of the essence in the performance of all obligations of each party to this Agreement.

(i) The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provisions of this Agreement in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by all parties to this Agreement and their respective successors and assigns.

(j) No delay or omission in the exercise of any right accruing upon any default by any party hereto shall impair the rights of any other party hereto or be construed to be

a waiver thereof by either party, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of the Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

(k) In the event any Owner sells, transfers or conveys its Lot to any other person, then the obligations of such Owner, as grantor or transferor, thereafter arising or accruing under this Agreement shall automatically cease and terminate as of date of such conveyance and the new owner, as grantee or transferee, shall be bound by all of the terms and provisions of this Agreement as to all obligations arising or accruing, and all actions required or occurring, after the effective date of such transfer or conveyance.

(l) Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, joint venture or any association between the parties hereto. Except for any successors and assigns of the parties hereto, this Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

(m) Any and all notices required or permitted to be given pursuant to the terms and provisions of this Agreement shall be given as provided in the Declaration.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DANIEL/RIME PATCHWORK FARMS, LLC,
a Delaware limited liability company

By: Rime, Inc., an Alabama corporation, Its
Manager

By: *Lawrence S. Nickles*
Printed Name: Lawrence S. Nickles
Title: Sect. / Treas.

**PATCHWORK FARM COMMERCIAL
ASSOCIATION, INC.,** an Alabama non-profit
corporation

By: _____
Printed Name: _____
Title: _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that LAWRENCE S. NICKES, whose name as SECRETREAS. of RIME, INC., an Alabama corporation, whose name as Manager of DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 26th day of August, 2015.

Sue R. Sweatt
Notary Public
My commission expires: 1/15/2016

[NOTARIAL SEAL]

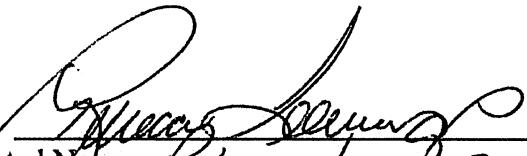
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DANIEL/RIME PATCHWORK FARMS, LLC,
a Delaware limited liability company

By: Rime, Inc., an Alabama corporation, Its
Manager

By: _____
Printed Name: _____
Title: _____

**PATCHWORK FARM COMMERCIAL
ASSOCIATION, INC.,** an Alabama non-profit
corporation

By: 
Printed Name: Rebecca Leung
Title: President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of RIME, INC., an Alabama corporation, whose name as Manager of DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this ____ day of August, 2015.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

EXHIBIT A

Legal Description of Easement Area 1

Easement Area 1 shall consist of a strip of land 40 feet in width, the center line of which is the common boundary between Lot 5A and Lot 5C, running along the common boundary of Lot 5A and Lot 5C.

EXHIBIT B

Legal Description of Easement Area 2

Easement Area 2 shall consist of a strip of land 40 feet in width, the center line of which is the common boundary among Lot 5A, Lot 5B and Lot 5C, running along the common boundary of Lot 5A, Lot 5B and Lot 5C.

ORDINANCE NUMBER 2900

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-4 TO VESTAVIA HILLS R-5

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-4 (multi-family residential) to Vestavia Hills R-5 (multi-family residential):

2926 Columbiana Road (2927 Columbiana Court)
Elevation Apartments (formerly Windcliff Apartments)
ECG Vestavia, LLC; Summit Vestavia I, LLC; Summit Vestavia II, LLC as tenants in
common, Owners

Real property in the City of Vestavia Hills, County of Jefferson, State of Alabama, described as follows:

A part of the Northeast quarter of the Northwest quarter of Section I, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, lying North of the property conveyed to Wessel B. and Frances L. Fleming by deed recorded in Volume 4659, Page 46 6 and lying West and Northwest of Oxmoor Camp Branch Road, (also known as Old Columbiana Road), said property also lying West of the property conveyed to Jonas Schwab and wife, to W. F. and Mary Ethel Pilcher by deed recorded in Volume 1421, Page 530 and West of the property conveyed by J.M. Oglesby and wife, to W.W.M. and Lillian F. Riddle by deed recorded in Volume 3727, Page 218 , LESS AND EXCEPT that part conveyed to Jefferson County, Alabama as recorded in Volume 6605 , Page 287, the above described parcel of land being more particularly described as follows: Begin at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 1, Township 19 South, Range 3 West; thence in an Easterly direction along the North line of said quarter-quarter section a distance of 584 .02 feet to a point on the Westerly right of way line of the Green Springs Highway; thence 77° 21' right in a Southeasterly direction along said right of way line a distance of 648 .81 feet; thence 48 ° 25' right in a Southwesterly direction a distance of 28 .29 feet; thence 54 ° 06' right in a Westerly direction a distance of 695.2 2 feet to a point in the Westerly line of said quarter-quarter section; thence 88 ° 53' right in a Northerly direction

along the Westerly line of said quarter-quarter section a distance of 657 .80 feet to the point of beginning.

APPROVED and ADOPTED this the 16th day of December, 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 # 2900 is a true and correct copy of such 16th day of December, 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: NOVEMBER 14, 2019

- **CASE:** P-1119-60
- **REQUESTED ACTION:** Rezoning JC R-4 to Vestavia Hills R-5
- **ADDRESS/LOCATION:** 2926 Columbiana Rd.
- **APPLICANT/OWNER:** ECG Vestavia, LLC; Et Al.
- **GENERAL DISCUSSION:** This is a rezoning of a property on Columbiana Rd. Property was annexed into the City on 8/8/84 but never compatibly rezoned, as is not customary. This request will compatibly rezone the property in accordance with zoning code.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for Village Center.
- **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. Weaver made a motion to recommend Rezoning from JC R-4 to Vestavia Hills R-5 for the property located At 2926 Columbiana Rd.. Second was by Ms. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Vercher – yes

Mr. Farrell – yes
Ms. Cobb – yes
Mr. Weaver – yes
Motion carried.

Mr. Sykes– yes
Mr. Larson – yes
Mrs. Barnes – yes

ORDINANCE NUMBER 701

ANNEXING CERTAIN TERRITORY TO THE CORPORATE LIMITS
OF THE CITY OF VESTAVIA HILLS AL

WHEREAS, on the 16th day of April, 1984, a petition was presented to the City Council of the City of Vestavia Hills AL, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32, of the Special Session of 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:

Windcliff Apartments
2946 Columbiana Court
Birmingham AL 35216

Legal Description:

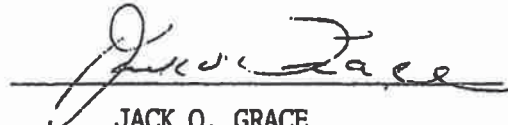
A part of the NE 1/4 of the NW 1/4 of Section 1, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, lying North of the property conveyed to Wessel B. and Frances L. Fleming by Deed recorded in Volume 4659, Page 466, and lying West and Northwest of Oxmoor Camp Branch Road (also known as Old Columbiana Road), said property also lying West of the property conveyed to Jonas Schwab and wife, to W.F. and Mary Ethel Pilcher by Deed recorded in Volume 1421, Page 530, and West of the property conveyed by J. M. Oglesby and wife, to W.M. and Lillian F. Riddle by Deed recorded in Volume 3727, page 218, less and except that part conveyed to Jefferson County, Alabama as recorded in Volume 6605, Page 287, the above described parcel of land being more particularly described as follows: Begin at the NW corner of the NE 1/4 of the NW 1/4 Section 1, Township 19 South, Range 3 West; thence in an easterly direction along the North line of said 1/4 - 1/4 section, a distance of 584.02 feet to a point on the Westerly R/W Line of the Green Springs Highway; thence 77 degrees 21 minutes right, in a Southeasterly direction along said R/W line, a distance of 648.81; thence 48 degrees 25 minutes right in a southwesterly direction. A distance of 28.29 feet; thence 54 degrees 06 minutes right, in a westerly direction, a distance of 695.22 feet to a point in the westerly line of said 1/4-1/4 section; thence 88 degrees 53 minutes right, in a northerly direction along the Westerly line of said 1/4-1/4 section, a distance of 657.80 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.

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

Ord. #701
page 3

ADOPTED and APPROVED this the 6th day of August. 1984.


JACK O. GRACE
MAYOR

ATTEST:

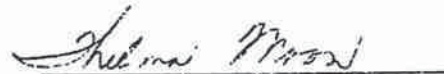
Thelma Moon, City Clerk

C E R T I F I C A T I O N

I, Thelma R. Moon, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 Ordinance #701, 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 8th day of August 1984, as same appears in the official records of said City.


Thelma Moon

Posted at Vestavia Hills City Hall, Vestavia Post Office and
Sears Vestavia Mall, this 7th Day of Aug 1984.





Zoning1	
PARCELID	39000012000004000
DISTRICT	020
ESN_NUM	62
PROPRADD	2926 COLUMBIANA RD
TAX_TOWNSH	39
SECTION	01
CSECTION	2
BLOCK	000
PARCEL	0040000
VH_ZONING	R-2
ZNG_ORD	28F
ZNG_ORD_DT	10/22/1956
ZNG_ORD2	

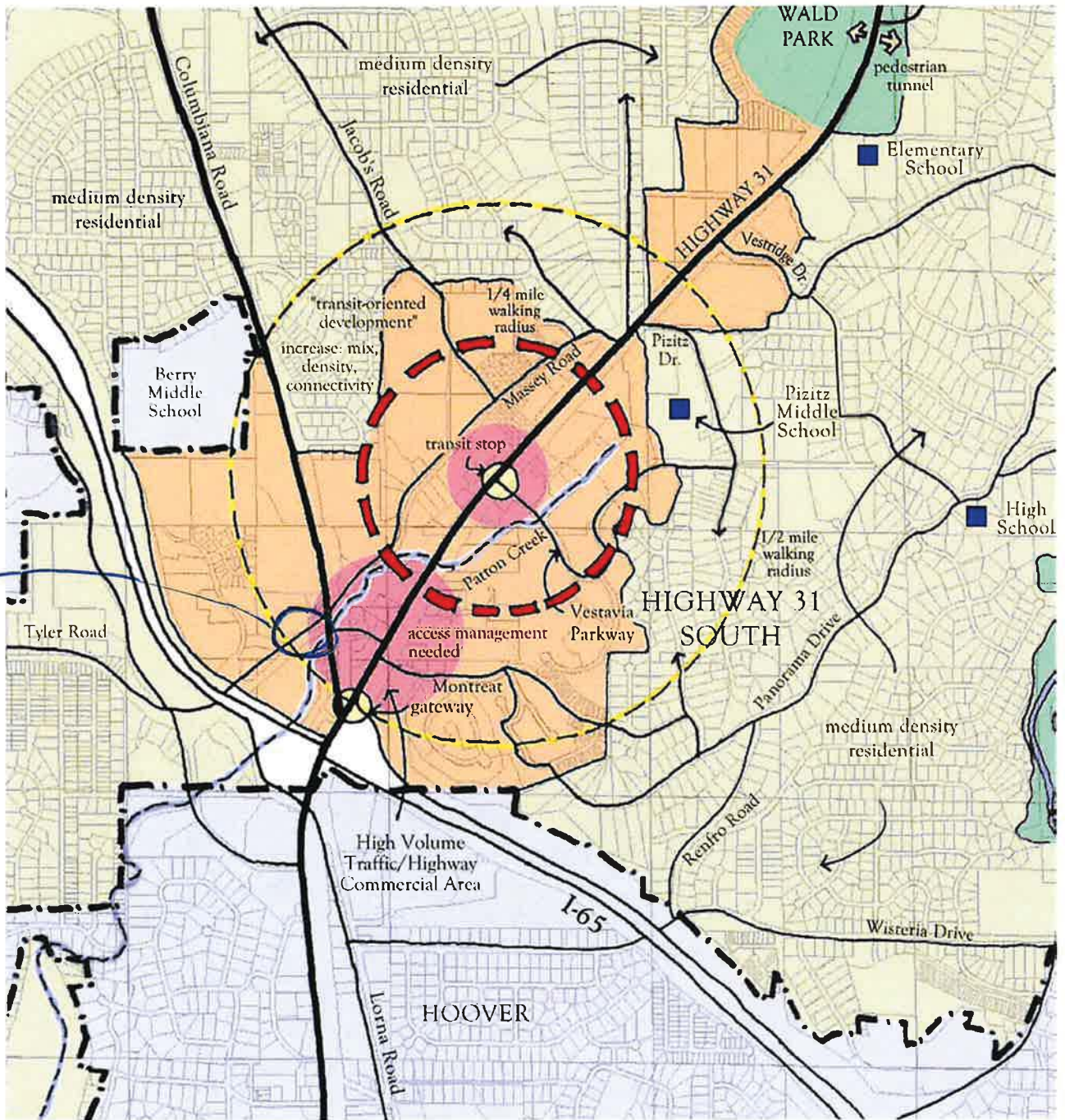


Figure 18: Highway 31 South Land Use Analysis

- | | |
|--|---|
| <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 2901

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-1.2 TO VESTAVIA HILLS B-1.2 WITH A REVISED SITE PLAN

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-1.2 to Vestavia Hills B-1.2 with a revised site plan:

3127 Blue Lake Drive
Lot 10-A, Resurvey Lots 8, 9 & 10 Topfield and Lot 11 Topfield Subdivision
SWBP Investments LLC, Owners

BE IT FURTHER RESOLVED that said development is permitted as a conditional use, an additional 2,500 square feet for a 12,500 square foot building pursuant to the Vestavia Hills Zoning Code.

APPROVED and ADOPTED this the 16th day of December, 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 # 2901 is a true and correct copy of such 16th day of December, 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: **FEBRUARY 14, 2019**

- **CASE: P-1119-61**
- **REQUESTED ACTION:** Site Plan Amendment And Conditional Use Approval
2,500 Square Feet Of Gross Floor Area
- **ADDRESS/LOCATION:** 3127 Blue Lake Dr.
- **APPLICANT/OWNER:** SWBP Investments, LLC
- **REPRESENTING AGENT:** Shannon Waltchack
- **GENERAL DISCUSSION:** Applicant is seeking a site plan amendment for a medical office for the property at 3127 Blue Lake Dr. This property and the adjoining property were originally rezoned from R-1 to B-1.2 in October 2015 (Ordinance Number 2605) and conditioned on the site plan as presented at that time. The property is currently in purchase/sale, requiring a site plan change. This revised site plan will include one proposed building with the required parking and landscaping. The proposed building would be 12,500 square feet. Section 6.3.1.1 of the Zoning Ordinance states that any building over 10,000 square feet requires Conditional Use approval (see attached).
- **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: Building to be designed in a residential style and compatible with other new construction in the Blue Lake area
 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. Weaver made a motion to recommend the Site Plan Amendment and Conditional Use for an Additional 2,500 square feet for the property located At 3127 Blue Lake Dr. Second was by Ms. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Farrell – yes

Ms. Cobb – yes

Mr. Weaver – yes

Motion carried.

Mr. Vercher – yes

Mr. Sykes – yes

Mr. Larson – yes

Mrs. Barnes – yes

CITY OF VESTAVIA HILLS

2019 OCT -9 A 10:59

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

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

II. APPLICANT INFORMATION: (owner of property)

NAME: SWBP Investments, LLC

ADDRESS: 1616 2nd Avenue South, Suite 100

Birmingham, AL 35233

MAILING ADDRESS (if different from above)

PHONE NUMBER: Home (205) 977-9908 Office (205) 977-9908

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT:

Shannon Waltchack, LLC / Len Shannon

III. ACTION REQUESTED

Request that the above described property be zoned/rezoned

From: B1.2

To: B1.2 - Amended for site plan revision. with Conditional use for

For the intended purpose of: Medical Office

Add 2,500 SF for A total of 12,500 SF Building

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

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

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

Lot 10-A / Topfield Subdivision (MB. 56 PG 40) and

Lot 11 / Topfield Subdivision (MB. 42 PG. 72)

Property size: 281 (front) feet X 179.46 feet. Acres: +/- 1.16 acres

V. INFORMATION ATTACHED:



Attached Checklist complete with all required information.

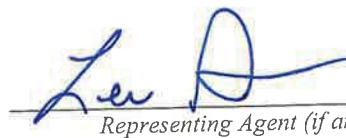


Application fees submitted.

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



Owner Signature/Date 10/8/19

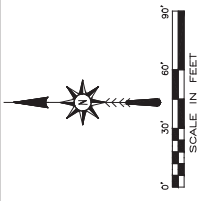


Representing Agent (if any)/date 10/8/19

Given under my hand and seal
this 8th day of October, 2019.



Notary Public
My commission expires 10th
day of August, 2022.

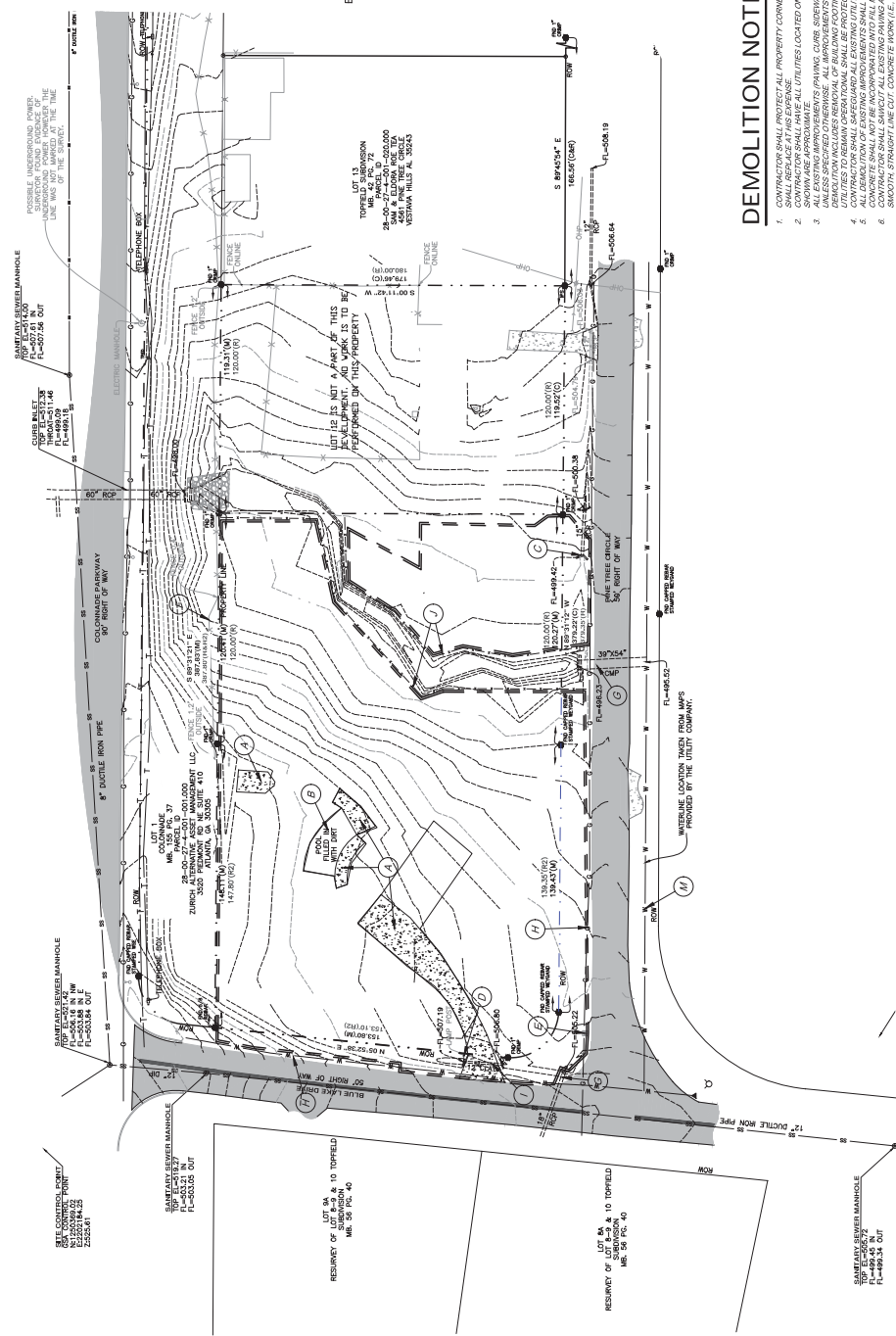


DEMOLITION LEGEND

- A REMOVE EXISTING CONCRETE DRIVEWAY, PATIO, ETC. - REPAIRS.
- B EXCAVATE AND REMOVE EXISTING POOL AND ALL APPURTENANCES.
- C REMOVE EXISTING HEADWALLS
- D REMOVE LAMP AND POST
- E REMOVE EXISTING MAIL BOX.
- F EXISTING FENCE TO REMAIN. PROTECT FROM DAMAGE.
- G EXISTING STORM PIPE TO REMAIN. PROTECT FROM DAMAGE.
- H EXISTING UTILITIES TO REMAIN. PROTECT FROM DAMAGE.
- I REMOVE EXISTING STORM PIPE
- J TEMPORARY ORANGE CONSTRUCTION FENCING REQUIRED.

LIMITS OF DEMOLITION: *****

EXISTING IMPERVIOUS AREA TO BE REMOVED = 2,865 SF

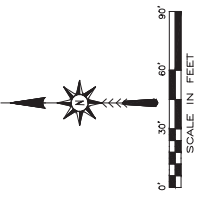


DEMOLITION NOTES

1. CONTRACTOR SHALL PROTECT ALL PROPERTY CORNERS AND BENCHMARKS. IF DESTROYED DURING CONSTRUCTION, CONTRACTOR SHALL REPLACE AT HIS EXPENSE.
2. ALL UTILITIES LOCATED ON AND ADJACENT TO THE SITE PRIOR TO BEGINNING WORK. ALL UTILITIES SHOWN ARE APPROXIMATE.
3. ALL IMPROVEMENTS OUTSIDE DEMOLITION LIMITS SHALL REMAIN UNLESS SPECIFIED OTHERWISE. UNLESS SPECIFIED OTHERWISE, ALL IMPROVEMENTS OUTSIDE DEMOLITION LIMITS THAT ARE NOT IN SERVICE EXISTING DEMOLITION INCLUDES REMOVAL OF BUILDING FOOTINGS AND UNDERGROUND UTILITIES THAT ARE NOT IN SERVICE EXISTING DEMOLITION SHALL SAFEGUARD ALL EXISTING UTILITIES WITHIN ADJACENT FRONT-YARD AND DEMOLITION LIMITS.
4. CONTRACTOR SHALL SAFEGUARD ALL EXISTING UTILITIES WITHIN ADJACENT FRONT-YARD AND DEMOLITION LIMITS.
5. CONCRETE SHALL NOT BE ACCUMULATED INTO PILES OR BARRIERS.
6. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. CLOSEST CONSTRUCTION JOINT OR A PROPERTY LINE, WHICHEVER IS CLOSER.
8. ALL EXISTING UNDERGROUND IMPROVEMENTS (STORM SANITARY, ETC.) MAY NOT BE SHOWN. CONTRACTOR SHALL REPORT TO THE CITY ENGINEER ANY UNEXPECTED UTILITIES FOUND DURING DEMOLITION.
9. ALL WORK SHALL BE PERFORMED OUTSIDE THE DEMOLITION LIMITS.
10. THE CONTRACTOR SHALL LOCATE ALL EXISTING SEPTIC TANKS ON SITE, AND REMOVE IN ACCORDANCE WITH JEFFERSON COUNTY HEALTH DEPARTMENT REQUIREMENTS.

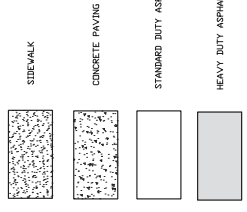
Know what's below
 Call before you dig.
 800.282.7411





SITE LEGEND

- A CONCRETE SIDEWALK REQ'D. SEE DETAIL.
- B 4" WIDE SINGLE WHITE SOLID STRIP ROOT. (TYP.)
- C ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL.
- D 8" CONCRETE CURB AND GUTTER REQ'D. - SEE DETAIL. - TYPICAL.
- E ADA DETECTABLE WARNING STRIP - TRIANGULAR DOME.
- F 8" RETAINING WALL WITH HANDRAIL REQUIRED.
- G TRANSFER STAIRS AND RAMP. CONTRACTOR SHALL COORDINATE WITH THE AL POWER COMPANY FOR THE EXACT LOCATION, TYPE AND SIZE.
- H STANDARD DUTY ASPHALT PAVEMENT (TYP.) SEE DETAIL.
- I HEAVY DUTY ASPHALT PAVEMENT (TYP.) SEE DETAIL.
- J PROPOSED LOCATION FOR PRIMARY IDENTIFICATION SIGN.
- K RUBIC GUMBRAL REQUIRED. PER A.L.D.T. SPEC DRAW # GR-030'S
- L 8" WIDE SIDEWALK REQUIRED. SEE DETAIL.
- M TAPER BACK OF CURB FROM 6" TO 0" IN 6'
- N 8" WIDE SIDEWALK WITH STOP BAR AND DOUBLE YELLOW PAINT STRIP REQUIRED. SEE DETAIL.
- O FIREHOUSE PAINTS REQUIRED.
- P DUMPER PAD REQUIRED. SEE PAD DETAIL.
- Q ARCHITECTURAL PLANS FOR ENCLOSURE DETAILS.
- R FOOT BRIDGE REQUIRED.



SITE LAYOUT NOTES

1. ALL DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING TO FACE OF CURB, OR EDGE OF SURFACING.
2. DIMENSIONS FOR UTILITY TIE-INS, BRILLIARD LOCATIONS AND DIRECTIONAL ARROWS AND PARKING SPACES STRIPPING SHALL BE WHILE IN EXISTING CONSTRUCTION PHASES.
3. ALL EDGE OF PAVEMENT SHALL BE 3' UNLESS OTHERWISE NOTED.
4. REQUIREMENTS SHALL COMPLY TO ALA. CITY AND STATE REQUIREMENTS.

SITE DATA TABLE

EXISTING USE: RESIDENTIAL (CURRENTLY VACANT PROPERTY)

PROPOSED USE: MEDICAL OFFICE

ZONING: BIZ

BUILDING SETBACK REQUIREMENTS: FRONT 30 FEET, SIDE 5 FEET, REAR 5 FEET

REAR YARD: 30 FEET

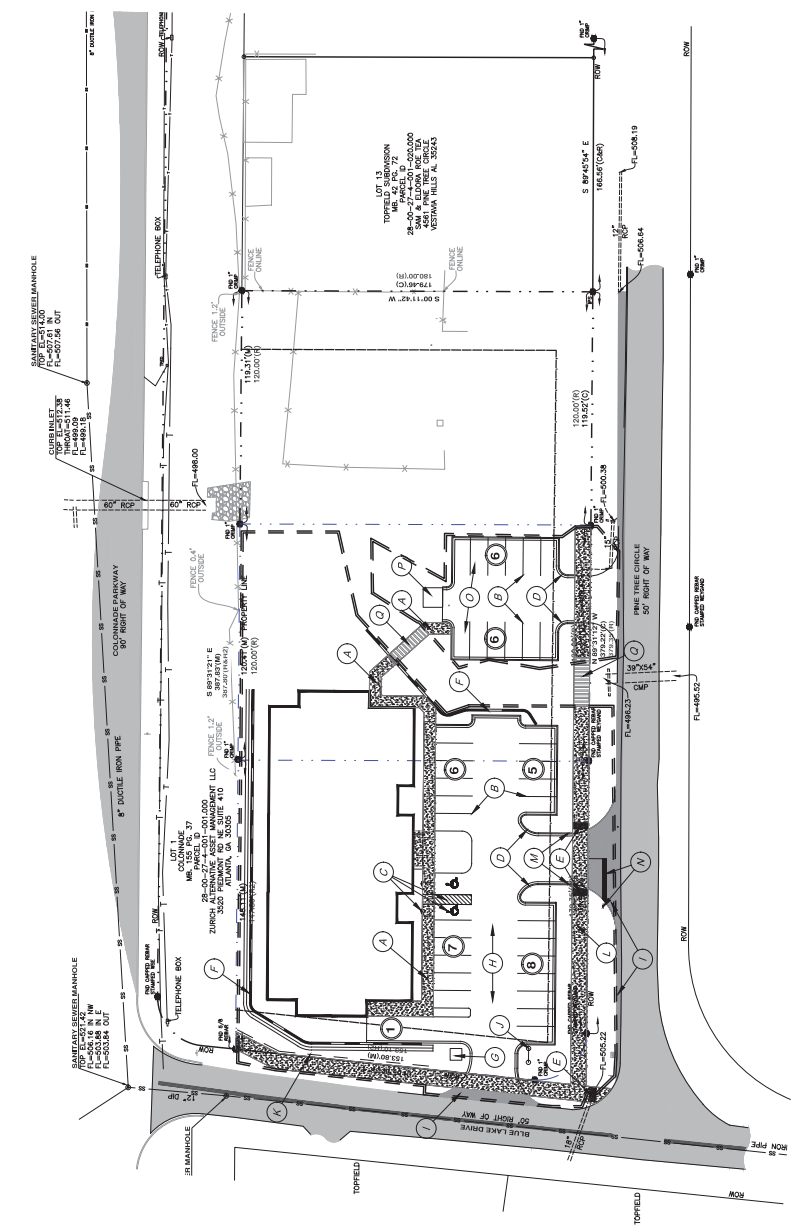
SIDE YARD: NONE

MAXIMUM OFFICE SPACES PER DOCTOR PLUS 1.0

SPACES PER PHYSICIAN OR 2 DOCTORS AND 14

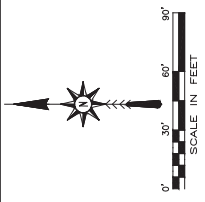
3,000 - 4,000 SQ. FT. STALLS

HANDICAPPED STALLS INCLUDING 2



Know what's below
Call before you dig.
Dial 811
Or Call 800.282.4111



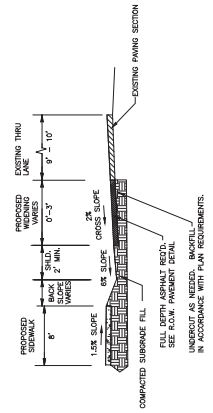
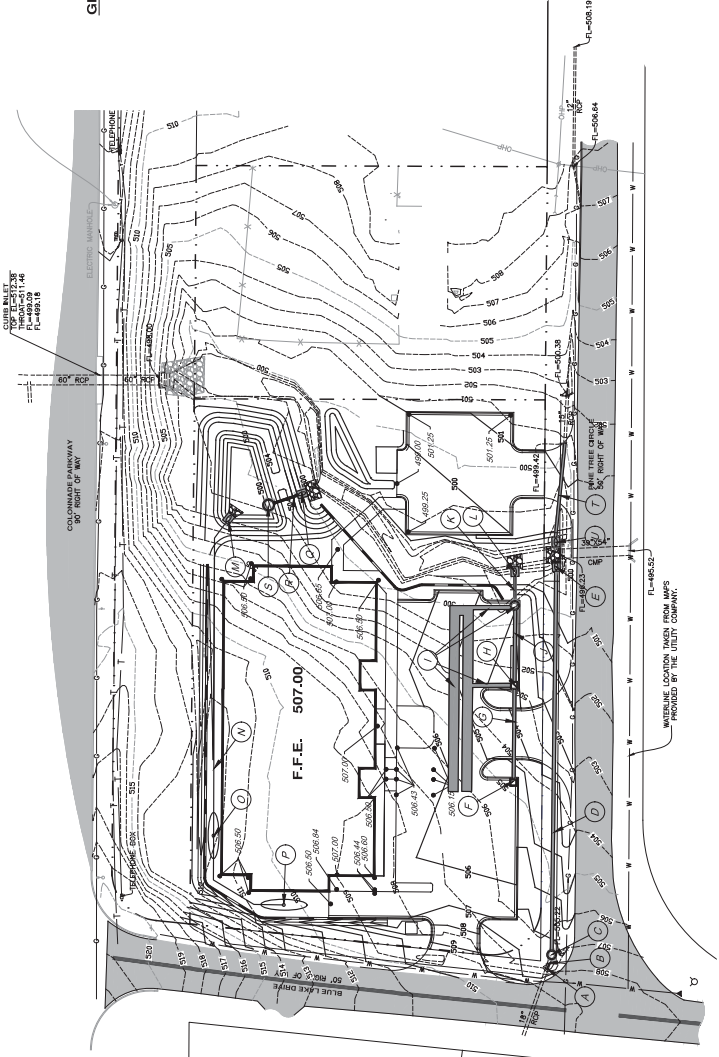


GRADING AND DRAINAGE LEGEND

- (A) CONCRETE COLLAR REQUIRED PER ALDOT. SPEC DWG# CC-630
- (B) 8 LF - 18" RCP PIPE.
- (C) STORM SEWER MANHOLE REQUIRED.
- (D) 200 LF - 18" RCP PIPE.
- (E) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 497.25
- (F) HIDDEN GRATE INLET REQUIRED. SEE DETAIL
INVERT EL. = 500.75
- (G) 30 LF - 18" R.C.P.
- (H) HIDDEN GRATE INLET / OUTLET CONTROL STRUCTURE - SEE
DETAIL
INVERT EL. = 502.00
- (I) UNDERGROUND STORM WATER RETENTIONS SYSTEM
REQUIRED. SEE UNDERGROUND STORM WATER PLAN FOR
DETAILS.
- (J) 40 LF - 18" R.C.P.
- (K) 16 LF - 18" R.C.P.
- (L) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 498.75
- (M) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 500.00
- (N) 224 LF - 10" PVC ROOF DRAIN COLLECTOR PIPE
AREA DRAIN REQUIRED. SEE DETAIL
INVERT EL. = 502.00
- (O) AREA DRAIN REQUIRED. SEE DETAIL
INVERT EL. = 502.00
- (P) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 498.75
- (Q) 18 LF - 15" PVC A-200
- (R) DULET CONTROL STRUCTURE - SEE DETAIL
INVERT EL. = 499.00
- (T) 50 LF - 15" RCP.
- (U) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 498.75

WATER QUALITY CALCULATIONS

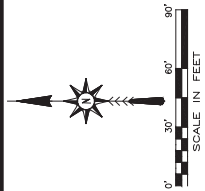
PAVEMENT	15,450 SF
PAVEMENT (STAFF LOT)	4,100 SF
TOTAL IMPERVIOUS	29,500 SF
VOLUME 11" / 12" = 0.91'	X .0021
VOLUME REQUIRED	2,721 CF



PINE TREE CIRCLE ROADWAY SECTION
N.T.S.

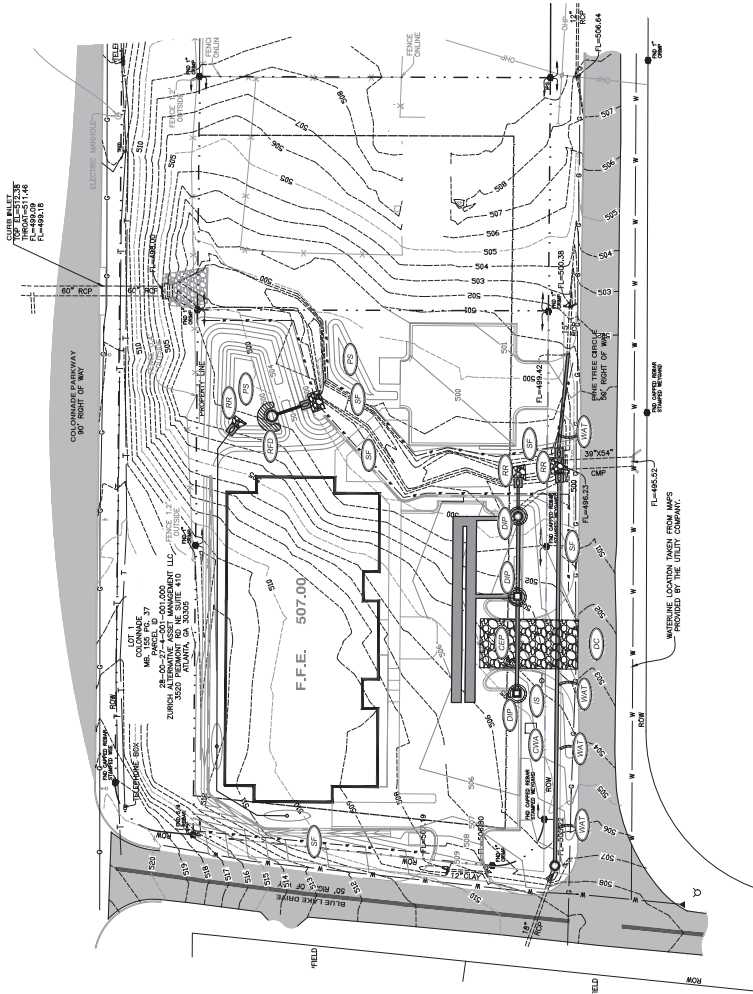
Know what's below
Call 811
Dial 811
O CH000-2627411





VEGETATIVE MEASURES	
CODE	PRACTICE
10	DESIGNED AREA WITH ALLOWING FOR SEEDING
15	DESIGNED AREA WITH SEEDING
20	DESIGNED AREA WITH SEEDING AND FERTILIZER
25	DESIGNED AREA WITH SEEDING AND FERTILIZER AND MULCH
30	DESIGNED AREA WITH SEEDING AND FERTILIZER AND MULCH AND HYDRO SEEDING
35	DESIGNED AREA WITH SEEDING AND FERTILIZER AND MULCH AND HYDRO SEEDING AND EROSION CONTROL BARRIERS

STRUCTURAL PRACTICES	
CODE	PRACTICE
40	SILT FENCE
45	CONSTRUCTION DIRT
50	WOODEN SIGN
55	RIP RAP
60	GRAVEL PROTECTION
65	ROCK FILTER CHECK DAM
70	12" MUDLINE
75	ROCK FILTER CHECK DAM



SOIL LEGEND

SOIL NAME	HYDROLOGIC SOIL GROUP
HOUSTON URBAN/LAND COMPLEX 2 TO 8	B

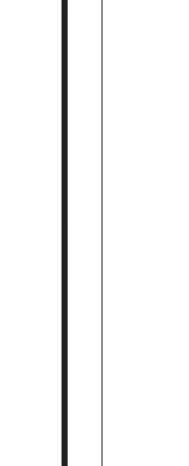
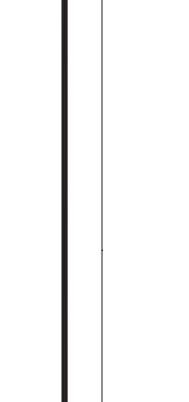
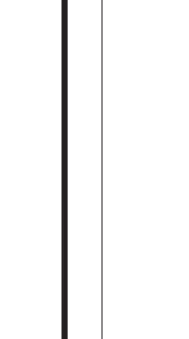
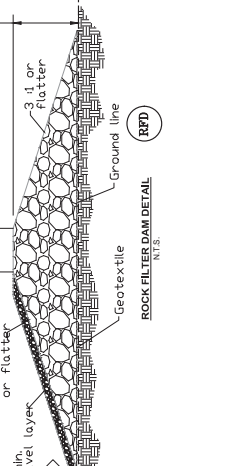
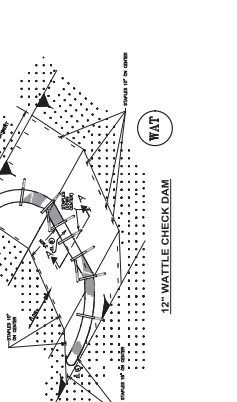
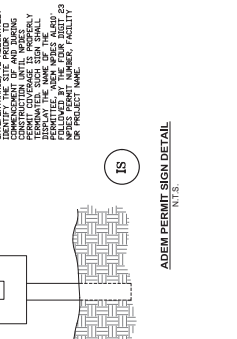
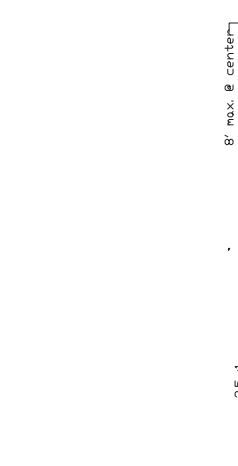
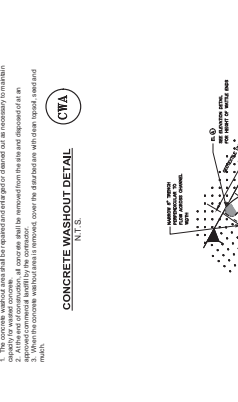
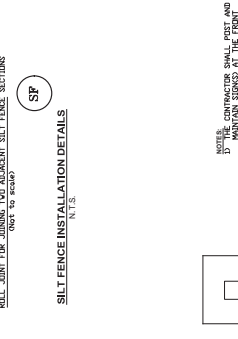
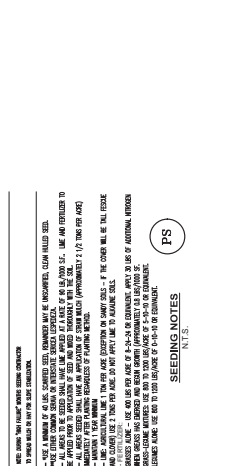
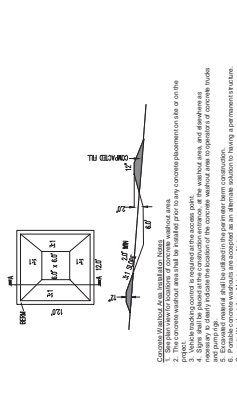
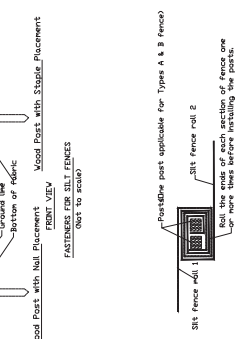
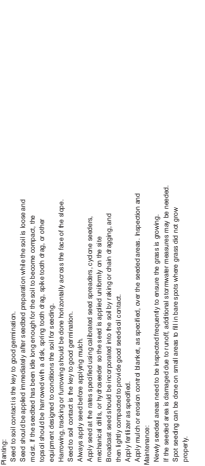
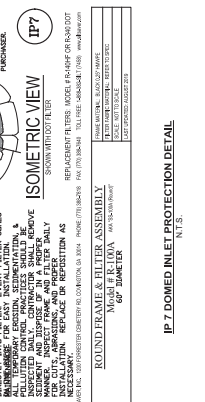
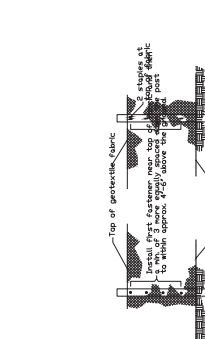
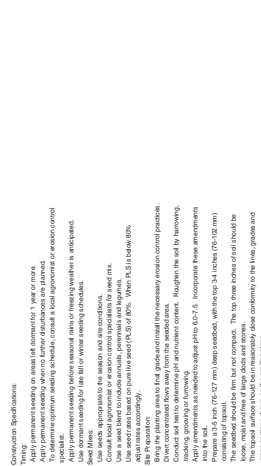
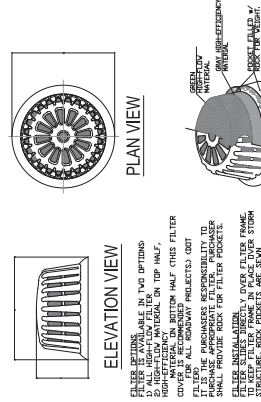
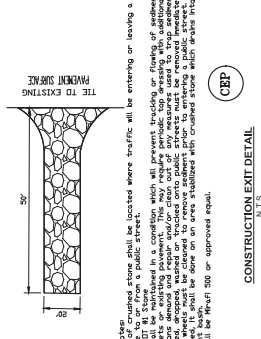
SOURCE: USDA NRCS MAPS

PHASE I/COMP SITE SEQUENCE NOTES:

1. PRIOR TO THE LAND DISTURBANCE ACTIVITY, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE LOCAL HEALTH DEPARTMENT FOR THE CONSTRUCTION OF THE SEWER SYSTEM.
2. THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THIS PLAN AND SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD. THE SEWER SYSTEM SHALL BE PROTECTED FROM DAMAGE AND THE MAINLINE SHALL BE PROTECTED FROM DAMAGE.
3. A COPY OF THE APPROVED AND SIGNED PERMITS AND ANY OTHER PERMITS SHALL BE POSTED ON THE PERMIT SIGN AS SHOWN ON PLANS AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. THE CONTRACTOR SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD.
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6. THE CONTRACTOR SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD.
7. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION DIRT FENCE SHALL BE INSTALLED AT THE POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC HIGHWAY.
8. CONSTRUCTION ACTIVITIES SHALL BE OBSERVED AND CONTROLLED TO PREVENT EROSION AND TO MAINTAIN THE STABILITY OF EXISTING AND ADJACENT STRUCTURES AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES.
9. THE CONTRACTOR SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD.
10. SEWERAGE SHALL NOT BE DISCHARGED INTO THE LAKE OR INTO ANY OTHER WATER BODY UNLESS THE LAKE OR OTHER WATER BODY IS DAMAGED WITH SLUDGES, RAINBOW, OR OTHER APPROPRIATE MEANS.
11. THE CONTRACTOR SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD.
12. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES, IF ANY EROSION CONTROL MEASURE IS DAMAGED OR DESTROYED, IT SHALL BE REPAIRED OR REPLACED AS APPROPRIATE PRIOR TO THE NEXT RAINFALL EVENT.
13. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES, IF ANY EROSION CONTROL MEASURE IS DAMAGED OR DESTROYED, IT SHALL BE REPAIRED OR REPLACED AS APPROPRIATE PRIOR TO THE NEXT RAINFALL EVENT.
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19. ONLY AFTER COMPLETION OF THE EROSION CONTROL MEASURES SHOWN ON THE PHASE I EROSION CONTROL PLAN SHALL THE CONTRACTOR PROCEED WITH CONSTRUCTION.
20. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
21. THE CONTRACTOR SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL MAINTAIN THE SEWER SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD.
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