Vestavia Hills City Council Agenda April 8, 2013 5:00 PM

- 1. Call to Order
- 2. Roll Call
- 3. Invocation Jim Sharp
- 4. Pledge of Allegiance
- 5. Announcements and Guest Recognition
- 6. City Manager's Report
- 7. Councilors' Reports
 - a. Board of Education Upcoming Vacancy John Henley
- 8. Approval Of Minutes March 21, 2013 (Work Session) and March 25, 2013 (Regular Meeting)

Old Business

- 9. Resolution Number 4422 A Resolution To Authorize The Mayor And City Manager To Execute An Agreement With CDG Engineers And Associates, Inc., For Engineering Services For ATRIP Project No. 37-03-33 Resurfacing Columbiana, Tyler And Overton Roads, Dated March 6, 2013 (postponed from March 25, 2013) (public hearing)
- 10. Resolution Number 4427 A Resolution Authorizing The Funding, The Purchasing And The Installation Of Additional RFID Gates And Supplies For The Vestavia Hills Library In The Forest *(public hearing)*
- 11. Resolution Number 4428 A Resolution Authorizing The City Manager To Purchase Equipment For The Police Department *(public hearing)*

New Business

- 12. Resolution Number 4429 A Resolution Changing The City Council Meeting Date From May 27, 2013 To May 29, 2013 In Lieu Of The Memorial Day Holiday
- 13. Resolution Number 4430 A Resolution Approving An 050 Retail Beer (Off Premises Only) And An 070 Retail Table Wine (Off Premises Only) For Vestavia Shell LLC D/B/A Vestavia Shell; Saeed M. Saleh, Yassen Saeed Muthana Ali And Ahmed Ali Muthana, Executives (*Public Hearing*)

- 14. Resolution Number 4431 A Resolution Changing City Officials At National Bank Of Commerce For Capital Projects Reserve And Money Market Reserve Accounts
- 15. Resolution Number 4435 A Resolution Changing City Officials At SouthPoint Bank For Contractors Surety, Warrant Funds, Library Capital Projects Fund
- 16. Resolution Number 4436 A Resolution Changing City Officials For Wells Fargo Bank For The Transport Account
- 17. Resolution Number 4434 A Resolution Changing City Officials At Regions Bank For The Special Court Account, Pooled Cash And Payroll Account
- 18. Resolution Number 4432 A Resolution Changing City Officials At Pinnacle Bank For The Library Account
- Resolution Number 4433 A Resolution Changing City Officials At Regions Bank For The Court Bond Account
- 20. Ordinance Number 2440 An Ordinance Providing For Levying Of Municipal Taxes For The City Of Vestavia Hills, Alabama And For Assessment And Collection Thereof In Shelby County (Annual Tax Levy)
- 21. Ordinance Number 2441 An Ordinance To Amend Ordinance 2410 Providing For Levying Of Municipal Taxes For The City Of Vestavia Hills Alabama In Jefferson County And For Assessment And Collection Thereof (Annual Tax Levy)

First Reading (No Action Taken At This Meeting)

- 22. Resolution Number 4437 Annexation 90-Day 3312 Blueberry Lane; Lot 137, Buckhead, 4th Sector; Brian And Shannon Fagen, Owners (*Public Hearing*)
- 23. Resolution Number 4438 Annexation 90-Day 2469 Jannebo Road; Lot 123, Buckhead, 4th Sector; Shannon Kilgore, Owner (*Public Hearing*)
- 24. Resolution Number 4439 Annexation 90-Day 4595 Old Looney Mill Road; Lot 1, Old Looney Mill Development; Brandon And Kathryn Falls, Owners (*Public Hearing*)
- 25. Resolution Number 4440 Annexation 90-Day 4604 Old Looney Mill Road; Lot 1, W.O. Brasseale Subdivision; Jacquelyn G. Britt, Owner (*Public Hearing*)
- 26. Resolution Number 4441 Annexation 90-Day 4608 Old Looney Mill Road; Lots 2 & 3, W.O. Brasseale Subdivision; Virginia W. Wood, Owner (*Public Hearing*)
- 27. Resolution Number 4442 Annexation 90-Day 2855 Five Oaks Lane; John J. Santamour, Owner (*Public Hearing*)
- 28. Citizens Comments
- 29. Executive Session
- 30. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

WORK SESSION

MARCH 21, 2013

The City Council of Vestavia Hills met in work session on this date at 4:30 PM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the Clerk* checked the roll with the following:

MEMBERS PRESENT: Alberto C. Zaragoza, Mayor

Steve Ammons, Mayor Pro-Tem

George Pierce John Henley Jim Sharp

OTHER OFFICIALS PRESENT: Jim St. John, Interim City Manager

Tim Holcomb, Deputy Police Chief Melvin Turner, III, Finance Director George Sawaya, Deputy Treasurer Jason Burnett, Parks and Recreation Fred Baughman, Economic Dev. Director

Mike Roy, Building Safety Conrad Garrison, City Planner

The Mayor opened the meeting and introduced representatives from the Southern Environmental Law Center to give a presentation on the Northern Beltline. Printed information and facts were distributed to the Council and discussed.

Conrad Garrison presented the preliminary agreement with the RPCGB and explained the scope of work concerning draft of a form-based zoning classification. He answered questions and indicated that this would be presented in April for the 80/20 match.

Other issues included automatic aid agreements with Hoover FD, Trane agreement and the Energy bonds, update on the purchase of the former Food World property, the purchase of the Joe's Ranch House property, LTF opening on April 11, other city properties for sale, the update on the long-range plan for the Wald Park property, retail vacancies in the city and beginning a search for a new City Manager.

There being no further discussion, work session adjourned at 6:00 PM.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MARCH 25, 2013

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT: Mayor Alberto C. Zaragoza, Jr.

Steve Ammons, Mayor Pro-Tem

George Pierce John Henley Jim Sharp

OTHER OFFICIALS PRESENT: Jim St. John, Interim City Manager

Patrick Boone, City Attorney Rebecca Leavings, City Clerk Christopher Brady, City Engineer

Danny Rary, Police Chief

Fred Baughman, Economic Dev. Director Melvin Turner III, Finance Director George Sawaya, Dep. Treasurer Conrad Garrison, City Planner

Invocation was given by Ron Higey, Birmingham International Church, followed by the Pledge of Allegiance led by Boy Scouts from Troop 1.

ANNOUNCEMENTS, GUEST RECOGNITION

 Mr. Ammons welcomed several Park Board members to the meeting, including Blaine House, Steve Bendall, etc. Also, Mr. Ammons welcomed Dave and Greg Belcher to the meeting.

CITY MANAGER REPORT

- Mr. St. John asked Mr. Baughman to present the "Business of the Month."
 - o Fred Baughman presented a certificate recognizing Royal Automotive as the City's "Business of the Month" and indicated that Royal has been in business in the City for decades. The business is family owned and

operated and has evolved through the years with varying automotive brands. Owners, Dave and Greg Belcher accepted the certificate and thanked the City for the recognition.

- Mr. St. John stated that the Community Health Fair will be held on May 4, 2013 at Wald Park from 10 AM to 2 PM. He invited everyone to attend.
- The thermo paint equipment is in and ready to begin striping streets.
- Mr. St. John announced that Lifetime Fitness is wrapping up their final inspections and hopes to open in mid-April.

COUNCILOR REPORTS

- Mr. Henley announced an upcoming vacancy on the City's Board of Education. Applications will be received in the Office of the City Clerk until April 8, 2013 with interviews scheduled later. He encouraged everyone to apply.
- The Mayor asked the Council about moving the last meeting in May from May 27 to May 29 in lieu of Memorial Day. The Council concurred with the change and the Mayor asked that a Resolution be drafted.

APPROVAL OF MINUTES

The minutes of the March 11, 2013 (Regular Meeting) and March 15, 2013 (Special Meeting) were presented for approval.

MOTION

Motion to dispense with the reading of the minutes of the March 11, 2013 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Ammons. Roll Call vote as follows:

Mr. Pierce – yes Mr. Henley – yes Mr. Ammons – yes Mr. Sharp – yes

Mayor Zaragoza – yes Motion carried.

MOTION

Motion to dispense with the reading of the minutes of the March 15, 2013 (Special Meeting) and approve them as presented was by Mr. Henley and second by Mr. Ammons. Roll Call vote as follows:

Mr. Pierce – abstained Mr. Henley – yes Mr. Ammons – yes Mr. Sharp – yes

Mayor Zaragoza – yes Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4421

Resolution Number 4421 - A Resolution Authorizing The Mayor And City Manager To Execute An Agreement With Williams Blackstock Architects For Design Services For A Proposed Municipal Facility

MOTION Motion to adopt Resolution Number 4421 was by Mr. Henley and second was by Mr. Sharp.

Mr. St. John indicated that this Resolution is to retain Williams Blackstock for design and architectural services for the new proposed municipal facility.

Mr. Boone stated that he has reviewed the agreement and offered his legal opinion on cleaning up some of the language in the agreement relative to the Council decision about who would pre-qualify the contractor bidders.

Discussion ensued concerning approval of an agreement now before the property is purchased, difference in prequalification of bidders by the architect and by the City, the method used to prequalify bidders in construction of the library, etc. The Council concurred that the City and the architect together would prequalify the bidders at no additional cost to the City.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Ammons – yes
Mr. Sharp – yes
Mayor Zaragoza – yes
Motion carried.

RESOLUTION NUMBER 4404

Resolution Number 4404 - A Resolution Authorizing The Mayor And City Manager To Enter Into A Guaranteed Energy Cost Savings Contract With Trane US, Inc.

MOTION Motion to adopt Resolution Number 4404 was by Mr. Ammons and second was by Mr. Pierce.

Mr. St. John stated that this Resolution has been discussed in detail in work session. He asked Mr. Davis to give a background.

Brian Davis, Public Services Director, gave a background on this request to retrofit and/or replace lighting at the City's recreational fields resulting in fewer fixtures, energy efficient lighting and reduced power usage.

Heyward Hosch, Maynard Cooper & Gale; and Chris Williams, Sterne Agee; were present to discuss the proposed financing of the project through energy conservation bonds issued at a lower interest and regular financing. Rick Carson, Trane USA; and Jimmy Jumper, Musco Lighting; were also present to answer questions regarding the lighting and the agreement.

Mr. Boone stated that he has reviewed the contract and offered suggestions regarding the payment schedule and when the payments are due. Discussion ensued and Mr. Boone read portions of the agreement which stated that the first payment is due after execution of the contract and notice to proceed is given and only after financing is approved by the Council.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes Mr. Ammons – yes Mr. Sharp – yes Mayor Zaragoza – yes Mr. Sharp – yes Motion carried.

RESOLUTION NUMBER 4422

Resolution Number 4422 – A Resolution To Authorize The Mayor And City Manager To Execute An Agreement With CDG Engineers And Associates, Inc., For Engineering Services For ATRIP Project No. 37-03-33 Resurfacing Columbiana, Tyler And Overton Roads, Dated March 6, 2013

MOTION Motion to adopt Resolution Number 4422 was by Mr. Sharp and second was by Mr. Pierce.

Mr. St. John indicated that this is a request for grant matches for a paving project in several streets and asked Mr. Brady to give a background.

Christopher Brady indicated that this Resolution gives grant matching funding for a multi-jurisdictional project to pave along Rocky Ridge Road, Columbiana Road, Overton Road, etc., utilizing ATRIP grants.

Mr. Boone stated that he reviewed the agreement and has problems with the indemnification portions of it. He stated that he wishes to contact the attorneys of the

other jurisdictions and determine how they are handling this same contract before recommending a course of action to the Council.

After discussion, the Mayor opened the floor for a motion to postpone.

MOTION Motion to postpone Resolution Number 4422 until the meeting of April 8,

2013 was made by Mr. Pierce and second was by Mr. Ammons. Roll call

vote:

Mr. Pierce – yes Mr. Ammons – yes Mr. Sharp – yes

Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4423

Resolution Number 4423 – A Resolution Authorizing The Mayor And City Manager
To Execute An Agreement With Hansen Landscape Architects To
Provide Design Services For The Pedestrian Bridge At McCallum
Park

MOTION Motion to adopt Resolution Number 4423 was by Mr. Henley and second was by Mr. Ammons.

Mr. Brady gave a brief background on this request to retain Hansen Landscaping for design services for a proposed pedestrian bridge at McCallum Park. He explained that the next Resolution is for design services for trails in the same area of McCallum Park and showed a schematic of the bridge and trails.

Mr. Boone indicated that he has reviewed the agreements and found no problems.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes Mr. Ammons – yes Mr. Sharp – yes

Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4424

Resolution Number 4424 – A Resolution Authorizing The Mayor And City Manager To Execute An Agreement With Hansen Landscape Architects To Provide Design Services For A Proposed Trail At McCallum Park **MOTION** Motion to adopt Resolution Number 4424 was by Mr. Pierce and second was by Mr. Ammons.

Mr. St. John indicated that this is the Resolution for the trails just discussed.

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

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Ammons – yes
Mr. Sharp – yes
Mayor Zaragoza – yes
Mr. Sharp – yes
Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4406-A

Resolution Number 4406-A – A Resolution Amending Resolution Number 4406 To Authorize The City Manager To Hire Six New Police Officers Effective April 1, 2013

MOTION Motion to adopt Resolution Number 4406-A was by Mr. Ammons and second was by Mr. Henley.

Mr. St. John stated that this Resolution previously adopted to allow the employment of six police officers. He then asked Chief Rary to explain.

Chief Rary stated that the Council previously authorized him to employ six officers at mid-range salaries. He indicated that they have studied the availability of officers and have determined some new hires to employ at base salary instead, which is revenue positive but would require him to hire them April 1 rather than May 1 as previously authorized.

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Ammons – yes
Mr. Sharp – yes
Mayor Zaragoza – yes
Mr. Sharp – yes
Motion carried.

RESOLUTION NUMBER 4426

Resolution Number 4426 - A Resolution Authorizing The Mayor And City Manager To Sign An Agreement With Alabama Power To Dedicate A Power Easement To The Monument Sign On Healthy Way **MOTION** Motion to adopt Resolution Number 4426 was by Mr. Henley and second was by Mr. Sharp.

Mr. Brady stated that this Resolution allows Alabama Power to run a power service through the City property in order to power the multi-tenant sign authorized by the purchase agreement with Lifetime Fitness.

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Ammons – yes
Mr. Sharp – yes
Mayor Zaragoza – yes
Motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting of April 8, 2013 at 5 PM.

- Resolution Number 4427 A Resolution Authorizing The Funding For The Purchase And Installation Of Additional RFID Gates And Supplies For The Vestavia Hills Library In The Forest
- Resolution Number 4428 A Resolution Authorizing The City Manager To Purchase Equipment For The Police Department

CITIZENS COMMENTS

None.

MOTION Motion to adjourn was by Mr. Pierce. Meeting adjourned at 6:40 PM.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk

RESOLUTION NUMBER 4422

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH CDG ENGINEERS AND ASSOCIATES, INC., FOR ENGINEERING SERVICES FOR ATRIP PROJECT NO. 37-03-33 RESURFACING COLUMBIANA, TYLER AND OVERTON ROADS DATED MARCH 6, 2013

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

- 1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with CDG Engineers and Associates, Inc., for engineering services for ATRIP Project No. 37-03-33, Resurfacing Columbiana, Tyler and Overton Roads, Dated March 6, 2013 at a cost not to exceed \$185,906 (Rocky Ridge Road \$109,321 and Columbiana/Tyler/Overton Roads \$76,585); and
- 2. A copy of the agreement is attached to and incorporated into this Resolution Number 4422 as though written fully therein; and
- 3. This Resolution Number 4422 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk

ATRIP project cost estimates

breakdown of approximate percentage per municipal jurisdictions

updated: 6-March-2013

ATRIP No. 37-03-34

Rocky Ridge			Estimated Cost	20% Match	<u>esti</u>	mated PE fee
	5.71 m	iles	\$ 2,677,308.69	\$ 535,461.74	\$ 1	.09,321.00
Jeff Co	0.55					
Jeff Co(MtnBrk/VH)	0.79					
Jeff Co(VH/Hoover)	0.22	27.3%		\$ 146,290.77	\$	29,867.03
Vestavia	2.72	47.6%		\$ 255,071.09	\$	52,075.85
Hoover	1.43	25.0%		\$ 134,099.87	\$	27,378.11

ATRIP No. 37-03-33

Columbiana/Tyler/Overton			Estimated Cost	20% Match	<u>est</u>	estimated PE fees	
	1.35	miles	\$ 1,057,504.00	\$ 211,500.80	\$	76,585.00	
Jeff Co (VH/Hoover)	0.189	14.0%		\$ 29,610.11	\$	10,721.90	
Vestavia	1.161	86.0%		\$ 181,890.69	\$	65,863.10	

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

March 14, 2013

To: Mr. Randy Robertson, City Manager

CC: Rebecca Leavings, Brian Davis

From: Christopher Brady

RE: ATRIP projects to resurface Rocky Ridge Road, portions of Columbiana, Tyler, and Overton

Design Services Agreements with CDG Engineers

Mr. Robertson,

Attached are two design proposals from CDG Engineers for design services related to ATRIP projects.

The fees associated with these services are:

Rocky Ridge Road ---- \$109,321 Columbiana, Tyler, Overton – \$76,585

The costs of these services would be pulled from the City's General Funds balance.

Please let me know if any questions.

Thank you,

-Christopher

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of ________, 2013, by and between the City of Vestavia Hills, hereinafter referred to as the Owner, and CDG ENGINEERS & ASSOCIATES, INC., hereinafter referred to as the Engineer.

WHEREAS, the Owner desires to have professional engineering services and consultation performed relative to designing construction plans to ALDOT specifications for ATRIP Project Nos. 37-03-33 <u>Resurfacing Columbiana</u>, <u>Tyler and Overton Roads</u>, hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, Owner desires to retain the Engineer as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the Owner and Engineer do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

The Engineer shall provide the Owner the following basic professional engineering services and consultation:

The Design Phase

- 1.1 The Engineer will consult with the Owner to determine the Owner's requirements for the project.
- 1.2 Complete geotechnical field evaluation and provide a report outlining recommended pavement section(s).
- 1.3 Develop final construction plans to ALDOT specifications, including resurfacing and safety improvements as required on the project.
- 1.3 The Engineer will facilitate the required ALDOT review(s) and approval(s) necessary to let the contract to construction in accordance with established ATRIP procedures.

The Proposal for Professional Engineering Services for ATRIP Project No. 37-03-33 Resurfacing Columbiana, Tyler and Overton Roads, Dated March 6, 2013 – and its detailed scope of work – as provided to and approved by the City of Vestavia Hills is attached hereto and made a part of this Agreement.

ARTICLE 2. Additional Services.

If authorized in writing by Owner and accepted by Engineer through written amendment hereto, Engineer shall furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the Owner as indicated in Article 4 of the Agreement.

- 2.1 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
- 2.3 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- 2.4 Providing renderings or models not defined as part of construction plans for Owner's use.
- 2.5 Physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the Engineer, including but not limited to that testing included in the Owner's Project budget.
- 2.6 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 2.7 Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
- 2.8 Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 2.9 Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

- 2.10 Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.11 Prepare property deeds, temporary easements, construction easements, Right-of-Way documents, and assist in acquisition of such documents deemed necessary in the scope of each project.
- 2.12 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the Owner.

The Owner shall provide for the Engineer the following information and shall do the following:

- 3.1 The Owner shall provide all criteria and complete information as to the Owner's requirements for the Project and shall furnish all design and construction standards which the Owner will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The Owner will assist the Engineer by placing at the Engineer's disposal all available information pertinent to the Project.
- 3.3 The Owner shall arrange for access to and make all provisions for the Engineer to enter upon public and private property to perform surveying, testing and other data collection as required for Engineer to perform services under this Agreement. Owner shall appoint and designate in writing a person to act as Owner's site access representative for such purpose, and shall include contact information for the individual so designated. Owner agrees to hold the Engineer harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from Owner's arrangements and provisions for access to property.
- 3.4 The Owner shall be responsible for funding Right-of-Way (R.O.W.) acquisitions and/or Easements necessary to carry out construction tasks detailed within the project plans and specifications.
- 3.5 The Owner shall designate in writing a person to act as the Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information.
- 3.6 The Owner shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The Owner shall also provide such legal services as the Owner may require or the Engineer may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the Engineer to carry out its obligations under this Agreement. It is expressly understood and agreed that the Engineer itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

3.7 The Owner agrees to pay all costs of physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the Engineer, including but not limited to that testing provided for and reflected in the Owner's Project budget.

ARTICLE 4. Compensation.

- 4.1 The Owner agrees to pay to the Engineer, in cash, total compensation of **Seventy-Six Thousand, Five Hundred Eighty Five Dollars (\$76,585.00)** to be paid periodically as work progresses on the Design Phase.
- 4.2 The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, that are mutually agreed upon by the Owner and the Engineer, shall be incorporated in written amendments to this Agreement.
- 4.3 Owner shall reimburse Engineer for all costs incurred for ALDOT's direct instruction to rebid the project at the rates shown in the Engineer's most current Standard Fee Schedule.
- 4.4 Owner shall reimburse Engineer for all costs incurred for the physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the Engineer, including but not limited to that testing included in the Owner's Project budget.
- 4.5 Compensation for services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by Owner at a rate of 1.5 times the Engineer's standard hourly rates. Whenever Engineer's bill to Owner includes charges for Engineer's consultants for such services, those charges shall be the amounts billed by Engineer's consultant to Engineer times a factor of 1.15.
- 4.6 Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. Owner shall pay all costs and fees, including but not limited to attorney's fees, incurred by Engineer in the collection of any sums due for services rendered and related service expenses.

ARTICLE 5. Relationship of the Parties.

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The Engineer is a professional corporation and is not an agent or employee of

Owner for any purpose. The Engineer cannot and will not represent that he has the authority to bind Owner in any contractual manner.

- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Owner and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and the Engineer and not for the benefit of any other party.
- 5.4 The Owner and the Engineer each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the Owner nor the Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Engineer from employing such independent professional associates, consultants, subcontractors, and vendors as the Engineer may deem appropriate to assist in the performance of services hereunder.
- 5.6 Engineer may employ such independent professional associates, consultants, subcontractors, and vendors as the Engineer may deem appropriate to assist in the performance or furnishing of services under this Agreement. Engineer shall not be required to employ any consultant unacceptable to Engineer.

ARTICLE 6. Ownership and Use of Project Documents.

- 6.1 All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 Owner may make and retain copies of documents for information and reference in connection with the services by Engineer. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the services or on any other project. Any

such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Owner shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 7. Liability and Indemnity.

- 7.1 The Engineer will not be responsible for delays or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the Engineer.
- 7.2 Owner may not utilize Engineer's construction cost estimate after thirty calendar days from the date of delivery to Owner without Engineer's written consent. Estimates of cost are made on the basis of the Engineer's experience, qualifications, and professional judgment, but since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by Engineer. Approvals, recommendations, estimates and decisions by the Engineer are made on the basis of the Engineer's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the Engineer's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- Any and all liability resulting from conditions not created or caused to be created by the Engineer shall be the liability of the Owner. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the Owner, and the Owner hereby agrees to indemnify and hold the Engineer harmless from such

liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

7.5 The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Engineer unless the Owner has first provided the Engineer with a written certification executed by an independent consultant currently practicing in the same discipline as the Engineer and licensed in the State of Alabama. This certification shall: a) contain the name and license number of the certifier, b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided by the consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration

ARTICLE 8. Termination.

8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due Engineer at such time shall be computed upon applicable terms of Article 4, the amount of work completed or in progress as of the termination date and Engineer's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration.

9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Andalusia, Alabama.

ARTICLE 10. Miscellaneous.

- 10.1 This Agreement represents the entire and integrated Agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the Owner and the Engineer.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 10.3 It is expressively understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the Engineer's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.4 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

Owner:	Engineer:				
Ву:	By:				
Title:	_ Title:				
Date:	Date:				
Owner's Designated Representative:	C	Engineer's Designated Representative: Marc Thompson			
Title:	Title:	Project Manager			
Phone:	Phone:	(205) 403-2600			
Fax:	Fax:	(205) 406-2623			
Email:	Email:	mthompson@cdge.com			



March 6, 2013

Christopher Brady, P.E. City Engineer City of Vestavia Hills 513 Montgomery Highway Vestavia Hills, Alabama 35216

ENGINEERING

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100 Concourse Parkway Suite 170 Birmingham, Alabama 35244

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Reference: Proposal for Professional Engineering Services

ATRIP Project No. 37-03-33

Resurfacing Columbiana, Tyler and Overton Roads

The City of Vestavia Hills Jefferson County, AL

Dear Mr. Brady:

CDG Engineers and Associates, Inc (CDG) is pleased to submit this proposal for professional engineering design services on the above referenced project. Our staff has experience on many similar projects and is delighted to be working with the City of Vestavia Hills (the City).

We understand this project will be funded through the Alabama Transportation Rehabilitation and Improvement Program (ATRIP) and have formulated this proposal accordingly. Generally, our scope of services will include existing pavement coring and geotechnical evaluation to develop a materials report and final construction plans for the above referenced project. Outlined below is a detailed summary of our proposed scope of work:

Proposed Scope of Geotechnical Services

Our geotechnical services will include preparing a materials report for the proposed roadway rehabilitations to Columbiana, Tyler and Overton Roads. Our scope of work will consist of a condition survey of the existing pavements, obtaining asphalt cores, and preparation of a geotechnical report containing recommendations for the rehabilitative treatments for the projects.

The provided information indicates that resurfacing will occur along Columbiana Road from US-31 to north of Crossroads School, along Tyler Road from Southland Drive to Columbiana Road, and along Overton Road from south of I-459 to Liberty Park Bridge. The total length of the projects is approximately 1.8 miles. Tyler and Overton roads are primarily two-laned, while Columbiana Road is primarily four-landed. All of the roadways are currently surfaced with asphalt pavements.

The distress survey will be conducted in general accordance with ALDOT 392 and include documentation of observed distress as outlined in the FHWA's *Distress Identification Manual* for the LTPPP (2003). The scope of work will include coring of the existing pavement to

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determine in-place pavement and base material types and thicknesses at approximately 12 to 14 locations. Traffic control will be provided during the coring process.

Design of the rehabilitative treatments for the project will be based on provided traffic volumes, assumed subgrade support characteristics, the results of the subsurface exploration and AASHTO's *Guide for Design of Pavement Structures* (1993). Design recommendations will consist of one (1) pavement typical section for each of the roadways (total of 3).

Final Construction Plans

CDG will complete final construction plans for the project in accordance with established ATRIP guidelines. Development of final construction plans will include:

- Attendance at an on-site project scoping meeting.
- Perform limited survey of the project in areas requiring shoulder, guardrail, drainage and other roadside improvements.
- Coordination with ALDOT for ATRIP project initiation documentation submittals;
- Completion of roadway resurfacing plans. The plan assembly will likely include:
 - o Typical Sections;
 - o Intersection Layouts;
 - o Signal loop wire schematic sketches;
 - o Summary of Quantities and detailed quantity box sheets;
 - o Erosion Control Plans, if necessary;
 - Traffic Control Sheets;
 - o Associated project notes, details and drawings.
- Integration of materials report recommendations into final design plans
- Preparation of comprehensive project cost estimate(s);
- Submittal of comprehensive design package to the City;
- Facilitation of the ALDOT review process:
 - O Submittal and approval of project materials report;
 - Plans, Specifications and Estimate (PS&E) Review submittal to ALDOT's 3rd Division;
 - O Attendance at PS&E review meeting and site inspection as required;
 - o Revisions to plan assembly resultant of PS&E review;
 - o Construction Bureau Review submittal and plan revisions;
 - o Final, signed Mylar submitted to the Bureau of Innovative Projects for project letting (by ALDOT).

All plan assembly submittals shall be completed according to ALDOT's published timeline for ATRIP projects based upon a December 6, 2013 letting date.

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Project Fee

CDG proposes to complete the above described scope of services for limited survey, materials report and roadway resurfacing plan assembly for a lump sum fee of \$76,585.00. Please note this fee does not include traffic counts/studies, and utility relocation design, if required.

BIRMINGHAM ALBERTVILLE ANDALUSIA DOTHAN



We appreciate the opportunity to submit this proposal. If you have any questions, comments or require additional information, please give us a call.

Sincerely,

CDG Engineers & Associates

Mary Thompson, P.E. Project Manager

Cc: Project File

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BIRMINGHAM ALBERTVILLE ANDALUSIA DOTHAN

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _______, 2013, by and between the City of Vestavia Hills, hereinafter referred to as the Owner, and CDG ENGINEERS & ASSOCIATES, INC., hereinafter referred to as the Engineer.

WHEREAS, the Owner desires to have professional engineering services and consultation performed relative to designing construction plans to ALDOT specifications for ATRIP Project Nos. 37-03-34 Resurfacing Rocky Ridge Road from Shades Crest Road to Lorna Road, hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, Owner desires to retain the Engineer as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the Owner and Engineer do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

The Engineer shall provide the Owner the following basic professional engineering services and consultation:

The Design Phase

- 1.1 The Engineer will consult with the Owner to determine the Owner's requirements for the project.
- 1.2 Complete geotechnical field evaluation and provide a report outlining recommended pavement section(s).
- 1.3 Develop final construction plans to ALDOT specifications, including resurfacing and safety improvements as required on the project.
- 1.3 The Engineer will facilitate the required ALDOT review(s) and approval(s) necessary to let the contract to construction in accordance with established ATRIP procedures.

The Proposal for Professional Engineering Services for ATRIP Project No. 37-03-34 Resurfacing Rocky Ridge Road from Shades Crest Road to Lorna, Dated March 6, 2013 – and its detailed scope of work – as provided to and approved by the City of Vestavia Hills is attached hereto and made a part of this Agreement.

ARTICLE 2. Additional Services.

If authorized in writing by Owner and accepted by Engineer through written amendment hereto, Engineer shall furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the Owner as indicated in Article 4 of the Agreement.

- 2.1 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
- 2.3 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- 2.4 Providing renderings or models not defined as part of construction plans for Owner's use.
- 2.5 Physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the Engineer, including but not limited to that testing included in the Owner's Project budget.
- 2.6 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 2.7 Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
- 2.8 Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 2.9 Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

- 2.10 Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.11 Prepare property deeds, temporary easements, construction easements, Right-of-Way documents, and assist in acquisition of such documents deemed necessary in the scope of each project.
- 2.12 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the Owner.

The Owner shall provide for the Engineer the following information and shall do the following:

- 3.1 The Owner shall provide all criteria and complete information as to the Owner's requirements for the Project and shall furnish all design and construction standards which the Owner will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The Owner will assist the Engineer by placing at the Engineer's disposal all available information pertinent to the Project.
- 3.3 The Owner shall arrange for access to and make all provisions for the Engineer to enter upon public and private property to perform surveying, testing and other data collection as required for Engineer to perform services under this Agreement. Owner shall appoint and designate in writing a person to act as Owner's site access representative for such purpose, and shall include contact information for the individual so designated. Owner agrees to hold the Engineer harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from Owner's arrangements and provisions for access to property.
- 3.4 The Owner shall be responsible for funding Right-of-Way (R.O.W.) acquisitions and/or Easements necessary to carry out construction tasks detailed within the project plans and specifications.
- 3.5 The Owner shall designate in writing a person to act as the Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information.
- 3.6 The Owner shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The Owner shall also provide such legal services as the Owner may require or the Engineer may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the Engineer to carry out its obligations under this Agreement. It is expressly understood and agreed that the Engineer itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

3.7 The Owner agrees to pay all costs of physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the Engineer, including but not limited to that testing provided for and reflected in the Owner's Project budget.

ARTICLE 4. Compensation.

- 4.1 The Owner agrees to pay to the Engineer, in cash, total compensation of <u>One Hundred Nine Thousand, Three Hundred Twenty-One Dollars (\$109,321.00)</u> to be paid periodically as work progresses on the Design Phase.
- 4.2 The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, that are mutually agreed upon by the Owner and the Engineer, shall be incorporated in written amendments to this Agreement.
- 4.3 Owner shall reimburse Engineer for all costs incurred for ALDOT's direct instruction to rebid the project at the rates shown in the Engineer's most current Standard Fee Schedule.
- 4.4 Owner shall reimburse Engineer for all costs incurred for the physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the Engineer, including but not limited to that testing included in the Owner's Project budget.
- 4.5 Compensation for services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by Owner at a rate of 1.5 times the Engineer's standard hourly rates. Whenever Engineer's bill to Owner includes charges for Engineer's consultants for such services, those charges shall be the amounts billed by Engineer's consultant to Engineer times a factor of 1.15.
- 4.6 Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. Owner shall pay all costs and fees, including but not limited to attorney's fees, incurred by Engineer in the collection of any sums due for services rendered and related service expenses.

ARTICLE 5. Relationship of the Parties.

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The Engineer is a professional corporation and is not an agent or employee of

Owner for any purpose. The Engineer cannot and will not represent that he has the authority to bind Owner in any contractual manner.

- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Owner and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and the Engineer and not for the benefit of any other party.
- 5.4 The Owner and the Engineer each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the Owner nor the Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Engineer from employing such independent professional associates, consultants, subcontractors, and vendors as the Engineer may deem appropriate to assist in the performance of services hereunder.
- 5.6 Engineer may employ such independent professional associates, consultants, subcontractors, and vendors as the Engineer may deem appropriate to assist in the performance or furnishing of services under this Agreement. Engineer shall not be required to employ any consultant unacceptable to Engineer.

ARTICLE 6. Ownership and Use of Project Documents.

- 6.1 All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 Owner may make and retain copies of documents for information and reference in connection with the services by Engineer. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the services or on any other project. Any

such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Owner shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 7. Liability and Indemnity.

- 7.1 The Engineer will not be responsible for delays or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the Engineer.
- 7.2 Owner may not utilize Engineer's construction cost estimate after thirty calendar days from the date of delivery to Owner without Engineer's written consent. Estimates of cost are made on the basis of the Engineer's experience, qualifications, and professional judgment, but since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by Engineer. Approvals, recommendations, estimates and decisions by the Engineer are made on the basis of the Engineer's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the Engineer's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- Any and all liability resulting from conditions not created or caused to be created by the Engineer shall be the liability of the Owner. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the Owner, and the Owner hereby agrees to indemnify and hold the Engineer harmless from such

liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

7.5 The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Engineer unless the Owner has first provided the Engineer with a written certification executed by an independent consultant currently practicing in the same discipline as the Engineer and licensed in the State of Alabama. This certification shall: a) contain the name and license number of the certifier, b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided by the consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration

ARTICLE 8. Termination.

8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due Engineer at such time shall be computed upon applicable terms of Article 4, the amount of work completed or in progress as of the termination date and Engineer's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration.

9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Andalusia, Alabama.

ARTICLE 10. Miscellaneous.

- 10.1 This Agreement represents the entire and integrated Agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the Owner and the Engineer.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 10.3 It is expressively understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the Engineer's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.4 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

Owner:	Engineer:				
Ву:	By:				
Title:	_ Title:				
Date:	Date:				
Owner's Designated Representative:	C	Engineer's Designated Representative: Marc Thompson			
Title:	Title:	Project Manager			
Phone:	Phone:	(205) 403-2600			
Fax:	Fax:	(205) 406-2623			
Email:	Email:	mthompson@cdge.com			



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March 6, 2013

Christopher Brady, P.E.
City Engineer
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, Alabama 35216

Reference: Proposal for Professional Engineering Services

ATRIP Project No. 37-03-34

Resurfacing Rocky Ridge Road from Shades Crest Road to Lorna

Road

The City of Vestavia Hills Jefferson County, AL

Dear Mr. Brady:

CDG Engineers and Associates, Inc (CDG) is pleased to submit this proposal for professional engineering design services on the above referenced project. Our staff has experience on many similar projects and is delighted to be working with the City of Vestavia Hills (the City).

We understand this project will be funded through the Alabama Transportation Rehabilitation and Improvement Program (ATRIP) and have formulated this proposal accordingly. Generally, our scope of services will include existing pavement coring and geotechnical evaluation to develop a materials report and final construction plans for the above referenced project. Outlined below is a detailed summary of our proposed scope of work:

Proposed Scope of Geotechnical Services

Our geotechnical services will include preparing a materials report for the proposed roadway rehabilitations to Rocky Ridge Road and providing foundation support recommendations for a proposed culvert extension and retaining wall installation. More specifically, our scope of work will consist of a condition survey of the existing pavements, obtaining asphalt cores, soil test borings at proposed retaining wall and culvert extension locations and preparation of a geotechnical report containing recommendations for the rehabilitative treatments and foundation recommendations for the project.

The provided information indicates that resurfacing of Rock Ridge Road will occur from U.S. Highway 280 to Lorna Road. The total length of the project is approximately 5.7 miles. The existing roadway is primarily two-laned and surfaced with asphalt pavements; however, short portions of the existing road widen to four lanes.

The distress survey will be conducted in general accordance with ALDOT 392 and include documentation of observed distress as outlined in the FHWA's *Distress Identification Manual* for the LTPPP (2003). The scope of work will include coring of the existing pavement to determine in-place pavement and base material types and thicknesses at approximately 14 to

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16 locations. Traffic control will be provided during the coring process.

Design of the rehabilitative treatments for the project will be based on provided traffic volumes, assumed subgrade support characteristics, the results of the subsurface exploration and AASHTO's *Guide for Design of Pavement Structures* (1993). Design recommendations will consist of one (1) pavement typical section for each of the roadways (total of 3).

We estimate four (4) soil test borings will be required to provide foundation recommendations for a proposed culvert extension and retaining wall. The borings will extend to depths of 20 feet below the existing ground surface or to refusal, whichever occurs first. Borings will contain Standard Penetration Tests (SPT) at $2\frac{1}{2}$ -foot intervals in the upper 10 feet and 5-foot intervals thereafter.

Final Construction Plans

CDG will complete final construction plans for the project in accordance with established ATRIP guidelines. Development of final construction plans will include:

- Attendance at an on-site project scoping meeting.
- Perform limited survey of the project in areas requiring shoulder, guardrail, drainage and other roadside improvements.
- Coordination with ALDOT for ATRIP project initiation documentation submittals;
- Completion of roadway resurfacing plans. The plan assembly will likely include:
 - o Typical Sections:
 - o Intersection Layouts:
 - Signal loop wire schematic sketches;
 - o Summary of Quantities and detailed quantity box sheets;
 - o Erosion Control Plans, if necessary:
 - Traffic Control Sheets;
 - o Retaining wall as required;
 - Drainage sections as needed;
 - Plan Sheets of the proposed improvements;
 - o Associated project notes, details and drawings.
- Integration of materials report recommendations into final design plans;
- Preparation of comprehensive project cost estimate(s);
- Submittal of comprehensive design package to the City;
- Facilitation of the ALDOT review process:
 - o Submittal and approval of project materials report;
 - Plans, Specifications and Estimate (PS&E) Review submittal to ALDOT's 3rd Division;
 - o Attendance at PS&E review meeting and site inspection as required;
 - Revisions to plan assembly resultant of PS&E review;
 - o Construction Bureau Review submittal and plan revisions;
 - o Final, signed Mylar submitted to the Bureau of Innovative Projects for project letting (by ALDOT).

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All plan assembly submittals shall be completed according to ALDOT's published timeline for ATRIP projects based upon a December 6, 2013 letting date.

Project Fee

CDG proposes to complete the above described scope of services for limited survey, materials report and roadway resurfacing plan assembly for a lump sum fee of \$109,321.00. Please note this fee does not include traffic counts/studies, and utility relocation design, if required.

We appreciate the opportunity to submit this proposal. If you have any questions, comments or require additional information, please give us a call.

Sincerely,

CDG Engineers & Associates

Marc Thompson, P.E. Project Manager

Cc: Project File

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BIRMINGHAM ALBERTVILLE ANDALUSIA DOTHAN

RESOLUTION NUMBER 4427

A RESOLUTION APPROVING FUNDING FOR ADDITIONAL GATES AND SUPPLIES FOR THE LIBRARY IN THE FOREST RFID SYSTEM

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

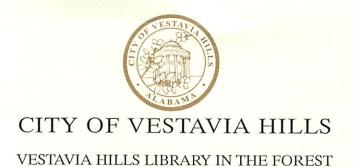
- 1. The City Manager is hereby authorized to purchase additional gates and supplies needed for the Vestavia Hills Library in the Forest RFID system as detailed in the memorandum from the Library Director dated March 6, 2013; and
- 2. This Resolution Number 4427 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk



ALBERTO "BUTCH" ZARAGOZA MAYOR TANEISHA YOUNG TUCKER DIRECTOR

March 06, 2013

TO: Randy Robertson, City Manager Rebecca Leavings, City Clerk

CC: Melvin Turner, City Treasurer

RE: Request for Approval of Funds for Library Technology

On Tuesday, February 05, 2013, the Vestavia Hills Library Board of Trustees voted to dedicate \$56,500 from the Library's Fund 13 Pooled Cash for the following items:

- \$49,500 for an LSTA grant that was awarded to the library in November 2012. The grant completes the RFID project first initiated by the library in 2010. Resolution 4115 details the initial phases of the RFID project and these funds will enable the library to purchase the remaining gates and supplies needed. The total price is to initially be paid from the Library's Fund 13 account with 75% (\$37, 125) being reimbursed to the account via the grant by August 2013.
- \$7,000 for consulting, training, installation fees for library technology to G. T. Key.

I want to place this item on the March 25, 2013 agenda. Please contact me if you have any questions or concerns. Thanks in advance.

AGREEMENT BETWEEN THE ALABAMA PUBLIC LIBRARY SERVICE AND LIBRARY BOARDS OF PUBLIC LIBRARY REGIONS OF ALABAMA

The Alabama Public Library Service agrees to provide, from the funds available under the Library Services and Technology Act, a grant to Vestavia Hills Public Library not to Library Technology and Automation, Project #13-7-8.

PROVIDED:

ADMIN

- 1. The Library is in good standing and is in full compliance with the Alabama Administrative Code regarding the criteria necessary to receive State Aid.
- 2. These funds will be expended to provide library service in accordance with the project application approved by the Alabama Public Library Service which is considered a part of this contract.
- 3. That financial, narrative, interim, and annual reports be submitted in accordance with directions under separate cover. Records shall be kept in such a way that it will be possible for Alabama Public Library Service to determine whether the proposed program of library service is successfully carried out.
- 4. If the grant conditions are not complied with, the Alabama Public Library Service reserves the right to cancel this contract or revise the plan of service.
- 5. The financial records of the library will be made available, on request, to the federal government, Alabama Department of Examiners of Public Accounts, and/or the Alabama Public Library Service. Based upon review of these financial records, an audit of the Library System's records by a licensed certified public accountant may be required to determine the true financial status of the library.
- 6. The Library Board agrees to maintain a grant project record in the form prescribed by the Alabama Public Library Service and retain all records for seven (7) years plus current year after submission of the final financial report to the Alabama Public Library Şervice.
- 7. The Library Board agrees to properly manage all equipment (including replacement equipment) purchased with these funds and will meet the recordkeeping and management standards established by the Alabama Public Library Service.
- 8. The Library Board agrees to abide by and follow (a) all applicable rules and regulations of the U.S. Institute of Museum and Library Services, (b) the Library Services and Technology Act, and (c) the Financial Management and Administrative Policies and Procedures established by the Alabama Public Library Service pertaining to the use of the funds.
- 9. This agreement shall be in effect from the date the agreement is signed by the Director of the Alabama Public Library Service through June 30, 2013. Funds not requested by June 15, 2013 will no longer be available unless the Alabama Public Library Service receives and approves a request for a contract extension. Contract extensions will only be granted in very unusual circumstances.
- 10. The following sections are attached and incorporated into this agreement:
 - a. Civil Rights Certificate
 - b. Debarment and Suspension Certification
 - c Standard Assurances
 - d. Internet Safety Certification

Page 1

11. The Library Board agrees that the appropriate percentage of required matching funds shall be in cash and verifies that the required matching cash is available as of the date this agreement is signed by the Board Chair.

Vestavia Hills Public Library
Library

Challer on New Board Chair

NOTARY CERTIFICATE

Sworn to and subscribed before me this 27 day of Sopher, 20/3

Notary Public & Apply

APPROVED:

Director, Alabama Public Library Service

10/4/12

Date

RECEIVED

ADMIN

CIVIL RIGHTS CERTIFICATE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other Federal financial assistance to library programs or activities from the Institute of Museum and Library Services (IMLS). RECEIVED

The applicant assures that it will comply with:

- 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.
- 2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal assistance.
- 3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
- 4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- 5. All regulations, guidelines, and standards lawfully adopted under the above statutes by the Institute of Museum and Library Services (IMLS).

The applicant agrees that compliance with this Assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contractors. subcontractors, subgrantees or others with whom it arranges to provide services or benefits to its students or employees in connection with its education programs or activities are not discriminating in violation of the above statutes, regulations, guidelines, and standards against these students or employees. In the event of failure to comply, the applicant understands that assistance can be terminated and the applicant denied the right to receive further assistance. The applicant also understands that the Institute of Museum and Library Services (IMLS) may at its discretion seek a court order requiring compliance with the terms of the Assurance or seek other appropriate judicial relief.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this application, and to commit the applicant to the above provisions.

Vestavia Hills Public Library

Visitura Hills, Al 35316 Zip Code

Library

1221 Montgomery High Street Address

September 27, 2012

Civil Rights Certificate (August 2008)

DEBARMENT AND SUSPENSION CERTIFICATION

ASSURANCE OF COMPLIANCE WITH EXECUTIVE ORDER 12549 AND 45 CODE OF FEDERAL REGULATIONS PART 1185.

Debarment is defined in 45 Code of Federal Regulations Part 1185 as "an action taken by a debarring official in accordance with these regulations to exclude a person from participating in covered transactions. A person so excluded is 'debarred'." A debarring official is "an official authorized to impose debarment. The debarring official is either: (1) The [federal] agency head. or (2) An official designated by the [federal] agency head."

The applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other Federal financial assistance to library programs or activities from the Institute of Museum and Library Services.

The authorizing official, on behalf of the applicant, certifies to the best of his or her knowledge and belief that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:
- (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

The person whose signature appears below is authorized to sign this certification, and to commit the applicant to the above provisions.

09/27/12 Date

RECEIVED Printed Name and Title of Authorized Official

Vestavia Hills Public Library

Library

Debarment and Suspension (August 2008)

ADMIN

ALABAMA PUBLIC LIBRARY SERVICE

STANDARD ASSURANCES

The Library hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements imposed by the Institute of Museum and Library Services (IMLS) and the Alabama Public Library Service (APLS) that:

- 1. It has legal authority to apply for, receive and administer the grant through a resolution, motion, or similar action that has been duly adopted or passed by an official act of their governing body.
- 2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as outlined in the attached Civil Rights Certificate.
- 3. It will establish safeguards to prohibit employees and members of the governing or policy-making bodies from making decisions that would directly or indirectly benefit them financially.
- 4. It will establish and maintain fiscal and program controls that will allow for monitoring, examination or auditing of all records that pertain to this grant by the Alabama Public Library Service (APLS), the Comptroller General of the United States, the Alabama Department of Examiners of Public Accounts or a duly designated representative.
- 5. It will maintain such books and records for seven (7) years plus the current year following completion of the grant project.

RECEIVED

Vestavia Hills Public Library
Library

ADMIN.

Standard Assurances Certification (August 2008)

INTERNET SAFETY CERTIFICATION FOR LSTA PROGRAMS PROGRAM YEAR 2012 FUNDS (TO BE SPENT IN FY2013)

i	REC	EIVED

ADMIN

1.	In the period of your contract with APLS (in most cases starting in October, 2012, through
	June 30, 2013) will the library use LSTA funds to purchase computers used to access the
	Internet or to pay for direct costs associated with accessing the Internet?

- 2. Does the library already have in place an Internet safety policy that meets the following requirements (as provided by 20 U.S.C. Section 9134(f)(1))?
 - a. A policy of Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are: (1) obscene; (2) child pornography; or (3) harmful to minors; and the library is enforcing the operation of such technology protection measure during any use of such computers by minors; and
 - b. A policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are: (1) obscene; (2) child pornography; or (3) harmful to minors; and the library is enforcing the operation of such technology protection measure during any use of such computers.

Yes __No

Select appropriate box on next page and complete the signature and notary sections.

INTERNET SAFETY CERTIFICATION FOR LSTA PROGRAMS

PROGRAM YEAR 2012 FUNDS (TO BE SPENT IN FY2013)

1. 4	As its duly authorized representative, I hereby certify that the applicant library will not use PY2012 LSTA funds to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet and that the requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the applicant library.
2.	As its duly authorized representative, I hereby certify that the applicant library will use PY2012 LSTA funds to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet and has complied with the requirements of Section 9134(I)(1) of the Library Services and Technology Act.
RECEIVED	September 27, 2012
STATE OF	ALABAMA
COUNTY C	FJetterson
Subscribed year <u>OOL</u>	and sworn to before me this of day of September, in the Notary Public Notary's commission expires: 10-15-12

Deadine: April 0, 2012

ALABAMA PUBLIC LIBRARY SERVICE FY2013 LSTA GRANT APPLICATION

PRINT AND READ THE INSTRUCTIONS PRIOR TO COMPLETING THIS FORM

Name of library applying (Where a system is administering a member's project, enter and member name)	both the system	E-mail address	of project administrator
Vestavia Hills Library in the Forest		tleslie@bha	am.lib.al.us
Library Address 1221 Montgomery Highway	City Vesta	via Hills	Zip Code + 4 35216-2809
Project administrator Terri Leslie	Phone Number (205) 978-0	155	FAX Number (205) 978-0156

A	Small Library Development.) (You may select one program	per ap	plicati	on. Do not apply for the same program under General and
GEN	ERAL:	ı		
	1. Collection Development (Award cap: \$10,000)			7. Library Vehicles (Award cap: \$90,000)
	2. Cooperative Library Network Planning (Award cap: \$5,000)			8. Micrographic Equipment (Award cap: \$4,500)
	3. Cultural Diversity (Award cap: \$20,000)			9. Services for the Disabled (Award cap: \$15,000)
	4. Digitization of High-Demand Rare Library Materials (Award cap: \$15,000)			10. Services for Those Having Difficulty Using a Library (Award cap: \$20,000)
	5. High-Speed Connectivity (Award cap: \$13,000)			11. Strengthening Communities (Award cap: \$20,000)
\boxtimes	6. Library Technology and Automation (Award cap: \$60,000 for individual / \$150,000 for system)			12. Strengthening Youth and Family (Award cap: \$20,000)
SMA	LL LIBRARY DEVELOPMENT:			
	1. Collection Development (Population 10,000 o	r less) (Awa	ard cap: \$7,000)
	2. Library Technology and Automation (Populat	ion 10	0,000	or less) (Award cap: \$15,000)
	3. Strengthening Youth and Family (Population	10,00	0 or 1	ess) (Award cap: \$5,000)

B. <u>BUDGET SUMMARY</u>: Enter here the budget category totals after you have completed Section E (Budget Information). For non-vehicle grants, the local match grand total must be equal to 25% of the LSTA grand total and project personnel salaries may comprise <u>up to</u> 25% of match. For vehicle grants, the local match grand total must be equal to 100% of the LSTA grand total and must be in cash. Round all figures to the nearest dollar.

BUDGET CATEGORY	LSTA FUNDS	LOCAL MATCH	TOTAL FUNDS
Salaries			
Travel			
Equipment	36,375	12,125	48,500
Supplies			
Contractual	750	250	1000
Library Materials			
GRAND TOTALS	37,125	12,375	49,500

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- C. <u>POPULATION INFORMATION</u>: Enter the <u>name</u> of the county or counties served and the estimated number of persons to be served by this project.
 - 1. County or counties served: <u>Jefferson</u>.
 - 2. Estimated total number of persons to be served by this project: <u>373,500</u>
- D. <u>DISTRICT INFORMATION</u>: Enter the number(s) for each specified district.
 - 1. Congressional District: 6
 - 2. State House District: 47
 - 3. State Senate District: 16
- **E. PROJECT SUMMARY:** Give a <u>brief</u> description of the project including project purpose and objectives. Limit response to 150 words or less.

The goal of this project is to purchase equipment and materials to complete the process of utilizing RFID detection systems at the Library in the Forest (we were able to implement and install Phase 1 utilizing a LSTA grant we were awarded in 2011); specifically, implementing RFID gates at vulnerable areas. Two entry areas are too wide for the current gates in use; one exit is unprotected and requires new installation. This project will complete the security necessary to cover all exits of the library and includes:

- 1 complete gate (3 panels) at Café Iz entrance/exit
- 1 additional panel for Café Iz exit point
- 1 additional panel at Rooftop Garden entrance
- 1 complete gate (3 panels) for Trailhead entrance/exit requires wiring
- Gate Expansion Kit
- Pre-Site Inspection
- Workstation/scanning pads for remaining staff (4)
- F. PROJECT NARRATIVE: Limit response to 1,000 words or less. Narrative should include:

1. Justification:

The Vestavia Hills Library in the Forest has been open and serving the public for just over one year. Patron visits have increased dramatically and circulation has almost doubled. Unfortunately, along with the increase in patronage, theft of library items has become a problem. We recently had one thief steal dvds and blu-rays totaling over \$4,000 over a two week period. He had discovered that we had an exit without security gates and that is how he was able to leave the building. Luckily, he was caught and charged.

The implementation of state-of-the-art technology, specifically RFID, is stated in the Library's Five Year Plan in Objective 8.1: *Investigate and research RFID for use in new facility*. In fulfilling this objective, we realized that the security gates would have to be installed in phases; the incident above emphasizes the need for urgency.

2. Project Planning/Description:

a. Describe the planning for this project. Provide a timeline that includes planning and implementation. Remember, funds are not available before October 1, 2012 and request for final payment must be requested by June 15, 2013.

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This is the final stage of our RFID implementation, therefore much of the groundwork has been completed for this project, i.e., we know the type of gates, tag scanners, and materials needed; quantities, their exact location, what to expect with the actual implementation and approximate cost. We are familiar with the vendor and our sales representative. The project is an addition to our current system utilizing 3M products and we will not have to go through the state bid process, which will save a significant amount of time.

August/September 2012 Schedule pre-installation inspection

October Place order for gates, pedestals, antennae, and supplies

Schedule installation

October/November Installation

b. List goals and objectives of the project. What do you plan to do, and how will you do it? Give specific information about the types of activities or resources this grant will make available.

Goal: Prevent theft/loss by securing remaining areas of vulnerability within current RFID system *Objective*: Implement installation of RFID security gates as soon as possible *Objective*: Maintain consistent communication with vendor throughout installation process

Goal: Improve patron service so that patrons no longer have to be sent to Circulation Desk to resolve problems arising at self-checkouts located throughout the library.

Objective: Provide RFID conversion pads/readers to remaining staff members that did not receive the pads during Phase 1 of our transition to a RFID system.

c. Provide a list of the project personnel, their duties for this project and qualifications as they relate to the project.

Our Technical Services staff member Carolyn Key and one part-time clerk will coordinate the installation. Mrs. Key was responsible for the initial RFID transition and has worked at VHPL for more than thirty years; she has also handled computer maintenance for more than ten years.

d. Will there be institutional partners? What role will each of the partners play? Include a letter of support from each partner.

No partnering is necessary for this project.

e. What are the expected outcomes and how do they relate to the need? (For example, how will the project affect the skills, attitude, knowledge, behavior, and/or life condition of your patrons?)

Eliminating our vulnerable areas due to lack of security gates will cut costs due to actual replacement cost of item as well as time spent by staff:

- Searching for item(s)
- · Reviewing video security footage
- Filing reports and dealing with legal issues/requirements
- Ordering and reprocessing items
- Locking/unlocking security cases security locks can be removed from media collection
- Supplies for reprocessing

(Continued)

PIAULS LIGHT GRANT ALL LICATION

- Placing reserves for patron due to unavailability of item, which involves two libraries handling the item plus transport via courier
- With addition of conversion pads and scanners, staff members can process materials and assist patrons without sending them to the main Circulation Desk.

These costs, in addition to the inconvenience to patrons, affect the bottom line. The time and costs required to secure the media collection and manage lost items will be better spent on improving the library's collections, resources, and patron services.

f. How will the targeted audience participate in or use this project? How will you publicize this project?

Information concerning RFID upgrades will be shared with local news media.

3. Evaluation/Continuation:

a. Describe what tool(s) or method(s) you will use to evaluate the project.

Loss prevention and productivity gains can be evaluated using comparative statistics such as lost items and item replacement reports.

b. State whether the project will be continued with local funds when the grant period has ended and describe the provisions for continuing of services. If the project will not be continued, explain why.

Local funds will be used for purchase of RFID supplies for all future growth of collections. Also, local funds will be used for any future RFID resources or components (tags, metrics, software, etc.).

F 14013 LOTA GRAITT ATTLICATION

- G. <u>BUDGET INFORMATION</u>: If more budget lines are needed: (1) position your mouse pointer in the right margin at the end of an existing line, outside the table, (2) click the left button on your mouse, and (3) press "Enter". <u>Round all figures to the nearest dollar</u>. Enter the totals for each category in section B, Budget Summary, on page 1.
 - 1. Salaries: Only project-related salaries for non-Library Vehicle projects may be used for 25% of required local match amount. **Add more lines as needed.**

PROJECT-RELATED TASKS	LSTA FUNDS	LOCAL MATCH	TOTAL FUNDS
TOTALS	\$	\$	\$

2. Travel: All LSTA eligible travel must be directly related to furthering the purpose of this project. <u>Add</u> <u>more lines as needed</u>.

TRIPS FROM/TO	LSTA FUNDS	LOCAL MATCH	TOTAL FUNDS
TOTALS	\$	\$	\$

- 3. Equipment: Describe all equipment (including hardware and software) to be purchased for the project. If an individual item costs \$5,000 or more, its technical specifications must be attached to the signature page. **Add more lines as needed.**
- X Check this box to indicate that the specifications, if required, have been attached to the signature page.

EQUIPMENT ITEMS	LSTA FUNDS	LOCAL MATCH	TOTAL FUNDS
9102 BC Gate (1 set)	13,500	4,500	18,000
9102 BM Gate (1 set)	12,375	4,125	16,500
9101 BC to 9102 BC Expansion Kit	3,000	1,000	4,000
Data cable and installation (for new installation on lower level)	750	250	1,000
896 Staff Workstation (scanner pad) (4)	6,000	2,000	8,000
Micrologic Barcode Scanners for Workstations (4)	750	250	1,000
TOTALS	36,375	12,125	48,500

4. Supplies: Include all supplies to be purchased for the project. Add more lines as needed.

SUPPLY ITEMS	LSTA FUNDS	LOCAL MATCH	TOTAL FUNDS
TOTALS	\$	\$	\$

FY2011 LSTA GRANT APPLICATION: GENERAL & SLD

<i>J</i> .	lines as need		includes	SCI VICES	пош	a company	or agency,	Sucii as	s training.	Add more
5.	Contractual:	Contractual	includes	services	from	a company	or agency.	such as	s training.	Add more

TOTALS	750	250	1000
Pre-Site Inspection	750	250	1000
SERVICES PROVIDED	LSTA FUNDS	LOCAL MATCH	TOTAL FUNDS

6. Library Materials: List by subject and format categories. List quantities and average unit costs. Unit costs may include preprocessing packets. Add more lines as needed.

MATERIAL TYPES	QTY	UNIT COST	LSTA FUNDS	LOCAL MATCH	TOTAL FUNDS
TOTALS		<u> </u>	\$	\$	\$

H.	CHILDREN'S	INTERNET	PROTECTION	ACT: A	All applicants	must	answer	the	following
	question:			_					

⊠ No

Yes

Will federal funds be used in this project 1) to purchase computers used by a public library or a public school library to access the Internet or 2) to pay for direct costs associated with a public library or a public school library accessing the Internet?

I.	<u>COLLECTION DEVELOPMENT</u> : To be completed only by applicants for the program, "Collection Development". Check one or more of the target population categories:
	1) children and youth at risk, 2) older adults, 3) persons with disadvantages, 4) persons who are institutionalized, 5) persons with limited literacy or English language skills, 6) persons in under-served areas.
	Enter the regular local funds for library materials in FY2010 and FY2011, and enter the projected regular local funds for library materials for FY2012 and FY2013.
	FY2010: \$ FY2011: \$ FY2012: \$ FY2013: \$

J.	LETTERS FROM SYSTEM AND NETWORK DIRECTORS : Required only for members of public
	library systems and/or cooperative library networks (see the instructions).

Present collection size (use the materials definitions used for your annual APLS statistical report):

Printed book volumes: _____ Video recordings: ____ Audio materials: ____

Check this box to indicate that copies of the letter(s) if required above have been attached to the signature page.

K. <u>PARTNERING LIBRARIES OR AGENCIES</u>: If you are partnering with one or more libraries or agencies, enter the number below. If not, skip this section.

Number	Type or Kind	Number	Type or Kind
	Public Libraries		Academic/College
	Schools		Other

List all partnering agencies, indicating the type or kind. Include the name, address and phone number of each:

Attach their endorsement letters to the signature page.

- Check this box to indicate that copies of the letter(s) if required above have been attached to the signature page.
- If applicable, (1) show how cash-sharing arrangements and formulas were developed, and (2) show the anticipated budget expenditures by each library or agency:

L. STATE AID COMPLIANCE CHECKLIST:

- X Current State Aid contract on file at APLS
- X Current by-laws on file at APLS
- X Current policy and procedures manual on file at APLS
- X Current list of Board of Trustees on file at APLS
- X Current Five-Year Plan on file at APLS
- X Current statistical report on file at APLS
- X Current audit or financial statement on file at APLS

- M. <u>AUTHORIZATION OF REQUEST</u>: We, the undersigned, (1) understand the conditions and requirements set forth in the "Federal Public Library Programs" section of the Alabama Public Library Service Administrative Code effective April 22, 2010, (2) on behalf of the state agency or city and/or county governments which support this library, agree to adhere to them, and (3) certify that this application has been approved by the Board of Trustees of the Library or, if a library agency or department, by the appropriate governing authority. We understand the following conditions:
- Failure to include required information in the application or failure to submit any required attachments with the signed signature page of the application may cause the application to not be funded.
- To be on time the application(s) must be submitted by email to kralya@apls.state.al.us by April 6, 2012 and one (1) paper application with original signatures and any required attachments must also be submitted (postmark deadline: April 6, 2012). Send to: LSTA Grants, ATTN: Kelyn Ralya, 6030 Monticello Dr., Montgomery, AL 36130. A faxed signature page or attachments shall not be accepted.

Library:	Grant Program:
(Signed)	
Project administrator	Date
Printed Name:	
(Signed)	
Library director	Date
Printed Name:	
(Signed)	
Governmental official authorized to receive	Date
and disburse funds, if different from the abo	
Printed Name:	
(Signed)	
Chair or Vice-Chair, Board of Trustees	Date
Printed Name:	

APPENDIX A: FOR LIBRARY TECHNOLOGY AND AUTOMATION APPLICATIONS ONLY

N. TECHNOLOGY INFORMATION:

Yes	No
	M
18	M
	H
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puter dea	ıler,
- 1	Yes Taff mem puter dea

Table 2 Equipment	Number currently in place	Number LSTA project will place	Total number in place by end of project
PCs used by the public	39	0	39
PCs used by staff only	26	0	26
Total PCs (public and staff)	65	0	65
Printers	12	0	12
Servers	16	0	16
Other (Identify):		0	10
			0

Table 3 Connection, Network, and Software Information	Libra ha	Will project place?		
Dogio dial in a di	Yes	No	Yes	No
Basic dial-in connection				\boxtimes
DSL/Cable		П	Ħ	X
T1 connection		Ħ	Ħ	X
Other connections (Identify):		Ħ	Ħ	X
Metro Ethernet	T i	Ħ	Ħ	Ħ
Local area network		Ħ	Ħ	X
Wide area network		X	Ħ	X
Public access catalog software		Ħ	Ħ	X
Web catalog software	N	H	Ħ	X
Cataloging software	IX	H	H	X
Circulation software		H	ᆔ	X
Other software (Identify):		X	H	X
			ĦΠ	X

The LSTA rules require that an applicant for a Library Technology and Automation grant include a diagram or diagrams of the proposed overall network configuration. Attach one (1) copy of the diagram or diagrams to the signature page. See the instructions for more information.

Check this box to indicate that the diagram (or diagrams) as required above has been attached to the signature page.

APPENDIX B: FOR LIBRARY VEHICLE APPLICATIONS ONLY

O. PROPOSED USES OF VEHICLE AND VEHICLE DESCRIPTION:

1. What is the estimated number of years the vehicle will remain in service?
2. Will the vehicle be used <u>exclusively</u> to provide direct personal services to patrons?
Yes No If yes, please answer the following:
a. How will direct personal services be provided?
b. What is the average number of hours per week that the vehicle will be used for direct service to patrons?
3. Will the vehicle be used <u>exclusively</u> for the transport of library materials between library buildings or between other buildings in which patrons are served (with no direct personal services to patrons from the vehicle)?
Yes No If yes, please answer the following:
a. How will the vehicle be used for transporting library materials between buildings?
b. What is the average number of hours per week that the vehicle will be used for the transportation of library materials?
4. Will the vehicle be used for the dual purpose of (1) providing direct personal services to patrons and (2) transporting library materials between library buildings or between other buildings in which patrons are served (with no direct service to patrons from the vehicle)?
Yes No If yes, please answer the following:
a. How will direct personal services to patrons be provided?
b. What is the average number of hours per week that the vehicle will be used for direct service to patrons and for transportation of library materials?
Direct service: Transportation of materials:
c. How will the vehicle be used for transporting library materials between buildings?
5. Describe the specifications of the proposed vehicle and its equipment:
Provide photograph(s) or drawing(s) of the proposed vehicle:
☐←Check this box to indicate that photograph(s) or drawing(s) have been attached to the signature page.

6.

RESOLUTION NUMBER 4428

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE MOBILE DATA TERMINALS (M.D.T.'S) FOR THE POLICE DEPARTMENT

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

- The City Manager is hereby authorized to accept the State Bid for the purchase of 16
 Fujitsu computers with e-citation to be used in the Police Department for the in-car
 computers; and
- 2. Funding for the computers shall be expensed to the General Fund; and
- 3. This Resolution Number 4428 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk

VESTAVIA HILLS POLICE DEPARTMENT

To: Acting City Manager St John

MEMO

From: Chief Dan Rary

Date: 15 March 2013

Re: Mobile Data Terminals (M.D.T.'s)

I am requesting a resolution for first read on the next City Council Agenda authorizing the purchase of 16 new computers with e-citation before the switch to Shelby County. There is a 30-45 day delivery estimate from time of purchase.

The costs of this project with all components including installation, printers, mounts and a 3-year no fault replacement warranty are as follows.

16 Fujitsu computers with e-citation - \$58,633.00 (Purchase)

16 Fujitsu computers with e-citation - \$20,016.55 per year (estimated) on 36 month lease. (Total payments-\$60,049.65)

Mr. Turner recommends purchasing the computers from capital funds.

Rocommed of 3/15/13

Issue: As part of the switch to Shelby County 911, we are required to use Intergraph Mobile software for our incar computers. We were advised by Shelby County that they are upgrading the software prior to the switch. The new software does not support Windows XP which is the current operating system for our in-car computers. Due to the age, inadequate memory, and problems we are having with the current computers, it is not recommended that we attempt to upgrade them to Windows 7. We were not made aware of this until a meeting with Shelby County on Wednesday, February 27.

Background: We have had Data Lux computers in our vehicles for about 4 years and had been planning to begin replacement in the upcoming budget year. These computers are vital tools for the Patrol Officers. They give the Officer immediate access to his call information as well as calls assigned to other Officers. They can also run vehicles, tags, guns, driver's licenses and persons by name through N.C.I.C. returns on individuals ran through the system also return a photo of the person for immediate identification. This is important for Officer safety when they run individuals who may be dangerous and giving false information to avoid being identified.

Discussion: While Shelby County has agreed to absorb the cost of providing the mobile software, we will be responsible for providing computers for the Patrol vehicles that meet the specs to run the software. Without these computers, we would severely reduce the information available to our Officers. We are proposing that we buy or lease 16 new computers with e-citation before the switch to Shelby County.

The costs of this project with all components including installation, printers, mounts and a 3-year no fault replacement warranty are as follows.

16 Fujitsu computers with e-citation - \$58,633.00 (Purchase)

16 Fujitsu computers with e-citation - \$20,016.55 per year on 36 month lease. (Total payments-\$60,049.65)

Mr. Turner recommends purchasing the computers.

Replacing with Data Lux computers would be approximately \$80,000.

Conclusion: In summation, while this is an unexpected expense, the replacement of computers and utilizing of e-citation was to be requested in our next budget. This is vital equipment for our patrol Officers and a necessary component for N.C.I.C., video camera functions and e-citation.

VESTAVIA HILLS POLICE DEPARTMENT

To: Chief St. John MEMO

From: Deputy Chief Holcomb

Date: 21 March 2013

Re: Mobile Data Terminals (M.D.T.'s)

I am requesting a resolution for first read on the next City Council Agenda authorizing the purchase of 16 new computers with e-citation before the switch to Shelby County. There is a 30-45 day delivery estimate from time of purchase.

The costs of this project with all components including installation, printers, mounts and a 3-year no fault replacement warranty are as follows.

16 Fujitsu computers with e-citation - \$58,633.00 (Purchase)

16 Fujitsu computers with e-citation - \$20,016.55 per year (estimated) on 36 month lease. (Total payments-\$60,049.65)

Mr. Turner recommends purchasing the computers from capital funds. If approved, the computers will be purchased from Pinnacle Networx from State contracts T-532 and T-020.

RESOLUTION NUMBER 4429

A RESOLUTION CHANGING THE CITY COUNCIL MEETING SCHEDULED FOR MONDAY, MAY 27, 2013 TO WEDNESDAY, MAY 29, 2013 IN LIEU OF THE MEMORIAL DAY HOLIDAY

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

- The regularly scheduled meeting of the Vestavia Hills City Council scheduled for Monday, May 27, 2013 is hereby changed to Wednesday, May 29, 2013 in lieu of the Memorial Day holiday; and
- 2. This Resolution Number 4429 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk **RESOLUTION NUMBER 4430**

A RESOLUTION APPROVING ALCOHOL LICENSE

FOR VESTAVIA SHELL LLC D/B/A VESTAVIA SHELL; SAEED M. SALEH, YASSEN SAEED

MUTHANNA ALI AND AHMED ALI MUTHANA,

EXECUTIVES

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves

the alcohol license for Vestavia Shell LLC d/b/a Vestavia Shell, located at 728

Montgomery Highway, Vestavia Hills, Alabama, for the off-premise sale of 050 - Retail

Beer and 070 - Retail Table Wine; Saeed M. Saleh, Yassen Saeed Muthanna Ali and

Ahmed Ali Muthana, executives.

APPROVED and ADOPTED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr.

Mayor

ATTESTED BY:

Rebecca Leavings City Clerk

INTEROFFICE MEMORANDUM

DATE:

April 1, 2013

TO:

Dan Rary, Acting Police Chief

FROM:

Rebecca Leavings, City Clerk

RE: Alcohol License Request – 050-Retail Beer and 070 - Retail

Table Wine

Please find attached information submitted by Saeed M. Saleh, Yassen Saeed Muthanna Ali and Ahmed Ali Muthana who request an alcohol license to sell 050-Retail Beer and 070 - Retail Table Wine at the Vestavia Shell LLC d/b/a Vestavia Shell,728 Montgomery Highway , Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 8th day of April, 2013 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20120823131718633

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: VESTAVIA SHELL Filing Fee: \$100.00

Transfer Fee: Applicant: VESTAVIA SHELL LLC

Location Address: 728 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

Mailing Address: 728 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

Tobacco Vending Machines: 0 County: JEFFERSON Tobacco sales: YES

Sale of Products Containing Ephedrine: NO Type Ownership: LLC

Book, Page, or Document info: LR201210 13799 Do you sell Draft Beer: N

Date Incorporated: 01/20/2012 State incorporated: AL County Incorporated: JEFFERSON

Alabama State Sales Tax ID: R008020095 Date of Authority: 01/20/2012

Date and Place of Birth: Residence Address: Name: Title:

SAEED M SALEH	MEMBER	12/25/1985	4853 WOOD SPRINGS LN
7488062 - AL		YEMEN	HOOVER, AL 35226
YASSEN SAEED MUTHANNA ALI	MEMBER	12/29/1987	4853 WOOD SPRINGS LN
7787060 - AL		YEMEN	HOOVER , AL 35226
AHMED ALI MUTHANA	MEMBER	10/25/1959	133 PINE ROCK LANE
8117636 - AL		YEMEN	HOOVER, AL 35226

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

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

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

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

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

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

Contact Person: AHMED MUTHANA

Fax:

Business Phone: 205-822-9999

Home Phone: 205-985-5233 Cell Phone: 202-460-1113

E-mail: AHMUTSALEH@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: AUSTIN VESTAVIA SHELL

Applicant: HLS ENTERPRISES INC

Previous License Number(s)

License 1: 001004637

License 2:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



Confirmation Number: 20120823131718633



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

Name of Property owner/lessor and phone number: THE MCPHERSON COMPANIES INC

205-661-4400

What is lessors primary business? OIL COMPANY

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

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

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

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

Building Dimensions Square Footage: 1200 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: ONE STORY License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 10 Nearest: 1

Nearest school: 4 blocks Nearest church: 4 blocks Nearest residence: 3 blocks

Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
			=



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20120823131718633

Signature page

Initial each	Signature page			
970	In reference to law violations, I attest to the truthfulness of the responses given within the application.			
7956	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within			
4	the application.			
SID	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be			
	refunded the filing fee required by this application.			
	In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and			
	regulations concerning this class of license, and to observe the special terms and conditions as indicated			
	within the application.			
	In reference to the Club Application information, I attest to the truthfulness of the responses given			
	within the application.			
	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the			
H	attached transfer agreement.			
70	In accordance with Alabama Rules & Regulations 20-X-501(4), any social security number disclosed			
	under this regulation shall be used for the purpose of investigation or verification by the ABC Board			
1	and shall not be a matter of public record.			
AD	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully			
	observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama,			
	Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.			
	The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations			
	promulgated by the board relative to all alcoholic beverages received in this State. The undersigned,			
	if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of			
	the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of			
	the State, County or Municipality in which the license premises are located to enter and search without			
	a warrant the licensed premises or any building owned or occupied by him or her in connection with			
	said licensed premises. The undersigned hereby understands that he or she violate any provisions of the			
	aforementioned laws his or her license shall be subject to revocation and no license can be again issued			
	to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of progration and no deletion or disposition and agrees that no changes			
	in the manner of operation and no deletion or discontinuance of any services or facilities as described in this			
1	application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.			
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true			
	and correct, and that the applicant is the only person interested in the business for which the license			
	41			
Applicant N	THE WOOD A A MILLIAN STATE OF THE STATE OF T			
	Alan Service S			
Signature of	f Applicant;			
	1 slanding MINSON			
Notary Nam	ne (print):			
Notary Sign	ature: Commission expires: 1-9-19			
Annliastic-	Tokon 9:73-12 Ann Inv. Completed: Formulad to District Office			
Application Taken: App. Inv. Completed: Forwarded to District Office: Received from Local Government:				
Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:				
Accepted III	District Office. Reviewed by Supervisor. Por warded to Central Office.			

RESOLUTION NUMBER 4431

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE NATIONAL BANK OF COMMERCE.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- 1. That the National Bank of Commerce be, and hereby is, designated as the depository of the City of Vestavia Hills Capital Projects Reserve Account and Money Market Reserve Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.
- 2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr. Mayor

Rebecca Leavings City Clerk

Melvin Turner, III

Finance Director/City Treasurer

- 3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.
- 4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Clerk and City Treasurer in this corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4431 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of April 8, 2013 and shall remain in full force and effect until it shall have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. 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 8th day of April, 2013, 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 ______, 2013.

Rebecca Leavings City Clerk

RESOLUTION NUMBER 4435

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE SOUTHPOINT BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- 1. That the SouthPoint Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Contractors Surety Account, Warrant Funds Account and the Library Capital Project Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.
- 2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.

Mayor

Rebecca Leavings City Clerk

presumed to be legally binding upon this corporation.

Melvin Turner, III

Finance Director/City Treasurer

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Clerk and City Treasurer in this corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

Resolution Number4435

Page 3

5. Any and all resolutions heretofore approved and adopted by the City Council

of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4435 are

hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this

municipality as of April 8, 2013 and shall remain in full force and effect until it shall

have been rescinded and written notice of such recession under the corporate seal have

been delivered to said bank.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. 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 8 th day of April, 2013, 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 ______, 2013.

Rebecca Leavings City Clerk

SEAL

RESOLUTION NUMBER 4436

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE WELLS FARGO BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- 1. That the Wells Fargo Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Transport Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.
- 2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.

Mayor

Rebecca Leavings City Clerk

Melvin Turner, III

Finance Director/City Treasurer

- 3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.
- 4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Clerk and City Treasurer in this corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

Resolution Number4436

Page 3

5. Any and all resolutions heretofore approved and adopted by the City Council

of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4436 are

hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this

municipality as of April 8, 2013 and shall remain in full force and effect until it shall

have been rescinded and written notice of such recession under the corporate seal have

been delivered to said bank.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

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 8th day of April, 2013, 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 ______, 2013.

Rebecca Leavings City Clerk

SEAL

RESOLUTION NUMBER 4434

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE REGIONS BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- 1. That the Regions Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Special Court Account, Pooled Cash and Payroll Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.
- 2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr. Mayor

Rebecca Leavings City Clerk

-

presumed to be legally binding upon this corporation.

Melvin Turner, III

Finance Director/City Treasurer

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Clerk and City Treasurer in this corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

Resolution Number4434

Page 3

5. Any and all resolutions heretofore approved and adopted by the City Council

of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4434 are

hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this

municipality as of April 8, 2013 and shall remain in full force and effect until it shall

have been rescinded and written notice of such recession under the corporate seal have

been delivered to said bank.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

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 8th day of April, 2013, 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 ______, 2013.

Rebecca Leavings City Clerk

SEAL

RESOLUTION NUMBER 4432

A RESOLUTION AMENDING RESOLUTION NUMBER 4361 AND CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE PINNACLE BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- 1. That the Pinnacle Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Library Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.
- 2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any one (1) of the following [two (2) if any single transaction is in excess of \$1,000], whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.
Mayor
·
Pahaga Lagyings
Rebecca Leavings City Clerk
City Cicik
Melvin Turner, III
Finance Director/City Treasurer
Taneisha Young-Tucker
Library Director
Dr. Jimmy Bartlett
Chair, Vestavia Hills Library Board
, , , , , , , , , , , , , , , , , , ,
Jason Gardner
Vice Chair, Vestavia Hills Library Board

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other

obligations to it as hereinbefore provided, and all such transactions shall be conclusively

presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the

said bank a certified copy of this resolution under the corporate seal of this corporation

and shall also file with the said bank a certified list of the persons at the present time

holding offices of Mayor, City Clerk and City Treasurer in this corporation, and it shall

be conclusively and presumed that the persons so certified as holding such offices

continue respectively to hold the same until the said bank is otherwise notified in writing

by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council

of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4432 are

hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this

municipality as of April 8, 2013 and shall remain in full force and effect until it shall

have been rescinded and written notice of such recession under the corporate seal have

been delivered to said bank.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Resolution Number4432
$P_{age} \Delta$

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 8th day of April, 2013, 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 _______, 2013.

Rebecca Leavings City Clerk

SEAL

RESOLUTION NUMBER 4433

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE REGIONS BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- 1. That the Regions Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Court Bond Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.
- 2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any one (1) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr. Mayor Rebecca Leavings City Clerk Melvin Turner, III Finance Director/City Treasurer Nancy Chadbourne Court Clerk/Magistrate Margean Cummings Magistrate Melanie Higgins

Court Clerk

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

Resolution Number4433

Page 3

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the

said bank a certified copy of this resolution under the corporate seal of this corporation

and shall also file with the said bank a certified list of the persons at the present time

holding offices of Mayor, City Clerk and City Treasurer in this corporation, and it shall

be conclusively and presumed that the persons so certified as holding such offices

continue respectively to hold the same until the said bank is otherwise notified in writing

by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council

of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4433 are

hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this

municipality as of April 8, 2013 and shall remain in full force and effect until it shall

have been rescinded and written notice of such recession under the corporate seal have

been delivered to said bank.

ADOPTED and APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr.

Mayor

ATTESTED BY:

Resolution Number4433
Page 4

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 8th day of April, 2013, 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	day of	, 2013.	

Rebecca Leavings City Clerk

SEAL

ORDINANCE NUMBER 2440

AN ORDINANCE PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF IN SHELBY COUNTY.

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

SECTION ONE - TAX LEVY: Taxes are levied for the City tax year commencing on the first (1st) day of October, 2013, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2014, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of value of such property;
- B. A tax for Public School purposes of Two and 56/100 Dollars (\$2.56) on each One
 Hundred Dollars (\$100.00) of value of such property;
- C. In summary, the aggregate local millage for general County purposes and Local School District tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred (\$100.00) of the value of such property;
- D. The local millage for the City accounting purposes shall be allocated as follows:

1.0275
1.0275
0.3150
2.5600

Total 4.9300

SECTION TWO - SHELBY TAX LEVY: Taxes are hereby levied for the City tax year commencing on the first day of October, 2013, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2014, as follows:

- A. A tax of Fifty Cents (\$0.50) on each One Hundred Dollars (\$100.00) of the value of such property for general fund purposes;
- B. A tax of One Dollar and Sixty Cents (\$1.60) on each One Hundred Dollars (\$100.00) of the value of such property for school districts;
- C. A tax of Twenty-five Cents (\$0.25) for each One Hundred Dollars (\$100.00) of the value of such property for roads and bridges;
- D. In summary, the aggregate County millage for general municipal purposes, local school districts, and road and bridges is Two and 35/100 Dollars (\$2.35) per One Hundred Dollars (\$100.00) of the value of such property.

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Shelby County, Alabama, should amount to Seven and 93/100 Dollars (\$7.93) which shall consist of the following millages:

State of Alabama	0.650
Shelby County	0.500
Shelby County School District	1.600
Shelby County Road and Bridge	0.250
Local General Municipal Purpose Tax	2.055
Special Local School District Tax	2.560

Ordinance Number 2440 Page 3

West Elementary Warrants

0.315

Total

7.930

SEVERABILITY: The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

EFFECTIVE DATE: This Ordinance shall become effective immediately upon its adoption and approval.

ADOPTED AND APPROVED this the 8th day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2440 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 April, 2013, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _______, 2013.

ORDINANCE NUMBER 2441

AN ORDINANCE TO AMEND ORDINANCE 2410 PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF.

WITNESSETH THESE HISTORICAL RECITALS:

WHEREAS, prior to November 15, 1982, the ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Eight and 21/100 Dollars (\$8.21), which consisted of the following amounts:

1.	State of Alabama: Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property.	\$ 0.65
2.	<u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	1.35
3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.82
4.	Special School District Tax: Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.96
5.	Special District Tax: Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55
6.	Local General Municipal and Special Local School District Taxes: Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	 3.88
	TOTAL	\$ 8.21

and;

WHEREAS, prior to November 15, 1982, the aggregate locally approved millage for general municipal purposes and local school district taxes of 38.8 mills (being at the rate of \$3.88 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	10.275
Garbage Collection	10.275
West Elementary - Warrants	3.150
High School and Operations	<u>15.100</u>

TOTAL 38.800 and;

WHEREAS, all real property in the City of Vestavia Hills, Alabama, has been reappraised; and

WHEREAS, the Tax Assessor of Jefferson County in 1982 certified to the City of Vestavia Hills that total assessed value increased from \$42,983,320.00 in 1981 to \$63,427,627.00 in 1982; and

WHEREAS, the City of Vestavia Hills, Alabama, pursuant to the authority granted by Constitutional Amendment Number 373 (Lid Bill) of the Constitution of Alabama 1901, adopted Ordinance Number 633 on November 15, 1982, which reduced the ad valorem tax rate by 7.8 mills (\$0.78 per \$100.00 of assessed value). Following the enactment of Ordinance Number 633, the total millage rate consisted of the following separate taxes:

1.	State of Alabama: Sixty-five cents on each One	\$ 0.65
	Hundred dollars (\$100.00) of assessed value of	
	such property.	

2. <u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.

3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assess value of such property.	0.82
4.	Special School District Tax: Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.96
5.	Special District Tax: Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55
6.	Local General Municipal and Special Local School District Taxes: Three and 10/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	 3.10
	TOTAL	\$ 7.43

After the adoption of Ordinance Number 633, the aggregate locally approved millage for general municipal purposes and local school district taxes of 31.0 mills (being at the rate of \$3.10 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	0.821
Garbage Collection	0.821
West Elementary - Warrants	0.252
High School and Operations	<u>1.206</u>

TOTAL 3.100 and;

WHEREAS, the Vestavia Hills Board of Education unanimously adopted a resolution requesting that the ad valorem tax millage for education purposes be returned to the pre-November 15, 1982, rates by reinstating the 3.7 mills (.37 per \$100.00 of assessed value) as follows:

West Elementary Warrants from 2.52 to 3.15 High School & Operations from 12.06 to 15.10; and

WHEREAS, said resolution was presented to the City Council on February 4, 1985; and

WHEREAS, a public hearing was held on February 11, 1985, on the issue of whether or not to reinstate the 3.7 mills for the benefit of the Vestavia Hills Board of Education; and

WHEREAS, the Vestavia Hills Board of Education has requested the City Council to return the ad valorem millage tax rates that affect the Vestavia Hills School System to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating Thirty-Seven Cents (\$0.37) on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

- 1. The 12.06 High School mills (\$1.206 on each \$100.00 of assessed value) be adjusted to 15.1 mills (\$1.51 on each \$100.00 of assessed value).
- 2. The 2.52 West Elementary mills (\$0.252 on each \$100.00 of assessed value) be adjusted to 3.15 mills (\$0.315 on each \$100.00 of assessed value); and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, agreed to approve the request of the Board of Education by reinstating the 3.7 mills (\$0.37 per \$100.00 of assessed value). The City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 744 on February 18, 1985, which said Ordinance provided, among other things, as follows:

- 1. Reinstatement of 3.7 mills (0.37 on each One Hundred dollars of assessed value).
- 2. Established that the aggregate local millage for general municipal purposes and local school district tax rates are Three and 47/100 Dollars (\$3.47) per One Hundred Dollars (\$100.00) of the assessed value of said property.
- 3. That the \$3.47 local millage consists of the following:

(a)	General Municipal Purposes	0.823
(b)	Garbage Collection	0.823

(c) West Elementary - Warrants(d) High School and Operations1.510

High School and Operations 1.510 TOTAL 3.470 and; 4. The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Alabama, shall amount to Seven and 80/100 Dollars (\$7.80) and shall consist of the following:

State of Alabama	\$	0.65
Jefferson County		1.35
Jefferson County Schools		0.82
Special School District Tax		0.96
Special School District Tax		0.55
Local General Municipal Purpose	Tax	1.96
Special Local School District Tax		<u>1.51</u>

TOTAL \$ 7.80

WHEREAS, the City Council of the City of Vestavia Hills subsequently desired to return the millage tax rates that affect the General Fund to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating (4.1 mills) forty-one cents on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

- 1. The 8.23 General Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).
- 2. The 8.23 Garbage Collection Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).

The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value property in the City of Vestavia Hills, Alabama, shall amount to Eight Dollars and 21 Cents (\$8.21) and shall consist of the following:

- 1. <u>State of Alabama:</u> Sixty-five cents on each One \$ 0.65 Hundred dollars (\$100.00) of assessed value of such property.
- 2. <u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- 3. <u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of

the asses	s value	of such	property.
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	TOTAL	\$ 8.21
	property.	
	(\$100.00) of the assessed value of such	
	Dollars on each One Hundred Dollars	
	School District Taxes: Three and 88/100	
6.	Local General Municipal and Special Local	3.88
	I 10 1M '' 1 10 '1I 1	2.00
	assessed value of such property.	
	One Hundred Dollars (\$100.00) of the	
J.	· · ·	0.55
5.	Special District Tax: Fifty-five cents on each	0.55
	the assessed value of such property.	
	on each One Hundred Dollars (\$100.00) of	
••	÷	0.70
4.	Special School District Tax: Ninety-six cents	0.96

WHEREAS, on May 4, 1987, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 901, which established the ad valorem tax rate of Eight and 21/100 Dollars (\$8.21) per One Hundred Dollars (\$100.00) of assessed value as shown in the schedule immediately above; and

WHEREAS, a referendum was held in the City of Vestavia Hills, Alabama, on Tuesday, May 8, 1990, at which election the qualified electors of the city voted on the following issue:

TEN AND ONE-HALF MILL TAX INCREASE IN VESTAVIA HILLS, ALABAMA, FOR PUBLIC SCHOOL PURPOSES

Shall the ad valorem tax presently being levied in the City of Vestavia Hills, Alabama, pursuant to provisions of the Constitution and the laws of the State of Alabama, including the election held in the City on April 28, 1970, at the rate of One Dollar and Fifty-one Cents on each One Hundred Dollars worth of taxable property in the City be increased to the rate of Two Dollars and Fifty-six Cents on each One Hundred Dollars worth of taxable property in the City (an increase of One Dollar and Five Cents on each One Hundred Dollars worth of taxable property, or ten and one-half mills); such additional ten and one-half mill tax to be levied and collected for each year beginning with the levy for the tax year October 1, 1989, to

September, 1990 (the tax for which year will be due and payable October 1, 1990) and ending with the levy for the tax October 1, 2016, to September 30, 2017 (the tax for which year will be due and payable October 1, 2017) and to be used by the City Board of Education of the City of Vestavia Hills for public schools purposes?

 For Proposed Taxation
 Against Proposed Taxation

The majority of the qualified electors voted "For Proposed Taxation". The specific totals were:

For Proposed Taxation 3,097 Against Proposed Taxation 3,065

Following the referendum vote on May 8, 1990, the aggregate ad valorem tax rate on each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Nine and 26/100 Dollars (\$9.26) and consisted of the following millages:

1.	State of Alabama \$	0.650
2.	Jefferson County	1.350
3.	Jefferson County Schools	0.820
4.	Special School District Tax	0.960
5.	Special School District Tax	0.550
6.	Local General Municipal Purpose Tax	2.055
7.	Special Local School District Tax	2.560
8.	West Elementary	0.315

TOTAL \$ 9.260

On August 27, 1991, the voters of the City of Vestavia Hills, Alabama, elected to renew the 8.2 mill Jefferson County School ad valorem tax.

On April 28, 1992, the voters of the City of Vestavia Hills, Alabama, elected to renew the 5.5 mill Special School District ad valorem tax.

On May 3, 1993, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 1353, levying ad valorem taxes at the rate of \$9.26 per \$100.00 of assessed value on real and personal property located within the City for the period beginning October 1, 1993, and ending September 30, 1994.

On October 26, 1993, the voters of the City of Vestavia Hills, Alabama, voted in favor of a 9.6 mill increase of the 5.5 mill ad valorem tax (under Section 2 of Amendment 3, sometimes referred to as Amendment Number 3, Three Mill District Tax) to 15.1 mills.

Because of the 9.6 mill increase of the 5.5 mill ad valorem tax to 15.1 mills, the 9.6 mill ad valorem tax authorized by Amendment Number 82 of the Constitution of the State of Alabama was not renewed.

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

SECTION ONE - TAX LEVY: Taxes are hereby levied for the City tax year commencing on the first (1st) day of October 2013, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2014, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- B. A tax for public school purposes of Two and 56/100 Dollars (\$2.56) on each One Hundred Dollars (\$100.00) of the assessed value of such property.

- C. In summary, the aggregate local millage for general municipal purposes and local school district tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property.
- D. The local millage, for City accounting purposes, shall be allocated as follows:

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary - Warrants	.3150
High School and Board Operations	<u>2.5600</u>

TOTAL 4.9300

SECTION TWO - SPECIAL DISTRICT TAXES: In addition to the taxes levied in SECTION ONE above, taxes are hereby levied for the City tax year commencing on the 1st day of October, 2013, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2014, as follows:

- A. A further tax of One Dollar and Fifty-one Cents (\$1.51) of each One Hundred Dollars (\$100.00) of the assessed value of such property, in addition to the above mentioned taxes to be applied exclusively to public school purposes pursuant to the authority conferred by the Constitution and the election held on February 11, 1969; renewed on April 28, 1992, and increased to 15.1 mills on October 26, 1993.
- B. A further tax of Eighty-two Cents (\$0.82) of each One Hundred Dollars (\$100.00) of the assessed value of such property, to be used solely and only for public school purposes pursuant to the Constitution of the State of Alabama.

Should the City Council of Vestavia Hills, Alabama, have no legal authority to provide for the levy, assessment and collection of the said Special School District Taxes as described in this SECTION TWO, then in such event, this SECTION TWO shall be considered as the City's support of the Vestavia Hills Board of Education.

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2013, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2013, and shall on said date become a lien on the property subject thereto.

SECTION FIVE - TAX ASSESSOR AND TAX COLLECTOR, AND THEIR COMPENSATION: The Tax Assessor and Tax Collector of Jefferson County, Alabama, shall be considered to be the Tax Assessor and Tax Collector respectively for the City of Vestavia Hills, Alabama, and shall each receive as compensation for this service in assessing and collecting respectively the taxes herein levied, as fee equivalent to one-half of one per centum (1/2 of 1%) of the taxes collected and then remitted to the City of Vestavia Hills, Alabama.

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 2441, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

SECTION SEVEN - SEVERABILITY: The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

SECTION EIGHT - INTENT: It is the intent of the City of Vestavia Hills, Alabama, with the passage of this Ordinance Number 2441, that the aggregate local millage for general municipal purposes and local school district tax rates be Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property and consist of the following:

TOTAL	\$	4.930
West Elementary		315
General Municipal Including Garbage		2.055
Special High School Tax and Operations	\$	2.560

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, shall amount to Nine and 26/100 Dollars (\$9.26), which shall consist of the following millages:

1.	State of Alabama \$	0.650
2.	Jefferson County	1.350
3.	Jefferson County Schools	0.820
4.	Special School District Tax	1.510
5.	Local General Municipal Purpose Tax	2.055
6.	Special Local School District Tax	2.560
7.	West Elementary	0.315

TOTAL \$ 9.260

SECTION NINE - TAX ABATEMENT: Whereas, the City of Vestavia Hills has annexed no parcels of land with tax abatements.

SECTION 10 - EFFECTIVE DATE: This Ordinance shall become effective immediately upon its adoption and approval and is adopted and approved all in accordance with Title 11-51-40, et seq., *Code of Alabama*, *1975*.

ADOPTED and APPROVED this the 8th day of April, 2013.

	Alberto C. Zaragoza, Jr. Mayor
ATTESTED BY:	
Pahagan Lanyings	
Rebecca Leavings City Clerk	
CERTIFICATION:	
certify that the above and foregoing copy correct copy of such Ordinance that was du	of the City of Vestavia Hills, Alabama, hereby of 1 (one) Ordinance # 2441 is a true and ally adopted by the City Council of the City of .3, as same appears in the official records of
±	Center, Vestavia Hills Library in the Forest, Vestavia Hills Recreational Center this the

RESOLUTION NUMBER 4437

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 28, 2013, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of April, 2013; and

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

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

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

- 1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 26th day of April, 2013.
- 2. That on the 22nd day of July, 2013, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition

and to consider any protests or objections filed in writing with the City Clerk prior to

such hearing, to determine whether it is in the public interest or not that said property be

annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance

annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution

Number 4437 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of

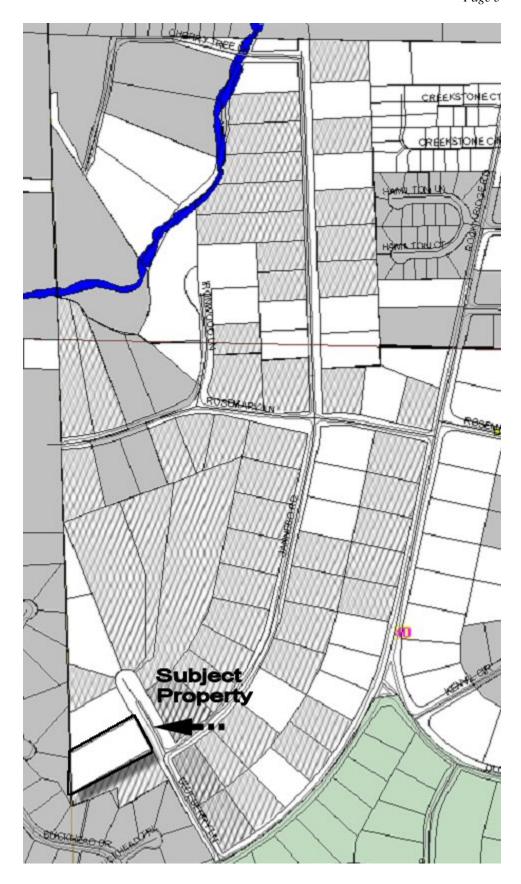
Vestavia Hills, Alabama:

3312 Blueberry Lane Lot 137, Buckhead, 4th Sector Brian and Shannon Fagen, Owner(s)

APPROVED and ADOPTED this the 22nd day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:



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

Agreed to by petitioner: Yes _____ No ____ Comment_____

Property:	3312	Blueberry	Lone	
8. A non-refundable admi Furthermore, voluntary \$will be YesNo	contributions, in	\$100 has been paid to the neluding an application fe sts associated with the ann	e, of	
9. Property is free and cle YesNo		waste, debris and material		
	Comments	:		
11. Information on children schools Yes		mily; Pla Comments:		schaol
Other Comments:				
12 -				

George Pierce Chairman

Serving the citizens of Jefferson County, Alabama

Tax Assessor - Parcel ID for Legal Information

Inquiries to Tax Assessor recordings

Return to Electronic Courthouse Search Home

Tax	Assessor County	Tax Inquiry - Tax Year	- 2011-
Mailing Address			
FAGAN BRIAN M & SHANNON	Т		
3312 BLUEBERRY LN			
VESTAVIA AL / 352163802			
Site Address			
3312 BLUEBERRY			
LN 35216			
Fire District (ESN): #504 R	OCKY RIDGE F.D.		
Legal Discription			
LOT 137 BUCKHEAD 4TH SEC	TOR		
Miscellaneous Information			
Section:	5	Parcel:	40-5-2-5-10-RR-0
Township:	195	Map Book:	37
Range:	2W	Map Page:	99
Tax Year:	2011		
Land Value:	\$120900.00	Tax District:	002
Improvements Value:	\$113800.00	Sub District:	0
Total Value:	\$234700.00	Deed Book:	201006
		Deed Page: 24844	Deed Date: 20100730
Land Use Information			
Land Use One: RESIDENG	CE-SINGLE FAMILY		
Land Use Two: UNAVAILA	ABLE		

Disclaimer: All values are subject to change. If you feel that there is a technical error on the site, please <u>contact us.</u> For general information, please call the office of interest:

The Board of Equalization (205) 325-5566

Tax Assessor's Office (205) 325-5505

Tax Collector's Office (205) 325-5500

3

Class One:

Class Two:

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EXHIBIT "C"

CITY OF VESTAVIA HILLS

Department Review of Proposed Annexation (To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward it to the next department on the list as soon as is reasonably possible. Please forward completed form to the City Clerk's office.

Locatio	n: 3312	Blueberry Ln	
Engine	ering: Comments:	11	Initials: CB
	Department: Comments:	Date: 3-6/13	Initials:
	epartment: Comments:	Date: 3/5/13 No problems	Initials: <u>Aull</u>
Public	Works: Comments:	Date:	Initials:







The Fagan Family

3312 Blueberry Lane, Birmingham, AL 35216

City of Vestavia Hills Mayor and City Council 513 Montgomery Highway Vestavia Hills, AL 35216

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

We would like to thank you in advance for considering our application for annexation into Vestavia Hills. It has been a goal of my wife and I to live in the Vestavia Hills community from the time we were married and our complete intent to take a step of faith and apply for annexation into Vestavia Hills upon settling into our home on Blueberry Lane. My wife Shannon, three boys Carson, Campbell and Oliver were fortunate to find a home with a very large yard in a neighborhood that has almost completely annexed into your respected area and located within walking distance to Vestavia Hills High School, McCallum Park and commercial interests along Rocky Ridge Road. We currently have our oldest child Carson (5 years old) enrolled in a local Christian K5 for 2013 and have not yet determined if our children will attend the Vestavia Hills School Systems until High School but would love to have the opportunity to place our children with the competent hands of your highly trained school faculty. With the vast majority of our family and friends already established in the Vestavia Hills community, we have strong ties to your community and if given the opportunity, the Fagan family will only add to the good and respectable name of Vestavia Hills. Shannon and I are extremely excited at the opportunity to serve your community and be part of what we have long respected. We are truly grateful for your consideration.

Warm regards,

Brian Matthew and Shannon Marie Fagan























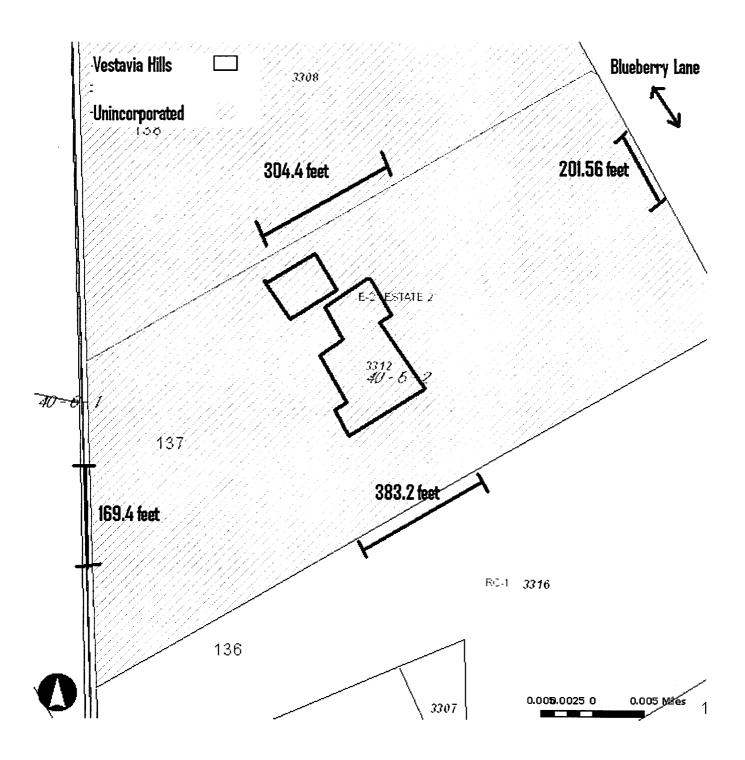


EXHIBIT "A"

LOT: Lot 137 Buckhead 4th Sector
BLOCK: 005
SURVEY:
RECORDED IN MAP BOOK 37, PAGE 99 IN THE
PROBATE OFFICE OF COUNTY, ALABAMA.
— ^
COUNTY ZONING: $E - \lambda$
COMPATIBLE CITY ZONING:
Legal Description (METES AND BOUNDS): Lot 137 Buck head 4th Sector Parcel # 40-05=2-005-010.000-00
larcel 7 70-05= 2-005 -010,800

Tag #'s BVM574 T1GRB8

Exhibit "A"

Lot 137, according to the survey of Buckhead, Fourth Sector, as recorded in Map Book 37, page 99, in the Probate Office of Jefferson County, Alabama.

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

SIGNATURE(S)		<u>DESCRI</u>	PTION OF P	ROPERTY
B. Mar Jaya	Lot_ <u>1</u> -	37 Block o	Survey	
Dhannon Jagan	Lot_13	37_Block_ <i>c</i>	∞Survey	
	Lot	Block	Survey	
(Use reverse side hereof)	for additio	onal signatui	res and proper	ty descriptions, if needed).
STATE OF ALABAMA				
<u>Jefferan</u> C	OUNTY			
signed the above petition, and I of the described property.	certify the	being duly at said petitio	sworn says: on contains the	I am one of the persons who signatures of all the owners
	A	Signature	fay of Certifier	Mannon Jagan
Subscribed and sworn before me	this the 4	28 th day of	Fedorue	20 B
Subscribed and sworm before me	NF	3 Mar	Jay	Sus Foro
		Notary Pa		AMISSION EXPIRES MARCH 25, 2013

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition		Action Taken: C	irant eny		
Resolution: Date:					
Overnight Ordinance: Date:		Number:			
90 Day Final Ordinance: Date:					
(To be completed	d by Hom	neowner)			
Name(s) of Homeowner(s): Brian Me	atthew	3 Shannon	Marie	Fagan	
Address: 3312 Blue berry Lave					
City: Birmingham State:	AL	Zip:	35a1	6	
Information on Children:		_	lan to l via Hill		
Name(s)	Age	School Grade	Yes	No	
1. Carson Matthew Fagan	5	K 5	unde	i ded, a	urrently enrolled at Saint Marks
1 2. 1	a				
3. Oliver David Fagan	Mos				
4.	1 1				

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". If we negate our enrollment at St Marks

Carson would evoll in VHC5 in ab 13.

5.

6.

RESOLUTION NUMBER 4438

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 6, 2013, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of April, 2013; and

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

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

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

- 1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 26th day of April, 2013.
- 2. That on the 22nd day of July, 2013, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition

and to consider any protests or objections filed in writing with the City Clerk prior to

such hearing, to determine whether it is in the public interest or not that said property be

annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance

annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution

Number 4438 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of

Vestavia Hills, Alabama:

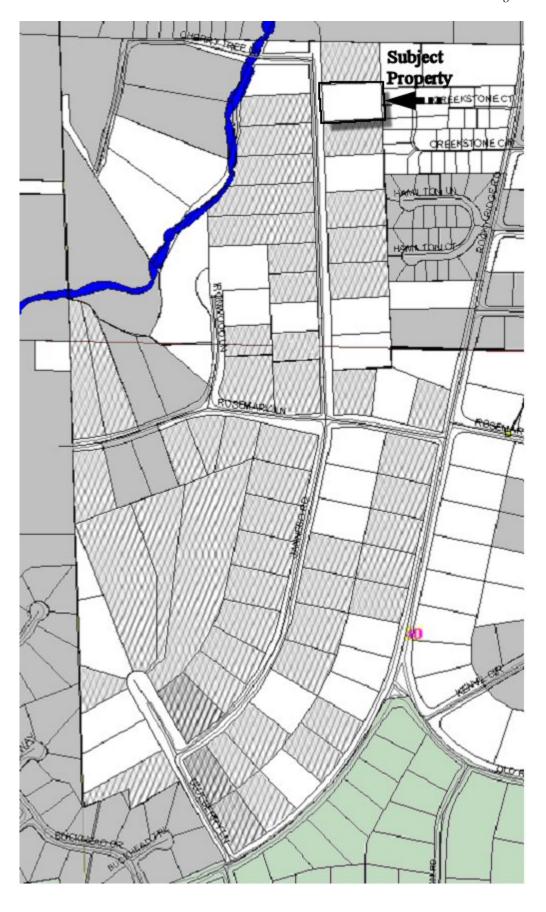
2469 Jannebo Road Lot 123, Buckhead, 4th Sector Shannon Kilgore, Owner(s)

APPROVED and ADOPTED this 22nd day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk



Annexation Committee Petition Review Date: 3-/4-/31. The property in question is contiguous to the city limits. Yes No Comments: 2. The land use of the petitioned property is compatible with land use in the area. Yes No Comments: 3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation. Yes _____ No _____ Comments _____ 4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation. Yes _____ No _____ Comments _____ 5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 315,000/. Meets city criteria: Yes No _______ No ________ 6. This street has fewer than 100% of the individual properties within the limits of the city Yes _____ No ___ Number of total homes _____ Number in city _____ 7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.

Agreed to by petitioner: Yes _____ No ____ Comment_____

Property:	2469	Jannebo	o RJ
Furthermore, vo	le administrative fee pluntary contributions will be paid to offset No Comme	s, including an appli- costs associated wit	cation fee, of
	and clear of hazardou lo Comme		materials.
	oncerns from city dep No Comme		
11. Information on schools Yes	children: Number in	family/ Comments:	; Plan to enroll in VH
Other Comments: _			
Diagrap			
eorge Pierce hairman			

EXHIBIT "C"

CITY OF VESTAVIA HILLS

Department Review of Proposed Annexation (To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward it to the next department on the list as soon as is reasonably possible. Please forward completed form to the City Clerk's office.

Location:

Locatio	on: 2469	Jannebo Rol	
Engine	cering: Comments:	Date: 3/6/13 No problems noted	Initials:
	Department: Comments:	Date: 3 - 4-13	Initials:
Fire Do	epartment: Comments:	Date: 2 22 13	
Public	Works: Comments:	Date:	Initials:

Serving the citizens of Jefferson County, Alabama

Tax Assessor - Parcel ID for Legal Information

Inquiries to Tax Assessor recordings

Return to Electronic Courthouse Search Home

	Та	x Assessor Cou	inty Tax Inquiry - Tax Year -	- 2011-
Mailing Address				
LUSCO LAWRENCE	ANTHON	IY &		
516 OVERHILL RD				
PELHAM AL / 35124	41622			
Site Address				
2469 JANNEBO				
RD 35216				
Fire District (ESN	I): #504	ROCKY RIDGE F	F.D.	
Legal Discription				
LOT 123 BUCKHEA	D 4TH SI	ECTOR		
Miscellaneous In	formation	on		
Section:		32	Parcel:	28-32-3-2-27-RR-0
Township:		18S	Map Book:	37
Range:		2W	Map Page:	99
Tax Year:		2011		
Land Value:		\$115100.00	Tax District:	002
Improvements V	alue:	\$36600.00	Sub District:	0
Total Value:		\$151700.00	Deed Book:	Not Available
			Deed Page: Not Available	Deed Date: Not Available
Land Use Inform	ation	-		
Land Use One:	RESIDE	NCE-SINGLE FAI	MILY	
Land Use Two:	UNAVA	ILABLE		
Class One:	3			

Disclaimer: All values are subject to change. If you feel that there is a technical error on the site, please contact us. For general information, please call the office of interest:

The Board of Equalization (205) 325-5566

Tax Assessor's Office (205) 325-5505

Tax Collector's Office (205) 325-5500

Class Two:

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STATE OF ALABAMA Tefferion COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Feb 6, 2013

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

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

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

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

EXHIBIT "A"

LOT: /23
BLOCK:
SURVEY: Buckhage Estates
RECORDED IN MAP BOOK 37 , page 99 In the probate office of $Jeffelson$ county, alabama.
county zoning: <u>E - 2</u> compatible city zoning:
LEGAL DESCRIPTION (METES AND BOUNDS):

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

SIGNATURE(S)		DESCRIPTION OF PROPERTY				
	Lot <u>()</u>	Block_	Survey_	Buckherd Estates		
<u></u>	Lot	_Block	Survey_			
	Lot	Block	Survey_			
(Use reverse side hereof for a	additio	nal signatur	res and pro	perty descriptions, if needed).		
STATE OF ALABAMA						
COU	NTY					
signed the above petition, and I cert of the described property.	ify that	being duly said petitio	sworn say on contains	s: I am one of the persons who the signatures of all the owners		
		Signature	of Certifie	r		
Subscribed and sworn before me this	s the	day of _		, 20		
		Notary Pi	ublic			
		My comm	nission expi	ires:		

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway Vestavia Hills AL 35216

	(To be complete	ed by th	e City)			
Date of Annexation Petitic	n		Action Taken: C	rant eny		
Resolution: Overnight Ordinance: 90 Day Final Ordinance:	Date:Date:		Number:Number:Number:	——————————————————————————————————————		
Name(s) of Homeowner(s)	(To be completed): S. L. IFO	Per	ties Llo		Shar	= non K
Address: 246	Fannebo	. R	1	·		·
Address: 2466 City: Birningh	state: A	(Zip:	352	16	
Information on Children		`				
					Enroll In s School	
Name(s)		Age	School Grade	Yes	No	
1.	-					
2.						
3.						
4.						
5.						
6.						
Approximate date for en	olling students in Ve	stavia I	Hills City Schools	if abov	e resnone	se is

RESOLUTION NUMBER 4439

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 22, 2013, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of April, 2013; and

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

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

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

- 1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 26th day of April, 2013.
- 2. That on the 22nd day of July, 2013, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition

and to consider any protests or objections filed in writing with the City Clerk prior to

such hearing, to determine whether it is in the public interest or not that said property be

annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance

annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution

Number 4439 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of

Vestavia Hills, Alabama:

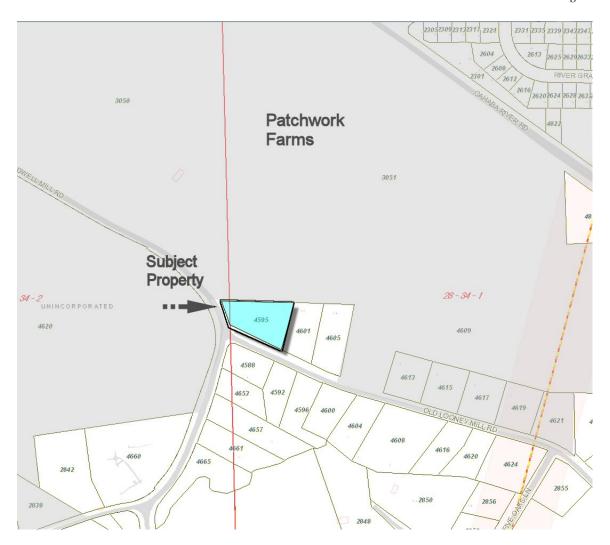
4595 Old Looney Mill Road Lot 1 Old Looney Mill Development Brandon and Kathryn Falls, Owner(s)

APPROVED and ADOPTED this 22nd day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk



Pro	operty: 4595 Obligation Committee Petition Review
Ov	vners: Brando talls
Da	te: 3-12413
1.	The property in question is contiguous to the city limits. Yes No Comments:
2.	The land use of the petitioned property is compatible with land use in the area. Yes No Comments:
3.	The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation. Yes No Comments
4.	Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation. Yes No Comments
5.	Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of
6.	This street has fewer than 100% of the individual properties within the limits of the city Yes No Number of total homes Number in city
7.	Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city. Agreed to by petitioner: Yes No Comment

Property: 4595 Old Cooney Mill Rd	
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$will be paid to offset costs associated with the annexation. Yes No Comment	_
9. Property is free and clear of hazardous waste, debris and materials. Yes No Comment	
10. Are there any concerns from eity departments? Yes No Comments:	
11. Information on children: Number in family; Plan to enroll in schools Yes No Comments:	VH
Other Comments:	_
George Pierce	
Chairman	

EXHIBIT "C"

CITY OF VESTAVIA HILLS

Department Review of Proposed Annexation (To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward it to the next department on the list as soon as is reasonably possible. Please forward completed form to the City Clerk's office. Initials: Engineering: Comments: Date: 3-4/-13 Initials: **Police Department:** Comments: Date: 2 22 13 Initials:___ Fire Department: Comments: Date: Initials: **Public Works:** Comments:

STATE OF ALABAMA	
JEFFERSON	~~~
つ ドナナド バ 207	COUNTY

CTATE OF ATABARA

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition:	2	22	2013

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

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

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

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

EXHIBIT "A"

LOT:	1 (046	-				
BLOCK:						
SURVEY:	01 <i>0</i>	roon Ed	MILL	DEVELOPMEN	τ	
RECORDED I	N MAP E	воок	202	, PAGE	23	_ IN THE
PROBATE OF	FICE OF	JEF	FERSON	COUNTY,	ALABAMA.	
COUNTY ZON	NING: E	2				
COMPATIBLE	E CITY Z	ONING: _	=44			
LEGAL DESC	RIPTION	I (METES A	AND BOU	NDS):		

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

SIGNATURE(S)		DESCRIPTION OF PROPERTY			
Dranden P. Falls	Lot_\	_Block	Survey OLD LOOMEY MILL DEVELOPMENT		
Kuthy K Rells	Lot	_Block	Survey OLD LOONEY MILL DEVELOPMENT		
	Lot	_Block	Survey		
(Use reverse side hered	of for addition	al signatu	res and property descriptions, if needed).		
STATE OF ALABAMA JEFF ERSON	COUNTY				
BRANDON K. FAL	L 5	being duly said petition	sworn says: I am one of the persons who on contains the signatures of all the owners		
		Bland	h R. Fall		
			of Certifier		
Subscribed and sworn before n	ne this the <u>27</u>	day of _	February 2013.		
	_9	Nechel Notary P	ablic J		
		My comn	nission expires: \/\3\14		

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway Vestavia Hills AL 35216

(To be complet	ted by th	ne City)					
Date of Annexation Petition	Action Taken: Grant						
Resolution: Date:		Number:	Deny				
Overnight Ordinance: Date:		_ Number:					
90 Day Final Ordinance: Date:		_ Number:					
(To be completed by Homeowner) Name(s) of Homeowner(s): KATHRYN AND BRANDON FALLS Address: 4595 OLD LOONEY MILL ROAD City: BIRMING-HAM State: AL Zip: 35243 Information on Children: Plan to Enroll In Vestavia Hills School?							
Name(s)	Age	School Grade	Yes	No			
1. LADEN FALLS	5	K	√				
2. JACOB FALLS	2						
3. Cooler FALLS	2			 			
4. KATHRYN L. FALLS	2						
5.		l			1		
6.							

RESOLUTION NUMBER 4440

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 26, 2013, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of April, 2013; and

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

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

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

- 1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 26th day of April, 2013.
- 2. That on the 22nd day of July, 2013, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition

and to consider any protests or objections filed in writing with the City Clerk prior to

such hearing, to determine whether it is in the public interest or not that said property be

annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance

annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution

Number 4440 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of

Vestavia Hills, Alabama:

4604 Old Looney Mill Road Lot 1 W.O. Brasseale Subd.

Jacquelyn G. Britt, Owner(s)

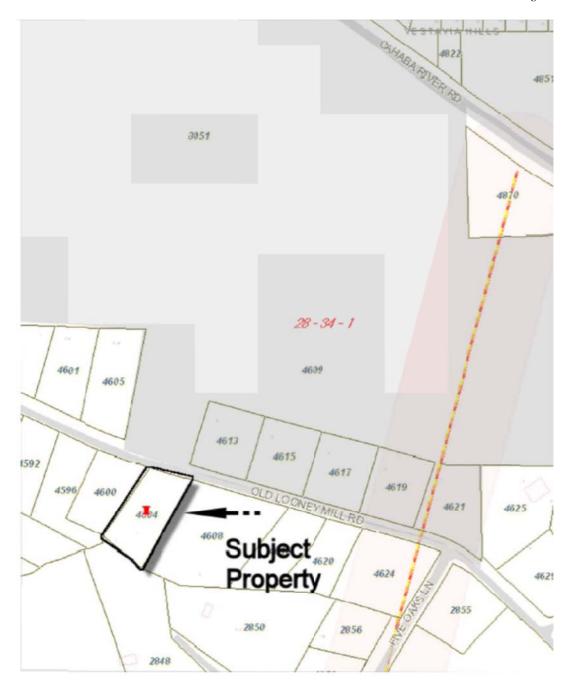
APPROVED and ADOPTED this 22nd day of April, 2013.

Alberto C. Zaragoza, Jr.

Mayor

ATTESTED BY:

Rebecca Leavings City Clerk



	Annexation Committee Petition Review				
Pro	Annexation Committee Petition Review operty: 4004000 Looney Mill Roll wners: Jaquelyn G. Britt te: 314-13				
Ov	vners: Jaquelyn G. Britt				
Da	te: 3-14-13				
1.	The property in question is contiguous to the city limits. Yes No Comments:				
2.	The land use of the petitioned property is compatible with land use in the area. Yes No Comments:				
3.	The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation. Yes No Comments				
4.	Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation. Yes No Comments				
5.	Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of				
6.	This street has fewer than 100% of the individual properties within the limits of the city Yes No Number of total homes Number in city				
7.	Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city. Agreed to by petitioner: Yes No Comment				

Proj	perty:	4604	old	Looney	mill	RL
	Furthermon	re, voluntary co will be pai	ontributions, d to offset c	f \$100 has been pa including an appli osts associated wit	cation fee, of th the annexation	on.
				s waste, debris and t		
	Yes		Commen	ts:		
11.		n on children: es No		amilyComments:	; Plan to e	nroll in VH
Otho	er Commer					
orge	Pierce					

George Pierce Chairman

Serving the citizens of Jefferson County, Alabama

Tax Assessor - Parcel ID for Legal Information

Inquiries to Tax Assessor recordings

Return to Electronic Courthouse Search Home

Tax Assessor County Tax Inquiry - Tax Year - 2011-						
	Tax As	ssessor County I	ax Inquiry - Tax Year -	2011-		
Mailing Address						
BRITT LANCE D & 3	JACQUELYN (3				
4604 OLD LOONEY	MILL RD					
BIRMINGHAM AL /	352432626					
Site Address						
4604 OLD LOONEY	MILL					
RD 35243						
Fire District (ESN	I): # 504 RO	CKY RIDGE F.D.				
Legal Discription						
LOT 1 W O BRASSI	EALE					
SUBDIVISION PB 1	75 PG 52					
Miscellaneous In	formation					
Section:		34	Parcel:	28-34-1-3-8.001-RR-0		
Township:		185	Map Book:	175		
Range:		2W	Map Page:	52		
Tax Year:		2011				
Land Value:			Tax District:	001		
		\$98800.00				
Improvements V	alue:	\$400300.00	Sub District:	0		
Total Value:		\$499100.00	Deed Book:	9909		
Deed Page: 3152						
Land Use Information						
Land Use One:	RESIDENCE	-SINGLE FAMILY				
Land Use Two:	Land Use Two: UNAVAILABLE					
Class One:	3					

Disclaimer: All values are subject to change. If you feel that there is a technical error on the site, please <u>contact us.</u> For general information, please call the office of interest:

The Board of Equalization (205) 325-5566
Tax Assessor's Office (205) 325-5505
Tax Collector's Office (205) 325-5500

Class Two:

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EXHIBIT "C"

CITY OF VESTAVIA HILLS

Department Review of Proposed Annexation (To Be completed by City Staff)

and the forward	n forward it to I completed for	the next department on the list as soon as is reasonably possible. Please the City Clerk's office.	
Engine	_	Date: 3/6/13 Initials: 1/2	
	Department: Comments:	Date: 3-6-13 Initials:	
Fire Do	epartment: Comments:	Date: 3/5/13 Initials: Aud No pholdeng Noted	
Public	Works: Comments:	Date: Initials:	

STATE OF ALABAMA	
_Jefferson	COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition:	February 26, 2013	

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

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

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

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

EXHIBIT "A"

LOT: LO+ #			· · · · · ————
BLOCK: W.O. Brassegle Subdivi	sion		
SURVEY:			
RECORDED IN MAP BOOK	, PAGE	52	_ IN THE
PROBATE OFFICE OF Jefferson			
COUNTY ZONING: R-1			
COMPATIBLE CITY ZONING:			
LEGAL DESCRIPTION (METES AND BOUNDS)	:		

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

SIGNATURE(S)		DESCRI	TION OF PROPERTY
Jayuly D. B. J.	_Lot#1	_Block	Survey W.O. Brassale Subdivision
	Lot	_Block	Survey
	Lot	_Block	Survey
(Use reverse side hereof fo	or addition	al signatur	es and property descriptions, if needed).
STATE OF ALABAMA			
cc	UNTY		
signed the above petition, and I confidence of the described property.	ertify that	being duly said petitio	sworn says: I am one of the persons who n contains the signatures of all the owners
		Signature	of Certifier
Subscribed and sworn before me	this the <u>20</u>	Notary Pu	Manyooth

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway Vestavia Hills AL 35216

(To be completed by the City)

(10 de comptete	u by the City)
Date of Annexation Petition	Action Taken: Grant Deny
Resolution: Date: Overnight Ordinance: Date: 90 Day Final Ordinance: Date:	Number: Number: Number:
Name(s) of Homeowner(s):	by Homeowner)
Name(s)	Age School Grade Yes No
1.	
2.	
3.	
4.	
5.	
6.	
Approximate date for enrolling students in Ves "yes".	stavia Hills City Schools if above response is

RESOLUTION NUMBER 4441

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated March 4, 2013, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of April, 2013; and

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

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

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

- 1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 26th day of April, 2013.
- 2. That on the 22nd day of July, 2013, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition

and to consider any protests or objections filed in writing with the City Clerk prior to

such hearing, to determine whether it is in the public interest or not that said property be

annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance

annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution

Number 4441 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of

Vestavia Hills, Alabama:

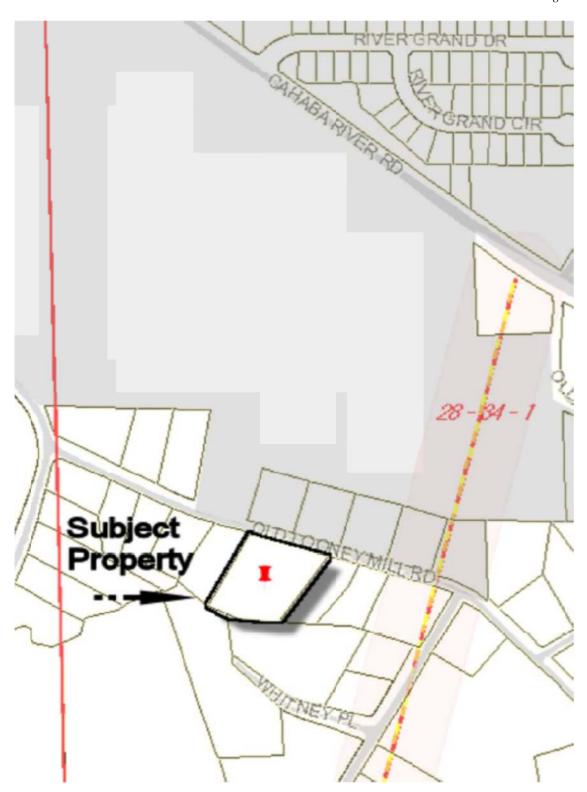
4612 Old Looney Mill Road Lots 2 & 3 W.O. Brasseale Subdivision Virginia W. Wood, Owner(s)

APPROVED and ADOPTED this 22nd day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk



	Annexation Committee Petition Review
Pro	operty: 46201d Loone, Mill Rd vners: Virginia W. Wood
Ov	vners: Virginie W. Woo
	te: <u>3-14-/3</u>
1.	The property in question is contiguous to the city limits. Yes No Comments:
2.	The land use of the petitioned property is compatible with land use in the area. Yes No Comments:
3.	The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation. Yes No Comments
4.	Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation. Yes No Comments
5.	Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of
6.	This street has fewer than 100% of the individual properties within the limits of the city Yes No Number of total homes Number in city
7.	Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city. Agreed to by petitioner: Yes No Comment

Pro	Property: 4612 01d	Looney	mill Rd
8.	8. A non-refundable administrative fee of \$1 Furthermore, voluntary contributions, inc \$ will be paid to offset costs Yes No Comment	luding an applic	ation fee, of
9.	9. Property is free and clear of hazardous way		
10.	10. Are there any concerns from city departments: Yes No Comments:		
11.	11. Information on children: Number in fam schools Yes No C		
Oth	Other Comments:		
Ores.	orga Diarca		

George Pierce Chairman

Serving the citizens of Jefferson County, Alabama

Tax Assessor - Parcel ID for Legal Information

Inquiries to Tax Assessor recordings

Return to Electronic Courthouse Search Home

Tax Assessor County Tax Inquiry - Tax Year - 2011-					
Mailing Address	Tax As	ssessor County I	ax Inquiry - Tax Tear -	2011-	
WOOD VIRGINIA W	<i>.</i>				
4612 OLD LOONEY					
BIRMINGHAM AL /	352432626				
Site Address					
4608 OLD LOONEY	MILL				
RD 35243					
Fire District (ESN	i): #504 RO	CKY RIDGE F.D.			
Legal Discription					
LOTS 2 & 3 W O B	RASSEALE SU	JB			
PB 175 PG 52					
Miscellaneous In	formation				
Section:	TOTTILATION	34	Parcel:	28-34-1-3-8.002-RR-1	
		185	Map Book:	175	
Township:		man and a second	(-E)	Name to the second seco	
Range:		2W	Map Page:	52	
Tax Year:		2011			
Land Value:		\$107500.00	Tax District:	001	
Improvements V	alue:	\$494800.00	Sub District:	0	
Total Value: \$6		\$602300.00	Deed Book:	9912	
			Deed Page: 9823	Deed Date: 19990913	
Land Use Information					
Land Use One:	RESIDENCE	-SINGLE FAMILY			
Land Use Two: UNAVAILABLE					
Class One:	3				

Disclaimer: All values are subject to change. If you feel that there is a technical error on the site, please contact us. For general information, please call the office of interest:

The Board of Equalization (205) 325-5566

Tax Assessor's Office (205) 325-5505

Tax Collector's Office (205) 325-5500

Class Two:

EXHIBIT "C"

CITY OF VESTAVIA HILLS

Department Review of Proposed Annexation (To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward it to the next department on the list as soon as is reasonably possible. Please forward completed form to the City Clerk's office. Location: Date: 3/6//3 Initials: 1/8 **Engineering:** Comments: Date: 3 - 6 - / 3 Initials: 1 **Police Department:** Comments: Date: 3/5/13 Initials: #W& Fire Department: Comments: **Public Works:** Date:_____ Initials:____ Comments:

STATE OF ALABAMA

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: March 4,2013

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

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

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

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

EXHIBIT "A"

LOT: Lots 2 and 3	
BLOCK: Brasseale Subdivision	
SURVEY: PB 115, Pg 52 - Parcel no. 28-34-1-003-008.0	02-01
RECORDED IN MAP BOOK PB 175, PAGE 52 IN THE	
PROBATE OFFICE OF <u>Jefferson</u> COUNTY, ALABAMA.	

COUNTY ZONING: <u>E1</u>

1 COMPATIBLE CITY ZONING: <u>Vestavia #115</u> E-2

LEGAL DESCRIPTION (METES AND BOUNDS):

PLOT: 2+3 PBLK; SLOT: OS BLK: 0 Map Book: 175 Map Page: 52

Car Tags (Jefferson County)

Virginia W. Wood - TGRR (Auburn University)

Sticken# 01-556914

Expires Oct, 2013

John BWood - VSK 847 (Forever Wild)

Sticker# 01-557086

Expires Oct, 2013

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

SIGNATURE(S) DESCRIPTION OF PROPERTY					
Virginia W Wood La	ot <u>5</u> 2+3 Block	_SurveyBr	assembe S	ubdivisia	
John Woolf La	ot_4_Block	_Survey	<i>\(\)</i>		
Lc	otBlock	_Survey		_	
(Use reverse side hereof for ad	lditional signature	s and proper	ty descriptions, if	needed).	
STATE OF ALABAMA					
COUNTY Virginia W. Wood being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners					
of the described property.					
	Ourivie Signature o	<u>a</u> W	Wood		
Subscribed and sworn before me this t	the 4 day of	March	, 20_1	3.	
Harris House	Mucha Notary Pub	el H.	Bunke	5	
	My commi	ssion expires	: 08/09/1	4	
1: A. S.					

Action Taken: Grant___

Deny

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition March 4

Resolution:	Date:		Number:		
Overnight Ordinance:	Date:				
90 Day Final Ordinance:	Date:		Number:		
322			v		
	(To be completed	by Hon	neowner)		
Name(s) of Homeowner(s): Address: 4612 City: Birmingho	Virginia	W. W	lood, John B	Woo	d
Address: 4612	old Looney	Mil	1 Road		
City: Birmingha	State: Al		Zip:	352	13
Information on Children:					
					Enroll In s School?
Name(s)		Age	School Grade	Yes	No
1.					
2.	· 10 0				
3.)//		(x-)		
4.	/ NID U	0 4	M () ou		ren
5.	(///	ah	il hool c	hila	
6.		01	5 ay		
Approximate date for enro "yes".		stavia I	Hills City Schools	if abov	e response i

RESOLUTION NUMBER 4442

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated January 16, 2013, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of April, 2013; and

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

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

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

- 1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 26th day of April, 2013.
- 2. That on the 22nd day of July, 2013, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition

and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4442 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2855 Five Oaks Lane John J. Santamour, Owner(s)

More Particularly Described As Follows:

A parcel of land located in the South ½ of the NE ¼ of Section 34, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more precisely described as follows:

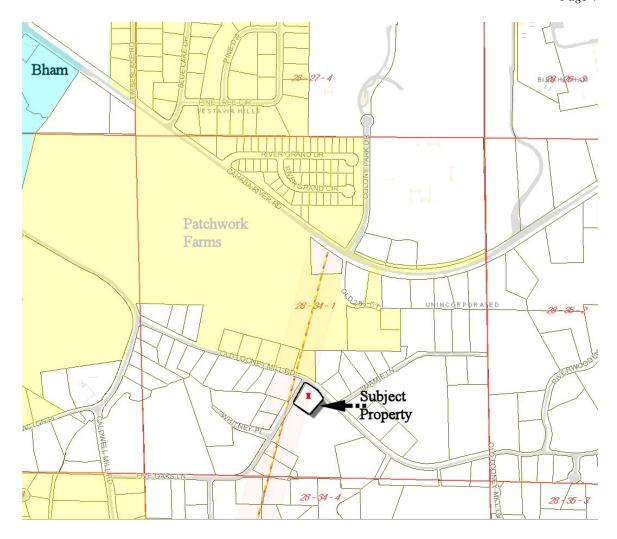
Commence at the NW corner of the SE ¼ of Section 34, Township 18 South, Range 2 West, thence 43 degrees, 55 minutes, 30 seconds left in a Southeasterly direction a distance of 87.60 feet; thence 89 degrees, 50 minutes right in a Southwesterly direction a distance of 164.20 feet; thence 81 degrees, 20 minutes right in a Northwesterly direction a distance of 133.19 feet; thence 85 degrees, 17 minutes right in a Northeasterly direction a distance of 181.52 feet to a point on a curve, having a radius of 431.66 feet; thence 98 degrees, 06 minutes right to the chord of said curve and in a Southeasterly direction along arc of said curve to the right a distance of 86.61 feet to the point of beginning; being situated in Jefferson County, Alabama.

APPROVED and ADOPTED this 22nd day of April, 2013.

Alberto C. Zaragoza, Jr. Mayor

ATTESTED BY:

Rebecca Leavings City Clerk



Annexation Committee Petition Review 1. The property in question is contiguous to the city limits. Yes No Comments: 2. The land use of the petitioned property is compatible with land use in the area. Yes No Comments: 3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation. Yes No Comments 4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation. Yes _____ No ___ Comments 5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 349, 600, . Meets city criteria: Yes No Comment: 6. This street has fewer than 100% of the individual properties within the limits of the city Yes No ____ Number of total homes _____ Number in city _____ 7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city. Agreed to by petitioner: Yes V No Comment

Property:	2855	Fwg	Osks	Cn.
Furthermore, v \$	ble administrative fee of oluntary contributions, i will be paid to offset co	ncluding an aj sts associated	pplication fee with the anne	, of exation.
	e and clear of hazardous No Comment			
	concerns from eity depar No Comments			
	children: Number in fa			
Other Comments:				
orge Pierce				
airman				

EXHIBIT "C"

CITY OF VESTAVIA HILLS

Department Review of Proposed Annexation (To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward it to the next department on the list as soon as is reasonably possible. Please forward completed form to the City Clerk's office.

		5 Five OAKS LANE	
Engine	ering: Comments:	Date: 3/6/13 Initials: (B	
	Department: Comments:	Date: 3-5-13 Initials:	
	epartment: Comments:	Date: 2 22 13 Initials: Aud	
Public	Works: Comments:	Date: Initials:	

Serving the citizens of Jefferson County, Alabama

Tax Assessor - Parcel ID for Legal Information

Inquiries to Tax Assessor recordings

Return to Electronic Courthouse Search Home

Та	ax Assessor Cou	ınty Tax Inquiry - Tax Year -	2011-
Mailing Address			
SANTAMOUR JOHN J			
2855 FIVE OAKS LN			
VESTAVIA AL / 352432639			
Site Address			
2855 FIVE OAKS			
LN 35243			
Fire District (ESN): #504	4 ROCKY RIDGE F	F.D.	
Legal Discription			
COM NW COR SE 1/4 NE 1,	/4 SEC		
34 TP 18 R 2W TH S 634.8	FT TO		
POB TH SE 87.6 FT TH SW	164.2		
FT TH NW 133.2 FT TO RD	R/W TH		
Miscellaneous Informati	on		
Section:	34	Parcel:	28-34-1-3-5-RR-1
Township:	18S	Map Book:	0
Range:	2W	Map Page:	0
Tax Year:	2011		
Land Value:		Tax District:	001
	\$109200.00 \$240400.00	Sub District:	0
Improvements Value: Total Value:		Deed Book:	Not Available
Total value:	\$349600.00	Deed Page: Not Available	Deed Date: Not Available
		Deed Page: Not Available	Deed Date. Not Available

Land Use Information

Land Use One: RESIDENCE-SINGLE FAMILY

Land Use Two: UNAVAILABLE

Class One: 3

Class Two:

Disclaimer: All values are subject to change. If you feel that there is a technical error on the site, please <u>contact us.</u> For general information, please call the office of interest:

The Board of Equalization (205) 325-5566

Tax Assessor's Office (205) 325-5505

Tax Collector's Office (205) 325-5500

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STATE OF ALABAMA rffenson **COUNTY**

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition:	-	16-13
	• • •	

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

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

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

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

JOHN SANTAMOUR
205-908-9903
jjsantamægapac.com

EXHIBIT "A"

LOT:		
BLOCK:		
SURVEY:		
RECORDED IN MAP BOOK	, PAGE	_ IN THE
PROBATE OFFICE OF	COUNTY, ALABAMA.	
COUNTY ZONING: TCEZ		
COUNTY ZONING: \(\frac{1}{2} \)		
COMPATIBLE CITY ZONING: VHR		
LEGAL DESCRIPTION (METES AND BOUNI	DS):	

SEE ATTACHES

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

SIGNATURE(S)		DESCRIPT	ION OF F	PROPERTY
John Juntann	_Lot	_Block	_Survey	1
	_Lot	_Block	_Survey	
	_Lot	_Block	_Survey	/
(Use reverse side hereof fo	r additiond	al signatures	and prope	rty descriptions, if needed).
STATE OF ALABAMA				
TOFFELSON CO	UNTY			
TOHN SANTAMOUR signed the above petition, and I confidence of the described property.				I am one of the persons who e signatures of all the owners
	J	Signature of	In Land Certifier	im
Subscribed and sworn before me t	his the	day of Notary Publi	Jon	vary 20/3
		My commis	sion expire	s: 1/0le/15

EXHIBIT "B"

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

(To be completed by the City)

Date of Annexation Petition		Action Taken: G	rant	
		D	eny	
Resolution: Overnight Ordinance: 90 Day Final Ordinance:	Date:	_ Number:		
Overnight Ordinance:	Date:	_ Number:		
90 Day Final Ordinance:	Date:	Number:		
	(To be completed by Hor	neowner)		
Name(s) of Homeowner(s): Address: 2855	JOHN J SA	NTAMOUR		
Address: 2855	FIVE OAKS	LN		
City: VESTAVIA	State: AL	Zip:	352	43
Information on Children:		מ	Plan to I	Enroll In
		Vesta	via Hill	s School?
Name(s)	Age	School Grade		S School?
Name(s)	Age	·		
, ,	Age	·		
1.	Age	·		
1. 2.	Age	·		
1. 2. 3.	Age	·		
1. 2. 3. 4. 4.	<i>Y</i>	School Grade	Yes	No

Rebecca Leavings

From: Santamour, John J. [JJSantam@GAPAC.com]

Sent: Tuesday, January 22, 2013 7:16 AM

To: Rebecca Leavings

Subject: Application for annexation of residence at 2855 Five Oaks Lane, Vestavia, Al 35243

Ms. Leavings,

I appreciate the time you spent with me last Wednesday briefing me on the annexation process. That was extremely helpful. I've been out of town since that day and you had asked me to send you the legal description of the property. So what follows is from the warranty deed to 2855 Five Oaks Ln Vestavia, Al 35243. Please confirm that this is what you needed to complete the application process. Thank you!

A parcel of land located in the South ½ of the NE ¼ of Section 34, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more precisely described as follows:

Commence at the NW corner of the SE ¼ of Section 34, Township 18 South, Range 2 West, thence 43 degrees, 55 minutes, 30 seconds left in a Southeasterly direction a distance of 87.60 feet; thence 89 degrees, 50 minutes right in a Southwesterly direction a distance of 164.20 feet; thence 81 degrees, 20 minutes right in a Northwesterly direction a distance of 133.19 feet; thence 85 degrees, 17 minutes right in a Northeasterly direction a distance of 181.52 feet to a point on a curve, having a radius of 431.66 feet; thence 98 degrees, 06 minutes right to the chord of said curve and in a Southeasterly direction along arc of said curve to the right a distance of 86.61 feet to the point of beginning; being situated in Jefferson County, Alabama.

John Santamour Georgia-Pacific 205-908-9903 cell jjsantam@gapac.com