

Vestavia Hills
City Council Agenda
April 22, 2013
5:00 PM

1. Call to Order
2. Roll Call
3. Invocation – George Pierce
4. Pledge of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – George Sawaya, Assistant Finance Director
9. Approval Of Minutes – April 4, 2013 (Work Session) and April 8, 2013 (Regular Meeting)

Old Business

10. 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 and April 8, 2013*) (*public hearing*)
11. Resolution Number 4437 – Annexation – 90-Day – 3312 Blueberry Lane; Lot 137, Buckhead, 4th Sector; Brian And Shannon Fagen, Owners (*Public Hearing*)
12. Resolution Number 4438 – Annexation – 90-Day – 2469 Jannebo Road; Lot 123, Buckhead, 4th Sector; Shannon Kilgore, Owner (*Public Hearing*)
13. Resolution Number 4439 – Annexation – 90-Day – 4595 Old Looney Mill Road; Lot 1, Old Looney Mill Development; Brandon And Kathryn Falls, Owners (*Public Hearing*)
14. Resolution Number 4440 – Annexation – 90-Day – 4604 Old Looney Mill Road; Lot 1, W.O. Brasseale Subdivision; Jacquelyn G. Britt, Owner (*Public Hearing*)
15. Resolution Number 4441 – Annexation – 90-Day – 4608 Old Looney Mill Road; Lots 2 & 3, W.O. Brasseale Subdivision; Virginia W. Wood, Owner (*Public Hearing*)
16. Resolution Number 4442 – Annexation – 90-Day – 2855 Five Oaks Lane; John J. Santamour, Owner (*Public Hearing*)

New Business

17. Resolution Number 4444 – A Resolution Appointing A Member To The Vestavia Hills Board Of Education
18. Resolution Number 4446 – A Resolution And Order Authorizing Certain Action With Respect To The Issuance Of General Obligation Warrants (Federally Taxable – Qualified Energy Conservation Bonds – Direct Pay), Series 2013

First Reading (No Action Taken At This Meeting)

19. Resolution Number 4445 – A Resolution Ascertaining, Fixing And Determining The Amount Of Assessment To Be Charged As A Lien On The Property Known As 3363 Mountainside Road, Vestavia Hills, Alabama 35243; Parcel Id# 28-23-2-4-3-RR-0, In The City Of Vestavia Hills As A Result Of The City Of Vestavia Hills Ordering The Demolition Of The Building On The Property Pursuant To Ordinance No. 2382 (*Public Hearing*)
20. Citizens Comments
21. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

WORK SESSION

APRIL 4, 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
Wendy Appling, Deputy City Clerk
Melvin Turner, III, Finance Director
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Melvin Turner, Finance Director
Mark Salter, Fleet Manager
Fred Baughman, Economic Dev. Director

The Mayor opened the meeting and indicated that he had met with Barry Davis and reviewed drawings and timelines but no numbers concerning the project.

Mr. Davis showed drawings which were completed just a few hours prior to this work session and discussion ensued.

Other issues included the process of purchasing real estate for a new proposed City Hall, updates on several pending legal issues as well as City properties currently up for sale and the progress in the search for a new City Manager.

Mr. Baughman updated the Council concerning manufacturing area possibilities.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Wendy Appling
Deputy City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

APRIL 8, 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
Wendy Appling, Deputy Clerk
Christopher Brady, City Engineer
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Fred Baughman, Economic Dev. Director
Melvin Turner III, Finance Director
Taneisha Young-Tucker, Library Director

Invocation was given by Jim Sharp, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- None.

CITY MANAGER REPORT

- Mr. St. John announced a change in new duty uniforms for the Fire Department; they are safer and cooler. Two firefighters were invited to the meeting to show the new uniforms which were found to be slightly more costly than the older ones, but should prove safer for the employee, as well as more comfortable.
- Retaining walls are being constructed on Post Oak Road as a part of the sidewalk construction which has been on hold for a while.

- The certificate of occupancy has been issued for Lifetime Fitness and their opening is on schedule.

PROCLAMATION

The Mayor presented a Proclamation designating April 23, 2013 as the “Special Day of Prayer and Thanksgiving.” He read the Proclamation and invited everyone to the Mayor’s Prayer Breakfast at Vestavia Country Club beginning at 7 AM. Noah Calloway is the keynote speaker.

COUNCILOR REPORTS

- Mr. Henley announced the five individuals who have applied for the upcoming vacancy of the Board of Education. The Council concurred that April 16, 2013 is the date for personal interviews of the applicants, beginning at 7 AM.
- The Mayor presented the Vestavia Hills High School Band Woodwind Ensemble a Certificate of Recognition for their participation at Butler University with groups of bands from 28 states.
- The Mayor stated that members from the Pizitz Middle School also participated and he presented them with a Certificate of Recognition.
- Mr. Ammons stated that the City hosted two college level lacrosse games at Sicard Hollow Park. He indicated that they enjoyed it so much they’d like to return to play in subsequent tournaments.
- Mr. Henley stated that the Vestavia Middle School Softball Team won the metro championship in the regular season and the metro tournament.
- Mr. Pierce stated that the Tiger Paw selection took place at Auburn and more than 12 of the girls were from Vestavia Hills.

APPROVAL OF MINUTES

The minutes of the March 21, 2013 (Work Session) and March 25, 2013 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the March 21, 2013 (Work Session) and March 25, 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.

OLD BUSINESS

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 (*postponed from March 25, 2013*) (*public hearing*)

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

The Mayor stated that this Resolution was postponed from March the 25 meeting. He stated that he has discussed this further with Mr. Boone and the item is still not ready to consider so it needs to again be postponed.

Mr. Boone explained that he has investigated this request with other municipalities and found that they concur with his recommendations and feelings concerning the documents.

Mr. Brady stated that CDG has revised their contracts with Mr. Boone's recommendations and the City of Hoover is still in discussions concerning their contract. CDG is on a pre-approved ALDOT list and the City made the selection for this contractor from that listing.

Discussion ensued concerning the amount of the project that's located in the City and outside the City, the roadways located within the scope of the project and the timeline for the ATRIP project. The Council concurred to postpone this request to the next Council meeting of April 22, 2013.

RESOLUTION NUMBER 4427

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*)

MOTION Motion to adopt Resolution Number 4427 was by Mr. Henley and second was by Mr. Ammons.

Ms. Tucker was present in regard to this request and indicated that this is for purchase and installation of additional RFID gates. She explained that it was found that the additional gates were needed following discussion and that they have secured another grant. With this grant, the City would be reimbursed approximately \$37,000.

The Mayor stated that this money will come from the Fund 13 account which is comprised of library fines, donations, etc.

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

RESOLUTION NUMBER 4428

Resolution Number 4428 – A Resolution Authorizing The City Manager To Purchase Equipment For The Police Department (public hearing)

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

Mr. St. John asked Chief Holcomb to address this request.

Chief Holcomb explained that the vehicles need updates because of the switch to Shelby County which requires Windows 7 operating system. This request would be to purchase new computers which will also allow the implementation of the e-citation system. Total project cost is approximately \$57,075.56 from the Alabama State contract.

Discussion ensued concerning the e-citation system, the warranty required, the equipment needed for the switch to Shelby County and the timeline for purchase.

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

NEW BUSINESS

RESOLUTION NUMBER 4429

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

MOTION Motion to adopt Resolution Number 4429 was by Mr. Sharp and second was by Mr. Henley.

Mr. St. John stated that the meeting scheduled on May 27 needs to be changed because of the Memorial Day holiday. This Resolution will reschedule the meeting to May 29.

MOTION Question called on a roll call vote:

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

RESOLUTION NUMBER 4430

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*)

MOTION Motion to adopt Resolution Number 4430 was by Mr. Ammons and second was by Mr. Henley.

Mr. St. John indicated that this is the Resolution transfers a beer and wine license to this applicant.

Chief Rary indicated that the Police Department has reviewed the request 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. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

RESOLUTION NUMBER 4431, 4435 & 4436

Resolution Number 4431 - A Resolution Changing City Officials At National Bank Of Commerce For Capital Projects Reserve And Money Market Reserve Accounts

Resolution Number 4435 - A Resolution Changing City Officials At SouthPoint Bank For Contractors Surety, Warrant Funds, Library Capital Projects Fund

Resolution Number 4436 - A Resolution Changing City Officials At Wells Fargo Bank For The Transport Account

MOTION Motion to adopt Resolution Number 4431, 4435 and 4436 was by Mr. Sharp and second was by Mr. Pierce.

Mr. St. John stated that these Resolutions are necessary due to a change in signers on the accounts.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4434

Resolution Number 4434 - A Resolution Changing City Officials At Regions Bank For The Special Court Account, Pooled Cash And Payroll Account

MOTION Motion to adopt Resolution Number 4434 was by Mr. Ammons and second was by Mr. Henley.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4432

Resolution Number 4432 - A Resolution Changing City Officials At Pinnacle Bank For The Library Account

MOTION Motion to adopt Resolution Number 4432 was by Mr. Pierce and second was by Mr. Henley.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4433

Resolution Number 4433 - A Resolution Changing City Officials At Regions Bank For The Court Bond Account

MOTION Motion to adopt Resolution Number 4433 was by Mr. Ammons and second was by Mr. Pierce.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

ORDINANCE NUMBER 2440

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)

MOTION Motion to adopt Ordinance Number 2440 was by Mr. Henley and second was by Mr. Sharp.

The Mayor explained that this is the annual tax levy.

Mr. St. John explained that this Resolution must be done every year in order to authorize the Tax Collector in Shelby County to assess and collect municipal ad valorem taxes.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

ORDINANCE NUMBER 2441

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)

MOTION Motion to adopt Ordinance Number 2441 was by Mr. Ammons and second was by Mr. Pierce.

The Mayor explained that this is the annual tax levy.

Mr. St. John explained that this Resolution must be done every year in order to authorize the Tax Collector in Jefferson County to assess and collect municipal ad valorem taxes.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – 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 22, 2013 at 5 PM.

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

CITIZENS COMMENTS

David Harwell, 1803 Catala Road, thanked the Council for the open transparency within the agenda packets to answer questions concerning where funding is derived within these requests along with the public hearing.

Bill Haas, 1625 Panorama Drive, asked if the City Manager was still on the payroll and asked why a severance pay was paid to him.

Mr. Boone explained that the City Manager resigned and the City negotiated a figure out with him to follow that resignation.

EXECUTIVE SESSION

The Mayor indicated that the Council needed to convene in Executive Session for an estimated 45 minutes to discuss the possible sale/purchase of property and existing litigation. Mr. Boone concurred that those were valid reasons for an Executive Session. The Mayor indicated that there might be additional business following the Executive Session and opened the floor for a motion.

MOTION Motion to move into Executive Session for an estimated 45 minutes for the sale/purchase of property and existing litigation was by Mr. Henley. Second was by Mr. Sharp. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

The Council exited the Chamber at 6:15 PM and entered into Executive Session. At 7:05 PM the Council re-entered the Chamber and the Mayor called the meeting back to order.

RESOLUTION NUMBER 4443

Resolution Number 4443 - A Resolution Authorizing The City Manager And Mayor To Settle A Lawsuit

MOTION Motion for unanimous consent for immediate consideration and action on Resolution Number 4443 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 adopt Resolution Number 4443 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Boone explained the Alabama Open Meetings Act and the reason for this Resolution is to settle a pending lawsuit. This litigation was discussed in Executive Session and all this needs is a vote.

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

MOTION Motion to adjourn was by Mr. Ammons. Meeting adjourned at 7:15 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Wendy Appling
Deputy 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 22nd day of April, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

April 10, 2013

By Hand Delivery

Interim City Manager Jim St. John
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Contract by and Between the City of Vestavia Hills, Alabama and CDG Engineers and Associates, Inc.
ATRIP Project No. 37-03-33/Resurfacing Columbiana, Tyler and Overton Roads; and

Contract by and Between the City of Vestavia Hills, Alabama and CDG Engineers and Associates, Inc.
ATRIP Project No. 37-03-34/Resurfacing of Rocky Ridge Road

Dear Chief St. John:

The City Council discussed Resolution Number 4422 at its meeting on April 8, 2013.

In connection with this matter, I am enclosing two contracts with addenda prepared by me, which I recommend to the City Council from a legal standpoint.

Please call me if you have any questions regarding these two contracts.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosures

cc: Mayor Alberto C. Zaragoza, Jr. (w/encls.-by hand)
City Clerk Rebecca Leavings (w/encls.-by hand)
City Engineer Christopher Brady (w/encls.-by hand)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

The City of Vestavia Hills (“Owner”)

and CDG Engineers and Associates, Inc. (“Engineer”)

ATRIP Project No. 37-03-33 (“Project”).

Resurfacing Columbiana, Tyler and Overton Roads

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 in Appendix A.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* 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, 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, without liability, 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.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the

Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and

legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) 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.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.02 Proposal Incorporated Into Agreement

The Proposal, dated March 6, 2013, prepared by Marc Thompson of CDG Engineers and Associates, Inc. and submitted by Christopher Brady of the City of Vestavia Hills, Alabama, is attached hereto, marked as Exhibit 1 and is incorporated into this Agreement by reference as though set out fully herein.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 76,585.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

License or Certificate No. and State _____

Address for giving notices:

Address for giving notices:

Marc Thompson
100 Concourse Parkway, Suite 170
Hoover, AL 35244



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35244

TEL: 205.403.2600
FAX: 205.403.2623

www.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. 37-03-33
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-laned. 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

ANDALUSIA ALBERTVILLE BIRMINGHAM DOTHAN DeFUNIAC SPRINGS HOOVER HUNTSVILLE



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:
 - Typical Sections;
 - Intersection Layouts;
 - Signal loop wire schematic sketches;
 - Summary of Quantities and detailed quantity box sheets;
 - Erosion Control Plans, if necessary;
 - Traffic Control Sheets;
 - 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:
 - Submittal and approval of project materials report;
 - Plans, Specifications and Estimate (PS&E) Review submittal to ALDOT's 3rd Division;
 - Attendance at PS&E review meeting and site inspection as required;
 - Revisions to plan assembly resultant of PS&E review;
 - Construction Bureau Review submittal and plan revisions;
 - 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.

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.

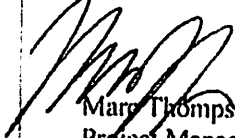
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We appreciate the opportunity to submit this proposal. If you have any questions, comments or require additional information, please give us a call.

Sincerely,

CDG Engineers & Associates



Marc Thompson, P.E.
Project Manager

Cc: Project File

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STATE OF ALABAMA

JEFFERSON COUNTY

ADDENDUM TO AGREEMENT

WITNESSETH THIS ADDENDUM TO AGREEMENT, made and entered into on this the _____ day of _____, 2013, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and CDG Engineers and Associates, Inc., an Alabama corporation, as "Engineer" ("CDG").

WITNESSETH THESE RECITALS:

WHEREAS, the City Council of the City of Vestavia Hills, Alabama approved and adopted Resolution Number 4422 on _____, 2013 authorizing the Mayor and City Manager to execute an Agreement by and between the City of Vestavia Hills, Alabama, as Owner, and CDG Engineers and Associates, Inc., as Engineer, (the "Agreement") for engineering services regarding ATRIP (Alabama Transportation Rehabilitation and Improvement Project) Project number 37-03-33 providing for the resurfacing of portions of Columbiana Road, Tyler Road and Overton Road at a cost not to exceed Seventy-six Thousand Five Hundred Eighty-five Dollars (\$76,585.00); and

WHEREAS, both the City, as Owner, and CDG, as Engineer, executed and delivered the Agreement on _____, 2013; and

WHEREAS, the City and Engineer wish to amend the Agreement by the execution and delivery of this Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Engineer hereby mutually and expressly amend the Agreement as set forth below.

This Addendum is a part of the principal Agreement referred to above, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal Agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Engineer than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Vestavia Hills City Council.

Notwithstanding anything contained in the Agreement to the contrary, the Owner and Engineer agree to add the following terms, provisions and conditions to the said Agreement as Section 10 to said Agreement:

10. OTHER PROVISIONS

10.1 DEFINITIONS: For purposes of this Addendum, the terms below have the following meanings:

(a) “*The City*” refers to and includes the City of Vestavia Hills, Alabama, and its constituent departments, boards and agencies.

(b) “*The (this) Agreement*” refers to the principal Agreement, contract, proposal, quotation or other document that sets forth the basic terms and conditions under which the Engineer is engaged to provide goods, materials or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

(c) “*The Engineer*” shall mean CDG Engineers and Associates, Inc.

10.2. PREPARATION OF CONSTRUCTION CONTRACT: The Engineer shall prepare the Construction Contract for acceptance and execution by the Contractor and Owner and the forms for the Performance Bond and the Labor and Materials Bond as required by the Public Works Law set forth in Title 39-1-1, et seq., *Code of Alabama, 1975*. The Construction Contract and the forms for the Performance Bond and Labor and Materials Bond shall constitute a part of the drawings, plans, specifications, project manual, contract documents and other bid documents submitted to prospective bidders as referred to in the advertisement for bids.

10.3. ADVERTISEMENT FOR BID: The Engineer shall prepare the advertisement for bids and have it appropriately published in newspapers all in accordance with the requirements of the Alabama Public Works Law set forth at Title 39-2-2, *Code of Alabama, 1975*. The Owner will either pay for the publication directly to the publishers or reimburse the Engineer for publications as a reimbursable expense.

10.4. PREQUALIFICATION OF BIDDERS: The Engineer shall prequalify contractors who wish to bid on the work.

10.5. IMMIGRATION: By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

10.6. INDEPENDENT CONTRACTOR: CDG Engineers and Associates, Inc. is an independent contractor for purposes of this Agreement as amended. Nothing contained in the Agreement as hereby amended shall be construed to mean that said Engineer, CDG Engineers and Associates, Inc. is the servant, agent or employee of the City of Vestavia Hills, Alabama.

10.7. WORKER'S COMPENSATION: Engineer shall carry Worker's Compensation insurance for all of its employees and those of its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker's Compensation Law.

10.8. LIABILITY INSURANCE: Engineer shall carry Public Liability Insurance with limits of Three Hundred Thousand Dollars (\$300,000.00), per person, and One Million Dollars (\$1,000,000.00), per occurrence, to cover and protect the City and Engineer and its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the Agreement as amended. The City of Vestavia Hills, Alabama shall be added as "an additional insured" to the general comprehensive liability insurance policy of Engineer.

10.9. INDEMNITY: Engineer shall indemnify and save harmless the City of Vestavia Hills, Alabama, its Mayor, City Manager, individual members of the City Council, servants, agents, employees or representatives from any and all claims, demands, controversies, actions, causes of action, liabilities of action, lawsuits, liabilities and damages arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of work performed by the Engineer under this Agreement as amended.

10.10. PROFESSIONAL ENGINEER: CDG represents, covenants and warrants that it is a licensed professional engineer within the meaning of Title 34-11-1(3), *Code of Alabama, 1975*, in good standing with the State of Alabama Board of Licensure for Professional Engineers and Land Surveyors. CDG agrees to serve as Professional Engineer for the Project and the Work hereinafter described in the Agreement and the Proposal.

10.11. COMPLIANCE WITH APPLICABLE LAWS: CDG shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Agreement between City and CDG.

10.12. ARBITRATION; MEDIATION; ALTERNATE DISPUTE RESOLUTION: The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (a) the rights and remedies available under such arbitration rules or processes do not afford the Engineer greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (b) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (c) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

10.13. ATTORNEY'S FEES; COURT COSTS; LITIGATION EXPENSES: The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

10.14. INDEMNIFICATION; HOLD HARMLESS; RELEASE; WAIVER; LIMITATIONS OF LIABILITY OF REMEDIES: The City shall not and does not indemnify, hold harmless, or release the Engineer or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Engineer or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Engineer or any person, firm, or entity in privity therewith or acting on Engineer's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the Agreement, and void.

10.15 CONTINGENCIES: This contract is subject to and contingent upon the following conditions being completed prior to this Agreement, as amended, becoming effective:

(a) That the jurisdictions of Jefferson County, Alabama, the City of Mountain Brook, Alabama and the City of Hoover, Alabama participate in this project; and

(b) That the jurisdictions of Jefferson County, Alabama, the City of Mountain Brook, Alabama and the City of Hoover, Alabama pay their prorata share of the engineering fees as set forth in Exhibit 2 attached hereto; and

(c) That the funding for ATRIP Project number 37-03-33 be approved and completed.

If any one or more of the conditions recited above are not completed, then in such event this contract shall be automatically terminated, cancelled, become null and void, and have no force and effect.

10.16. MISCELLANEOUS:

(a) **Non Waiver:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

(b) **Waiver of Modification:** Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This Agreement may be amended at any time by written agreement of the parties signatory hereto.

(c) **Notices:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

(d) **Governing Law:** This Agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

(e) **Article and Section Headings:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(f) **Construction of Terms:** The City and CDG negotiated the terms, provisions and conditions of this Agreement and both parties had the equal opportunity for input for the drafting of this Agreement. Therefore, any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

(g) **Execution in Counterparts:** The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) **Binding Effect:** The Agreement shall inure to the benefit of, and shall be binding upon City and CDG and their heirs, successors and assigns.

(i) **Severability:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(j) **Entire Agreement:** This written Agreement contains the entire agreement between the City and the CDG.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama and CDG Engineers and Associates, Inc. have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on this the _____ day of _____, 2013.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Alberto C. Zaragoza, Jr.
Its Mayor

By _____
Jim St. John
Its City Manager

ATTESTED

By _____

ENGINEER:
CDG ENGINEERS AND ASSOCIATES, INC.

By _____
Its _____

ATTESTED:

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jim St. John, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Addendum to Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of CDG Engineers and Associates, Inc., an Alabama corporation, is signed to the foregoing Addendum to Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said CDG Engineers and Associates, Inc.

Given under my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires:

SEAL

ATRIP project cost estimates
breakdown of approximate percentage per municipal jurisdictions
 updated: 6-March-2013

ATRIP No. 37-03-34

Rocky Ridge

			<u>Estimated Cost</u>	<u>20% Match</u>	<u>estimated PE fees</u>
	5.71 miles		\$ 2,677,308.69	\$ 535,461.74	\$ 109,321.00
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

			<u>Estimated Cost</u>	<u>20% Match</u>	<u>estimated PE fees</u>
	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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

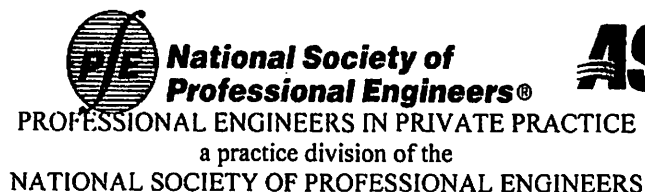
SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
The City of Vestavia Hills (“Owner”)
and CDG Engineers and Associates, Inc. (“Engineer”)
ATRIP Project No. 37-03-34 (“Project”).

Resurfacing Columbiana, Tyler and Overton Roads

The Proposal for Professional Engineering Services for ATRIP Project No. 37-03-34 Resurfacing Rocky Ridge Road,
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 in Appendix A.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* 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, 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, without liability, 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.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the

Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and

legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) 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.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

7.02 Proposal Incorporated Into Agreement

The Proposal, dated March 6, 2013, prepared by Marc Thompson of CDG Engineers and Associates, Inc. and submitted by Christopher Brady of the City of Vestavia Hills, Alabama, is attached hereto, marked as Exhibit 1 and is incorporated into this Agreement by reference as though set out fully herein.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 109,321.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

License or Certificate No. and State _____

Address for giving notices:

Address for giving notices:

Marc Thompson
100 Concourse Parkway, Suite 170
Hoover, AL 35244



March 6, 2013

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

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35244

TEL: 205 403 2600
FAX: 205 403 2623

www.cdge.com

*Providing solutions...
building relationships*

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

ANDALUSIA ALBERTVILLE BIRMINGHAM DOTJIAN DeFUNIAC SPRINGS HOOVER HUNTSVILLE



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 2½-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:
 - Typical Sections;
 - Intersection Layouts;
 - Signal loop wire schematic sketches;
 - Summary of Quantities and detailed quantity box sheets;
 - Erosion Control Plans, if necessary;
 - Traffic Control Sheets;
 - Retaining wall as required;
 - Drainage sections as needed;
 - Plan Sheets of the proposed improvements;
 - 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:
 - Submittal and approval of project materials report;
 - Plans, Specifications and Estimate (PS&E) Review submittal to ALDOT's 3rd Division;
 - Attendance at PS&E review meeting and site inspection as required;
 - Revisions to plan assembly resultant of PS&E review;
 - Construction Bureau Review submittal and plan revisions;
 - Final, signed Mylar submitted to the Bureau of Innovative Projects for project letting (by ALDOT).

*Providing solutions...
building relationships*



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

*Providing solutions...
building relationships*

STATE OF ALABAMA

JEFFERSON COUNTY

ADDENDUM TO AGREEMENT

WITNESSETH THIS ADDENDUM TO AGREEMENT, made and entered into on this the _____ day of _____, 2013, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and CDG Engineers and Associates, Inc., an Alabama corporation, as "Engineer" ("CDG").

WITNESSETH THESE RECITALS:

WHEREAS, the City Council of the City of Vestavia Hills, Alabama approved and adopted Resolution Number 4422 on _____, 2013 authorizing the Mayor and City Manager to execute an Agreement by and between the City of Vestavia Hills, Alabama, as Owner, and CDG Engineers and Associates, Inc., as Engineer, (the "Agreement") for engineering services regarding ATRIP (Alabama Transportation Rehabilitation and Improvement Project) Project number 37-03-34 providing for the resurfacing of a portion of Rocky Ridge Road at a cost not to exceed One Hundred Nine Thousand Three Hundred Twenty-one Dollars (\$109,321.00); and

WHEREAS, both the City, as Owner, and CDG, as Engineer, executed and delivered the Agreement on _____, 2013; and

WHEREAS, the City and Engineer wish to amend the Agreement by the execution and delivery of this Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Engineer hereby mutually and expressly amend the Agreement as set forth below.

This Addendum is a part of the principal Agreement referred to above, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal Agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Engineer than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Vestavia Hills City Council.

Notwithstanding anything contained in the Agreement to the contrary, the Owner and Engineer agree to add the following terms, provisions and conditions to the said Agreement as Section 10 to said Agreement:

10. OTHER PROVISIONS

10.1 DEFINITIONS: For purposes of this Addendum, the terms below have the following meanings:

(a) “*The City*” refers to and includes the City of Vestavia Hills, Alabama, and its constituent departments, boards and agencies.

(b) “*The (this) Agreement*” refers to the principal Agreement, contract, proposal, quotation or other document that sets forth the basic terms and conditions under which the Engineer is engaged to provide goods, materials or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

(c) “*The Engineer*” shall mean CDG Engineers and Associates, Inc.

10.2. PREPARATION OF CONSTRUCTION CONTRACT: The Engineer shall prepare the Construction Contract for acceptance and execution by the Contractor and Owner and the forms for the Performance Bond and the Labor and Materials Bond as required by the Public Works Law set forth in Title 39-1-1, et seq., *Code of Alabama, 1975*. The Construction Contract and the forms for the Performance Bond and Labor and Materials Bond shall constitute a part of the drawings, plans, specifications, project manual, contract documents and other bid documents submitted to prospective bidders as referred to in the advertisement for bids.

10.3. ADVERTISEMENT FOR BID: The Engineer shall prepare the advertisement for bids and have it appropriately published in newspapers all in accordance with the requirements of the Alabama Public Works Law set forth at Title 39-2-2, *Code of Alabama, 1975*. The Owner will either pay for the publication directly to the publishers or reimburse the Engineer for publications as a reimbursable expense.

10.4. PREQUALIFICATION OF BIDDERS: The Engineer shall prequalify contractors who wish to bid on the work.

10.5. IMMIGRATION: By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

10.6. INDEPENDENT CONTRACTOR: CDG Engineers and Associates, Inc. is an independent contractor for purposes of this Agreement as amended. Nothing contained in the Agreement as hereby amended shall be construed to mean that said Engineer, CDG Engineers and Associates, Inc. is the servant, agent or employee of the City of Vestavia Hills, Alabama.

10.7. WORKER'S COMPENSATION: Engineer shall carry Worker's Compensation insurance for all of its employees and those of its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker's Compensation Law.

10.8. LIABILITY INSURANCE: Engineer shall carry Public Liability Insurance with limits of Three Hundred Thousand Dollars (\$300,000.00), per person, and One Million Dollars (\$1,000,000.00), per occurrence, to cover and protect the City and Engineer and its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the Agreement as amended. The City of Vestavia Hills, Alabama shall be added as "an additional insured" to the general comprehensive liability insurance policy of Engineer.

10.9. INDEMNITY: Engineer shall indemnify and save harmless the City of Vestavia Hills, Alabama, its Mayor, City Manager, individual members of the City Council, servants, agents, employees or representatives from any and all claims, demands, controversies, actions, causes of action, liabilities of action, lawsuits, liabilities and damages arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of work performed by the Engineer under this Agreement as amended.

10.10. PROFESSIONAL ENGINEER: CDG represents, covenants and warrants that it is a licensed professional engineer within the meaning of Title 34-11-1(3), *Code of Alabama, 1975*, in good standing with the State of Alabama Board of Licensure for Professional Engineers and Land Surveyors. CDG agrees to serve as Professional Engineer for the Project and the Work hereinafter described in the Agreement and the Proposal.

10.11. COMPLIANCE WITH APPLICABLE LAWS: CDG shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Agreement between City and CDG.

10.12. ARBITRATION; MEDIATION; ALTERNATE DISPUTE RESOLUTION: The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (a) the rights and remedies available under such arbitration rules or processes do not afford the Engineer greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (b) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (c) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

10.13. ATTORNEY'S FEES; COURT COSTS; LITIGATION EXPENSES: The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

10.14. INDEMNIFICATION; HOLD HARMLESS; RELEASE; WAIVER; LIMITATIONS OF LIABILITY OF REMEDIES: The City shall not and does not indemnify, hold harmless, or release the Engineer or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Engineer or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Engineer or any person, firm, or entity in privity therewith or acting on Engineer's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the Agreement, and void.

10.15 CONTINGENCIES: This contract is subject to and contingent upon the following conditions being completed prior to this Agreement, as amended, becoming effective:

(a) That the jurisdictions of Jefferson County, Alabama, the City of Mountain Brook, Alabama and the City of Hoover, Alabama participate in this project; and

(b) That the jurisdictions of Jefferson County, Alabama, the City of Mountain Brook, Alabama and the City of Hoover, Alabama pay their prorata share of the engineering fees as set forth in Exhibit 2 attached hereto; and

(c) That the funding for ATRIP Project number 37-03-34 be approved and completed.

If any one or more of the conditions recited above are not completed, then in such event this contract shall be automatically terminated, cancelled, become null and void, and have no force and effect.

10.16. MISCELLANEOUS:

(a) **Non Waiver:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

(b) **Waiver of Modification:** Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This Agreement may be amended at any time by written agreement of the parties signatory hereto.

(c) **Notices:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

(d) **Governing Law:** This Agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

(e) **Article and Section Headings:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(f) **Construction of Terms:** The City and CDG negotiated the terms, provisions and conditions of this Agreement and both parties had the equal opportunity for input for the drafting of this Agreement. Therefore, any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

(g) **Execution in Counterparts:** The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) **Binding Effect:** The Agreement shall inure to the benefit of, and shall be binding upon City and CDG and their heirs, successors and assigns.

(i) **Severability:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(j) **Entire Agreement:** This written Agreement contains the entire agreement between the City and the CDG.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama and CDG Engineers and Associates, Inc. have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on this the _____ day of _____, 2013.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Alberto C. Zaragoza, Jr.
Its Mayor

By _____
Jim St. John
Its City Manager

ATTESTED

By _____

ENGINEER:
CDG ENGINEERS AND ASSOCIATES, INC.

By _____
Its _____

ATTESTED:

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jim St. John, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Addendum to Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of CDG Engineers and Associates, Inc., an Alabama corporation, is signed to the foregoing Addendum to Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said CDG Engineers and Associates, Inc.

Given under my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires:

SEAL

ATRIP project cost estimates
breakdown of approximate percentage per municipal jurisdictions
 updated: 6-March-2013

ATRIP No. 37-03-34

Rocky Ridge
 5.71 miles Estimated Cost 20% Match estimated PE fees
 \$ 2,677,308.69 \$ 535,461.74 \$ 109,321.00

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
 1.35 miles Estimated Cost 20% Match estimated PE fees
 \$ 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

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:

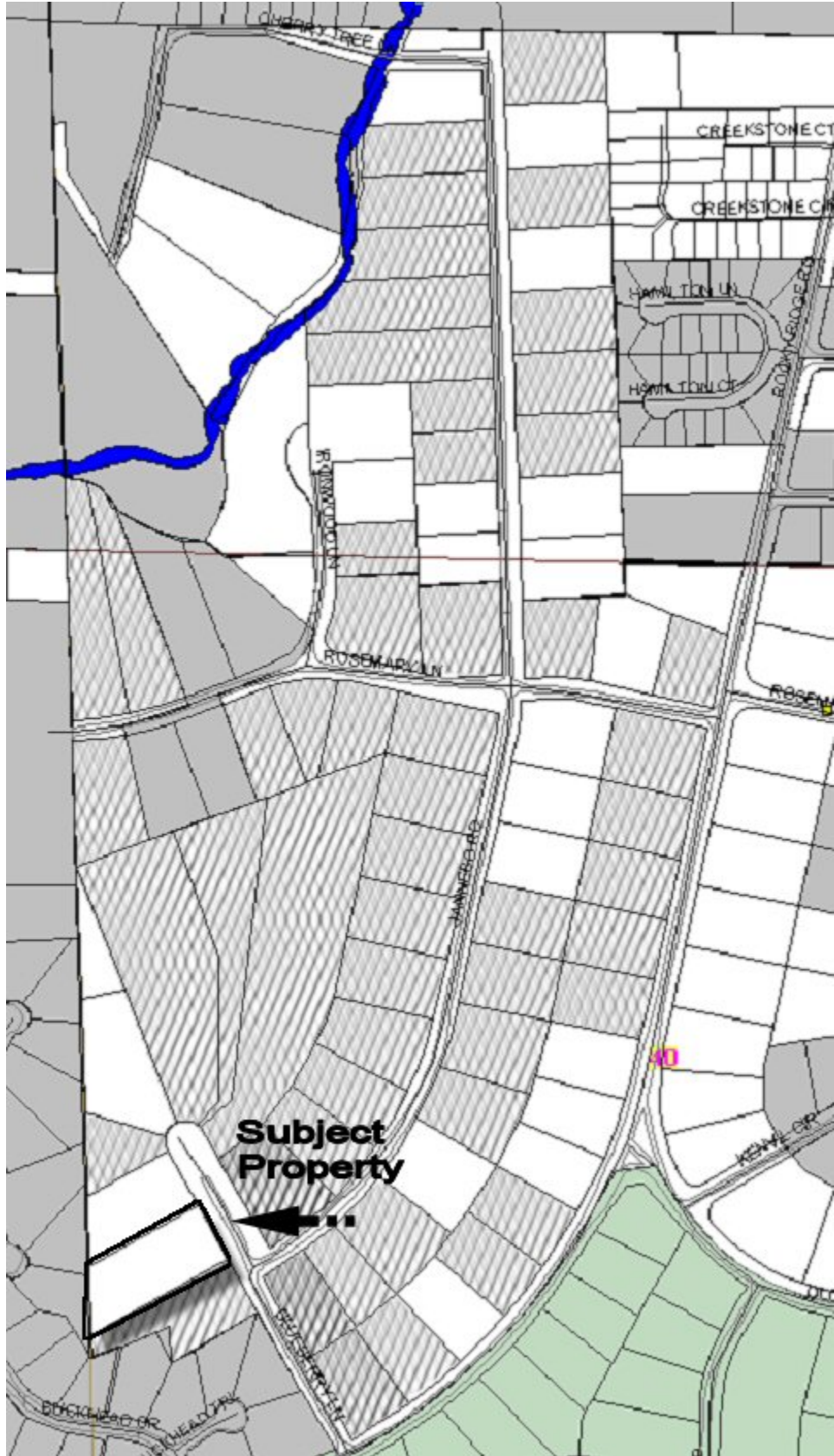
3312 Blueberry Lane
Lot 137, Buckhead, 4th Sector
Brian and Shannon Fagen, Owner(s)

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 3312 Blueberry Lane

Owners: Brian + Shannon Fagan

Date: 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 234,700.. 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 Lane

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

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

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

11. Information on children: Number in family 5; Plan to enroll in VH schools Yes _____ No _____ Comments: 3- children 5, 2, mos. undecided about school.

Other Comments: _____



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 T 3312 BLUEBERRY LN VESTAVIA AL / 352163802			
Site Address			
3312 BLUEBERRY LN 35216 Fire District (ESN): #504 ROCKY RIDGE F.D.			
Legal Discription			
LOT 137 BUCKHEAD 4TH SECTOR			
Miscellaneous Information			
Section:	5	Parcel:	40-5-2-5-10-RR-0
Township:	19S	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:	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 [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

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: 3312 Blueberry Ln

Engineering: Date: 3/6/13 Initials: CB

Comments: no problems noted

Police Department: Date: 3-6/13 Initials: [Signature]

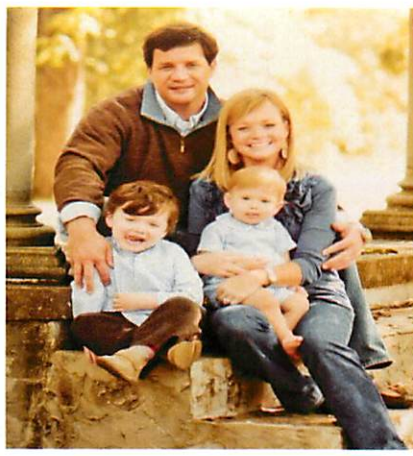
Comments: _____

Fire Department: Date: 3/5/13 Initials: [Signature]

Comments: no problems noted

Public Works: Date: _____ Initials: _____

Comments: _____



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

The Fagan's
3312 Blueberry Lane



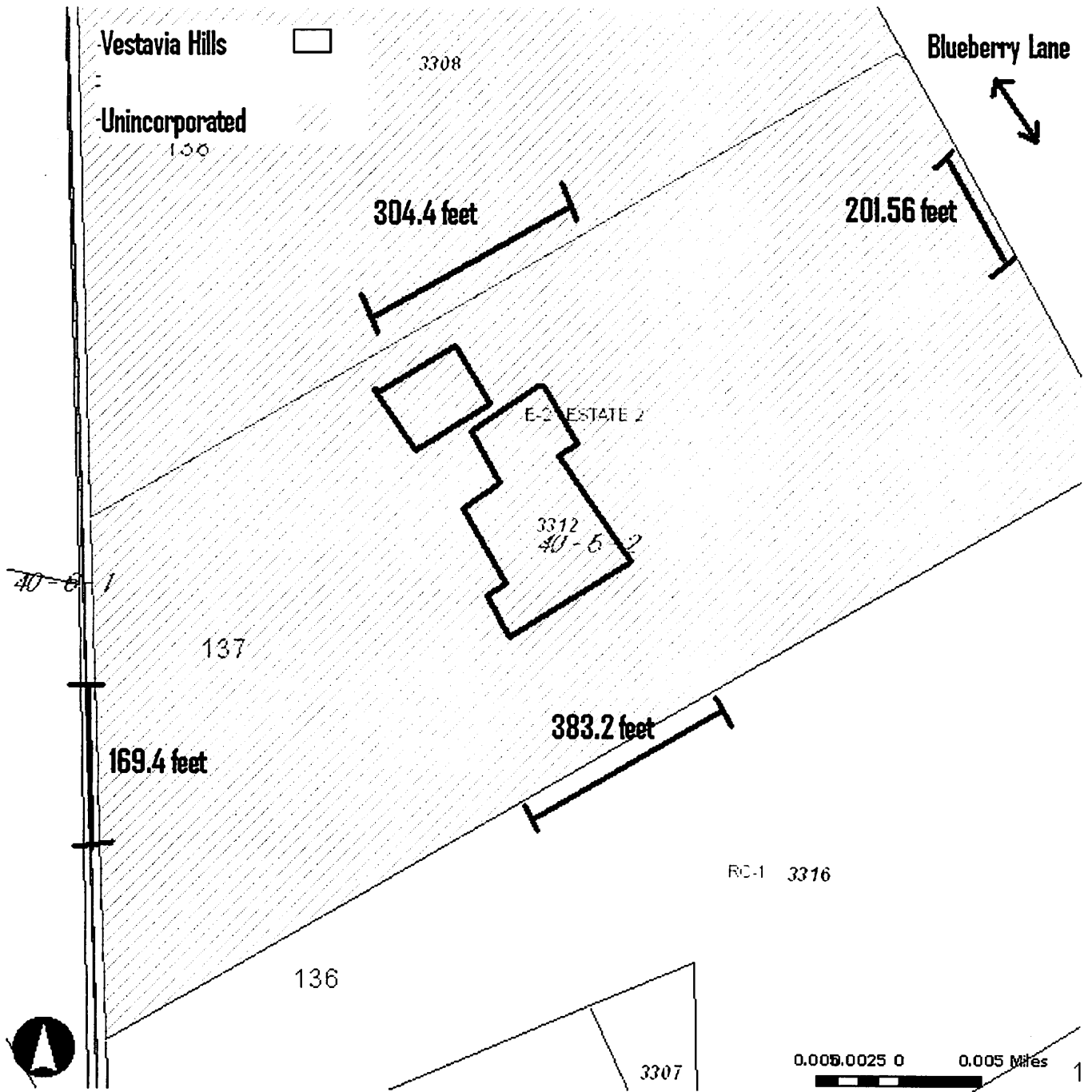


EXHIBIT "A"

LOT: Lot 137 Buckhead 4th Sector

BLOCK: 005

SURVEY: _____

RECORDED IN MAP BOOK 37, PAGE 99 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 137 Buckhead 4th Sector
Parcel # 40-05-2-005-010.000-00

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.F.

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>B. Matt Fagan</u>	Lot <u>137</u> Block <u>005</u> Survey _____
<u>Shannon Fagan</u>	Lot <u>137</u> Block <u>005</u> Survey _____
_____	Lot _____ Block _____ Survey _____

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

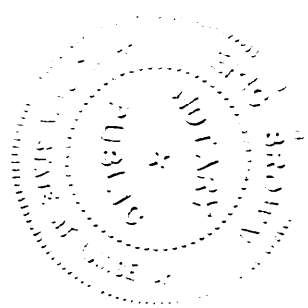
STATE OF ALABAMA

Jefferson COUNTY

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

B. Matt Fagan Shannon Fagan
Signature of Certifier

Subscribed and sworn before me this the 28th day of February, 2013.



BMF
58 ndwrborg
SPST

[Signature]
Notary Public

My commission expires. MY COMMISSION 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: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Brian Matthew & Shannon Marie Fagan

Address: 3312 Blueberry Lane

City: Birmingham State: AL Zip: 35216

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Carson Matthew Fagan	5	K5	undecided	
2.	Campbell Means Fagan	2			
3.	Oliver David Fagan	mos			
4.					
5.					
6.					

currently enrolled at Saint Marks

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 enroll in VHCS in 2013.

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:

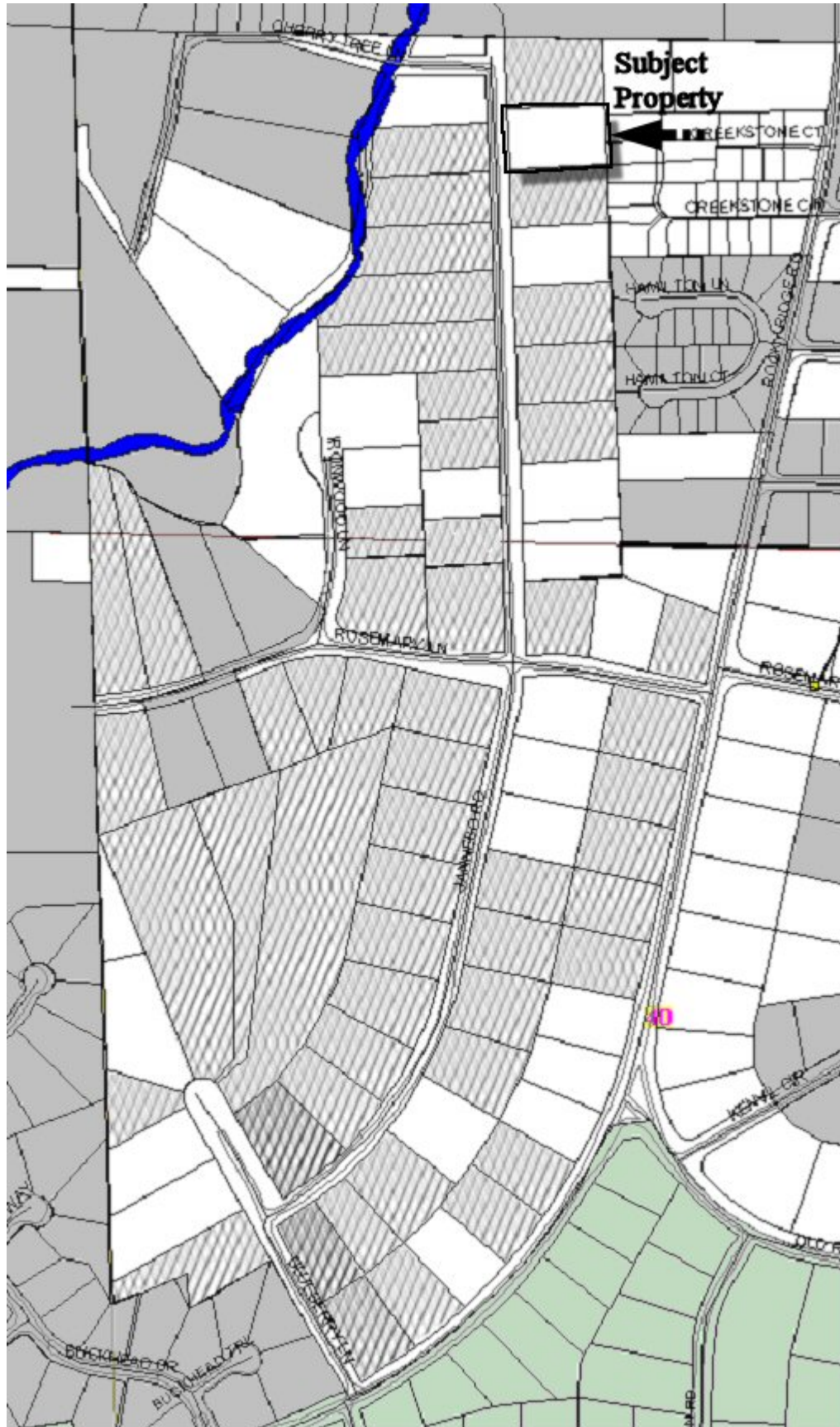
2469 Jannebo Road
Lot 123, Buckhead, 4th Sector
Shannon Kilgore, Owner(s)

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2469 Gannebo Rd

Owners: Shannon Kilgore

Date: 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 215,000. Meets city criteria: Yes No
Comment: Home has been ^{15,300} remodeled
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 Tannebo Rd

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

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

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

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

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.

Location: 2469 Jannebo Rd

Engineering: Date: 3/6/13 Initials: CB

Comments: no problems noted

Police Department: Date: 3-4-13 Initials: [Signature]

Comments: _____

Fire Department: Date: 2/22/13 Initials: [Signature]

Comments: _____

Public Works: Date: _____ Initials: _____

Comments: _____

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			
LUSCO LAWRENCE ANTHONY & 516 OVERHILL RD PELHAM AL / 351241622			
Site Address			
2469 JANNEBO RD 35216 Fire District (ESN): #504 ROCKY RIDGE F.D.			
Legal Discription			
LOT 123 BUCKHEAD 4TH SECTOR			
Miscellaneous Information			
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 Value:	\$36600.00	Sub District:	0
Total Value:	\$151700.00	Deed Book:	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 [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

STATE OF ALABAMA

Jefferson 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 Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

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

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

EXHIBIT "A"

LOT: 123

BLOCK: _____

SURVEY: Buckhead Estates

RECORDED IN MAP BOOK 37, PAGE 99 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-2

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>123</u> Block _____	Survey <u>Buckhead Estates</u>
_____	Lot _____ Block _____	Survey _____
_____	Lot _____ Block _____	Survey _____

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

STATE OF ALABAMA

_____ **COUNTY**

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

Signature of Certifier

Subscribed and sworn before me this the ____ day of _____, 20__.

Notary Public

My commission expires: _____

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): S.K. Properties LLC, Shannon Kilgore
Address: 2469 Janneto Rd
City: Birmingham State: Al Zip: 35216

Information on Children:

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

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

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

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:

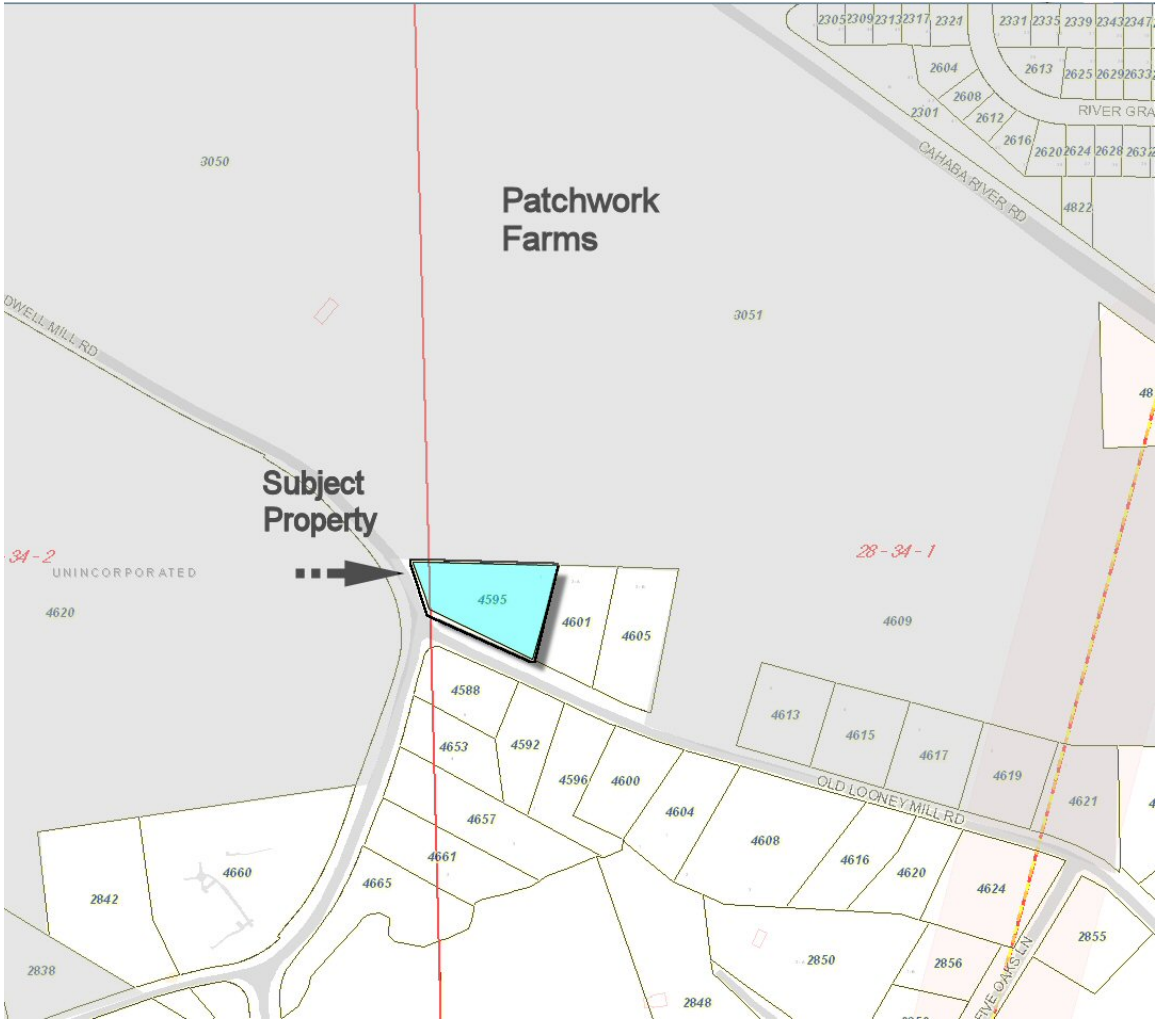
4595 Old Looney Mill Road
Lot 1 Old Looney Mill Development
Brandon and Kathryn Falls, Owner(s)

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 4595 Old Looney Mill Rd

Owners: Brandor Falls

Date: 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 224,100.. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes _____ 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 Looney 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 city departments?
Yes _____ No Comments: _____

11. Information on children: Number in family 6; Plan to enroll in VH schools Yes No _____ Comments: 1 child 5 yoa, 3 children 2yoa

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.

Location: 4595 Old Looney Rd

Engineering: Date: 3/6/13 Initials: CB

Comments: no problem noted

Police Department: Date: 3-4-13 Initials: [Signature]

Comments: _____

Fire Department: Date: 2/22/13 Initials: [Signature]

Comments: _____

Public Works: Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

JEFFERSON COUNTY

**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 JEFFERSON County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

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

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

205-587-7628

EXHIBIT "A"

LOT: 1 (ONE)

BLOCK: _____

SURVEY: OLD LOONEY MILL DEVELOPMENT

RECORDED IN MAP BOOK 202, PAGE 23 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: E-2

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

<u>Brandon P. Falls</u>	Lot <u>1</u>	Block _____	Survey <u>OLD LOONEY MILL DEVELOPMENT</u>
<u>Kathy K Falls</u>	Lot <u>1</u>	Block _____	Survey <u>OLD LOONEY MILL DEVELOPMENT</u>
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

JEFFERSON COUNTY

BRANDON K. FALLS 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.

Brandon P. Falls
Signature of Certifier

Subscribed and sworn before me this the 22 day of February, 2013.

Michele YN
Notary Public

My commission expires: 1/13/14

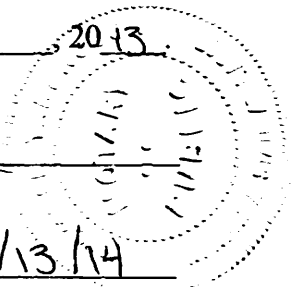


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

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

Resolution: Date: _____ Number: _____

Overnight Ordinance: Date: _____ Number: _____

90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): KATHRYN AND BRANDON FALLS

Address: 4595 OLD LOONEY MILL ROAD

City: BIRMINGHAM State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	LADEN FALLS	5	K	✓	
2.	JACOB FALLS	2			
3.	COOPER FALLS	2			
4.	KATHRYN L. FALLS	2			
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 2013

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:

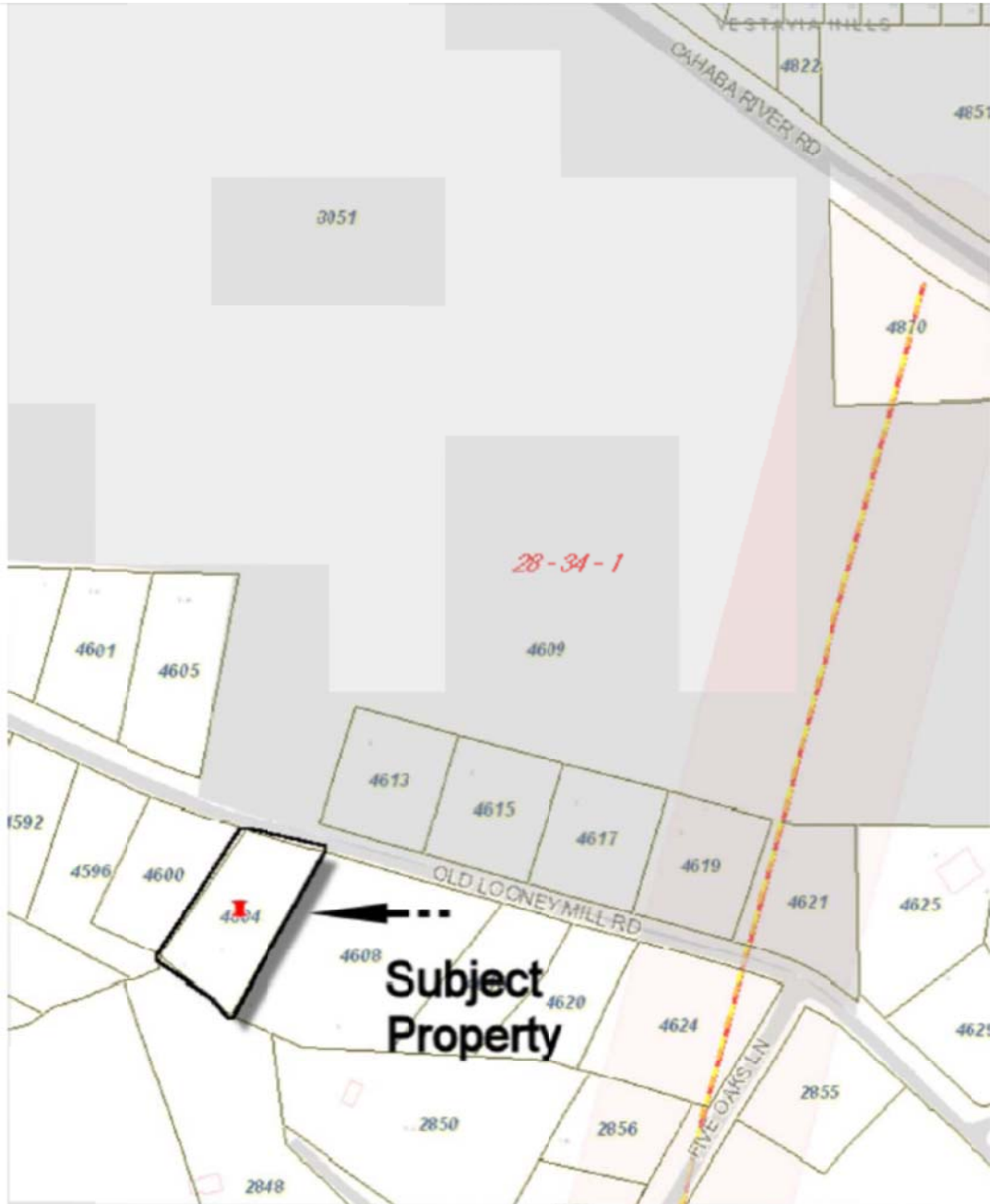
4604 Old Looney Mill Road
Lot 1 W.O. Brasseale Subd.
Jacquelyn G. Britt, Owner(s)

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 4604 Old Looney Mill Rd

Owners: Jaquelyn G. Britt

Date: 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 499,100.. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes _____ 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: 4604 Old Looney 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 city departments?
Yes _____ No Comments: _____

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

Other Comments: _____



George Pierce
Chairman

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			
BRITT LANCE D & JACQUELYN G 4604 OLD LOONEY MILL RD BIRMINGHAM AL / 352432626			
Site Address			
4604 OLD LOONEY MILL RD 35243 Fire District (ESN): #504 ROCKY RIDGE F.D.			
Legal Discription			
LOT 1 W O BRASSEALE SUBDIVISION PB 175 PG 52			
Miscellaneous Information			
Section:	34	Parcel:	28-34-1-3-8.001-RR-0
Township:	18S	Map Book:	175
Range:	2W	Map Page:	52
Tax Year:	2011		
Land Value:	\$98800.00	Tax District:	001
Improvements Value:	\$400300.00	Sub District:	0
Total Value:	\$499100.00	Deed Book:	9909
		Deed Page:	3152
		Deed Date:	19990629
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 [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

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: 4604 Old Looney Mill Rd

Engineering: Date: 3/6/13 Initials: CB

Comments: no problems noted

Police Department: Date: 3-6-13 Initials: [Signature]

Comments: _____

Fire Department: Date: 3/5/13 Initials: AWB

Comments: no problems noted

Public Works: Date: _____ Initials: _____

Comments: _____

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: Lot #1

BLOCK: W.O. Brasseale Subdivision

SURVEY: _____

RECORDED IN MAP BOOK 175, PAGE 52 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: R-1

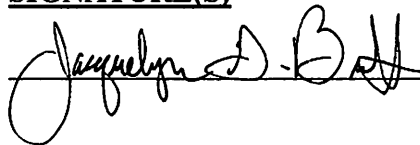
COMPATIBLE CITY ZONING: _____

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)

DESCRIPTION OF PROPERTY

	Lot#1	Block	Survey W.O. Brascale Subdivision
	Lot	Block	Survey
	Lot	Block	Survey

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

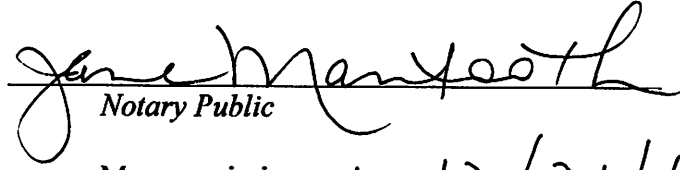
STATE OF ALABAMA

_____ **COUNTY**

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

Signature of Certifier

Subscribed and sworn before me this the 26th day of February, 2013


Notary Public

My commission expires: 12/21/15

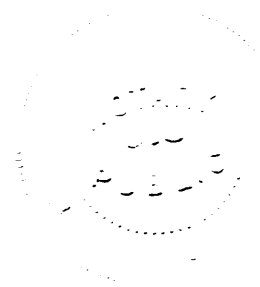


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

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

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Jacquelyn G. Britt

Address: 4604 Old Looney Mill Rd.

City: Birmingham State: AL Zip: 35243

Information on Children:

None

Plan to Enroll In Vestavia Hills School? No

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

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

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:

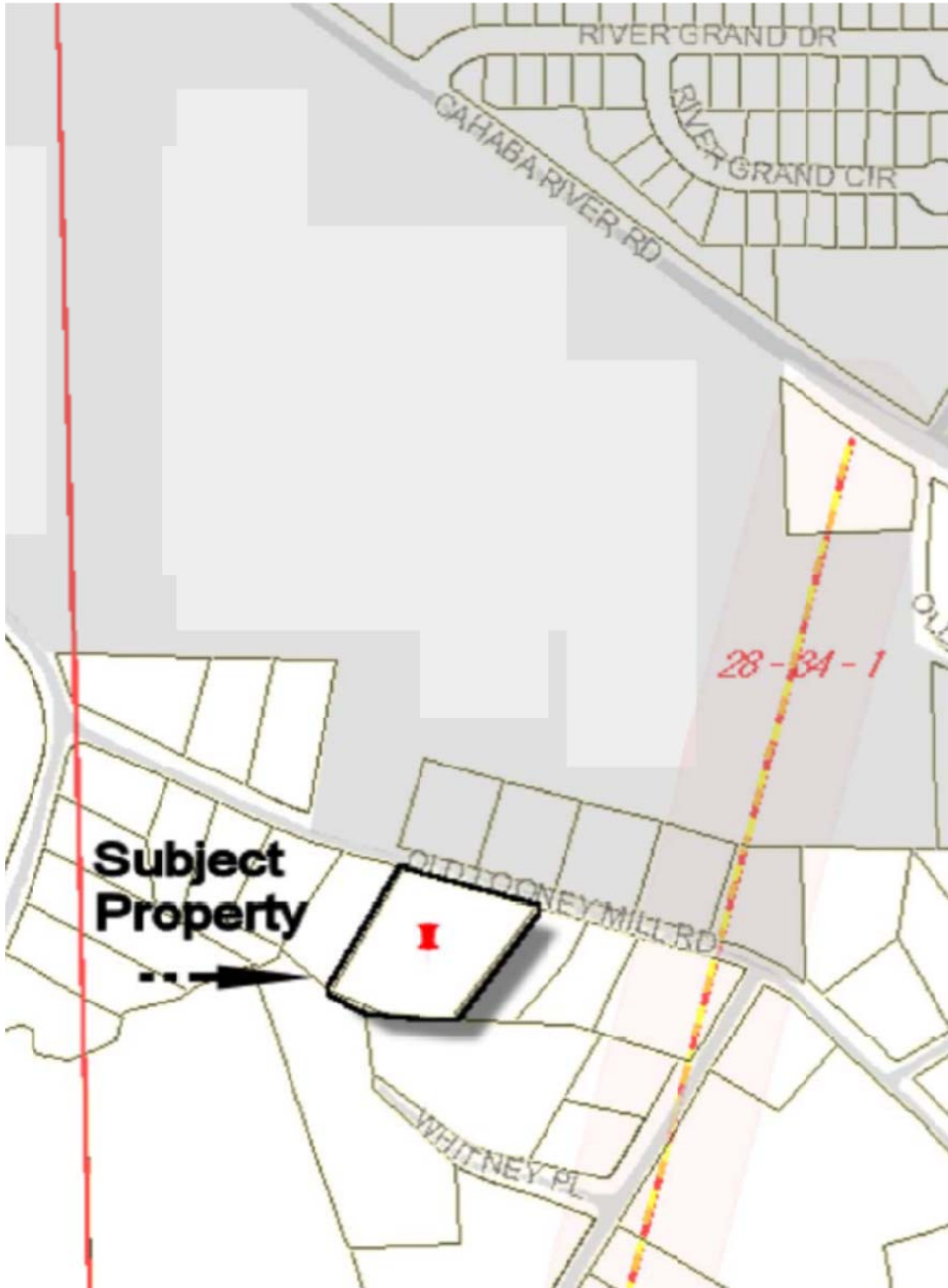
4612 Old Looney Mill Road
Lots 2 & 3 W.O. Brasseale Subdivision
Virginia W. Wood, Owner(s)

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 4612 Old Looney Mill Rd

Owners: Virginia W. Wood

Date: 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 600,300.. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
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: 4612 Old Looney 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 city departments?
Yes _____ No Comments: _____

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

Other Comments: _____



George Pierce
Chairman

Serving the citizens of Jefferson County, Alabama

Tax Assessor - Parcel ID for Legal Information

Inquiries to Tax Assessor recordings

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Tax Assessor County Tax Inquiry - Tax Year - 2011-			
Mailing Address			
WOOD VIRGINIA W 4612 OLD LOONEY MILL RD BIRMINGHAM AL / 352432626			
Site Address			
4608 OLD LOONEY MILL RD 35243 Fire District (ESN): #504 ROCKY RIDGE F.D.			
Legal Discription			
LOTS 2 & 3 W O BRASSEALE SUB PB 175 PG 52			
Miscellaneous Information			
Section:	34	Parcel:	28-34-1-3-8.002-RR-1
Township:	18S	Map Book:	175
Range:	2W	Map Page:	52
Tax Year:	2011		
Land Value:	\$107500.00	Tax District:	001
Improvements Value:	\$494800.00	Sub District:	0
Total Value:	\$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		
Class Two:			

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

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: 4612 Old Looney Mill Rd

Engineering:

Date: 3/6/13 Initials: CB

Comments: no problem noted

Police Department:

Date: 3-6-13 Initials: [Signature]

Comments: _____

Fire Department:

Date: 3/5/13 Initials: [Signature]

Comments: no problems

Public Works:

Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

Jefferson COUNTY

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 Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

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

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

EXHIBIT "A"

LOT: Lots 2 and 3

BLOCK: ^{W.O.} Brasseale Subdivision

SURVEY: PB 175, Pg 52 - Parcel no. 28-34-1-003-008.002-01

RECORDED IN MAP BOOK PB 175, PAGE 52 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: Vestavia Hills E-2

LEGAL DESCRIPTION (METES AND BOUNDS):

P Lot: 2+3 PBLK: S Lot: 05 BLK: 0 Map Book: 175
Map Page: 52

Car Tags (Jefferson County)

Virginia W. Wood - TG RR (Auburn University)

Sticker # 01-556914

Expires Oct, 2013

John B Wood - 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.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Virginia W Wood</u>	Lot <u>5²⁺³</u> Block _____ Survey <u>Brasseale Subdivision</u>
<u>John B Wood</u>	Lot <u>24³</u> Block _____ Survey <u>" "</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson 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.

Virginia W. Wood
Signature of Certifier

Subscribed and sworn before me this the 4 day of March, 2013.

Michael H. Bunker
Notary Public

My commission expires: 08/09/14



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, 2013 Action Taken: Grant _____
Deny _____

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Virginia W. Wood, John B Wood

Address: 4612 Old Looney Mill Road

City: Birmingham State: AL Zip: 35243

Information on Children:

Plan to Enroll In
Vestavia Hills School?

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

None
(No young children or school age children)

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

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:

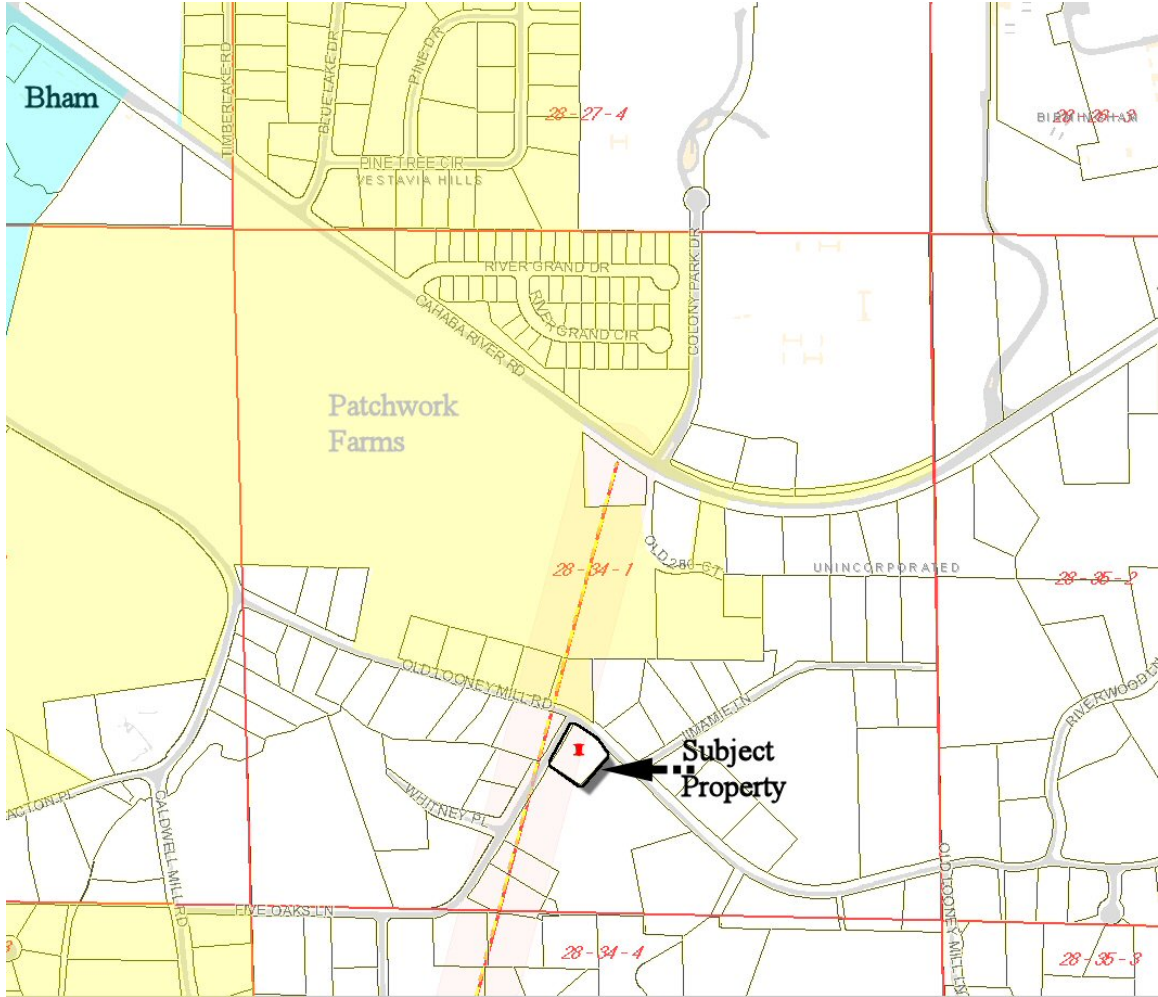
Commence at the NW corner of the SE ¼ of Section 34, Township 18 South, Range 2 West, thence 43 degrees, 55 minutes, 30 seconds left in a Southeasterly direction a distance of 87.60 feet; thence 89 degrees, 50 minutes right in a Southwesterly direction a distance of 164.20 feet; thence 81 degrees, 20 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

Property: 2855 Five Oaks Ln

Owners: John Santamour

Date: 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 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 No Comment _____

Property: 2855 Five Oaks Ln.

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

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

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

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

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.

Location: 2855 Five Oaks Lane

Engineering: Date: 3/6/13 Initials: CB

Comments: no problems noted

Police Department: Date: 3-4-13 Initials: [Signature]

Comments: _____

Fire Department: Date: 2/22/13 Initials: [Signature]

Comments: _____

Public Works: Date: _____ Initials: _____

Comments: _____

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			
SANTAMOUR JOHN J 2855 FIVE OAKS LN VESTAVIA AL / 352432639			
Site Address			
2855 FIVE OAKS LN 35243 Fire District (ESN): #504 ROCKY RIDGE 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 Information			
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:	\$109200.00	Tax District:	001
Improvements Value:	\$240400.00	Sub District:	0
Total Value:	\$349600.00	Deed Book:	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 [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

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 1-16-13

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

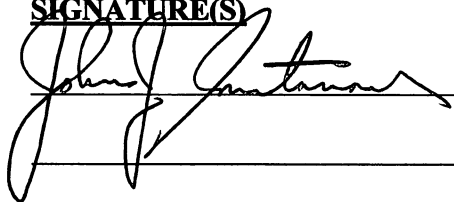
We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition 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
jjsantam@gapac.com

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
	Lot _____ Block _____ Survey <u>11/2</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA


JEFFERSON COUNTY

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



Signature of Certifier

Subscribed and sworn before me this the 16th day of January 2013



Notary Public

My commission expires: 7/06/15




EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

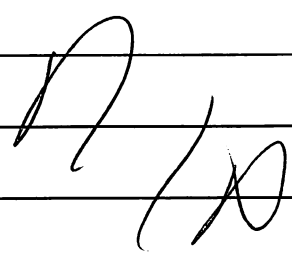
Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): JOHN J SANTAMOUR
Address: 2855 FIVE OAKS LN
City: VESTAVIA State: AL Zip: 35243

Information on Children:

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

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

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

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 $\frac{1}{2}$ of the NE $\frac{1}{4}$ 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 $\frac{1}{4}$ 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

RESOLUTION NUMBER 4444

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

WITNESSETH THESE RECITALS:

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

WHEREAS, the five-year term of Kim Benos as a member of the Vestavia Hills Board of Education expires at 6:00 PM on June 26, 2013 and

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

1. The City Council does hereby elect and appoint _____ as a member of the Vestavia Hills Board of Education for a term of five (5) years, beginning with the first regularly scheduled meeting of the Vestavia Hills Board of Education in June at 6:00 p.m. and ending at 6:00 p.m. on the date of the first regularly scheduled meeting of the Board in June of the year 2018; and

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

RESOLVED, DONE, ORDERED, APPROVED and ADOPTED, on this the 22nd day of April, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4446

**A RESOLUTION AND ORDER AUTHORIZING CERTAIN ACTION WITH RESPECT TO
THE ISSUANCE OF GENERAL OBLIGATION WARRANTS (FEDERALLY TAXABLE -
QUALIFIED ENERGY CONSERVATION BONDS - DIRECT PAY), SERIES 2013**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS (the "Council"), as follows:

Section 1. The Council has found and determined, and does hereby find, determine and declare, as follows:

(a) The Council has determined it is in the best interests of City of Vestavia Hills, Alabama (the "City") to acquire, construct and install capital improvements, consisting of energy conservation equipment, to the athletic facilities of the City in accordance with Article 7 of Chapter 16 of Title 41 of the *Code of Alabama 1975* (the "Project").

(b) The City has received an allocation of \$4,500,000 from the Alabama Energy Bond Allocation Committee for the issuance of general obligation warrants as "qualified energy conservation bonds" under the Internal Revenue Code of 1986, as amended ("Code"), to provide for the financing of the Project.

(c) It is necessary and desirable for the Council to authorize the structure and offering to the public market of general obligation warrants of the City, on a taxable basis, as "qualified energy conservation bonds" under the Code, in an aggregate principal amount not exceeding \$4,500,000 and of Series 2013 (the "Series 2013 Warrants") for the foregoing purposes.

Section 2. Subject to Section 4 hereof, the Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the determination of the proposed structure and sources of payment and uses of proceeds of the Series 2013 Warrants by Sterne, Agee & Leach, Inc., as underwriter (the "Underwriter");

(b) the preparation of the financing documents for the Series 2013 Warrants by Maynard, Cooper & Gale, P.C., as bond counsel;

(c) the terms, and distribution by the Underwriter, of a preliminary official statement with respect to the Series 2013 Warrants, in substantially the form and content attached hereto as Exhibit A, upon completion by the City;

(d) the terms and provisions of a warrant purchase agreement (the "Warrant Purchase Agreement") with respect to the Series 2013 Warrants, by the City and the Underwriter, in substantially the form and content attached hereto as Exhibit B.

Section 3. Subject to Section 4 hereof, the Mayor of the City is hereby authorized and directed to execute and deliver the Warrant Purchase Agreement with respect to the Series 2013 Warrants, upon the terms for such warrants set forth in Section 3 hereof, for and in the name of the City.

Section 4. The issuance and sale of the Series 2013 Warrants by the City shall be subject to:

(a) the final approval and authorization thereof by the Council, including without limitation the purposes, use of proceeds, principal amounts, terms of maturity and payment dates, interest rates, offering prices and redemption prices and terms, and costs of issuance and credit enhancement, if any; and

(b) the approving legal opinion of Maynard, Cooper & Gale, P.C., as bond counsel.

Section 5. All actions heretofore taken, and all agreements, documents, instruments and notices heretofore executed, delivered or made, by any of the officers of the City with respect to any matters referenced herein are hereby ratified and confirmed.

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

Section 7. This Resolution and order shall take effect immediately.

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

Alberto C. Zaragoza, Jr., Mayor

S E A L

Attest: _____
City Clerk

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

Ayes: Alberto C. Zaragoza, Jr., Mayor
 Steve Ammons, Mayor Pro-Tempore
 John Henley
 George Pierce
 Jim Sharp

Nays: _____

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

* * * *

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

Minutes approved:

Mayor

Member of the City Council

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on April 22, 2013, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the City Council on such date; and (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this ____ day of _____, 2013.

Clerk of the City of Vestavia Hills, Alabama

SEAL

RESOLUTION NO. 4445

A RESOLUTION ASCERTAINING, FIXING AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A LIEN ON THE PROPERTY KNOWN AS 3363 MOUNTAINSIDE ROAD, VESTAVIA HILLS, ALABAMA 35243; PARCEL ID# 28-23-2-4-3-RR-0, IN THE CITY OF VESTAVIA HILLS AS A RESULT OF THE CITY OF VESTAVIA HILLS ORDERING THE DEMOLITION OF THE BUILDING ON THE PROPERTY PURSUANT TO ORDINANCE NO. 2382

WHEREAS, heretofore the City Council of the City of Vestavia Hills, after due and lawful notice was given and a public hearing held in accordance with Ordinance No. 2382, declared that a building located within the City of Vestavia Hills was unsafe to the extent that it was a public nuisance and ordered the demolition of said building located on the following described property, to wit:

STREET ADDRESS:

3363 Mountainside Road, Vestavia Hills, AL 35243

LEGAL DESCRIPTION:

Lot 20, in Block 2, according to the Survey of Third Addition to Shades Cahaba Estates, as recorded in Map Book 41, page 12, in the Office of the Judge of Probate of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

28-23-2-4-3-RR-0

INTERESTED PERSONS:

Jeffrey A. and Terri L. Knowles;
Jeffrey A. Knowles;
Amsouth Bank;
Mortgage Electronic Registration Systems, Inc.;
GMAC Mortgage, LLC F/K/A GMAC Mortgage Corporation;
Department of Treasury;
Internal Revenue Service;
Jefferson County Sewer Service Office;
Birmingham Water Works

WHEREAS, the City has completed demolition of said building at the City's expense;
and

WHEREAS, the appropriate municipal official has made a report to the City Council of said costs, including the cost of complying with Ordinance No. 2382, the sum of which was **\$30,916.54**; and

WHEREAS, the City Clerk set the report of costs for a public hearing at a meeting of the City Council on Monday, April 22, 2013 at 5:00 p.m. and gave no less than ten (10) days notice of the public hearing by first-class mail to all persons or entities listed in Section 4-114(b)(1) of Ordinance No. 2382; and

WHEREAS, said public hearing was held by the City Council; and

WHEREAS, it is now the desire of the City Council of the City of Vestavia Hills to fix the costs which it finds were reasonably incurred in connection with the demolition and assess the costs against the previously described land upon which said building was located.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vestavia Hills, Alabama while in regular session on Monday, May 13, 2013 at 5:00 p.m. as follows:

Section 1. That the City Council hereby assesses the sum of **\$30,916.54** to be the costs reasonably incurred by the City of Vestavia Hills in connection with the demolition of the building located on the following described property, to wit:

STREET ADDRESS:

3363 Mountainside Road, Vestavia Hills, AL 35243

LEGAL DESCRIPTION:

Lot 20, in Block 2, according to the Survey of Third Addition to Shades Cahaba Estates, as recorded in Map Book 41, page 12, in the Office of the Judge of Probate of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

28-23-2-4-3-RR-0

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Amsouth Bank;
Mortgage Electronic Registration Systems, Inc.;
GMAC Mortgage, LLC F/K/A GMAC Mortgage Corporation;
Department of Treasury;
Internal Revenue Service;
Jefferson County Sewer Service Office;

Birmingham Water Works

Section 2. That the City Clerk be authorized and directed to file a certified copy of this Resolution in the offices of the Judge of Probate of Jefferson County, Alabama, Birmingham Division, and the Jefferson County Tax Collector. Upon filing, the Jefferson County Tax Collector shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax and remit the amount to the City.

Section 3. That Resolution No. 4417 of the City of Vestavia Hills, Alabama is hereby amended to authorize the total costs of said demolition as recited herein and the payment of such costs by the City Manager is hereby ratified and approved in all respects.

ADOPTED this the 13th day of May, 2013.

APPROVED: _____
Alberto C. Zaragoza, Jr., Mayor

ATTEST: _____
Rebecca Leavings, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 13th day of May, 2013 while in regular session on Monday, May 13, 2013, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 13th day of May, 2013.

Rebecca Leavings, City Clerk

3363 Mountainside

Exhibit A

Title Search Cost	\$199.00
Lis Pendens Recording Cost	\$49.00
Lis Pendens Certified Mailings Cost	\$75.60
AL Messenger Publication Fee	\$41.40
Notice of Demolition Recording Cost	\$34.00
Notice of Demolition Certified Mailing Cost	\$48.60
Cost of Asbestos Testing	\$675.00
Cost of Asbestos Removal	\$4,250.00
Costs of Demolition	\$10,131.00
Less Sale of Salvaged Materials	\$0.00
Final Assessment Recording Cost	\$22.00
Final Assessment Notice Mailings Cost	\$45.09
Attorneys' Fees	\$13,845.85
Administrative Fees and Enforcement of Lien	<u>\$1,500.00</u>
Total	<u><u>\$30,916.54</u></u>

NOTICE REGARDING A PUBLIC HEARING ASCERTAINING, FIXING AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A LIEN ON PROPERTY IN THE CITY OF VESTAVIA HILLS AS A RESULT OF THE CITY OF VESTAVIA HILLS ORDERING THE DEMOLITION OF THE BUILDING ON THE PROPERTY PURSUANT TO ORDINANCE NO. 2382

WHEREAS, heretofore the City Council of the City of Vestavia Hills declared that a building located within the City of Vestavia Hills was unsafe to the extent that it was a public nuisance and ordered the demolition of said building located on the following described property, to wit:

STREET ADDRESS:

3363 Mountainside Road, Vestavia Hills, AL 35243

LEGAL DESCRIPTION:

Lot 20, in Block 2, according to the Survey of Third Addition to Shades Cahaba Estates, as recorded in Map Book 41, page 12, in the Office of the Judge of Probate of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

28-23-2-4-3-RR-0

WHEREAS, the City has completed demolition of said building at the City's expense and the appropriate municipal official has made a report to the City Council of said costs.

THEREFORE, you are hereby notified that the City Clerk of the City of Vestavia Hills, Alabama has set the report of costs for a public hearing at a meeting of the City Council on **Monday, May 13, 2013 at 5:00 p.m.** whereupon the City Council will consider the report of costs attached hereto as Exhibit A and the proposed Resolution attached hereto as Exhibit B.

Witness my hand and seal of office this 22nd day of April, 2013.

Rebecca Leavings, City Clerk
City of Vestavia Hills, Alabama