

**Vestavia Hills
City Council Agenda
Amended
June 24, 2013
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Dennis Anderson, Vestavia Hills Baptist Church
4. Pledge of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III; Finance Director
9. Approval Of Minutes – June 10, 2013 (Regular Meeting)

Old Business

10. Resolution Number 4458 - Accepting A Bid For The Purchase And Installation Of Bleachers For The Parks And Recreation Department Of The City Of Vestavia Hills
(Public Hearing)
11. Resolution Number 4459 - A Resolution Authorizing The Mayor And City Manager To Execute An Agreement With The Regional Planning Commission Of Greater Birmingham For Development Of A Form-Based Zoning Classification For The City Of Vestavia Hills *(Public Hearing)*

New Business

12. Resolution Number 4462 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With The City Of Hoover Regarding ATRIP Project No. 37-03-34
13. Resolution Number 4463 – A Resolution Ascertain, Fixing And Determining The Amount Of Assessment To Be Charged As A Lien On The Property Known As 1459 Montgomery Highway, Vestavia Hills, Alabama 35216; Parcel ID # 39-01-1-001.002.000-RR-2 And 29-36-4-007-005.000-RR6, 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)*

14. Resolution Number 4470 - A Resolution Accepting A Bid For Janitorial/Cleaning Supplies For The City Of Vestavia Hills
15. Resolution Number 4468 - A Resolution Authorizing The Funding and The Purchasing Of A Rescue Cot For The Vestavia Hills Fire Department

First Reading (No Action Taken At This Meeting)

16. Resolution Number 4464 – Annexation – 2549 Skyland Drive; Lot 6, Block 3, Dolly Ridge Estates; Derrell And Terry Crim, Owners (*public hearing*)
17. Resolution Number 4465 – Annexation – 2615 April Drive; Lot 10, Altadena Acres; James And Emily Pace, Owners (*public hearing*)
18. Resolution Number 4466 – Annexation – 2624 Altadena Road; Part Of Estate 5, Westbrook Estates; David And Pamela Hultstrand, Owners (*public hearing*)
19. Resolution Number 4467 – Annexation – 2612 Acton Drive; Lot 6, Acton’s Add To Altadena Valley; Estate Of Kathryn Smith; Randolph Q. Smith, Executor; Kim Bludsworth, Representing (*public hearing*)
20. Resolution Number 4469 - A Resolution Authorizing The Funding and The Purchasing Of A Patrol Vehicle For The Vestavia Hills Police Department (*public hearing*)
21. Citizens Comments
22. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JUNE 10, 2013

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jim St. John, Interim City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Melvin Turner III, Finance Director
George Sawaya, Dep. Finance Director
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Fred Baughman, Economic Dev. Director
Conrad Garrison, City Planner
Mark Salter, Fleet Management
Darrin Estes, IT Director

Invocation was given by Joe Comer, Horizon Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- None.

CITY MANAGER REPORT

- Mr. St. John announced that outdoor concerts at the Library in the Forest kickoff Friday night with "Rolling in the Hay". Everyone is invited to attend.

- Mr. Davis stated that Alabama Gas intends to stop installation of new gas lines in this area of the City and should repair/replace everything that has been disturbed. He reported a mixture of rocky conditions along with some internal problems led them to wait until next year to complete the project.
- Chief Rary gave a report of crime in the area. He stated that several vehicle break-ins occurred in this area and all but one vehicle was unlocked. He stated that a vehicle was then stolen from the parking lot near Rave Theater which again was unlocked. He urged everyone to lock his vehicles and leave valuables out of sight.
- Mr. Baughman presented this month's Business of the Month recognition to David Horn of Mudtown Eat and Drink. Mr. Horn was there to receive the recognition and thanked the Council. Chief Rary as well as Chief St. John commended Mr. Horn for his support of first responders following the April tornados and last year's bomb incident at CVS.

COUNCILOR REPORTS

- Mr. Ammons stated that he will not attend the next Council meeting because he will be at a FEMA training in Maryland to learn to mitigate school hazards.
- The Mayor stated that the City of Mountain Brook wrote a letter thanking Vestavia Hills for use of the Courtroom while their facility was in construction.

PRESENTATIONS

Joan Wright, Childcare Resources along with Katie Dewees, 2720 Watkins Glen Drive, thanked the Council for past support of Childcare Resources and requested continued support in the upcoming budget.

Jim Crego, Jefferson-Blount-St. Clair Mental Health Authority, thanked the Council for past support and requested continued support in the upcoming budget.

APPROVAL OF MINUTES

The minutes of the May 16, 2013 (Meeting with the Mayor) and May 29, 2013 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the May 16, 2013 (Meeting with the Mayor) and approve them as presented was by Mr. Pierce and second by Mr. Ammons. Roll Call vote as follows:

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

MOTION Motion to dispense with the reading of the minutes of the May 29, 2013 (Regular Meeting) and approve them as presented was by Mr. Henley and second 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.

OLD BUSINESS

RESOLUTION NUMBER 4454

Resolution Number 4454 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement For Republication Of The City’s Municipal Code (*public hearing*)

MOTION Motion to adopt Resolution Number 4454 was by Mr. Ammons and second was by Mr. Henley.

Ms. Leavings stated that this Resolution is to allow the City to republish the Code of Ordinances in order to bring it up-to-date. The City has amended and rescinded many ordinances over the past few years and an update is needed. This republication will be spread over two fiscal years with \$7,000 paid this year and the remainder paid next year. She stated that she has opened up an additional \$2,000 this year that can be put toward this republication since her department will hold off digitizing records this year. She made the recommendation that the Council allow the publication of the zoning ordinance within this document for the first time ever. This will allow more access to the zoning ordinance for the general public at a cost of about \$5,000.

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.

Mr. Henley asked if an amendment should be made to allow the extra \$2,000 to be added to this.

MOTION Motion to amend Resolution Number 4454 to allow an additional \$2,000 on the down payment of the republication of the code to be paid in this fiscal year was by Mr. Henley. Mr. Sharp seconded the motion. Roll call vote as follows:

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

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 2448

Ordinance Number 2448 – An Ordinance Authorizing And Directing The Sale Of Real Estate More Particularly Described As A Portion Of Vacated Sicard Hollow Right-Of-Way As Recorded In Book 200808, Page 413, Jefferson County (public hearing)

MOTION Motion to adopt Ordinance Number 2448 was by Mr. Sharp and second was by Mr. Pierce.

Ms. Leavings stated that this Ordinance will declare a small piece of property as surplus and allow the City to sell it. She explained that a portion of Sicard Hollow Road was straightened several years ago which left a vacated portion; half of which was deeded to the City and accepted by the Council in 2009. The property is of no use to the City and is located in unincorporated Jefferson County. A developer wants to develop a subdivision which encompasses the sliver of land and has made an offer to purchase it for the assessed price of \$2,400.

Brooks Harris of Harris Doyle Homes was present to answer any questions that the Council had.

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 4456

Resolution Number 4456 – A Resolution Authorizing The Mayor And City Manager To Execute and Deliver An Agreement For Exclusive Real Estate Listing Of 17 +/- Acres at Patchwork Farms

MOTION Motion to adopt Resolution Number 4456 was by Mr. Henley and second was by Mr. Sharp.

Mr. Baughman stated that this gives an exclusive right to Taylor Glaze, Chase Realty, to list this 17 +/- acre property at Patchwork Farms.

The Council asked questions concerning the signage on the property and the replacement by the realtor.

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 (REQUESTING UNANIMOUS CONSENT)

The Mayor opened the floor for a motion for unanimous consent for the immediate consideration and action on Resolution Numbers 4457, 4460 and 4461.

MOTION Motion for unanimous consent for the immediate consideration and action of Resolution Numbers 4457, 4460 and 4461 was by Mr. Ammons. Second was by Mr. Pierce. Roll call vote as follows:

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

RESOLUTION NUMBER 4457

Resolution Number 4457 – A Resolution Authorizing The Mayor To Execute And Deliver An Agreement For A New City Manager (*Public Hearing*)

MOTION Motion to adopt Resolution Number 4457 was by Mr. Ammons and second was by Mr. Sharp.

Mr. Ammons stated that the City Council had interviewed four very good candidates for this position and after much study and consideration, made an offer of employment to Mr. Jeffery D. Downes. He explained Mr. Downes' employment and qualifications and indicated that negotiating a contract was very easy to do since Mr. Downes was quite accommodating.

Mayor Zaragoza stated that the employment contract will become effective July 15, 2013.

Mr. Downes and his family were in attendance and the Council each welcomed them to the City.

Mr. Downes thanked the Council for the opportunity and introduced his family.

The Mayor opened the floor for a public hearing.

The following individuals addressed the Council regarding this Resolution:

- Mr. St. John thanked the Council for allowing City Staff to participate in the interview process.
- Karen Odle, Chamber of Commerce and resident of 1212 Graylynn Circle; Anne Boston, 2216 Ivy Trace and Lisa Christopher, 2412 Mountain Vista Drive all welcomed Mr. Downes and his family to Vestavia Hills.

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 4460

Resolution Number 4460 – A Resolution Authorizing The Mayor And City Manager To Accept A Proposal From Terracon For Phase I Environmental Site Assessment For The Proposed New City Hall (Public Hearing)

MOTION Motion to adopt Resolution Number 4460 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Brady stated that this Resolution is part of the due diligence for the purchase of the Food World and Joe’s Ranch House property prior to the City’s closing. He explained that Phase I contains non-invasive environmental testing which will take about 2 weeks to complete.

Mr. Boone stated that he has reviewed the contract and has no recommendations as long as the testing is non-invasive. He stated that he will have more recommendations down the road if the City needs to test for geo borings or asbestos.

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 4461

**Resolution Number 4461 – Declaring Certain Drainage/Street Repairs As An
Emergency And Authorizing The Repair Of Said Drainage/Street
Improvements (Public Hearing)**

MOTION Motion to adopt Resolution Number 4461 was by Mr. Ammons and second was by Mr. Sharp.

Mr. St. John stated that this request is for some right-of-way repairs to a collapsed drainage area in Cahaba Heights.

Mr. Davis stated that the estimated cost of repairs is around \$72,000 using some City manpower and some contractors. The situation is rapidly deteriorating and needs to be addressed ASAP.

Mr. Boone stated that he has reviewed the recommendation and visited the site and recommended that the situation be declared an emergency and repaired.

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.

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 June 10, 2013 at 5 PM.

- Resolution Number 4458 - Accepting A Bid For The Purchase And Installation Of Bleachers For The Parks And Recreation Department Of The City Of Vestavia Hills (Public Hearing)
- Resolution Number 4459 - A Resolution Authorizing The Mayor And City Manager To Execute An Agreement With The Regional Planning Commission Of Greater Birmingham For Development Of A Form-Based Zoning Classification For The City Of Vestavia Hills (Public Hearing)

CITIZENS COMMENTS

Lauren Daniel, Executive Director for the Library in the Forest Foundation, stated that the property adjacent to the Library has been listed for sale and requested that the City purchase it for use as additional parking for the Library.

The Mayor stated that the property has been studied already for parking and the purchase price along with site prep would be extensive and would only allow for 20 or 30 parking spaces. These factors do not make the property acquisition feasible for use as a parking lot.

EXECUTIVE SESSION

The Mayor indicated that the Council has a need to enter into Executive Session in order to discuss the following: (1) purchase/sale of property.

Mr. Boone concurred that was sufficient reason for said session.

The Mayor estimated that the Executive Session would last approximately 30 minutes and stated that there would be business conducted after the session. He opened the floor for a motion for the Executive Session.

MOTION Motion to move into an Executive Session for an estimated 30 minutes with no business to be conducted after the meeting was by Mr. Pierce and 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 and entered into Executive Session at 6:08 PM. At 7:30, they re-entered the Chamber and the Mayor called the meeting back to order.

MOTION Motion to adjourn was by Mr. Pierce. Meeting adjourned at 7:31 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4458

A RESOLUTION ACCEPTING A BID FOR BLEACHERS FOR THE PARKS AND RECREATION DEPARTMENT AND APPROVING THE FUNDING FOR SIX SETS OF BLEACHERS

WHEREAS, the City of Vestavia Hills invited bids for bleachers for the Parks and Recreation Department; and

WHEREAS, bids were received on May 21, 2013 and read aloud publicly with the results tabulated and detailed in a recap, a copy of which is attached to this Resolution Number 4458; and

WHEREAS, a memorandum dated May 24, 2013 to City Manager Jim St. John from Brian Davis, Public Services Director, recommended the acceptance of Outdoor Aluminum, Inc., company and requested additional funding in order to purchase and install six (6) sets of bleachers; and

WHEREAS, the Mayor and City Council agree it is in the best public interest to accept said bid and authorize the City Manager to expend a total of \$22,002 for purchase and installation of six (6) sets of bleachers as detailed in the attached memorandum.

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

1. The bid package submitted by Outdoor Aluminum, Inc., in the amount of \$3,667 each (including installation) is hereby accepted; and
2. The City Manager is hereby authorized to expend \$1,002.00 over the budgeted amount of \$21,000 in order to purchase and install six (6) bleachers; and
3. This Resolution Number 4458 shall become effective upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 24th day of June, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit A

BID SUMMARY

BID-2013-07

BID: Bleachers

BID OPENED: May 21, 2013
2:00 PM

PEOPLE PRESENT FOR BID OPENING

1. Batt. Chf. James P. Barnes, VHFD
2. Batt. Chf. Terry E. Ray, VHFD
3. Dep. Chf. Lynn Bonner, VHFD
4. Brian Davis, Public Services Director
5. Melissa N. Hipp, Accounting Assistant II
6. Chief James R. St. John, VHFD
7. Rita C. Hosmer, Accountant
8. John Wilson, NAFECO

BIDDERS:

- | | |
|--------------------------------------|------------|
| 1. BSN Sports* | \$3,046.27 |
| 2. Outdoor Aluminum, Inc. | \$3,667.00 |
| 3. Lanier Plans, Inc., DBA Korkat | \$4,102.58 |
| 4. Bliss Products and Services, Inc. | \$4,792.00 |
| 5. Southern Bleacher Co., Inc. | \$5,210.00 |
| 6. Giffen Recreation | No bid |

*BSN Sports bid did not include installation, which was requested in the invitation to bid.

**City of Vestavia Hills Public Services
513 Montgomery Highway
Vestavia Hills, AL 35216
205.978.0150**

Interoffice Memo

May 24, 2013

TO: James St. John
Interim City Manager

FROM: Brian C. Davis *bed*
Public Services Director

RE: Bleacher purchase

*5/28/13
Approved
J. St. John*

An invitation to bid was issued to multiple companies for 5 row bleachers that have an enclosed fence around the levels that are more than 30 inches off the ground for safety reasons. Below are the results of the bid:

1. BSN \$3,046.27/each (does not include installation)
2. Outdoor Aluminum \$3,667/each (includes installation)
3. Southern Bleacher Company \$5,210/each (includes installation)
4. Korkat \$4,102.58 (includes installation)
5. Bliss \$4,792/each (includes installation)
6. Giffen Recreation No bid

BSN did not meet the requested guidelines for including installation.

I would like to request a purchase of 6 bleachers from Outdoor Aluminum, Incorporated. There is \$21,000 budgeted for bleacher purchases in our FY13 budget. Vestavia Hills Youth Baseball has agreed to fund the overage of \$1,002.00 (6 X \$3,667 = \$22,002). I am prepared to ask the Parks and Recreation Foundation for an additional \$3,667.00 to purchase one set. The total of 7 will complete Cahaba Heights Athletic Fields with new bleachers with safety fencing. We need a total of 17 bleachers replaced at various parks.

I will request \$36,670 to purchase the remaining 10 bleachers in the FY14 budget. Please let me know if you have any questions or concerns.

CC: Jason Burnett
Bobby McDaniel

JS

RESOLUTION NUMBER 4459

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM FOR DEVELOPMENT OF A FORM-BASED ZONING CLASSIFICATION FOR THE CITY OF VESTAVIA HILLS

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 the Regional Planning Commission of Greater Birmingham (“RPCGB”) to accept a Building Communities Grant for the project entitled “US Form-Based Code Plan” in an amount not to exceed \$104,026.84 with a local match of twenty (20) percent or \$20,805.37; and
2. A copy of said agreement is attached to this Resolution Number 4459 marked as “Exhibit A” and incorporated as though written fully therein; and
3. This Resolution Number 4459 is effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 24th day of June, 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

May 23, 2013

By Hand Delivery

City Clerk Rebecca Leavings
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Agreement Between the Regional Planning Commission of Greater Birmingham (“RPC”) and the City of Vestavia Hills, Alabama (“Governmental Entity”)

Dear Becky:

You have requested that I review the proposed Agreement by and between the Regional Planning Commission of Greater Birmingham (“RPC”) and the City of Vestavia Hills, Alabama (“Governmental Entity”) wherein RPC proposes to prepare a U.S. 31 Form-Based Code Plan for and in consideration of \$104,026.84. The maximum that the City will be required to pay will be \$20,805.37 representing twenty percent (20%) of the total cost. The balance in the amount of \$83,221.47, representing eighty percent (80%) of the total cost, will be paid from grant funds. The purpose of this letter is to respond to your request.

It is my legal opinion that the terms, provisions and conditions of the proposed Agreement meet the requirements of Alabama law. As you know, the Agreement provides that it will take nine (9) months for RPC to prepare the US 31 Form-Based Code Plan.

At this point, I do not have any idea what the final product to be produced by RPC will entail. The City ultimately will have the decision as to whether or not to actually adopt the US 31 Form-Based Code Plan. It will, therefore, be greatly appreciated if RPC will furnish to the City any one, some or all of the following items:

1. Legal opinion from the Attorney General of the State of Alabama opining that form-based plans similar to this one are legal.
2. Any precedent Court cases decided by Alabama appellate courts upholding the validity of such plans.
3. The names of any and all cities that have adopted similar plans.

May 23, 2013

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Nothing contained in this letter shall be construed as my legal opinion as to the validity vel non of such form-based plans.

Please call me if you have any questions regarding any matters set forth in this letter. Thank you.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: Interim City Manager James R. St. John (by hand)
Mayor Alberto C. Zaragoza, Jr. (by hand)
City Planner Conrad G. Garrison (by hand)

Exhibit A

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2013, by and between the **Regional Planning Commission of Greater Birmingham**, a regional planning and development commission organized and existing under the laws of the State of Alabama ("RPC") and the **City of Vestavia Hills**, an Alabama Municipal Corporation ("Governmental Entity"), as follows:

WITNESSETH:

WHEREAS, Governmental Entity has applied for to receive funding under the Building Communities Grant Program for the project entitled a **US 31 Form-Based Code Plan**; and

WHEREAS, Governmental Entity's project has been selected for funding, with a total project cost in the amount of **\$104,026.84**, to include local match, and

WHEREAS, Governmental Entity agrees to provide local match in the amount of **\$20,805.37**, and

WHEREAS, Governmental Entity agrees to work in good faith with RPC to complete the project in a timely and professional manner, and

WHEREAS, RPC agrees to secure third party contractor(s), if necessary, to provide professional services on behalf of Governmental Entity in order that the project might be completed according to the conditions set forth herein; and

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, RPC and Governmental Entity agree as follows:

1. **Engagement of RPC.** Governmental Entity hereby agrees to engage RPC, and RPC may engage a third party contractor(s) on behalf of Governmental Entity in order that the services which are identified and described in the "Scope of Work" set forth on Exhibit A attached hereto and incorporated herein by this reference shall be performed. RPC may, from time to time, request changes in the Scope of Services to be performed by third party contractor(s) on behalf of Governmental Entity. Such changes, including any increase or decrease in the amount of Governmental Entity's local match amount which are mutually agreed upon by RPC and Governmental Entity, shall be memorialized by written amendments to this Agreement, signed by both RPC and Governmental Entity.

2. **Compensation.** In consideration for the planning and development services to be performed hereunder, the Governmental Entity agrees that the RPC total project cost is **\$104,026.84** to include local match. The Governmental Entity agrees to provide local match in the amount of **\$20,805.37**. The above amount shall constitute full and complete compensation for the services to be provided by RPC directly or secured by RPC on Governmental Entity's behalf and includes all expenses arising from the performance of this Agreement.

3. **Method of Payment.** Payment shall be made in **one (1) installment.** Payment shall be due upon receipt of invoice from the RPC.

If compensation is not paid when due, RPC shall not engage in the provision of planning and development services nor shall RPC employ third party contractor(s) on behalf of Governmental Entity until such time as payment is made. If after a period of sixty (60) days compensation is not paid, Governmental Entity shall forfeit all claims to their awarded amount for the Building Communities Grant.

4. **Financial Records.** RPC shall keep and maintain complete and accurate books, records and procedures to account for all funds paid by Governmental Entity in accordance with this Agreement. RPC shall allow Governmental Entity to examine, copy and audit all such books, records and procedures, upon advance notice and during RPC's normal business hours. Any such examination or audit shall be conducted at the sole cost and expense of the party requesting same.

5. **Maintenance of Records.** RPC shall retain all records with respect to the matters made the subject of this Agreement for three (3) years following the termination or completion of this Agreement. This provision shall survive termination of this Agreement.

6. **Political Activity.** No portion of any funds to be paid by Governmental Entity to RPC for the services made the subject of this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

7. **Qualified Personnel.** RPC represents that RPC employs, or will engage, all personnel required to perform the services made the subject of this Agreement. Such personnel shall not be employees of or have any contractual relationships with Governmental Entity, and all such personnel shall be reasonably qualified to perform the services assigned to them.

8. **Cooperation.** All information, data, reports, records and maps as are available, existing and necessary for performing the work made the subject of this Agreement shall be assembled for Governmental Entity by RPC or third party contractor(s) employed by RPC on Governmental Entity's behalf. However, Governmental Entity shall cooperate with RPC or third party contractor(s) employed by RPC in all reasonable ways to allow RPC or third party contractor(s) to conduct its planning and development work without undue delay.

9. **Title to Work.** Upon completion of the work, or each work element, as described in the Scope of Services and therefore as provided by this Agreement, all artwork, maps, stencils, negatives, plates and other supporting materials prepared as a part of such work, or element thereof, shall become the exclusive property of Governmental Entity, and any reproduction or other uses of such materials shall be approved by appropriate officials of Governmental Entity.

10. **Assignment.** Neither party may assign this Agreement, or any right or obligation herein, without the prior written consent of the other party.

11. **Equal Employment Opportunity.** In carrying out the work made the subject of this Agreement, RPC and third party contractor(s) shall not discriminate against

any employee or applicant for employment because of race, religion, national origin, sex, age or disability.

12. **Termination.** If RPC or third party contractor(s) shall fail to perform any of its obligations under this Agreement in a timely and proper manner, or if RPC or third party contractor(s) shall violate any of the covenants, agreements, or stipulations of this Agreement, Governmental Entity may give written notice of such breach to RPC. In the event RPC fails to cure such breach, to the reasonable satisfaction of Governmental Entity, within thirty (30) days following RPC's receipt of such written notice, Governmental Entity may terminate this Agreement upon written notice to RPC. In the event of such termination, Governmental Entity shall be entitled to all compensation not earned and accrued to and including the effective date of termination.

13. **Relationship of the Parties.** The relationship of the parties pursuant to this Agreement shall be that of independent contractors, and nothing contained in this Agreement shall be deemed to create any relationship of agency, joint venture, partnership or employer-employee. Neither party shall have the right or power to commit, contract for or otherwise obligate the other party to any third person or entity. RPC shall be responsible for the collection, filing, and payment of social security and other federal, state or local taxes or withholdings for RPC's employees. Governmental Entity shall have no right to control or direct the details, manner or means by which RPC accomplishes the results of the services to be performed pursuant to this Agreement.

14. **Notices.** Any notice to a party hereunder pursuant to this Agreement shall be given by certified or registered mail, return receipt requested,

If to RPC:

Regional Planning Commission of Greater Birmingham
Center for Regional Planning and Design
1731 First Avenue North
Suite 200
Birmingham, Alabama 35203
Attention: Philip Amthor

If to Governmental
Entity:

City of Vestavia Hills
513 Montgomery Hwy
Vestavia Hills, AL 35216

Attention: Conrad Garrison

or at such other address as either party may have advised the other in writing. Any such notice shall be deemed delivered when placed in the mail, properly addressed, with postage prepaid.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided for. The foregoing supersedes all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date and year first above written.

City of Vestavia Hills

Honorable Alberto Zaragoza

Mayor

City Manager

Regional Planning Commission of Greater Birmingham

Charles E. Ball

Executive Director

Vestavia Hills Form Based Code Scope of Work

Project Overview

The City of Vestavia Hills, with the assistance of the Regional Planning commission of Greater Birmingham, recently completed a redevelopment plan for the US-31 corridor. The plan recommended a regulating plan for each of the three prospective development sites. The Plans would include: non-motorized transportation facilities, such as sidewalks and trails; on-street, on-site, and off-site parking; and typical street sections for the roadways that access and serve the development sites.

The potential for development in each of the sites located along US-31 represents an opportunity to address unique situations for redevelopment and travel. In order to make these opportunities a reality, however, the creation of a supporting administrative code to guide the underlying plan is required. The RPCGB will develop this underlying code for the City of Vestavia Hills.

Scope of Work

Task 1. Kick Off Meeting

The RPCGB will facilitate *Kick-off* meeting with the City of Vestavia Hills, which would include key community leaders and partners. The group will discuss the project schedule, review base information needs, discuss the public participation process, identify additional stakeholders, locate future public meeting facilities, and discuss overall project direction. This meeting will also discuss the formation of the Planning and Implementation Team (PIT), which will, at a minimum, consist of the RPCGB, the Vestavia Hills Planning Commission Chairman, the City Planner, the City Clerk, and a designated member of the City Council.

Task 2. Review Regulating Plan

The RPCGB and the PIT will review and reach an understanding on the proposed regulating plan for each site. No code has been developed to accompany these regulating plans, so the RPCGB and the PIT must be in close agreement and understand the underlying plan before crafting the accompanying code.

Task 3. Form Based Code Development

The RPCGB, with input from the PIT, will develop a form based code to be applied for use within the City of Vestavia Hills. The code *Scope* and resulting regulating plans must include provisions for a plan review committee, must be able to accommodate a phased approach and provide for existing structures, and it must be graphical. The RPCGB will also create forms, checklists and operating procedures that must be followed in the administration of the code.

Task 4. Public Involvement

The RPCGB will conduct three (3) public meetings and a minimum of four (4) open work sessions. The RPCGB and the PIT will host these meeting. The first meeting will be a code development kick-off meeting to discuss the code and inform the public of the process. This is best done at a regularly scheduled planning commission meeting. The second meeting will present a draft of the plan and the third meeting will present the finished product to the Vestavia Hills planning commission for their approval, and request their recommendation for adoption by the city council. There will be multiple work sessions over the nine months of the project in which various draft products may be presented to the PIT for stage review and approval.

Task 5. Design Review Standards

The RPCGB and the PIT will develop design review guidelines for three sites along US 31 identified in the previous plan done for the corridor. Those sites include the Vestavia Plaza shopping center, Olde

Town Shopping Center, and the condemned Motor Lodge site. Aesthetic standards are an appropriate component of land use governance; it is paramount for the standards to protect against arbitrary and discretionary enforcement. The RPCGB and the PIT will survey and investigate design elements that will be appropriate for the community and the character of the three sites. The standards will create a character for the three sites, maintain traditional building elements, ensure buildings are in scale with the surroundings and add to the pedestrian experience using site planning concepts that enhance public spaces and preserve views.

Task 6. Corridor Level GIS Development

The RPCGB will verify and correct GIS data within the US 31 corridor. GIS feature attributes that will be examined are zoning, land use, street names, number of lanes, water lines, sewer service areas, adjacent sidewalks, and parking lots. RPCGB will also remove duplicate parcels and duplicate records. The City of Vestavia Hills will be responsible for mailing and receiving address inquiries and RPCGB will use that information to update address records.

Task 7. Video Synopsis

The RPCGB, working with a third-party contractor, will script and produce a short video explaining the form based code and the purpose and function of design review.

Task 8. Code Adoption

The RPCGB will deliver to the City the calibrated Form Based Code developed under **Task 3**, which implements the regulating plans for each of the sites. The RPCGB will go through the formal approval and adoption process for the City of Vestavia Hills Form Based Code and attend meetings with the City of Vestavia Hills Planning Commission, Vestavia Hills Board of Zoning and Adjustment, and the Vestavia Hills City Council. The RPCGB will present the code to the City of Vestavia Hills Planning Commission at two (2) public hearings and make one (1) set of revisions based on instructions received following the hearing. RPCGB will present the Form Based Code to the City Council at two (2) meetings and make one (1) set of revisions based on instructions received following the meeting. Upon delivery of the final City of Vestavia Hills Form Based Code to the planning commission, the project will be considered complete.

Project Staffing & Cost

The RPCGB will assign appropriate agency staff to complete this project. Additionally, RPCGB will procure third-party assistance to assist agency staff to complete this project. Third-party contractors will be secured through the Alabama Department of Transportation's designated procurement process.

Project Schedule

This project will be completed within nine (9) months from the City of Vestavia Hills issuance of the Notice to Proceed.

The scope of services is based on RPCGB's understanding of regulatory approval processes and the desired product. Work will begin with the return of a signed copy of this contract and direction from the client. Many of the events in this work schedule are beyond the control of RPCGB. These events include obtaining data from Jefferson County government agencies, the review and approval of the preliminary and final plans, delays to the workflow as requested by the client, and information not available to RPCGB at the time this proposal was prepared.

Exclusions from Scope of Work

The following services are not included in RPCGB's scope of services: environmental assessments, construction drawings, community or business association meetings beyond those identified in the project scope, road or utility design, and any other services not specifically listed in the project scope. Any Client directed changes to the final plan after the Client's approval of the draft revisions shall be reimbursed in accordance with RPCGB's billing rates in effect at the time the services are performed.

Compensation

For services rendered, the Client agrees to pay RPCGB a lump sum fee of \$20,805.37. This amount represents the required 20% local match of the total project cost of \$104,026.84. The City of Vestavia Hills will be required to provide the local match prior to RPCGB starting the project.

Project Vestavia Hills Form Based Code
City/County Vestavia Hills, Jefferson County Alabama
Description Plan Development and Implementation
Scope of Work Planning
 Regional Planning Commission of Greater Birmingham

Fee Proposal

PERSONNEL COST

	Man-Days x Daily Rate			
Principal Planner (Land Use)	29.00	\$ 318.00	\$	9,222.00
Senior Planner (Land Use)	34.50	\$ 219.00	\$	7,555.50
Planner (Land Use)	44.00	\$ 229.00	\$	10,076.00
Planner (Land Use)	43.50	\$ 190.00	\$	8,265.00
Principal GIS Specialist	8.00	\$ 246.00	\$	1,968.00
Transportation Engineer	0.00	\$ 240.00	\$	-
			\$	37,086.50
Fringe Rate		147.00%	\$	54,517.16
Overhead Rate		171.00%	\$	93,224.34
Total Labor and Overhead			\$	93,224.34
Out-of-Pocket Expenses			\$	802.50
		Sub-Total	\$	94,026.84

SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)

			\$	-
	1	\$ 10,000	\$	10,000.00
			\$	-
			\$	-
			\$	-
		Sub-Total	\$	10,000.00

TOTAL FEE	\$	104,026.84
FEDERAL FUNDS	\$	83,221.47
LOCAL MATCH	\$	20,805.37



RPCGB

REGIONAL PLANNING COMMISSION
OF GREATER BIRMINGHAM

Philip Amthor
The Regional Planning Commission of Greater Birmingham
2 20th Street North, Suite 1200
Birmingham, Alabama 35203

March 26, 2013

Conrad Garrison
City of Vestavia Hills
513 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Mr. Garrison:

I am writing to confirm for you that funding for planning activities for the Regional Planning Commission of Greater Birmingham's member governments will be available for the foreseeable future. Our Building Communities Program, part of the Metropolitan Planning Organization's Unified Planning Work Program for Fiscal Year 2013, provides funds in an 80/20 match program for various transportation-related planning projects.

This funding source is ideal for the proposed project to develop a form-based code for parcels adjacent to or near US Highway 31 as it runs through Vestavia Hills. The proposed total budget for this project is \$104,026.84, making the federal funds we make available \$83,221.47 and the local match paid by the City of Vestavia Hills \$20,805.37. We look forward to working with the City of Vestavia Hills on this project.

Best Regards,

Philip Amthor, AICP
Senior Planner

RESOLUTION NUMBER 4462

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AND DELIVER AN AGREEMENT WITH THE CITY OF
HOOVER FOR ATRIP PROJECT NO. 37-03-34**

**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 the City of Hoover, Alabama for ATRIP Project No. 37-03-34; and
2. A copy of said agreement is marked as “Exhibit A” is attached and incorporated into this Resolution Number 4462 as though written fully therein; and
3. This Resolution Number 4462 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 24th day of June, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:


Rebecca Leavings
City Clerk

Exhibit A

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

June 7, 2013

To: Jim St. John, Interim City Manager

CC: Brian Davis, Director of Public Services
Rebecca Leavings, City Clerk 

From: Christopher Brady, City Engineer

RE: ATRIP project no. 37-03-34, agreement with City of Hoover

City of Hoover's City Council adopted resolution 4942-13 on June 3, 2013, to execute an agreement with City of Vestavia Hills to reimburse portions of ATRIP project 37-03-34 (resurfacing of Rocky Ridge Road) within their municipal boundaries.

I am attaching a copy of this resolution and agreement and forwarding originals to Becky.

I would recommend this be placed on next Council agenda for the City's execution of this agreement.

City of Hoover has requested one original copy of the fully executed agreement be returned for their files.

Please let me know if any questions,

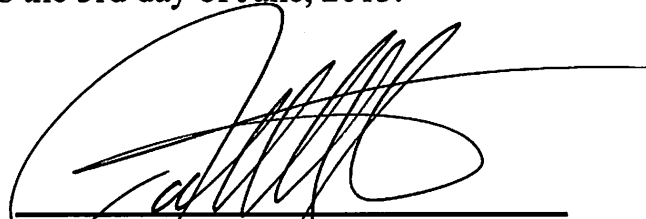
-Christopher



RESOLUTION NO. 4942-13

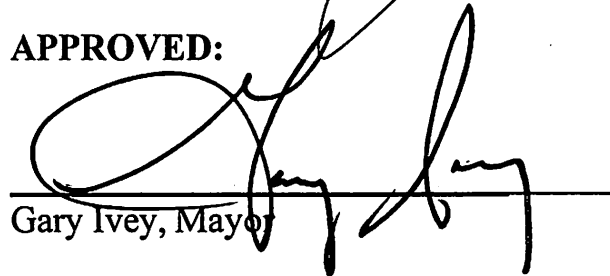
BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting duly assembled, a quorum being present that Mayor Gary Ivey is hereby authorized to execute an agreement with the City of Vestavia Hills regarding Alabama Transportation Rehabilitation and Improvement Project ("ATRIP") Number 37-03-34 providing for the resurfacing of portions of Rocky Ridge Road.

ADOPTED this the 3rd day of June, 2013.



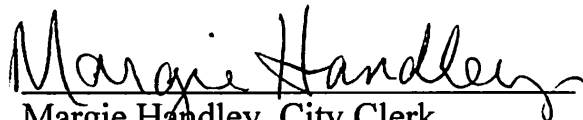
Jack Wright, City Council President

APPROVED:



Gary Ivey, Mayor

ATTESTED BY:



Margie Handley, 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

May 20, 2013

By Hand Delivery

City Engineer Christopher Brady
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Agreement By and Between the City of Vestavia Hills and the City of Hoover Regarding
ATRIP Project No. 37-03-34

Dear Mr. Brady:

I was out of the State of Alabama on May 15, 2013 when you sent me an e-mail, together with the revised Agreement captioned above prepared by City of Hoover attorney, April Danielson. You requested that I review the same and report back to you.

It is my legal opinion that the revised Agreement accurately reflects the agreement between the two municipalities and meets the requirements of Alabama law. Please call me if you have any questions regarding this matter.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: Mayor Alberto C. Zaragoza, Jr. (by hand)
Interim City Manager James R. St. John (by hand)
City Clerk Rebecca Leavings (by hand)

STATE OF ALABAMA

JEFFERSON COUNTY

AGREEMENT

WITNESSETH THIS AGREEMENT (“Agreement”), made and entered into on this the _____ day of June, 2013, by and between the City of Vestavia Hills, Alabama, a municipal corporation (hereinafter referred to as “Vestavia Hills”) and City of Hoover, Alabama, a municipal corporation (hereinafter referred to as “Hoover”).

WITNESSETH THESE RECITALS:

WHEREAS, Alabama Transportation Rehabilitation and Improvement Project (“ATRIP”) Project number 37-03-34 provides for the resurfacing of portions of Rocky Ridge Road situated in the jurisdictions in the City of Vestavia Hills, Alabama, the City of Hoover, Alabama, the City of Mountain Brook, Alabama and unincorporated Jefferson County, Alabama; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama approved and adopted Resolution Number 4422 on April 22, 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 “Engineering Services 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, CDG Engineers and Associates, Inc. has prepared a Cost Analyst and Breakdown of approximate prorata percentages per municipal jurisdictions for the estimated professional engineer fees and estimated construction costs, a copy of which is attached hereto, marked as Exhibit 1 and is incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, Vestavia Hills has requested that Hoover pay a prorata share of the estimated cost of professional engineering fees for ATRIP Project number 37-03-34 in the amount of Twenty-seven Thousand Three Hundred Seventy-eight and 11/100 Dollars (\$27,378.11); and

WHEREAS, Hoover has agreed to reimburse Vestavia Hills in the amount of Twenty-seven Thousand Three Hundred Seventy-eight and 11/100 Dollars (\$27,378.11).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Vestavia Hills and Hoover hereby mutually and expressly agree as follows:

1. Vestavia Hills shall pay to CDG Engineers and Associates, Inc. an amount not to exceed One Hundred Nine Thousand Three Hundred Twenty-one Dollars (\$109,321.00) for the design services of ATRIP Project number 37-03-34.

3. Hoover shall, within thirty (30) days of the payment of One Hundred Nine Thousand Three Hundred Twenty-one Dollars (\$109,321.00) by Vestavia Hills to CDG Engineers and Associates, Inc. for design engineering services for ATRIP Project number 37-03-34, reimburse to Vestavia Hills the sum of Twenty-seven Thousand Three Hundred Seventy-eight and 11/100 Dollars (\$27,378.11).

4. CDG Engineers and Associates, Inc. has estimated that the total construction cost for resurfacing Rocky Ridge Road for ATRIP Project number 37-03-34 is approximately \$2,677,308.69, with local jurisdiction responsible for 20% of this estimated construction cost. The breakdown of approximate percentage per jurisdiction has been calculated by CDG Engineers and Associates, Inc. as follows:

Jefferson County	27.3%
Vestavia Hills	47.6%
Hoover	25.0%
total	99.99%

If a construction contract for ATRIP Project number 37-03-34 is ultimately agreed to, made and entered into by Vestavia Hills with the Alabama Department of Transportation in accordance with the Alabama Public Works law, then in such event Hoover shall pay 25% of said total construction cost (estimated to be approximately \$134,099.87) for such project.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama and City of Hoover, Alabama 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 June, 2013.

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Alberto C. Zaragoza, Jr.
Its Mayor

By _____
Jim St. John
Its City Manager

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 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 June, 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 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 June, 2013.

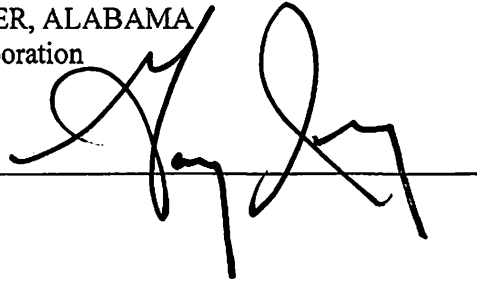
Notary Public

My Commission Expires:

SEAL

CITY OF HOOVER, ALABAMA
A Municipal Corporation

By _____
Gary Ivey
Its Mayor



STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gary Ivey, whose name as Mayor of the Hoover, Alabama, a municipal corporation, is signed to the foregoing 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 Hoover, Alabama.

Given under my hand and official seal, this the 3rd day of June, 2013.

Margie Handley
Notary Public

My Commission Expires:

April 18, 2014

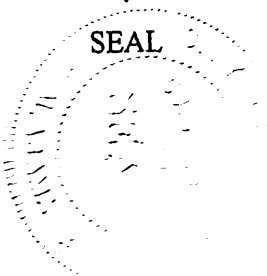


EXHIBIT 1

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.

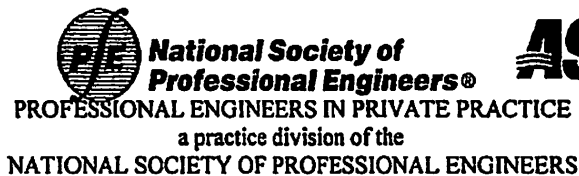
**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

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 Rocky Ridge Road

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.

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:

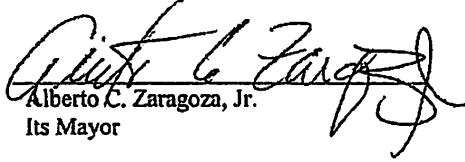
1. A Lump Sum amount of \$ 109,321.00

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

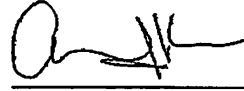
OWNER:

ENGINEER:

By:


Alberto C. Zaragoza, Jr.
Its Mayor

By:


Marc Thompson

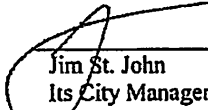
Title:

MANAGER

Date Signed: _____

Date Signed: 04-26-13

By:


Jim St. John
Its City Manager

Date Signed: May 6, 2013

Address for giving notices:

Address for giving notices:

Marc Thompson

100 Concourse Parkway, Suite 170

Hoover, AL 35244

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.

(d) "*ALDOT*" shall mean the Alabama Department of Transportation.

10.2. PREPARATION OF CONSTRUCTION CONTRACT: The Engineer represents and warrants that ALDOT 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*.

10.3. ADVERTISEMENT FOR BID: The Engineer represents and warrants that ALDOT 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*.

10.4. PREQUALIFICATION OF BIDDERS: The Engineer represents and warrants that ALDOT 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 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.

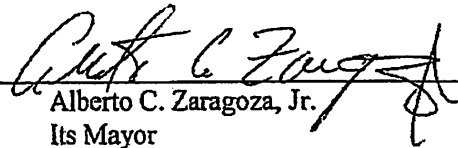
(h) **Binding Effect:** The Agreement shall inure to the benefit of, and shall be binding upon City and CDG and their heirs, successors and assigns.

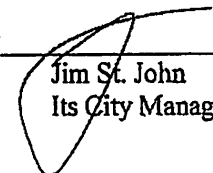
(i) **Severability:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

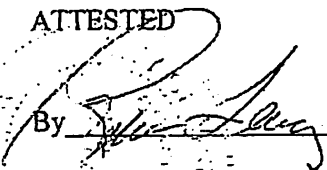
(j) **Entire Agreement:** This written Agreement contains the entire agreement between the City and the CDG.

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.

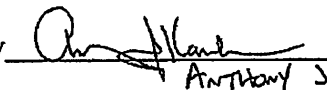
OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By 
Alberto C. Zaragoza, Jr.
Its Mayor

By 
Jim St. John
Its City Manager

ATTESTED

By _____

ENGINEER:
CDG ENGINEERS AND ASSOCIATES, INC.

By 
Anthony J. KAMBELLIS

Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

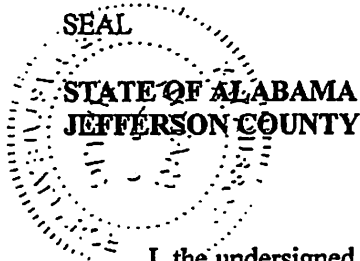
ACKNOWLEDGMENT

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 6th day of May, 2013.

Kay Russon
Notary Public

My Commission Expires:
~~by Commission Expires~~
November 18, 2016



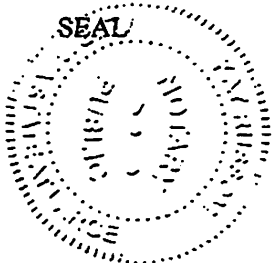
ACKNOWLEDGMENT

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 6th day of May, 2013.

Kay Russon
Notary Public

My Commission Expires:
~~by Commission Expires~~
November 18, 2016



Addendum to Agreement
page 7

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ANTHONY KAMBURIS whose name as MANAGER 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 3 day of MAY, 2013.

Swaneshia S. Booker
Notary Public

My Commission Expires:

SEAL

My Commission Expires 7/25/15



RESOLUTION NO. 4463

A RESOLUTION ASCERTAINING, FIXING AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A LIEN ON THE PROPERTY KNOWN AS 1459 MONTGOMERY HIGHWAY, VESTAVIA HILLS, ALABAMA 35216; PARCEL ID# 39-01-1-001-002.000-RR-2 AND 29-36-4-007-005.000-RR6, 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:

1459 Montgomery Highway, Vestavia Hills, Alabama

LEGAL DESCRIPTION:

Parcel I:

Lot 1, according to the Survey of Motel Investors Addition to Vestavia Hills, as recorded in Map Book 86, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama.

Less and except that part conveyed to Koger Properties, Inc. by deed recorded in Real Volume 2138, page 797 and that part conveyed to SouthPark, Ltd. by deed recorded in Real Volume 2138, page 802.

Parcel II:

A part of Lot 6, according to the Survey of Shad Springs, Meek's First Addition, as recorded in Map Book 15, Page 31, in the Office of the Judge of Probate of Jefferson County, Alabama, being situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3

West, Jefferson County, Alabama; thence run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section line 242.17 feet to the Point of Beginning; thence 32 degrees 49 minutes 16 seconds right, and run in a Northwesterly direction along a line that is 3.00 feet South of and parallel to the edge of a 102" by 62" concrete pipe to a point on a curve, said point being on the easterly right-of-way line of U.S. Highway 31; thence 86 degrees 20 minutes 01 seconds left to the tangent of said curve having a central angle of 01 degrees 20 minutes 16 seconds and a radius of 4,483.65 feet; thence run in a Southwesterly direction along said right-of-way 104.69 feet to the South $\frac{1}{4}$ - $\frac{1}{4}$ Section line of said $\frac{1}{4}$ section; thence 54 degrees 51 minutes 00 seconds left to the tangent of the preceding curve and leaving said right-of-way, run 92 feet in an Easterly direction to the Point of Beginning.

PARCEL IDENTIFICATION NUMBER:

39-01-1-001-002.000-RR2 and 29-36-4-007-005.000-RR6

INTERESTED PERSONS:

Maddox Enterprises LP;
Jefferson County;
Total Fire Protection;
Karen Maddox;
Larry C. Maddox;
Richard M. Maddox;
Jefferson County Sewer Service Office;
Birmingham Water Works

WHEREAS, after litigation, the property owners and the City have entered into a Memorandum of Settlement allowing the City to assess a lien against the property for the City's fees and expenses arising through May 22, 2013, from the prosecution of the demolition action; 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 **\$75,000**; and

WHEREAS, the City Clerk set the report of costs for a public hearing 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 through May 22, 2013, in connection with the prosecution of the demolition action and assess the costs against the previously described land upon which said building is located.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vestavia Hills, Alabama while in regular session on Monday, June 24, 2013 at 5:00 p.m. as follows:

Section 1. That the City Council hereby assesses the sum of **\$75,000** to be the costs reasonably incurred by the City of Vestavia Hills through May 22, 2013, in connection with the prosecution of the demolition action of the building located on the following described property, to wit:

STREET ADDRESS:

1459 Montgomery Highway, Vestavia Hills, Alabama

LEGAL DESCRIPTION:

Parcel I:

Lot 1, according to the Survey of Motel Investors Addition to Vestavia Hills, as recorded in Map Book 86, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama.

Less and except that part conveyed to Koger Properties, Inc. by deed recorded in Real Volume 2138, page 797 and that part conveyed to SouthPark, Ltd. by deed recorded in Real Volume 2138, page 802.

Parcel II:

A part of Lot 6, according to the Survey of Shad Springs, Meek's First Addition, as recorded in Map Book 15, Page 31, in the Office of the Judge of Probate of Jefferson County, Alabama, being situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama; thence run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section line 242.17 feet to the Point of Beginning; thence 32 degrees 49 minutes 16 seconds right, and run in a Northwesterly

direction along a line that is 3.00 feet South of and parallel to the edge of a 102" by 62" concrete pipe to a point on a curve, said point being on the easterly right-of-way line of U.S. Highway 31; thence 86 degrees 20 minutes 01 seconds left to the tangent of said curve having a central angle of 01 degrees 20 minutes 16 seconds and a radius of 4,483.65 feet; thence run in a Southwesterly direction along said right-of-way 104.69 feet to the South ¼-¼ Section line of said ¼ section; thence 54 degrees 51 minutes 00 seconds left to the tangent of the preceding curve and leaving said right-of-way, run 92 feet in an Easterly direction to the Point of Beginning.

PARCEL IDENTIFICATION NUMBER:

39-01-1-001-002.000-RR2 and 29-36-4-007-005.000-RR6

INTERESTED PERSONS:

Maddox Enterprises LP;
Jefferson County;
Total Fire Protection;
Karen Maddox;
Larry C. Maddox;
Richard M. Maddox;
Jefferson County Sewer Service Office;
Birmingham Water Works

Section 2. That the City Council hereby reserves the right if necessary to fix an additional lien for costs reasonably incurred by the City of Vestavia Hills after May 22, 2013, in connection with the prosecution of the demolition of the property described in Section 1.

Section 3. 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.

ADOPTED this June 24, 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 June 24, 2013 while in regular session on Monday, June 24, 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 June 24, 2013.

Rebecca Leavings, City Clerk

**REPORT OF COSTS 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:

1459 Montgomery Highway, Vestavia Hills, Alabama

LEGAL DESCRIPTION:

Parcel I:

Lot 1, according to the Survey of Motel Investors Addition to Vestavia Hills, as recorded in Map Book 86, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama.

Less and except that part conveyed to Koger Properties, Inc. by deed recorded in Real Volume 2138, page 797 and that part conveyed to SouthPark, Ltd. by deed recorded in Real Volume 2138, page 802.

Parcel II:

A part of Lot 6, according to the Survey of Shad Springs, Meek's First Addition, as recorded in Map Book 15, Page 31, in the Office of the Judge of Probate of Jefferson County, Alabama, being situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

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Highway 31; thence 86 degrees 20 minutes 01 seconds left to the tangent of said curve having a central angle of 01 degrees 20 minutes 16 seconds and a radius of 4,483.65 feet; thence run in a Southwesterly direction along said right-of-way 104.69 feet to the South ¼-¼ Section line of said ¼ section; thence 54 degrees 51 minutes 00 seconds left to the tangent of the preceding curve and leaving said right-of-way, run 92 feet in an Easterly direction to the Point of Beginning.

PARCEL IDENTIFICATION NUMBER:

39-01-1-001-002.000-RR2 and 29-36-4-007-005.000-RR6

WHEREAS, after litigation, the property owners and the City have entered into a Memorandum of Settlement allowing the City to assess a lien against the property for the City's fees and expenses through May 22, 2013, arising from the prosecution of the demolition action.

THEREFORE, the appropriate municipal official hereby reports to the City Council that said costs totaled \$75,000. The appropriate municipal official reserves the right to report any additional costs that may be incurred in the future and to seek the imposition of a lien for the same.

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



Keith Blanton, City of Vestavia Hills, Alabama
Building Official and Appropriate Municipal
Official for Purposes of Administering Ordinance
No. 2382

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:

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the edge of a 102” by 62” concrete pipe to a point on a curve, said point being on the easterly right-of-way line of U.S. Highway 31; thence 86 degrees 20 minutes 01 seconds left to the tangent of said curve having a central angle of 01 degrees 20 minutes 16 seconds and a radius of 4,483.65 feet; thence run in a Southwesterly direction along said right-of-way 104.69 feet to the South ¼-¼ Section line of said ¼ section; thence 54 degrees 51 minutes 00 seconds left to the tangent of the preceding curve and leaving said right-of-way, run 92 feet in an Easterly direction to the Point of Beginning.

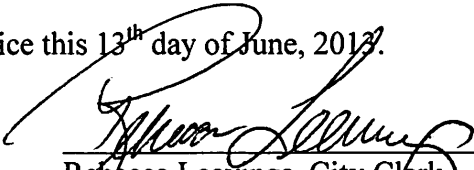
PARCEL IDENTIFICATION NUMBER:

39-01-1-001-002.000-RR2 and 29-36-4-007-005.000-RR6

WHEREAS, after litigation, the property owners and the City have entered into a Memorandum of Settlement allowing the City to assess a lien against the property for the City’s fees and expenses through May 22, 2013, arising from the prosecution of the demolition action 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, June 24, 2013 at 5:00 p.m.** whereupon the City Council will consider the report of costs through May 22, 2013, attached hereto as Exhibit A and the proposed Resolution attached hereto as Exhibit B.

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



Rebecca Leavings, City Clerk
City of Vestavia Hills, Alabama

**REPORT OF COSTS 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:

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Less and except that part conveyed to Koger Properties, Inc. by deed recorded in Real Volume 2138, page 797 and that part conveyed to SouthPark, Ltd. by deed recorded in Real Volume 2138, page 802.

Parcel II:

A part of Lot 6, according to the Survey of Shad Springs, Meek's First Addition, as recorded in Map Book 15, Page 31, in the Office of the Judge of Probate of Jefferson County, Alabama, being situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama; thence run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section line 242.17 feet to the Point of Beginning; thence 32 degrees 49 minutes 16 seconds right, and run in a Northwesterly direction along a line that is 3.00 feet South of and parallel to the edge of a 102" by 62" concrete pipe to a point on a curve, said point being on the easterly right-of-way line of U.S.

Highway 31; thence 86 degrees 20 minutes 01 seconds left to the tangent of said curve having a central angle of 01 degrees 20 minutes 16 seconds and a radius of 4,483.65 feet; thence run in a Southwesterly direction along said right-of-way 104.69 feet to the South ¼-¼ Section line of said ¼ section; thence 54 degrees 51 minutes 00 seconds left to the tangent of the preceding curve and leaving said right-of-way, run 92 feet in an Easterly direction to the Point of Beginning.

PARCEL IDENTIFICATION NUMBER:

39-01-1-001-002.000-RR2 and 29-36-4-007-005.000-RR6

WHEREAS, after litigation, the property owners and the City have entered into a Memorandum of Settlement allowing the City to assess a lien against the property for the City's fees and expenses through May 22, 2013, arising from the prosecution of the demolition action.

THEREFORE, the appropriate municipal official hereby reports to the City Council that said costs totaled \$75,000. The appropriate municipal official reserves the right to report any additional costs that may be incurred in the future and to seek the imposition of a lien for the same.

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



Keith Blanton, City of Vestavia Hills, Alabama
Building Official and Appropriate Municipal
Official for Purposes of Administering Ordinance
No. 2382

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:

1459 Montgomery Highway, Vestavia Hills, Alabama

LEGAL DESCRIPTION:

Parcel I:

Lot 1, according to the Survey of Motel Investors Addition to Vestavia Hills, as recorded in Map Book 86, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama.

Less and except that part conveyed to Koger Properties, Inc. by deed recorded in Real Volume 2138, page 797 and that part conveyed to SouthPark, Ltd. by deed recorded in Real Volume 2138, page 802.

Parcel II:

A part of Lot 6, according to the Survey of Shad Springs, Meek's First Addition, as recorded in Map Book 15, Page 31, in the Office of the Judge of Probate of Jefferson County, Alabama, being situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama; thence run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section line 242.17 feet to the Point of Beginning; thence 32 degrees 49 minutes 16 seconds right, and run in a Northwesterly direction along a line that is 3.00 feet South of and parallel to

the edge of a 102" by 62" concrete pipe to a point on a curve, said point being on the easterly right-of-way line of U.S. Highway 31; thence 86 degrees 20 minutes 01 seconds left to the tangent of said curve having a central angle of 01 degrees 20 minutes 16 seconds and a radius of 4,483.65 feet; thence run in a Southwesterly direction along said right-of-way 104.69 feet to the South ¼-¼ Section line of said ¼ section; thence 54 degrees 51 minutes 00 seconds left to the tangent of the preceding curve and leaving said right-of-way, run 92 feet in an Easterly direction to the Point of Beginning.

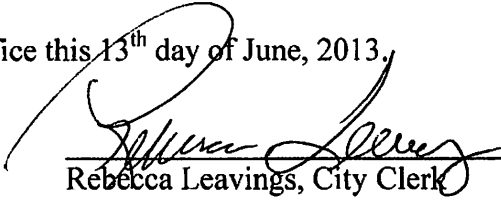
PARCEL IDENTIFICATION NUMBER:

39-01-1-001-002.000-RR2 and 29-36-4-007-005.000-RR6

WHEREAS, after litigation, the property owners and the City have entered into a Memorandum of Settlement allowing the City to assess a lien against the property for the City's fees and expenses through May 22, 2013, arising from the prosecution of the demolition action 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, June 24, 2013 at 5:00 p.m.** whereupon the City Council will consider the report of costs through May 22, 2013, attached hereto as Exhibit A and the proposed Resolution attached hereto as Exhibit B.

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



Rebecca Leavings, City Clerk
City of Vestavia Hills, Alabama

RESOLUTION NUMBER 4470

A RESOLUTION ACCEPTING A BID FOR JANITORIAL/CLEANING SUPPLIES FOR THE CITY OF VESTAVIA HILLS

WHEREAS, the City of Vestavia Hills invited bids for Janitorial/Cleaning Supplies for the City of Vestavia Hills; and

WHEREAS, bids were received on June 6, 2013 and read aloud publicly with the results tabulated and detailed in a recap, a copy of which is attached to this Resolution Number 4470; and

WHEREAS, a memorandum dated June 18, 2013 to City Manager Jim St. John from Gregory Hamrick, Battalion Chief, recommended the acceptance of JanPak; and

WHEREAS, the Mayor and City Council agree it is in the best public interest to accept said bid and authorize the City Manager to expend purchases for the janitorial/cleaning supplies needed.

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

1. The bid package submitted by JanPak Supply, in the amount of \$812.11 is hereby accepted; and
2. This Resolution Number 4470 shall become effective upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 24th day of June, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

6/21/13
Approved
J St John

DATE: June 18, 2013

TO: Chief James R. St. John, Interim City Manager

CC: Melvin Turner, III, Finance Director

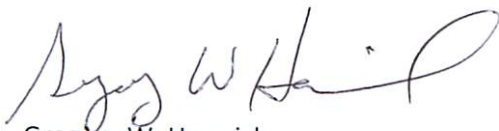
FROM: Gregory W. Hamrick, Battalion Chief

RE: Janitorial/Cleaning Supplies Bid Recommendation (Bid 2013-03)

We recommend award of the Janitorial/Cleaning Supplies bid to be made to JanPak Supply. In addition to being the lowest responsible bidder, JanPak is able to meet the City's requirements for sustainable, green-certified products and to provide dispensers at no charge. Award of this bid will not only result in cost-efficiencies but will also achieve consistency in janitorial products and systems used throughout the City's facilities.

An invitation to bid was sent to multiple companies to quote a hypothetical one-case order of products commonly used by the various City departments. Bid results are listed in the attached exhibit. Bids were reviewed by committee using both the one-case scenario and real-life scenarios of orders for frequently ordered items that heavily impact our janitorial supplies budget. In all cases, JanPak remained the low bidder. After this review, samples were brought in to ensure acceptable quality of the products supplied by JanPak.

Your acceptance of this recommendation is appreciated. If you have any questions or concerns, please feel free to contact me.



Gregory W. Hamrick
Battalion Chief

BID SUMMARY

BID-2013-03

BID: JANITORIAL/CLEANING SUPPLIES

**BID OPENED: June 6, 2013
2:00 PM**

PEOPLE PRESENT FOR BID OPENING

1. Gregory W. Hamrick, Battalion Chief
2. Rebecca H. Leavings, City Clerk
3. Rita C. Hosmer, Accountant
4. Terri Leslie, Librarian
5. Melissa N. Hipp, Accounting Assistant II
6. Johnny Lee Osley, Sr., JanPak Supply
7. Frank Slupe, Central Paper Company

BIDDERS:

1. JanPak Supply	\$ 812.11
2. Budget Janitorial Supply, Inc.	\$ 965.94
3. American Osment	\$ 986.63
4. Central Paper Company, Inc.	\$1,182.19
5. K-Chem	\$1,243.06
6. State Chemical Solutions	Incomplete

State Chemical Solutions bid only on the dilution system and chemicals.

RESOLUTION NUMBER 4468

**A RESOLUTION APPROVING FUNDING AND PURCHASING FOR A
NEW AMBULANCE COT FOR THE FIRE DEPARTMENT**

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

1. The City Manager is hereby authorized to purchase a new Ambulance Cot needed for the Fire Department as detailed in the memorandum from the Fire Chief dated June 20, 2013;
and
2. This Resolution Number 4468 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**VESTAVIA HILLS FIRE DEPARTMENT
513 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
(205) 978-0225
(205) 978-0205 (FAX)**

**JAMES R. ST. JOHN
FIRE CHIEF**

MEMORANDUM

TO: Wendy Appling
CC: George Sawaya
FROM: Chief St. John
DATE: June 20, 2013
RE: Ambulance cot

A new ambulance cot is needed for Rescue 31. The device will cost \$12,200 and will be charged to the Fire Department's General Fund *Supplies/Medical*. There is sufficient funding in the budget for the purchase; however City Council action is required since the cost is greater than \$5,000. Please include the purchase in the agenda for the Council to address on June 29, 2013.

RESOLUTION NUMBER 4464

**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 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 8th day of July, 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 17th day of July, 2013.
2. That on the 28th day of October, 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 4464 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:

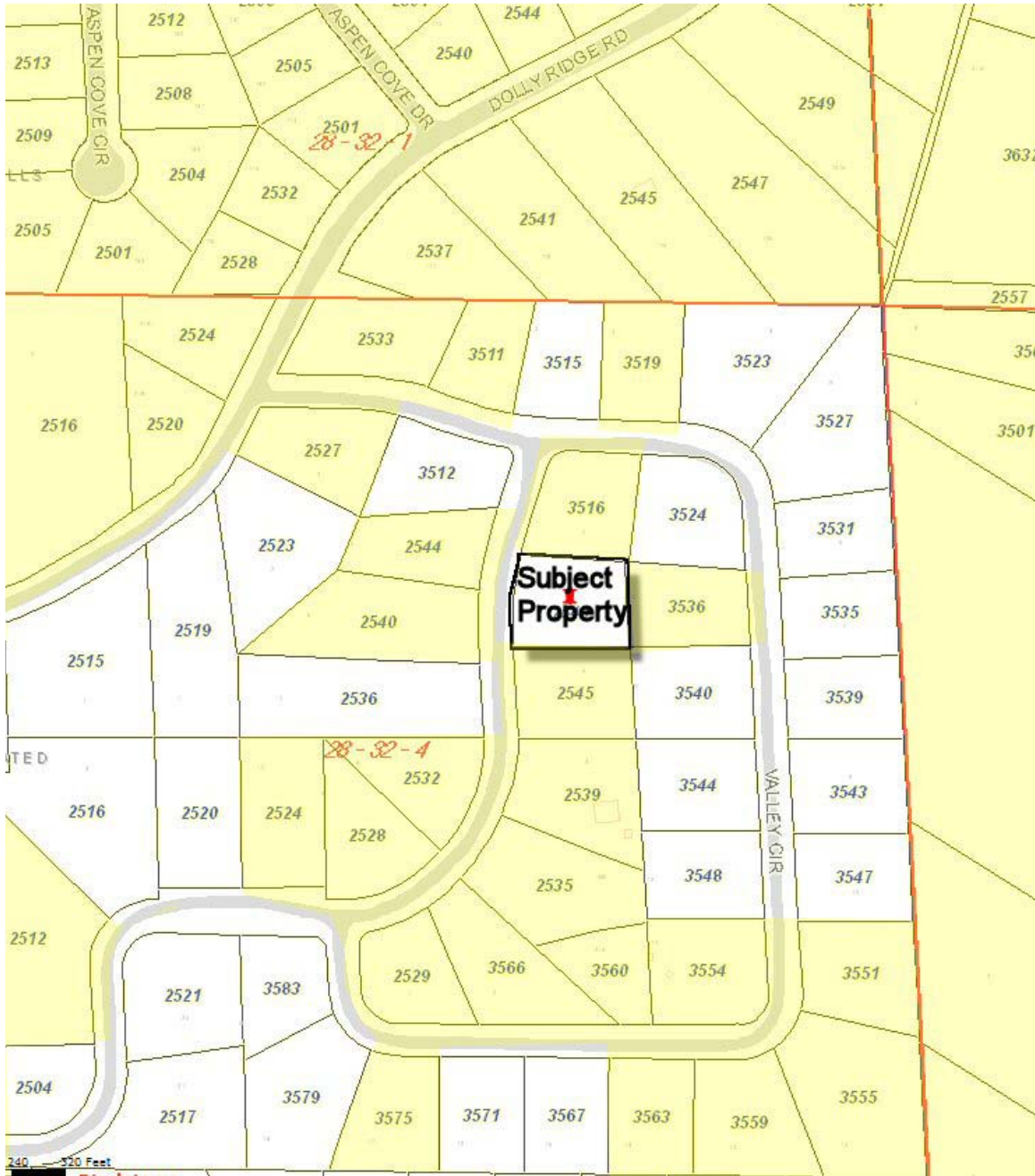
2549 Skyland Drive
Lot 6, Block 3, Dolly Ridge Estates, 2nd Addition
Terry and Derrell Crim, Owner(s)

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2549 Skyland Drive

Owners: Derrell Crim

Date: 06-11-2013

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 \$190,500.00. Meets city criteria: Yes No
Comment: majority of area is in city limits
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 13 Number in city 10
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2549 Skyland Drive


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ tbd _____ 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: 1 child in college

Other Comments: ~~all properties on Skyland on this side of the road are in VH;~~
~~fills in existing gap in City~~



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 not later than 5:00 PM on Thursday,

5/09/13.
Location: 2549 Skyland Drive

Engineering: Date: 5/10/13 Initials: CB

Comments: No problems noted

Police Department: Date: 5-13-13 Initials: [Signature]

Comments: _____

Fire Department: Date: 5/10/13 Initials: AWA

Comments: _____

Public Works: Date: _____ Initials: CB

Comments: see engineering

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			
CRIMM TERRY GANN & 2549 SKYLAND DR VESTAVIA AL / 352434607			
Site Address			
2549 SKYLAND DR 35243 Fire District (ESN): #504 ROCKY RIDGE F.D.			
Legal Discription			
LOT 6 BLK 3 DOLLY RIDGE ESTS 2ND ADD			
Miscellaneous Information			
Section:	32	Parcel:	28-32-4-6-2-RR-0
Township:	18S	Map Book:	76
Range:	2W	Map Page:	82
Tax Year:	2011		
Land Value:	\$79700.00	Tax District:	002
Improvements Value:	\$110800.00	Sub District:	0
Total Value:	\$190500.00	Deed Book:	200410
		Deed Page: 7404	Deed Date: 20040620
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



AC Financial Partners

LIFE | MONEY | BALANCE

March 27, 2013

Dear Becky,

My family and I are requesting annexation into the city of Vestavia Hills for multiple reasons.

My daughter's friends all are involved in city activities. Additionally, we are joining Shades Mt Baptist Church and want her to enjoy these experiences together.

As a member of the Vestavia Hills Chamber of Commerce and Vice-Chair of the Chamber's Business Development Committee, my involvement is extensive in Vestavia. I am also a 2012 graduate of Leadership Vestavia Hills and would like the opportunity to serve the city where opportunities exist.

Finally we are members of Vestavia Country Club and again find many of our friends involved in city activities of which we would like to participate.

Thank you for the consideration and we hope to soon be a part of the City of Vestavia Hills.

Best regards,



Derrell Crimm

2549 Skyland Drive
Vestavia AL 35243

A member of

Sagemark
Consulting™

Private Wealth Services

201 Office Park Drive, Suite 300 | Birmingham, AL 35223 | 205.278.8210 | f 205.278.8204 | www.acfinancialpartners.com

Associates of AC Financial Partners are registered representatives of Lincoln Financial Advisors Corp. Securities and investment advisory services offered through Lincoln Financial Advisors Corp., a broker-dealer and registered investment advisor. Insurance offered through Lincoln affiliates and other fine companies.

SCALE: 1" = 30'



BLOCK 3

8

9

10

E 20' EASEMENT

old crimp

L.P.W. old iron

meas. 123.83'

124.27'

meas. 86°45.9"

3.5'

0.6'

meas. 97°44.51"

6

5

meas. 155.87'

157.84'

fc on line

meas. 175.21'

175.0'

E 20' EASEMENT

30.1'

31.5'

48.0'

A/C UNIT

SPLIT LEVEL BRICK & FRAME RESIDENCE

44.5

45.2'

64.4

old crimp

meas. 90°56.43" to lng ch

R=453.63'

129.07'

lng ch meas. 134.93'

d=8°09'05"

meas. 85°03.14"

66.7'

REBARS

12.5'

86°08'

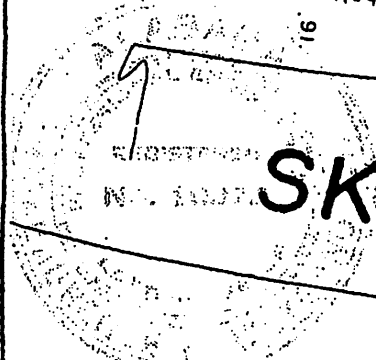
20' ESMT.

(asphalt)

SKYLAND

DRIVE

R.O.W. 30'



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: March 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 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.

Cell phone 205-215-1103

Home phone 205-823-1173

Work phone 205-278-8205

Email: Derrell.Crimm@LFG.com

EXHIBIT "A"

LOT: 6

BLOCK: 3

SURVEY: DOLLY RIDGE ESTATES 2nd Addition

RECORDED IN MAP BOOK 76, PAGE 82 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JC R-1
COMPATIBLE CITY ZONING: UH R-2

LEGAL DESCRIPTION (METES AND BOUNDS):

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Derrell Crimm</u>	Lot <u>6</u> Block <u>3</u> Survey <u>Dolly Ridge Est 2nd Add</u>
<u>Jerry Crimm</u>	Lot <u>6</u> Block <u>3</u> Survey <u>Dolly Ridge Est 2nd Add</u>
_____	Lot _____ Block _____ Survey _____

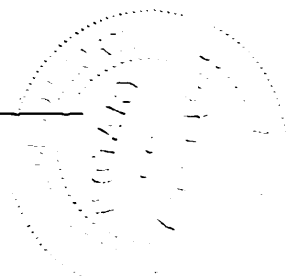
(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Derrell Crimm 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.

Derrell Crimm
Signature of Certifier



Subscribed and sworn before me this the 25 day of March, 2013.

Guanj Norton
Notary Public

My commission expires: 5/30/2016

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): Derrell G. Crimm and Terry G. Crimm

Address: 2549 Skyland Drive

City: Vestavia Hills State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Holly J. Crimm	19	College Univ AL		X
2.	Kara M. Crimm	13	8th	X	
3.					
4.					
5.					
6.					

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

RESOLUTION NUMBER 4465

**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 April 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 8th day of July, 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 17th day of July, 2013.
2. That on the 28th day of October, 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 4465 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:

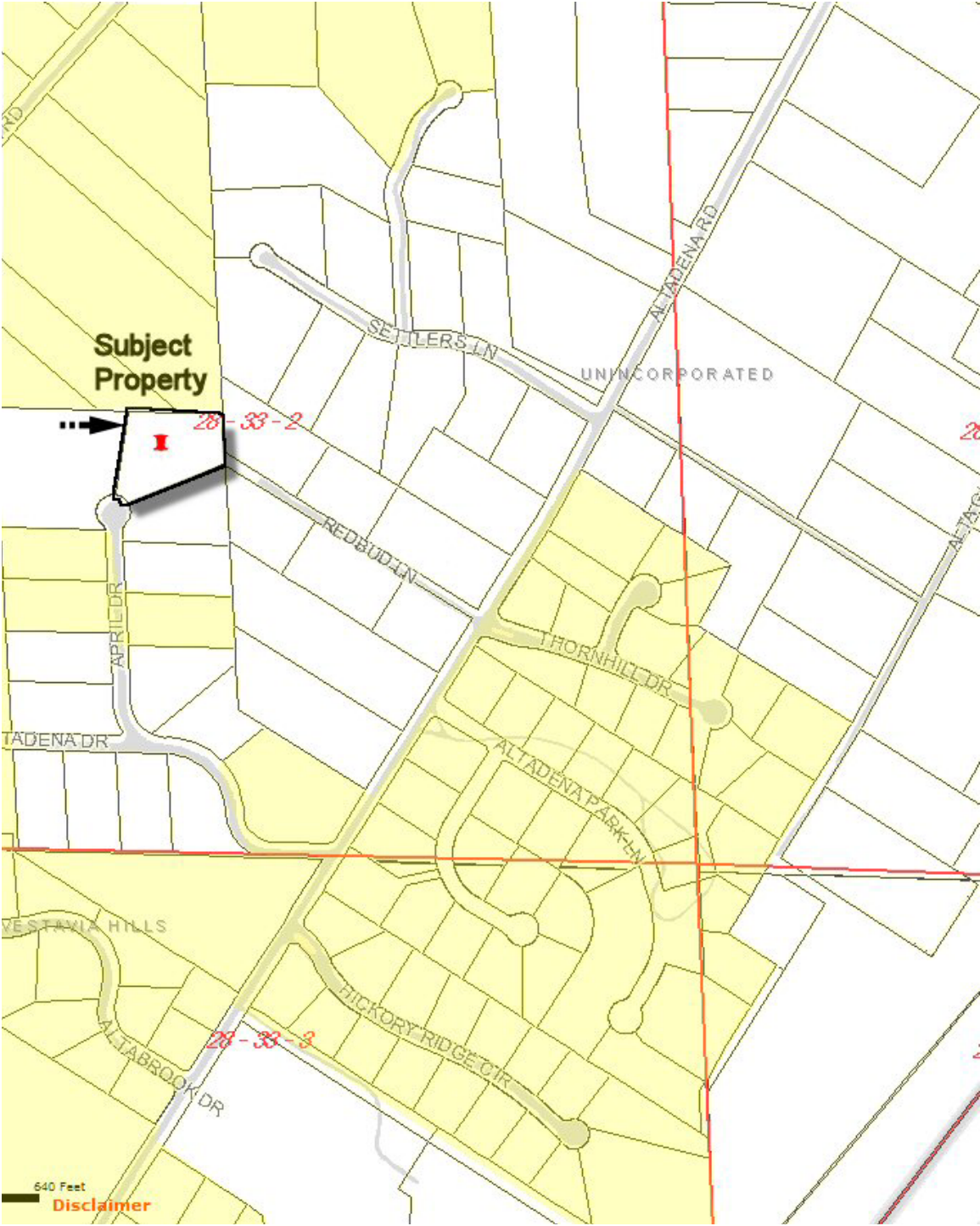
2615 April Drive
Lot 10, Altadena Acres
James and Emily Pace, Owner(s)

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2615 April Drive

Owners: ~~Estate of Kathryn Smith~~ Emily & James Pace

Date: 06-11-2013

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 \$265,000.00. Meets city criteria: Yes No
Comment: Land value reduced; owners did not purchase vacant land
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 10 Number in city 3
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: 2615 April Drive

8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ tbd 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 0; Plan to enroll in VH schools Yes No Comments: _____

Other Comments: Children are preschool (ages 4 and 1)



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 not later than 5:00 PM on Thursday,

5/09/13.

Location: 2615 April Drive

Engineering:

Date: 5/10/13 Initials: CB

Comments: no problems

Police Department:

Date: 5-13-13 Initials: [Signature]

Comments: _____

Fire Department:

Date: 5/10/13 Initials: [Signature]

Comments: _____

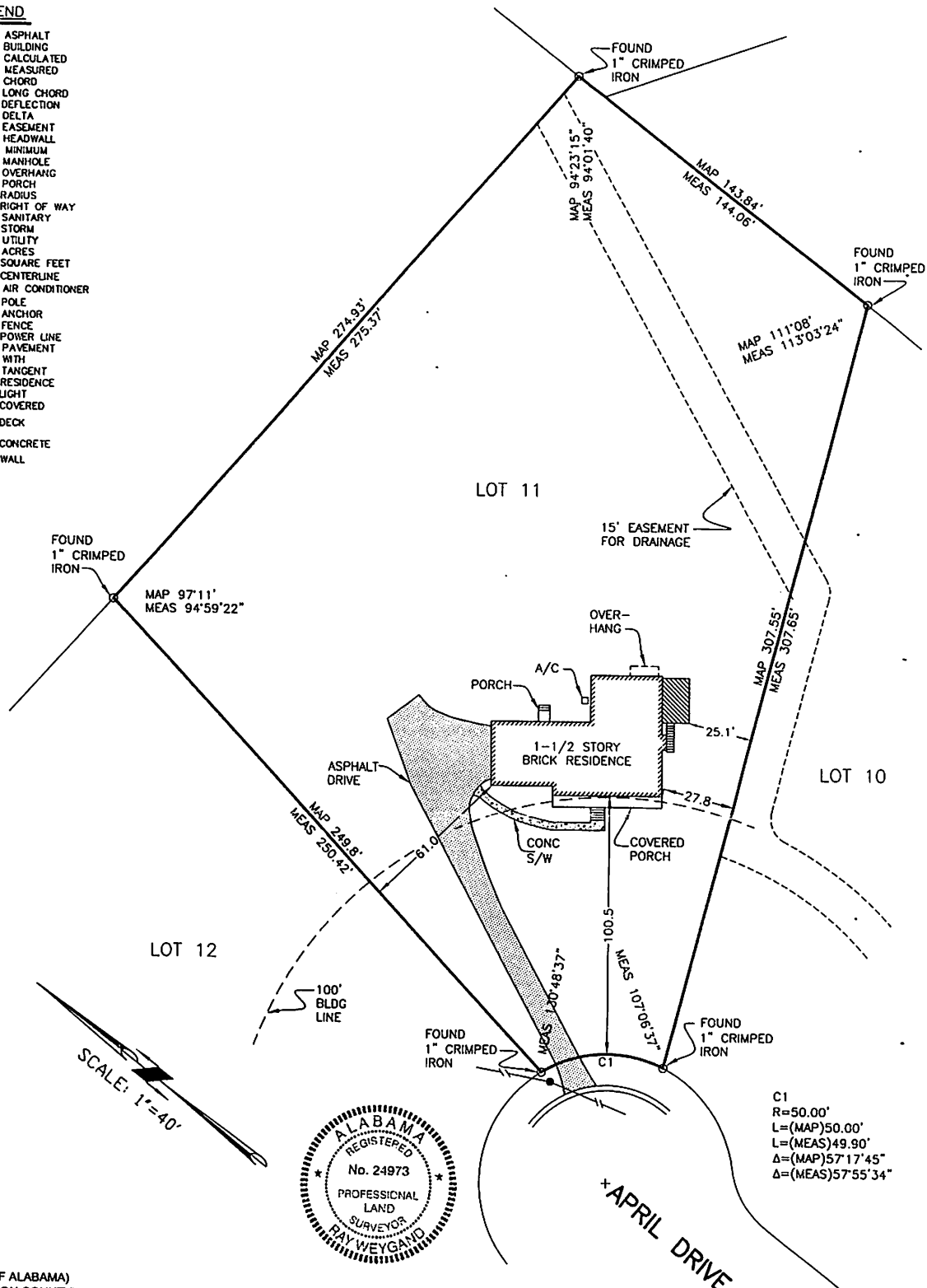
Public Works:

Date: 5/10/13 Initials: CB

Comments: see engineering

LEGEND

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- X— ANCHOR
- X— FENCE
- X— POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- GLT LIGHT
- COV COVERED
- ▨ DECK
- CONCRETE
- ▨ WALL



C1
 R=50.00'
 L=(MAP)50.00'
 L=(MEAS)49.90'
 Δ=(MAP)57°17'45"
 Δ=(MEAS)57°55'34"

STATE OF ALABAMA
 JEFFERSON COUNTY)

"Closing Survey"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 11, ALTADENA ACRES, as recorded in Map Volume 51, Page 73, in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, (visible on the surface) on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of APRIL 15, 2013. Survey invalid if not seated in red.

Order No.: 52809
 Purchaser: PACE
 Address: 2615 APRIL DRIVE

[Signature]
 Ray Weygand, Reg. L.S. #24973
 169 Oxmoor Road Homewood, AL 35209
 Phone: (205) 942-0088 Fax: (205) 942-0087
 Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable and is only good for 6 years and only good to the person/co. that pays for it at time of survey. (f) Easements not shown on record map are not shown above.

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			
BARRETT JUDITH ANN & LEE DAVID 2615 APRIL DR VESTAVIA AL / 352432212			
Site Address			
2615 APRIL DR 35243 Fire District (ESN): #504 ROCKY RIDGE F.D.			
Legal Discription			
LOTS 10 & 11 ALTADENA ACRES 51 /73 ALSO LOT 4B LB LLOYD SUB 226/45 ALSO PT OF ESTATE 5 JP WESTBROOK ESTS 27/14 DESC AS:			
Miscellaneous Information			
Section:	33	Parcel:	28-33-2-1-15-RR-9
Township:	18S	Map Book:	51
Range:	2W	Map Page:	73
Tax Year:	2011		
Land Value:	\$345600.00	Tax District:	002
Improvements Value:	\$220100.00	Sub District:	0
Total Value:	\$565700.00	Deed Book:	21004
		Deed Page:	10683
		Deed Date:	20100416
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: 4-16-13

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 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.


 205-966-5506
Emily Pace 205-563-0673

EXHIBIT "A"

LOT: 11

BLOCK: _____

SURVEY: Altadena Acres


RECORDED IN MAP BOOK 51, PAGE 73 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: E2

LEGAL DESCRIPTION (METES AND BOUNDS):

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
	Lot <u>11</u> Block _____ Survey <u>Altadena Acres</u>
<u>James S. Pace</u>	Lot <u>11</u> Block _____ Survey <u>Altadena Acres</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY
James S. Pace

_____ 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 April, 2013.



Theresa Allen Davis

Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 21, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

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): James and Emily Pace
Address: 2615 April Dr
City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	James Pace, III	4		✓	
2.	Jacob Pace	1		✓	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": Fall 2014

RESOLUTION NUMBER 4466

**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 April 25, 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 8th day of July, 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 17th day of July, 2013.
2. That on the 28th day of October, 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 4466 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:

2624 Altadena Road
David and Pamela Hultstrand, Owner(s)

More Particularly Described As Follows:

Estate No. 5, according to the Map of J.P. Westbrook Estates, recorded in Map Book 27, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama; more particularly described as follows:

Less and except: Part of Estate #5 according to the map and survey of J. P. Westbrook Estates as recorded in Map Book 27, Page 14, in the Probate Office of Jefferson County, Alabama, more particularly described as follows: Begin at the Northeast corner of said Estate #5 and run in a Northwesterly direction and along the Northeast boundary line of said Estate #5, a distance of 390 feet to the point of beginning; thence continue last described course in a Northwesterly direction a distance of 239.5 feet; thence turn left an angle of 90 degrees in a Southwesterly direction a distance of 200 feet; thence turn left an angle of 90 degrees in a Southeasterly direction and along the Southwest boundary line of said Estate #5 a distance of 239.5 feet; thence turn left an angle of 90 degrees in a Northeasterly direction a distance of 200 feet to the point of beginning.

Also Less and except: Part of Estate #5 according to the map and survey of J. P. Westbrook Estates as recorded in Map Book 27, Page 14, in the Probate Office of Jefferson County, Alabama, more particularly described as follows: Begin at the Northeast corner of said Estate #5, and run in a Northwesterly direction and along the Northeast boundary line of said Estate #5, a distance of 629.5 feet to the point of beginning; thence continue last described course in a Northwesterly direction a distance of

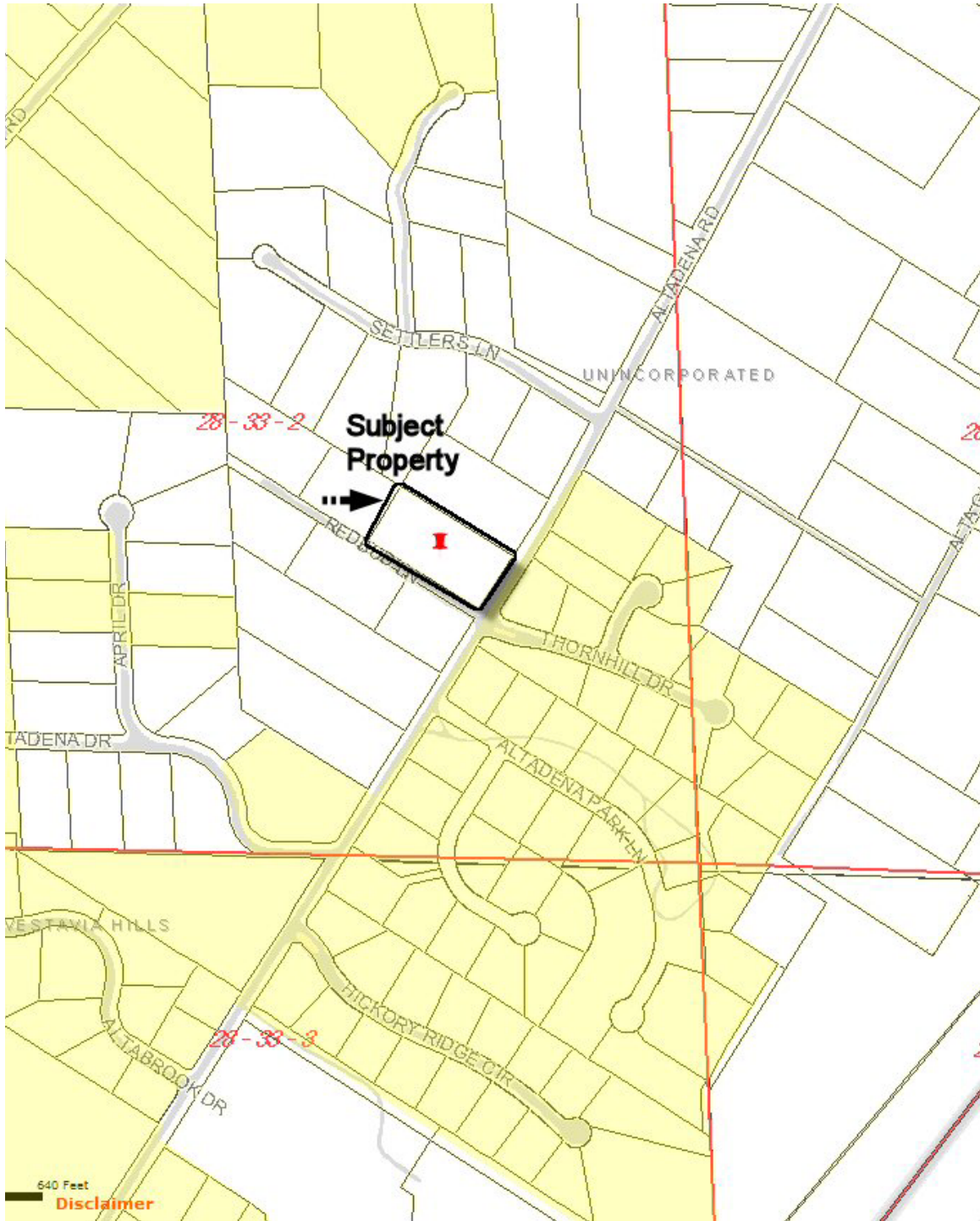
373.3 feet, more or less, to the Northwesterly corner of said Estate #5; thence turn left an angle of 124 degrees 55' in a Southerly direction and along the West boundary line of said Estate #5, a distance of 225.6 feet; thence turn left an angle of 55 degrees 05' in a Southeasterly direction a distance of 244.07 feet; thence turn left an angle of 90 degrees 00' in a Northeasterly direction a distance of 185.0 feet to the point of beginning.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2624 Altadena Road

Owners: David W. Hultstrand

Date: 06-11-2013

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 \$347,400.00. 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 n/a Number in city more than 50% area
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: 2624 Altadena Road


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ tbd 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 4; Plan to enroll in VH schools Yes No Comments: twins in VH Schools already

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 not later than 5:00 PM on Thursday,

5/09/13.
Location: 2624 Altadena Road

Engineering: Date: 5/10/13 Initials: CB

Comments: no problems noted

Police Department: Date: 5-13-13 Initials: [Signature]

Comments: _____

Fire Department: Date: 5/10/13 Initials: [Signature]

Comments: _____

Public Works: Date: 5/10/13 Initials: CB

Comments: see engineering

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			
BEWLEY ROBERT J 2624 ALTADENA RD VESTAVIA AL / 352434502			
Site Address			
2624 ALTADENA RD 35243 Fire District (ESN): #504 ROCKY RIDGE F.D.			
Legal Discription			
PT ESTATE 5 J P WESTBOOK ESTS 27/14 DESC AS: BEG SE COR SD ESTATE 5 TH NE 185 FT TH NW 390 FT TH SW 200 FT TH SE 390			
Miscellaneous Information			
Section:	33	Parcel:	28-33-2-1-26-RR-3
Township:	18S	Map Book:	27
Range:	2W	Map Page:	14
Tax Year:	2011		
Land Value:	\$186300.00	Tax District:	002
Improvements Value:	\$161100.00	Sub District:	0
Total Value:	\$347400.00	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

April 30, 2013

Vestavia Hills City Council:

Our family moved to Vestavia Hills almost two years ago for a construction project with Robins and Morton. Prior to moving, we researched different cities in the Birmingham area to live and chose Vestavia Hills for the school system, location, and quality of life. What we experienced exceeded our expectations. We now have the opportunity through Robins and Morton to settle down for the first time and are very excited to live in Vestavia Hills. Our children are completing their second year in Vestavia Hills schools and love the opportunities that exist to excel. Through many hours spent helping in each of the schools, I must say I am impressed. Our children have also joined two different scout groups and have given many service hours to the community. Since our move here, we have found Vestavia Hills to be a community full of Christian families with good character values. This is the type of community we feel would benefit the way we want to raise our family.

We are currently in the process of buying the home and property at 2624 Altadena Road, Vestavia Hills, AL 35243. We have requested as part of the process that the current owner, Mr. Robert Bewley, begin paperwork for annexation to Vestavia Hills as it is currently in the Jefferson County tax district. We plan to close on the house by May 15, 2013 and continue with the annexation process as the new owners. We would like to continue living in Vestavia Hills in the home that we have chosen as we feel it fits our family best. Thank you for your consideration.

Sincerely,



David Hultstrand



Pamela Hultstrand

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: APRIL 25, 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.

Robert Bewley 205-317-1418

EXHIBIT "A"

LOT: # 6 ALTADENA ACRES
BLOCK: 51 page 73
SURVEY: _____

RECORDED IN MAP BOOK 27, PAGE 14 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: E 1
COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

File Number: 210015

Estate No. 5, according to the Map of J.P. Westbrook Estates, recorded in Map Book 27, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama.

Less and Except: Part of Estate #5 according to the map and survey of J. P. Westbrook Estates as recorded in Map Book 27, Page 14, in the Probate Office of Jefferson County, Alabama, more particularly described as follows: Begin at the Northeast corner of said Estate #5, and run in a Northwesterly direction and along the Northeast boundary line of said Estate #5, a distance of 390 feet to the point of beginning; thence continue last described course in a Northwesterly direction a distance of 239.5 feet; thence turn left an angle of 90° in a Southwesterly direction a distance of 200 feet; thence turn left an angle of 90° in a Southeasterly direction and along the Southwest boundary line of said Estate #5 a distance of 239.5 feet; thence turn left an angle of 90° in a Northeasterly direction a distance of 200 feet to the point of beginning.

ALSO Less and Except: Part of Estate #5 according to the map and survey of J.P. Westbrook Estates as recorded in Map Book 27, Page 14, in the Probate Office of Jefferson County, Alabama, more particularly described as follows: Begin at the Northeast corner of said Estate #5, and run in a Northwesterly direction and along the Northeast boundary line of said Estate #5, a distance of 629.5 feet to the point of beginning; thence continue last described course in a Northwesterly direction a distance of 373.3 feet, more or less, to the Northwesterly corner of said Estate #5; thence turn left an angle of 124° 55' in a Southerly direction and along the West boundary line of said Estate #5, a distance of 225.6 feet; thence turn left an angle of 55° 05' in a Southeasterly direction a distance of 244.07 feet; thence turn left an angle of 90° 00' in a Northeasterly direction a distance of 185.0 feet to the point of beginning.

LOT 4A
GARY & PAM WEST S.
MAP BOOK 216 P.

15' R.O.W. RECORDED IN
REAL VOL. 562 PAGE 27

235'

REBOUD LANE

18' RIGHT-OF-WAY RECORDED IN
REAL VOL. 562 PAGE 25

309.28'

5'
FOUND CROSS
ON ROCK

FOUND 1" OPEN TOP

185.13'

90°00'38"

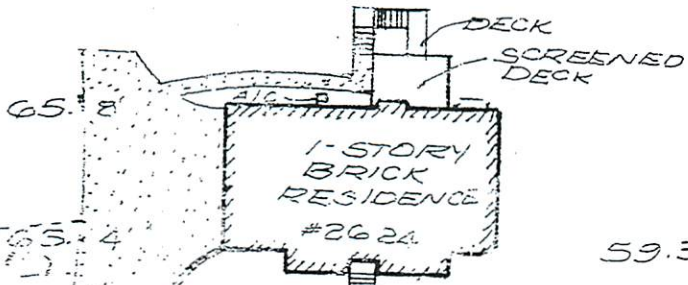
89°49'05"

FENCE O. LINE

222'

154'

MEAS.
389.90'



59.3'

136.1'

134.7'

134.64'

89°50'23"

FENCE O.S.
P.O.B.
HOLD 3"
ROPPED IR

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>Robert D Bewley</u>	# 6 Alameda Acres Lot _____ Block 51 Survey 71
	Lot _____ Block _____ Survey _____
	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

JEFFERSON COUNTY

Robert D Bewley 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.

Robert D Bewley
Signature of Certifier

Subscribed and sworn before me this the 27th day of APRIL, 2013.

[Signature]
Notary Public

My commission expires: 4/17/2016

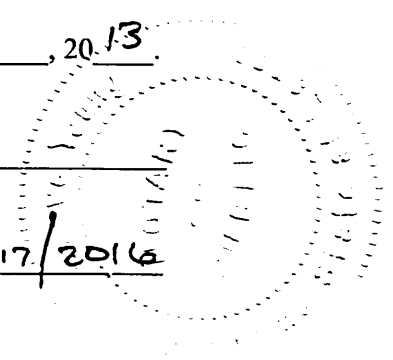


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Robert Bewley
Address: 732 MONTGOMERY Hwy Suite 243
City: Vestavia Hills State: AL Zip: 35216

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Shannon Bewley	18	13		✓
2.	Robert Bewley	21	15		✓
3.					
4.					
5.					
6.					

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

RESOLUTION NUMBER 4467

**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 April 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 8th day of July, 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 17th day of July, 2013.
2. That on the 28th day of October, 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 4467 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:

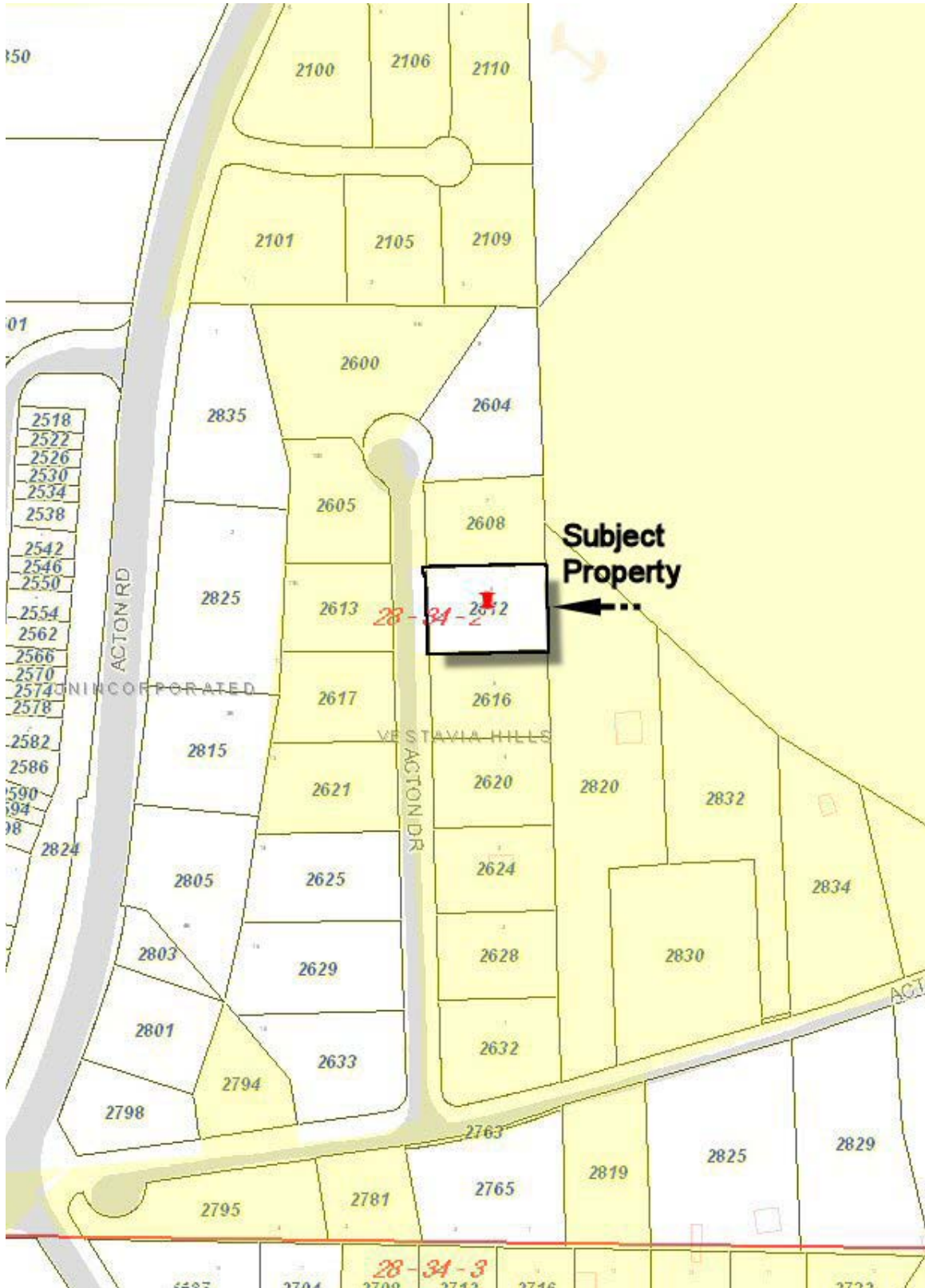
2612 Acton Drive
Lot 6 Acton's Add to Altadena Valley
Estate of Kathryn Smith; Randolph Q. Smith, Executor, Owner(s)

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2612 Acton Drive

Owners: Estate of Kathryn Smith

Date: 06-11-2013

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 \$311,000.00. 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 16 Number in city 11
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: 2612 Acton Road

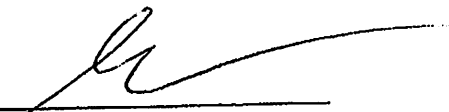
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ tbid will be paid to offset costs associated with the annexation.
Yes No Comment _____

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

Other Comments: ~~Property in estate and was advised by realtor that only families would be interested and advised them to go ahead and seek annexation because of time delay.~~



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 not later than 5:00 PM on Thursday,

5/09/13.

Location: 2612 Acton Drive

Engineering: Date: 5/10/13 Initials: CB

Comments: no problems noted

Police Department: Date: 5-13-13 Initials: [Signature]

Comments: _____

Fire Department: Date: 5/10/13 Initials: [Signature]

Comments: _____

Public Works: Date: 5/10/13 Initials: CB

Comments: see engineering

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			
SMITH QUIN & KATHRYN J 2612 ACTON DR VESTAVIA AL / 352432530			
Site Address			
2612 ACTON DR 35243 Fire District (ESN): #504 ROCKY RIDGE F.D.			
Legal Discription			
LOT 6 ACTON'S ADD TO ALTADENA VALLEY 2ND SECTOR 137/43			
Miscellaneous Information			
Section:	34	Parcel:	28-34-2-0-14.01-RR-0
Township:	18S	Map Book:	137
Range:	2W	Map Page:	43
Tax Year:	2011		
Land Value:	\$110100.00	Tax District:	002
Improvements Value:	\$200900.00	Sub District:	0
Total Value:	\$311000.00	Deed Book:	2553
		Deed Page:	608
		Deed Date:	19840803
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: April 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.

Contact Info

Randy Smith - (404) 414-1387

Kim Bludsworth - (205) 413-2216

EXHIBIT "A"

LOT: # 6

BLOCK: _____

SURVEY: Acton's Addition to Altadena Valley

RECORDED IN MAP BOOK 137, PAGE 43 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

<u>Randolph Q. Smith</u>	Lot <u>6</u>	Block _____	Survey <u>Acton's Addition to Attadena Valley</u>
_____	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Randolph Q. Smith 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.

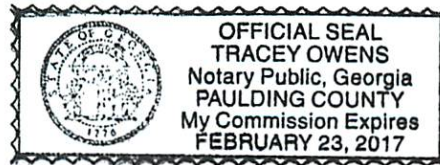
R. Q. Smith

Signature of Certifier

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

Tracey Owens
Notary Public

My commission expires: Feb 23, 2017



N/A

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway

Vestavia Hills AL 35216

(To be completed by the City)

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

Resolution: Date: _____ Number: _____

Overnight Ordinance: Date: _____ Number: _____

90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Information on Children:

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

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

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

ALABAMA

Center for Health Statistics

ALABAMA

CERTIFICATE OF DEATH

12-36996

TYPE IN PERMANENT
BLACK INK. DO NOT
USE GREEN, RED, OR
BLUE INK.

County File Number —		State File Number 101	
1. DECEASED—NAME First Middle Last (Type last name all capitals) Billie Kathryn Jones SMITH			2. DATE OF DEATH (Month, Day, Year) October 11, 2012
3. COUNTY OF DEATH Jefferson			
4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE Birmingham 35205		5. INSIDE CITY LIMITS (Specify Yes or No) Yes	6. PLACE OF DEATH—HOSPITAL OR OTHER INSTITUTION—(If not in either, give street and number) University of Ala Hospital, Highlands
7. IF HOSPITAL (Specify Inpatient, ER or Outpatient, DOA) Inpatient		8. OF HISPANIC ORIGIN (Specify Yes or No) If Yes, Specify Cuban, Mexican, Puerto Rican, etc. No	9. RACE—(Specify American Indian, Black, White, etc.) White
10. SEX Female			
11. AGE 83 YRS.	12. UNDER 1 YEAR MOS. DAYS HOURS MINS.	13. DATE OF BIRTH (Month, Day, Year) January 5, 1929	14. DECEASED'S SOCIAL SECURITY NUMBER 423-28-6373
15. EDUCATION (Specify ONLY highest grade completed below) Elementary or High School (1-12) College (1-4 or 5+) 12		16. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced) Widowed	17. SURVIVING SPOUSE (If wife, give maiden name) No
18. Was Decedent ever in Armed Forces (Specify Yes or No) No		19. STATE OF BIRTH (If not in USA, name country) Alabama	20. RESIDENCE—STATE Alabama
21. COUNTY Jefferson		22. CITY, TOWN, OR LOCATION AND ZIP CODE Birmingham, AL 35243	
23. INSIDE CITY LIMITS (Specify Yes or No) No		24. STREET AND NUMBER 2612 Acton Drive	
25. INFORMANT—Name and Address Randy Smith		26. USUAL OCCUPATION (Give kind of work done during most of working life even if retired) Insurance Agent	
27. KIND OF BUSINESS OR INDUSTRY Alabama Farm Bureau		28. FATHER—NAME First Middle Last Daniel Benjamin Jones	
29. MAIDEN NAME OF MOTHER—First Middle Last Adrea Trotter		30. DISPOSITION OF BODY (Specify Burial, Cremation, Medical Donation, Hospital Disposal, Other) Burial	
31. DATE OF DISPOSITION (Month, Day, Year) Oct 15, 2012		32. CEMETERY OR CREMATORY—Name Elmwood Cemetery	
33. LOCATION—(City or Town—State) Birmingham, AL		34. FUNERAL HOME—Name and Address Southern Heritage 475 Cahaba Valley Rd. Pelham, AL 35124	
35. FUNERAL DIRECTOR—Signature Bob Beaver		36. DATE SIGNED BY FUNERAL DIRECTOR Oct 22, 2012	
37. <input checked="" type="checkbox"/> Certifying Physician (Physician certifying cause of death) "To the best of my knowledge death occurred at the time and date, and due to the cause(s) and manner stated." <input type="checkbox"/> Medical Examiner — Coroner "On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place, and due to the cause(s) and manner stated." Signature: [Signature]			38. DATE SIGNED (Month, Day, Year) October 11, 2012
39. TIME AND DATE OF DEATH 6:02 AM October 11, 2012		40. DATE AND TIME PROCLAIMED DEAD (For Coroner/M.E. use only) No	
41. NAME AND TITLE OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46) Kierstin Cates Leslie, MD		42. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46) 1201 1st Avenue South, Birmingham, AL 35205	
43. CERTIFIER LICENSE NUMBER MD. 29337		44. REGISTRAR—Signature Rosalee Jones	
45. DATE FILED (Month, Day, Year) Oct. 25, 2012		46. MANNER OF DEATH (Specify—Accident, Homicide, Suicide, Undetermined Circumstances, Pending Investigation, Natural Cause) Natural cause	
47. HOW INJURY OCCURRED (Enter nature of injury in Item 45, Part I or Item 47, Part II)		48. AUTOPSY (Specify Yes or No) No	
49. INJURY AT WORK (Specify Yes or No)		50. If yes, were findings considered in determining cause of death? (Specify Yes or No)	
51. PLACE OF INJURY—(Specify at home, farm, street, factory, office building, etc.)		52. DATE OF INJURY (Month, Day, Year)	
53. LOCATION OF INJURY (Street or R.F.D. No., City or Town, State)		54. HOUR OF INJURY M.	

SSN: 423 28 6373
 #1 correct per Russell of FH. csf 10/25/12
 NAME OF DECEASED **Smith, Kathryn**
MO

46. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. LIST ONLY ONE CAUSE ON EACH LINE.		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE (Final disease or condition resulting in death) → Pneumonia		
a. DUE TO (OR AS A CONSEQUENCE OF)		
b. DUE TO (OR AS A CONSEQUENCE OF)		
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST		
c. DUE TO (OR AS A CONSEQUENCE OF)		
d. DUE TO (OR AS A CONSEQUENCE OF)		
47. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.		48. WAS THERE A PREGNANCY IN LAST 42 DAYS? (Specify Yes, No, or Unk.)
49. MANNER OF DEATH (Specify—Accident, Homicide, Suicide, Undetermined Circumstances, Pending Investigation, Natural Cause) Natural cause		50. AUTOPSY (Specify Yes or No) No
51. If yes, were findings considered in determining cause of death? (Specify Yes or No)		52. DATE OF INJURY (Month, Day, Year)
53. HOW INJURY OCCURRED (Enter nature of injury in Item 45, Part I or Item 47, Part II)		54. HOUR OF INJURY M.
55. INJURY AT WORK (Specify Yes or No)		56. PLACE OF INJURY—(Specify at home, farm, street, factory, office building, etc.)
57. LOCATION OF INJURY (Street or R.F.D. No., City or Town, State)		

This is a legal record and must be filed within five (5) days after death. OCT 26 2012 ADPH-HS 2/Rev. 11-83

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2012-424-903-8

Catherine M. Donald

November 6, 2012 Catherine Molchan Donald
State Registrar of Vital Statistics

ANY ALTERATIONS VOID THIS DOCUMENT

ANY ALTERATIONS VOID THIS DOCUMENT

DECEASED

BURIAL

CERTIFIER

CAUSE

IN THE MATTER OF THE ESTATE OF

IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA

KATHRYN IONES SMITH

Deceased

CASE NO. 2012216739

LETTERS TESTAMENTARY

TO ALL WHOM IT MAY CONCERN:

The Will of the above-named deceased having been duly admitted to record in said county, Letters Testamentary are hereby granted to

RANDOLPH QUIN SMITH

the Personal Representative named in said will, who has complied with the requisitions of the law and is authorized to administer the estate. Subject to the priorities stated in §43-8-76, Code of Alabama (1975, as amended), the said Personal Representative, acting prudently for the benefit of interested persons, has all the powers authorized in transactions under §43-2-843, Code of Alabama (1975, as amended).

WITNESS my hand this date, OCTOBER 17, 2012

(SEAL)

ALAN L. KING

Judge of Probate

I, S. J. Rhodes, Chief Clerk of the Court of Probate of Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the Letters Testamentary issued in the above-styled cause as appears of record in said Court. I further certify that said Letters are still in full force and effect.

WITNESS my hand and seal of said Court this date, OCTOBER 17, 2012

S. J. Rhodes
Chief Clerk

LIMITED DURABLE POWER OF ATTORNEY

1. KNOW ALL MEN BY THESE PRESENTS: That I, RANDOLPH QUIN SMITH, as Personal Representative of the Estate of Kathryn Jones Smith, hereby make, constitute and appoint KIM SMITH BLUDSWORTH as my true and lawful Attorney-in-Fact, to perform the following in my name, place and stead as Personal Representative and to do and execute all or any of the following acts, deeds and things for me in my capacity as Personal Representative:

To represent the Estate of Kathryn Jones Smith in any and all proceedings relative to the annexation of the residence located at 2612 Acton Drive, Birmingham, AL 35242 into the City of Vestavia, Alabama.

2. The powers herein granted to my Attorney-in-Fact shall be exercisable by her at any time and from time to time.

3. This Power of Attorney shall remain in full force and effect and any party dealing with my Attorney-in-Fact at any time shall be fully protected and is hereby discharged, released and indemnified from so doing in respect of any matter relating hereto unless such particular party shall have received prior notice in writing of the revocation of this power.

4. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY DISABILITY, INCOMPETENCY OR INCAPACITY AND MAY BE EXERCISED NOTWITHSTANDING ANY SUCH DISABILITY, INCOMPETENCY OR INCAPACITY AND NOTWITHSTANDING ANY UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on April 25th, 2013.

R. Q. Smith (SEAL)
RANDOLPH QUIN SMITH

STATE OF Georgia)
COUNTY OF Cobb

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

Given under my hand and official seal on April 25th, 2013.

Essie A. Whitehead
Notary Public
My Commission Expires: 8-7-2014

(NOTARIAL SEAL)



RESOLUTION NUMBER 4469

**A RESOLUTION APPROVING FUNDING AND PURCHASING FOR A
NEW PATROL VEHICLE FOR THE POLICE DEPARTMENT**

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

1. The City Manager is hereby authorized to purchase a new Patrol Vehicle needed for the Police Department as detailed in the memorandum from the Police Chief dated June 19, 2013; and
2. This Resolution Number 4469 shall become effective immediately upon adoption and approval.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

VESTAVIA HILLS POLICE DEPARTMENT

To: Mayor Zaragoza

MEMO

From: Chief Dan Rary

Date: 19 June 2013

Re: Request expenditure of confiscation funds

Mayor,

I am requesting to spend \$34,000.00 from the Police Confiscation Account to purchase a 2013 Chevrolet Tahoe for Patrol. We will reassign the replaced Patrol vehicle to Traffic. This price includes the vehicle and emergency equipment.

The funding for this project will not exceed \$34,000.00.

OK
A.C. 2.
06/19/13