

**Vestavia Hills
City Council Agenda
April 14, 2014
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Samuel Bryant, Vestavia Primitive Baptist Church
4. Pledge of Allegiance
5. Announcements, Candidate and Guest Recognition
6. Proclamation – Day of Prayer and Thanksgiving – April 29, 2014
7. Proclamation – PowerTalk21 Day – April 21, 2014
8. City Manager’s Report
9. Councilors’ Reports –
 - a. Board of Education Applications & Interview Schedule – John Henley
10. Presentation – Child Care Resources; Joan Wright, Executive Director
11. Approval of Minutes – March 18, 2014 (Special Meeting), March 20, 2014 (Work Session) and March 24, 2014 (Regular Meeting)

Old Business

12. Resolution Number 4569 – Annexation – 90-Day Final – 3700 Altadena Circle; Lot 8, Ridge Forest; Ralph and Alison McCall, Owners (*public hearing*)
13. Ordinance Number 2486 – Annexation – Overnight - 3700 Altadena Circle; Lot 8, Ridge Forest; Ralph and Alison McCall, Owners (*public hearing*)
14. Resolution Number 4570 – Annexation – 90-Day Final – 4668 Caldwell Mill Road; Layne and Amy Savoie, Owners (*public hearing*)
15. Ordinance Number 2487 – Annexation – Overnight – 4668 Caldwell Mill Road; Layne and Amy Savoie, Owners (*public hearing*)
16. Resolution Number 4571 – Annexation – 90-Day Final – 2640 Dolly Ridge Road; Willard and Ruth Bowers, Owners (*public hearing*)
17. Ordinance Number 2488 – Annexation – Overnight – 2640 Dolly Ridge Road; Willard and Ruth Bowers, Owners (*public hearing*)
18. Resolution Number 4572 – Annexation – 90-Day Final – 3548 Valley Circle; Lot 12, Block 3, Dolly Ridge Estates, 2nd Addition; Benjamin and Carol Byrket, Owners (*public hearing*)

19. Ordinance Number 2489 – Annexation – Overnight - 3548 Valley Circle; Lot 12, Block 3, Dolly Ridge Estates, 2nd Addition; Benjamin and Carol Byrket, Owners (*public hearing*)
20. Resolution Number 4573 – Annexation – 90-Day Final – 2760 Altadena Lake Drive; Lot 3, Block 5, First Addition to Altadena Valley, Fifth Sector; Lynne R. Smitherman, Trustee, Owner (*public hearing*)
21. Ordinance Number 2490 – Annexation – Overnight – 2760 Altadena Lake Drive; Lot 3, Block 5, First Addition to Altadena Valley, Fifth Sector; Lynne R. Smitherman, Trustee, Owner (*public hearing*)
22. Resolution Number 4574 – Annexation – 90-Day Final – 2468 Kenvil Circle; Lot 42, Buckhead, 2nd Sector; Tara Adams, Owner (*public hearing*)
23. Ordinance Number 2491 – Annexation – Overnight – 2468 Kenvil Circle; Lot 42, Buckhead, 2nd Sector; Tara Adams, Owner (*public hearing*)
24. Resolution Number 4575 – Annexation – 90-Day Final – 2400 Rocky Ridge Road; Lot 105, Buckhead, 4th Sector; Michael and Donya Rumore, Owners (*public hearing*)
25. Ordinance Number 2492 – Annexation – Overnight – 2400 Rocky Ridge Road; Lot 105, Buckhead, 4th Sector; Michael and Donya Rumore, Owners (*public hearing*)
26. Resolution Number 4576 – Annexation – 90-Day Final – 2835 Acton Road; Lot 1, Adams Resurvey; Brantley Bowden, Owner (*public hearing*)
27. Ordinance Number 2493 – Annexation – Overnight - 2835 Acton Road; Lot 1, Adams Resurvey; Brantley Bowden, Owner (*public hearing*)

New Business

28. Resolution Number 4578 – A Resolution Declining Execution Of An Agreement Between The Alabama 911 Board And The City Of Vestavia Hills
29. Resolution Number 4579 – A Resolution To Continue The Present Premium Pay Policy Of The City Of Vestavia Hills
30. Resolution Number 4583 – A Resolution Approving An 020-Restaurant Liquor License For Thirty One LLC D/B/A Thirty One; Edward Beard Webber, Executive
31. Resolution Number 4584 – A Resolution Authorizing The City Manager To Execute and Deliver An Agreement With ALDOT To Repair, Resurface US-31
32. Ordinance Number 2496 – An Ordinance To Provide For The Levying And Collection Of Municipal Taxes In Shelby County (Annual Tax Levy)
33. Ordinance Number 2497 – An Ordinance To Provide For The Levying And Collection Of Municipal Taxes In Jefferson County (Annual Tax Levy)

First Reading (No Action Taken At This Meeting)

34. Ordinance Number 2494 – Rezoning – 1421 Round Hill Road; Lot 19, 5th Addition To Vesthaven, Sector 4; Rezone From Vestavia Hills R-2 (Residential) To Vestavia Hills Inst-1 (Institutional); City Of Vestavia Hills, Owner
35. Ordinance Number 2495 – An Ordinance Granting A Conditional Use Approval For A 120’ Stealth Monopole (Monopine) On Property Located At 2062 Columbiana Road; AT&T Petitioner; Davis Properties, LLC, Owner; N. Andrew Rotenstreich, Representing
36. Resolution Number 4580 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Daniel Corporation As Master Developers Of Patchwork Farms
37. Ordinance Number 2498 – An Ordinance Adopting And Enacting A New Municipal Code Of Ordinances For The City Of Vestavia Hills
38. Citizens Comments
39. Executive Session
40. Motion For Adjournment

PROCLAMATION

WHEREAS, prayer is our communication with the Heavenly Father; and

WHEREAS, it enables mankind to give thanks for the life we sometimes take for granted; and

WHEREAS, prayer seems to soften our sorrow and make our griefs and hardships bearable; and

WHEREAS, through prayer we can be prepared to become the instruments of His peace; and

WHEREAS, prayer is a candle that can rekindle the light that will repel the darkness in our midst; and

WHEREAS, by our unity others may know that we are one with the Father and His Son; and

WHEREAS, only as we are filled with the power of God can we do the things the Lord wants of us in any area of our lives; and

WHEREAS, the annual Mayor's Prayer Breakfast will be held Tuesday, April 29 at Vestavia Country Club;

NOW, THEREFORE, I, Alberto C. Zaragoza, Jr. by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim April 29, 2014 as a special

DAY OF PRAYER AND THANKSGIVING

in Vestavia Hills and earnestly call upon all men of faith and goodwill to support this spiritual effort so that together we may offer prayer, praise and thanksgiving.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

PROCLAMATION

WHEREAS, the City of Vestavia Hills recognizes the importance of parents talking with their teens about alcohol; and

WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important; and

WHEREAS, teen alcohol use kills about 5,000 people each year, more than all other illegal drugs combined; and

WHEREAS, the majority of children say their parents are their primary influence when it comes to decisions about drinking alcohol; and

WHEREAS, PowerTalk 21[®] Day is established on April 21, 2014 to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

WHEREAS, to equip parents to talk with their teens about alcohol, on April 21 Mothers Against Drunk Driving[®] (MADD) Alabama will offer a free community parent workshop to give parents the tools in a parent handbook to effectively talk to their teens about alcohol; and

WHEREAS, these local parent workshops, also replicated across the country, will offer parents a research-based parent handbook to help them talk with their teens about alcohol and encourage adults to consider creating a safer community by becoming involved in reducing underage drinking;

NOW, THEREFORE, I Alberto C. Zaragoza, Jr. by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim April 21, 2014 as

PowerTalk 21[®] Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

SPECIAL MEETING

MINUTES

MARCH 18, 2014

The City Council of Vestavia Hills met in work session on this date at 11:59 AM following posting/publishing pursuant to Alabama law. 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:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief

The Mayor called the meeting to order and indicated this meeting is required by Alabama law in order to canvass the votes from the municipal election held on March 11, 2014 for continuation of an existing school tax.

Mr. Henley led the invocation. The Pledge of Allegiance followed.

ORDINANCE NUMBER 2484

Ordinance Number 2484 – An Ordinance Canvassing And Declaring The Results Of A Special Municipal Election Held In The City Of Vestavia Hills, Alabama, On Tuesday, March 11, 2014, Regarding A Property Tax For Public School Purposes

The Mayor opened the floor for unanimous consent for the immediate consideration and action on Ordinance Number 2484.

MOTION Motion for unanimous consent for the immediate consideration and action on Ordinance Number 2484 was by Mr. Pierce and second was by Mr. Ammons. Roll call vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes
Mayor Zaragoza – yes

Mr. Ammons – yes
motion carried.

MOTION Motion to approve Ordinance Number 2484 was by Mr. Henley and second was by Mr. Sharp.

Mr. Henley gave the official results of the election held on March 11, 2014. He stated that there were five provisional votes sent to the Board of Registrars. The Board of Registrars has completed its investigation into the ballots and determined that none of them should be counted. Therefore, the tentative totals calculated on the night of the election are the true results. There were 1715 votes in favor of continuation of the tax with 163 against said continuation. This is the official canvass as reflected in the Ordinance.

There being no further discussion, the Mayor opened the floor for a public hearing. There was no one present to address the Council regarding this issue. The Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mr. Pierce – yes
Mr. Sharp – yes
Mayor Zaragoza – yes

Mr. Henley – yes
Mr. Ammons – yes
motion carried.

CITIZENS COMMENTS

There was no one present to address the Council.

Mr. Downes gave a quick update on the proposed process for tag renewals beginning April 1 and the Council discussed whether a new employee should be retained to handle the renewals.

Meeting adjourned at 12:20 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

WORK SESSION

MINUTES

MARCH 20, 2014

The City Council of Vestavia Hills met in a regularly scheduled work session on this date at 4:30 PM following posting/publishing pursuant to Alabama law. The Mayor called the work session to order and the acting City Clerk checked 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:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jim St. John, Fire Chief
Melvin Turner, Finance Director
George Sawaya, Deputy Finance Director
Bo Seagrist, Business License

The Mayor called the work session to order.

Mr. Pierce gave an update on the volunteer drug testing program about to kick off in the schools. He stated that parents pay \$40 and with signed permission of the student and the parents, students are guaranteed a minimum of two drug tests per year. At the end of their senior year, the student is given a certificate showing that all testing has come back negative. He introduced David Howard who explained the program in more detail and answered questions posed by the Council.

The Mayor gave an update on the car tag renewal process and introduced representatives from Ingenuity to explain the process of renewal in detail and answer questions that the Council might have concerning the process, the fees, etc.

Mr. Downes gave an update on a grant application for the City.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Sharp.
Meeting adjourned at 6:00 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MARCH 24, 2014

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:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Phillip Barnes; Battalion Chief
Christopher Brady, City Engineer
Tim Holcomb, Deputy Police Chief

Invocation was given by Pastor John Turner, Shades Mountain Baptist Church. The Pledge of Allegiance followed invocation led by Howard and Kyle Fox, Cesar Cyenca and Hyrum Monvoy, Scouts from Troop 110.

ANNOUNCEMENTS, GUEST RECOGNITION

- David Wheeler, 2532 Crossgate Place, introduced himself and declared that he is a candidate for State House District 47.
- Steve Ammons announced that he is a candidate for Jefferson County Tax Collector in the upcoming election.
- Mr. Ammons welcomed Tommy Coggins, Vice President of the Park and Recreation Board to the meeting.

PROCLAMATION

The Mayor presented a Proclamation designating April 2014 as “Donate Life Month.” Mr. Downes read the Proclamation and expressed the constant need for organ donations to save lives.

CITY MANAGER REPORT

- Mr. Downes gave an update on the progress of the new City Hall including the bidding for demolition of the existing structures which will be presented to the Council later in the meeting.
- Mr. Downes announced that a community meeting will be hosted at the Municipal Center this Friday at 5 PM to allow residents of the area to learn about the proposed demolition, construction traffic, etc.
- The development of Patchwork Farms is continuing and soon there will be an update on a proposed contract with a master developer and possible relocation of the proposed rehabilitation facility.

COUNCILOR REPORTS

- Mr. Henley stated that the Council is currently receiving applications for an upcoming vacancy on the Vestavia Hills Board of Education. He stated that the deadline to submit applications is April 14 which will be followed by an interview. The new appointment will be announced on April 28. He invited interested individuals to prepare and file an application as soon as it's open.
- Mr. Henley stated that the results of the Special Municipal Election for renewal of a School Tax on March 11, 2014 ended with a 91% approval for continuation of the tax.
- Mr. Pierce gave an update and details of a voluntary drug testing program beginning upon enrollment in the next school year during registration. He stated that it is an exciting program and is being met with a lot of positive enforcement.
- The Mayor stated that the accreditation of the schools looks favorable and has been met with good community participation.
- The Mayor gave an update on the demolition progress of the Vestavia Motor Lodge.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for the month ending February 2014. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of the March 10, 2014 (Work Session) and March 10, 2014 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the meeting of March 10, 2014 (Work Session) and March 10, 2014 (Regular Meeting) and approve them as presented was by Mr. Ammons and second by Mr. Henley. Roll call vote as follows:

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

OLD BUSINESS

RESOLUTION NUMBER 4562

Resolution Number 4562 - A Resolution Requesting Funding For Brand Extension Initiatives For The City Of Vestavia Hills (public hearing)

MOTION Motion to approve Resolution Number 4562 was by Mr. Pierce and second was by Mr. Sharp.

Mr. Downes stated that this Resolution is the authorization to begin branding initiatives which has been a collaborative effort with the Chamber of Commerce based on the recommendations of a joint committee and outlined in a scope of work attached to the Resolution. The committee has recommended retaining the consultant Tatum Designs to assist in the branding efforts. He explained the details and the expenses involved by both City and Chamber outlined within the attached scope of work.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4563

Resolution Number 4563 – A Resolution Authorizing The City Manager To Purchase Field Signage For Fields At Sicard Hollow Athletic Complex (public hearing)

MOTION Motion to approve Resolution Number 4563 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this Resolution allows for signage at Sicard Hollow Athletic Complex in order to name various fields. This expense is begin offset by a contribution from the Park Foundation as is the signage expense within the next Resolution.

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

Roll call vote as follows:

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

RESOLUTION NUMBER 4564

Resolution Number 4564 – A Resolution Authorizing The City Manager To Purchase A Monument Sign For Sicard Hollow Athletic Complex (public hearing)

MOTION Motion to approve Resolution Number 4564 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this Resolution allows the purchase and installation of a monument sign for Sicard Hollow Athletic Complex to replace the temporary sign located there now. He indicated that all of the signage for branding will be reviewed by the consultants before being ordered.

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

Roll call vote as follows:

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

NEW BUSINESS

RESOLUTION NUMBER 4577

**Resolution Number 4577 – A Resolution Establishing Iberia Bank As Depositor For
Emergency Reserve Fund And Capital Projects Fund Accounts**

MOTION Motion to approve Resolution Number 4577 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that this Resolution allows the establishment of an account at Iberia Bank in order to move some of the City’s reserve funds for a better interest rate. He indicated that the City’s Finance Director periodically obtains quotes from area banks in order to maintain the highest earnings possible and has recommended this move.

There being no further discussion on the matter, the Mayor called for the question. Roll call vote as follows:

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

The Mayor opened the floor for unanimous consent for the immediate consideration and action of Resolution Number 4568 and Ordinance Number 2485.

MOTION Motion for unanimous consent for the immediate consideration and action of Resolution Number 4568 and Ordinance Number 2485 was made by Mr. Ammons. Second was by Mr. Pierce. Roll call vote as follows:

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

RESOLUTION NUMBER 4568

**Resolution Number 4568 – A Resolution Accepting A Bid For Abatement And
Demolition Of Buildings For Construction Of A New City Hall And
Public Safety/Municipal Court Complex (*Public Hearing*)**

MOTION Motion to approve Resolution Number 4568 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this Resolution accepts the lowest bid for demolition of the former Food World and Joe’s Ranch House in order to prepare for construction of a

new City Hall. He stated that Tomlin was the lowest bidder and the construction management company has recommended approval of that bid package.

The Mayor opened the floor for a public hearing.

Tommy Coggin asked about maintenance of the fence throughout demolition and construction.

Mr. Downes stated that fencing will be there throughout the project.

There being no one present to address the Council regarding this request, the Mayor closed the public hearing and called for the question.

Roll call vote as follows:

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

ORDINANCE NUMBER 2485

Ordinance Number 2485 - An Ordinance Establishing A Local Issuance Fee For Renewal Of Automobile Tags In Vestavia Hills, Alabama (*public hearing*)

MOTION Motion to approve Ordinance Number 2485 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that this Ordinance is needed in order to determine a convenience fee for the issuance of vehicle tags which is scheduled to begin in the City on April 1, 2014. The law allows up to \$5 and recommendation was made to charge that amount for issuance. Mr. Downes gave the details on the planned implementation of the renewal process and indicated this was simply for renewals and for City residents only.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Carala Road, asked when the renewals will begin.

Mr. Downes stated it will begin April 1.

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

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – 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 on April 14, 2014 at 5 PM.

- Resolution Number 4569 – Annexation – 90-Day Final – 3700 Altadena Circle; Lot 8, Ridge Forest; Ralph and Alison McCall, Owners (*public hearing*)
- Ordinance Number 2486 – Annexation – Overnight - 3700 Altadena Circle; Lot 8, Ridge Forest; Ralph and Alison McCall, Owners (*public hearing*)
- Resolution Number 4570 – Annexation – 90-Day Final – 4668 Caldwell Mill Road; Layne and Amy Savoie, Owners (*public hearing*)
- Ordinance Number 2487 – Annexation – Overnight – 4668 Caldwell Mill Road; Layne and Amy Savoie, Owners (*public hearing*)
- Resolution Number 4571 – Annexation – 90-Day Final – 2640 Dolly Ridge Road; Willard and Ruth Bowers, Owners (*public hearing*)
- Ordinance Number 2488 – Annexation – Overnight – 2640 Dolly Ridge Road; Willard and Ruth Bowers, Owners (*public hearing*)
- Resolution Number 4572 – Annexation – 90-Day Final – 3548 Valley Circle; Lot 12, Block 3, Dolly Ridge Estates, 2nd Addition; Benjamin and Carol Byrket, Owners (*public hearing*)
- Ordinance Number 2489 – Annexation – Overnight - 3548 Valley Circle; Lot 12, Block 3, Dolly Ridge Estates, 2nd Addition; Benjamin and Carol Byrket, Owners (*public hearing*)
- Resolution Number 4573 – Annexation – 90-Day Final – 2760 Altadena Lake Drive; Lot 3, Block 5, First Addition to Altadena Valley, Fifth Sector; Lynne R. Smitherman, Trustee, Owner (*public hearing*)
- Ordinance Number 2490 – Annexation – Overnight – 2760 Altadena Lake Drive; Lot 3, Block 5, First Addition to Altadena Valley, Fifth Sector; Lynne R. Smitherman, Trustee, Owner (*public hearing*)
- Resolution Number 4574 – Annexation – 90-Day Final – 2568 Kenvil Circle; Lot 42, Buckhead, 2nd Sector; Tara Adams, Owner (*public hearing*)
- Ordinance Number 2491 – Annexation – Overnight – 2568 Kenvil Circle; Lot 42, Buckhead, 2nd Sector; Tara Adams, Owner (*public hearing*)
- Resolution Number 4575 – Annexation – 90-Day Final – 2400 Rocky Ridge Road; Lot 105, Buckhead, 4th Sector; Michael and Donya Rumore, Owners (*public hearing*)
- Ordinance Number 2492 – Annexation – Overnight – 2400 Rocky Ridge Road; Lot 105, Buckhead, 4th Sector; Michael and Donya Rumore, Owners (*public hearing*)
- Resolution Number 4576 – Annexation – 90-Day Final – 2835 Acton Road; Lot 1, Adams Resurvey; Brantley Bowden, Owner (*public hearing*)
- Ordinance Number 2493 – Annexation – Overnight - 2835 Acton Road; Lot 1, Adams Resurvey; Brantley Bowden, Owner (*public hearing*)

CITIZENS COMMENTS

David Harwell, 1803 Catala Road, stated that the City needs to review and study Montgomery Highway and alert ALDOT to the many needed repairs along the Highway along with the need to monitor and synchronize the traffic signals.

The Mayor stated that resurfacing of the Highway begins in June and the City has nothing to do with the maintenance of the Highway but would alert ALDOT of all problems and see if it helps.

Karen Odle stated that the Annual Mayor's Prayer Breakfast will be held on April 29, 2014 beginning at 7:30 AM at Vestavia Country Club. This year's keynote speaker is Lisa "Roxanne" Richardson.

The Mayor stated that the scheduled executive session for discussion of pending litigation has been postponed to a later date because the City's attorney is out of town today.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Henley. Meeting adjourned at 6:07 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4569

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 3, 2014, 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 14th day of April, 2014; 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 16th day of April, 2014.

2. That on the 28th day of July, 2014, 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 4569 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:

3700 Altadena Circle
Lot 8, Ridge Forest
Ralph and Alison McCall, Owner(s)

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 3700 Altadena Circle

Owners: R.D. McCall

Date: 2-27-14

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 195,800.. 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 18 Number in city 9
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: 3700 Altadena Circle

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

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

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

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

Other Comments: _____



George Pierce
Chairman

PARCEL #: 40 00 05 1 000 044.000
OWNER: MCCALL RALPH DUNCAN III &
ADDRESS: 3700 ALTADENA CIR VESTAVIA AL 35243-2904
LOCATION: 3700 ALTADENA CIR BHAM AL 35243

[111-C-] Baths: 2.0 H/C Sqft: 1,405
 18-015.0 Bed Rooms: 3 Land Sch: G1
 Land: 113,000 Imp: 82,800 Total: 195,800
 Acres: 0.000 Sales Info: 09/01/2008
\$170,387

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

Tax Year : 2013 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$113,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00		<u>CLASS 3</u>	
CLASS USE:		UTILITY STEEL 0	26SAPFL \$600
FOREST ACRES: 0	TAX SALE:	BLDG 001	111 \$82,200
PREV YEAR VALUE: \$195,800.00	BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$195,800]: \$195,800	
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$19,580	\$127.27	\$4,000	\$26.00	\$101.27
COUNTY	3	2	\$19,580	\$264.33	\$2,000	\$27.00	\$237.33
SCHOOL	3	2	\$19,580	\$160.56	\$0	\$0.00	\$160.56
DIST SCHOOL	3	2	\$19,580	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$19,580	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$19,580	\$99.86	\$0	\$0.00	\$99.86
SPC SCHOOL2	3	2	\$19,580	\$328.94	\$0	\$0.00	\$328.94

TOTAL FEE & INTEREST: \$5.00

ASSD. VALUE: \$19,580.00

\$980.96

GRAND TOTAL: \$932.96

DEEDS

INSTRUMENT NUMBER
[200811-5354](#)
[200106-4861](#)
[9803-4060](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
09/22/2008	12/11/2013	2013	WELLS FARGO	\$932.96
05/01/2001	12/20/2012	2012	WELLS FARGO	\$932.96
12/01/1997	20111209	2011	***	\$940.48
	20101014	2010	***	\$940.48
	20091207	2009	***	\$940.48
	20071231	2007	***	\$798.20
	20061231	2006	***	\$782.17
	20051231	2005	***	\$759.61
	20041116	2004	***	\$615.32
	20031122	2003	***	\$596.29
	20021129	2002	***	\$466.03
	20011117	2001	***	\$466.03
	20001104	2000	***	\$466.03
	19991206	1999	***	\$466.03
	19981118	1998	***	\$421.74

EXHIBIT "C"

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

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

Location: 3700 Altadena Circle

2/12/2014 C Brady

Altadena Circle, 3700 – minor concerns noted; roadway and gutter along Altadena Circle are in poor condition and in need of maintenance; 5 of the 8 homes on this street are already in City; because majority of homes on this street are already within the City, this roadway already appears on the City's maintenance schedule.

Police Department:

Date: 2-12-14 Initials: 

Comments: _____

Fire Department:

Date: 2.12.14 Initials: 

Comments: _____

Public Works:

Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 02/03/2014

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.

Ralph McCall 205-276-8225

EXHIBIT "A"

LOT: 8

BLOCK: _____

SURVEY: Ridge Forest

RECORDED IN MAP BOOK 54, PAGE 29 IN THE
PROBATE OFFICE OF _____ COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

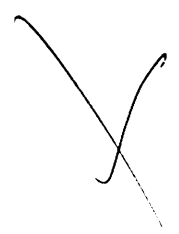


EXHIBIT "B"

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): Ralph D. McCall III and Alison Zeski McCall

Address: 3700 Albedena Circle

City: Vestavia State: Alabama Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Jackson Griffin McCall	5	Pre School	✓	
2.	Harrison Cole McCall	3	Day School		
3.					
4.					
5.					
6.					

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

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><i>[Signature]</i></u>	Lot <u>8</u> Block _____ Survey <u>Ridge Forest</u>
<u><i>Alison McCall</i></u>	Lot <u>8</u> Block _____ Survey <u>Ridge Forest</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

[Signature] - Ralph McCall being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 3rd day of February, 2014.

Kay Fussom
Notary Public

My Commission Expires
November 18, 2016

My commission expires: _____

ORDINANCE NUMBER 2486

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Ralph and Alison McCall dated February 3, 2014, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

3700 Altadena Circle
Lot 8, Ridge Forest
Ralph and Alison McCall

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate

Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Vestavia Hills, Alabama.

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2486 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4570

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated January 8, 2014, 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 14th day of April, 2014; 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 16th day of April, 2014.

2. That on the 28th day of July, 2014, 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 4570 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:

4668 Caldwell Mill Road
See Attached "Exhibit A" for Legal Description
Layne and Amy Savoie, Owner(s)

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit A

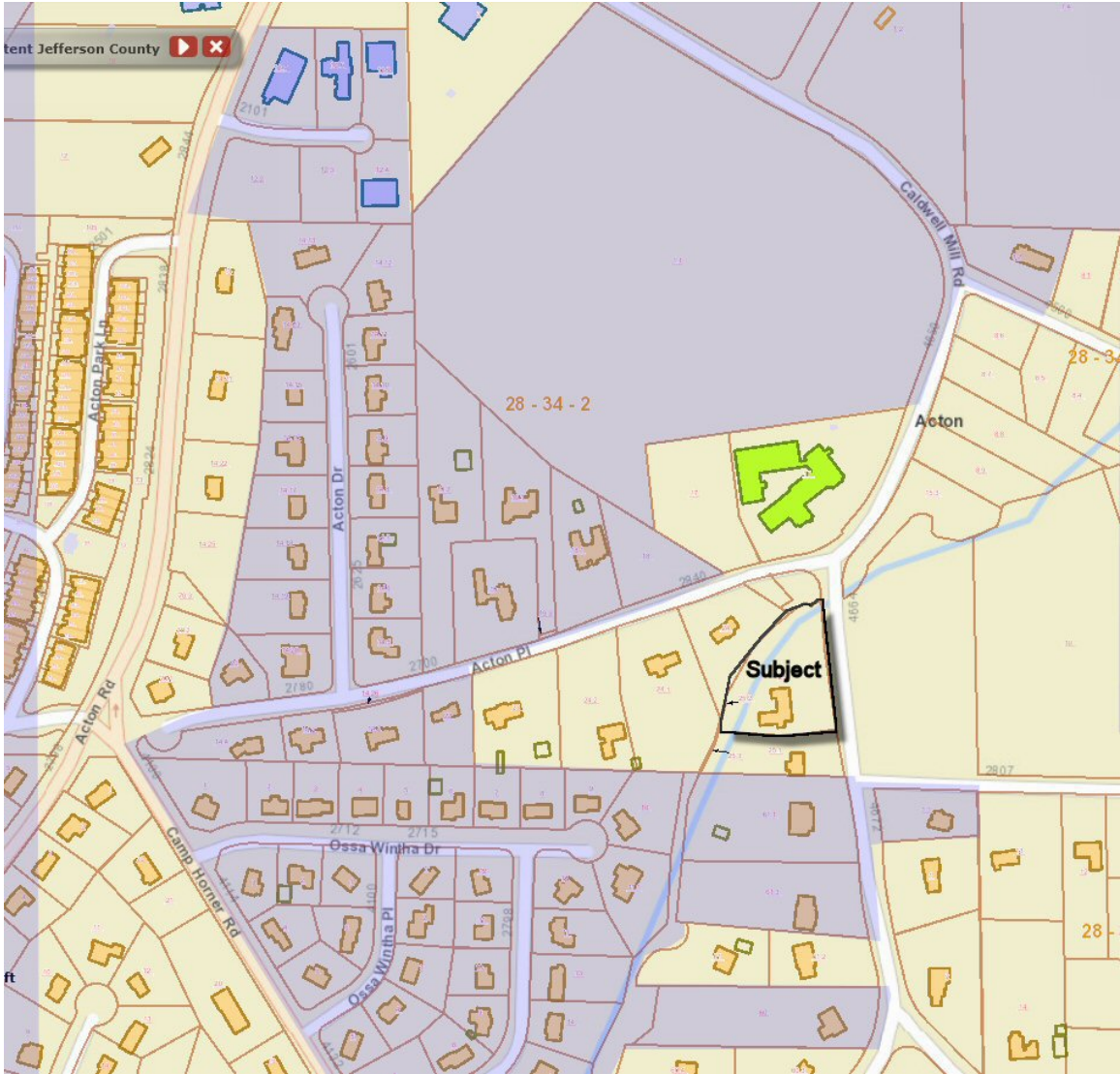
4668 Caldwell Mill Road

More particularly described as follows:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, run thence east along the south line of said quarter quarter section to the center of the Caldwell Mill Road, the point of beginning; thence northerly along the center of said Caldwell Mill Road to the center of the branch; thence run southwesterly along the center of the branch to the South line of said quarter quarter section; thence East to the point of beginning.

Less and except:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West; thence run east along the south line of said $\frac{1}{4}$ section line for a distance of 650.87 feet to the point of beginning; thence continue along the last described course for a distance of 390.47 feet to the centerline of Old Caldwell Mill Road; thence turn $100^{\circ}14'23''$ left and run Northwestery along centerline of said Old Caldwell Mill Road for a distance of 121.89 feet; thence turn $89^{\circ}01'18''$ left and run southwesterly for a distance of 146.88 feet; thence turn $12^{\circ}54'02''$ right and run northwesterly for a distance of 175.76 feet to the centerline of a branch; thence turn $61^{\circ}58'34''$ left and run southwesterly along centerline of said branch for a distance of 29.13 feet; thence turn $9^{\circ}45'11''$ left and continue southwesterly along centerline of said branch for a distance of 88.89 feet to the point of beginning.



Annexation Committee Petition Review

Property: 4668 Caldwell Mill Road

Owners: Layne + Amy Sawie

Date: 2-27-14

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 299,000.. 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 21 Number in city ~~21~~ 15
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: 4668 Caldwell Mill Rd


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

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

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

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

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 34 2 000 025.000
OWNER: SAVOIE AMY & LAYNE
ADDRESS: 4668 CALDWELL MILL RD VESTAVIA AL 35243-2532
LOCATION: 4668 CALDWELL MILL RD BHAM AL 35243

[111-C0] Baths: 3.0 H/C Sqft: 2,700
 18-040.0 Bed Rooms: 3 Land Sch: A416
 Land: 123,900 Imp: 175,100 Total: 299,000
 Acres: 0.000 Sales Info: 11/01/2011
\$303,500

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

Tax Year : 2013 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE \$0.00
 OVR ASD VALUE: \$0.00

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$293,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$123,850
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

BLDG 001 111 \$175,100

TOTAL MARKET VALUE [APPR. VALUE: \$299,000]: \$298,950
 Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$29,900	\$194.35	\$0	\$0.00	\$194.35
COUNTY	3	1	\$29,900	\$403.65	\$0	\$0.00	\$403.65
SCHOOL	3	1	\$29,900	\$245.18	\$0	\$0.00	\$245.18
DIST SCHOOL	3	1	\$29,900	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$29,900	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$29,900	\$152.49	\$0	\$0.00	\$152.49
SPC SCHOOL2	3	1	\$29,900	\$502.32	\$0	\$0.00	\$502.32

TOTAL FEE & INTEREST: \$833.53

ASSD. VALUE: \$29,900.00

\$1,497.99

GRAND TOTAL: \$2,331.52

DEEDS

INSTRUMENT NUMBER
[201108-27124](#)
[412-914](#)

DATE
 11/02/2011
 03/21/1968

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/26/2013	2013	-	\$2,331.52
	2012		\$0.00
20091117	2009	***	\$1,260.51
20081103	2008	***	\$1,281.44
20071107	2007	***	\$1,269.23
20031204	2003	***	\$898.19
20021113	2002	***	\$765.65
20011011	2001	***	\$765.65
19961218	1996	***	\$723.80

EXHIBIT "C"

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

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

Location: 4668 Caldwell Mill Road

Engineering:

Date: 2/12/2014 Initials: C Brady

Caldwell Mill Road, 4668 – no significant concerns noted; survey submitted suggests the roadway may be prescriptive; restricted bridge borders this property; at this time, it is anticipated Caldwell Mill Road, including bridge, will continue to be under Jefferson County maintenance.

Police Department:

Date: 2-12-14 Initials: [Signature]

Comments: _____

Fire Department:

Date: 2-12-14 Initials: [Signature]

Comments: _____

Public Works:

Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

JEFFERSON COUNTY

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

Date of Petition: 1/8/14

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

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

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

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

EXHIBIT "A"

LOT: 0. 25. 002

BLOCK: 000

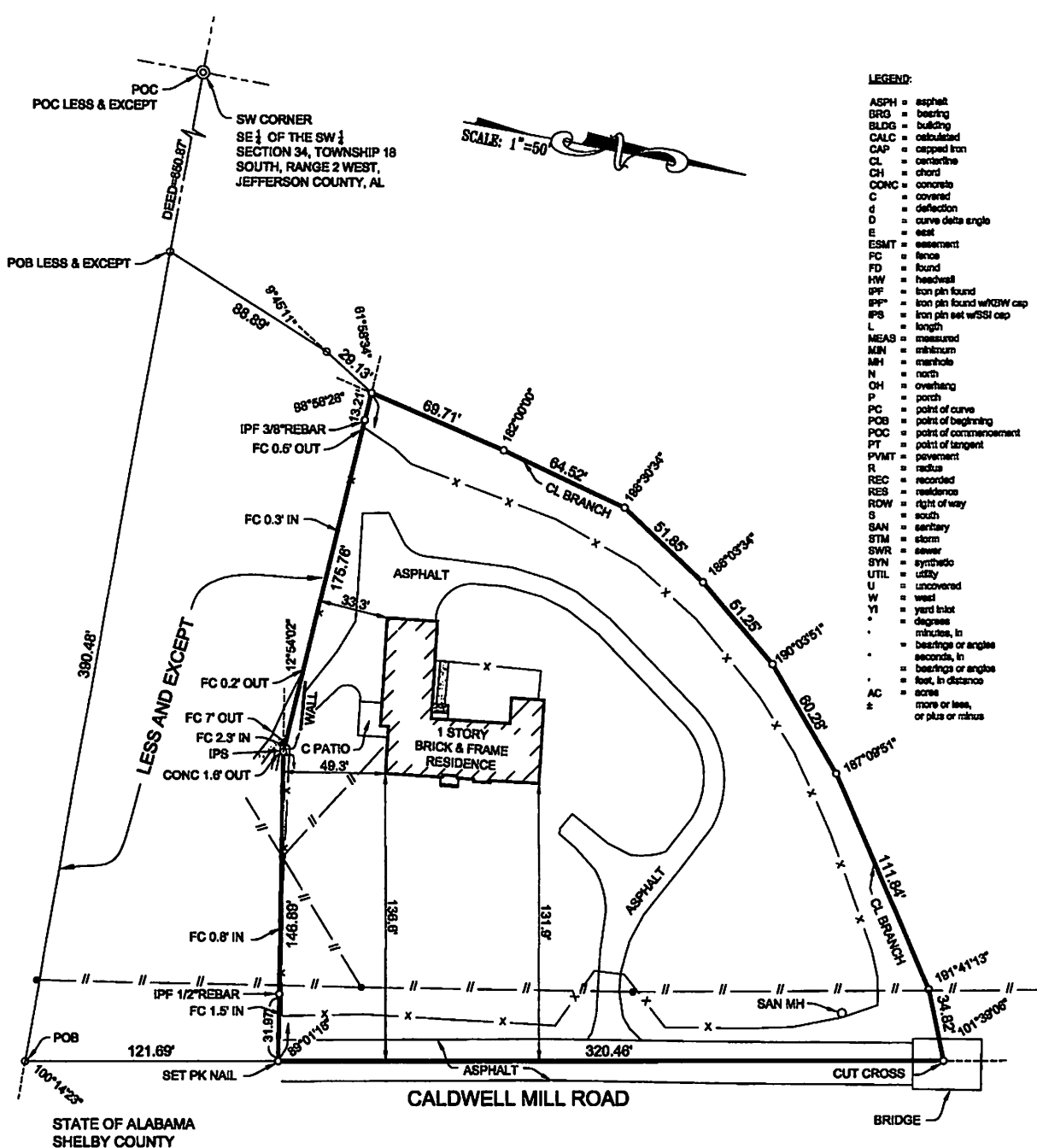
SURVEY: SEE ATTACHED SURVEY DATED 10/24/11

RECORDED IN MAP BOOK LR 201108 , PAGE 27124 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: RESIDENTIAL

COMPATIBLE CITY ZONING: RESIDENTIAL

LEGAL DESCRIPTION (METES AND BOUNDS):



I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed a parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Northwest 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, run thence east along the south line of said quarter quarter section to the center of the Caldwell Mill Road, the point of beginning; thence northerly along the center of said Caldwell Mill Road to the center of the branch; thence run southwesterly along the center of the branch to the South line of said quarter quarter section; thence East to the point of beginning.

Less and except:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 18 South, Range 2 West; thence run east along the south line of said 1/4 section line for a distance of 650.87 feet to the point of beginning; thence continue along the last described course for a distance of 390.47 feet to the centerline of Old Caldwell Mill Road; thence turn 100°14'23" left and run Northwesterly along centerline of said Old Caldwell Mill Road for a distance of 121.69 feet; thence turn 89°01'18" left and run southwesterly for a distance of 148.88 feet; thence turn 12°54'02" right and run northwesterly for a distance of 175.76 feet to the centerline of a branch; thence turn 61°58'34" left and run southwesterly along centerline of said branch for a distance of 29.13 feet; thence turn 9°45'11" left and continue southwesterly along centerline of said branch for a distance of 88.89 feet to the point of beginning.

I furthermore certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is located in flood Zone X unshaded according to F.I.R.M. community panel number 010217 0588 G, Jefferson County, Alabama; dated: 9-29-2006 that the correct address is as follows: 4868 Caldwell Mill Road according to my survey of October 24, 2011. Survey is not valid unless it is sealed with embossed seal or stamped in red.

SURVEYING SOLUTIONS, INC.
2232 CAHABA VALLEY DRIVE SUITE F
BIRMINGHAM, AL 35242
PHONE:991-8865

Order No. 340506
Purchaser: Savole
Type of Survey: Mortgage Loan

Carl Daniel Moore, Reg. L.S. #12159

Date of Signature

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>L. Savoie</u>	Lot _____	Block _____	Survey _____
<u>[Signature]</u>	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

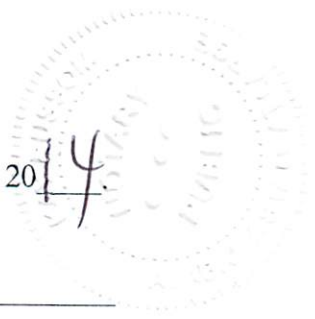
Jefferson COUNTY

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

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 17th day of January, 2014.

Kay Russon
Notary Public



My commission expires: November 18, 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): LAYNE & AMY SAVOIE
Address: 4668 CALDWELL MILL RD.
City: BIRMINGHAM State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	ISAAC SAVOIE	6	FIRST	✓	
2.	JOSEPH SAVOIE	3			✓
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 8/1/14

ORDINANCE NUMBER 2487

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Layne and Amy Savoie dated January 8, 2014, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

4668 Caldwell Mill Road
See Attached Exhibit A for Legal Description
Layne and Amy Savoie

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Vestavia Hills, Alabama.

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2487 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk

Exhibit A

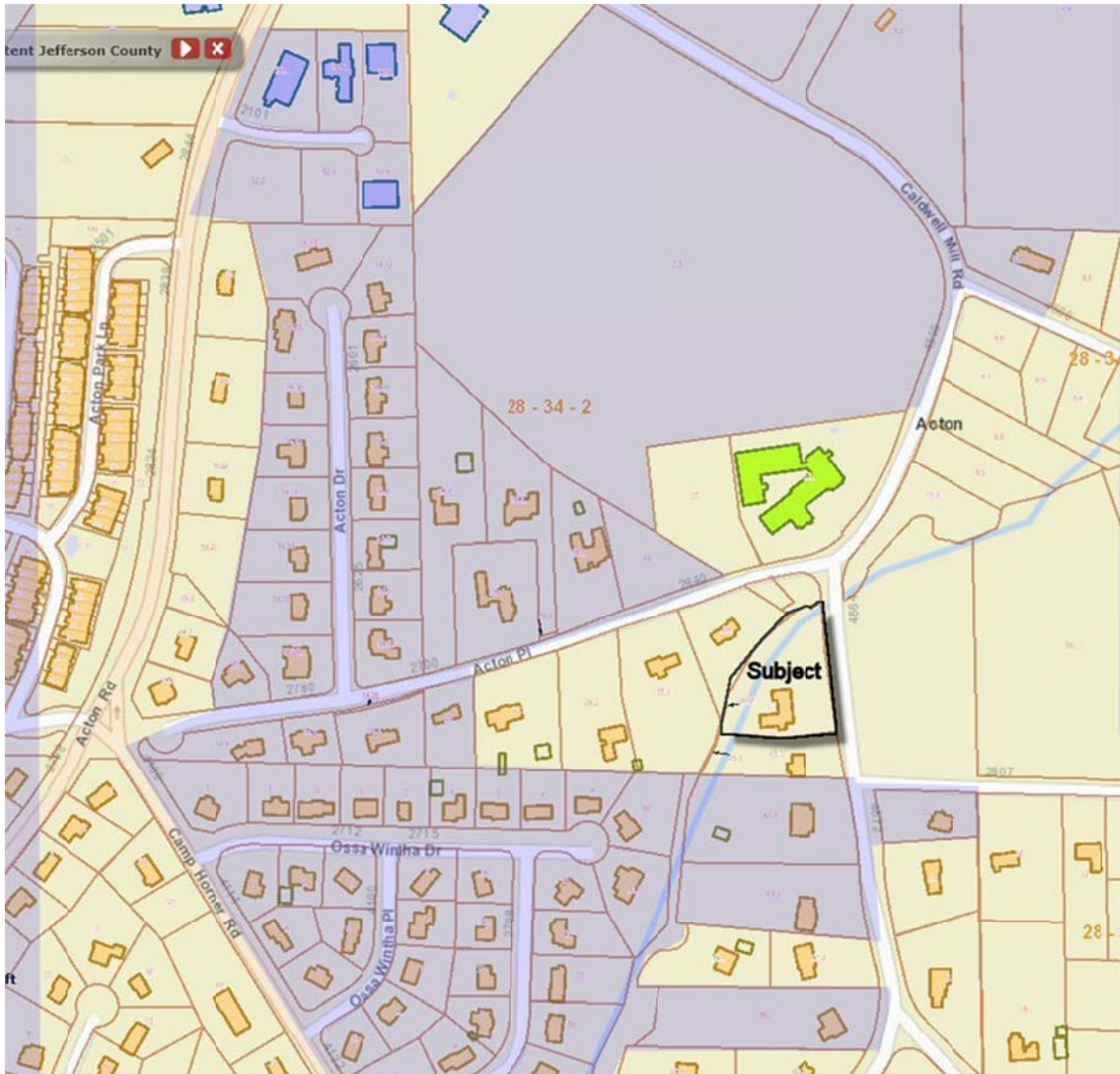
4668 Calwell Mill Road

More particularly described as follows:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, run thence east along the south line of said quarter quarter section to the center of the Caldwell Mill Road, the point of beginning; thence northerly along the center of said Caldwell Mill Road to the center of the branch; thence run southwesterly along the center of the branch to the South line of said quarter quarter section; thence East to the point of beginning.

Less and except:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West; thence run east along the south line of said $\frac{1}{4}$ section line for a distance of 650.87 feet to the point of beginning; thence continue along the last described course for a distance of 390.47 feet to the centerline of Old Caldwell Mill Road; thence turn $100^{\circ}14'23''$ left and run Northwesterly along centerline of said Old Caldwell Mill Road for a distance of 121.69 feet; thence turn $89^{\circ}01'18''$ left and run southwesterly for a distance of 146.88 feet; thence turn $12^{\circ}54'02''$ right and run northwesterly for a distance of 175.76 feet to the centerline of a branch; thence turn $61^{\circ}58'34''$ left and run southwesterly along centerline of said branch for a distance of 29.13 feet; thence turn $9^{\circ}45'11''$ left and continue southwesterly along centerline of said branch for a distance of 88.89 feet to the point of beginning.



RESOLUTION NUMBER 4571

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 6, 2014, 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 14th day of April, 2014; 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 16th day of April, 2014.

2. That on the 28th day of July, 2014, 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 4571 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:

2640 Dolly Ridge Road
See Attached Exhibit A for Legal Description
Willard and Ruth Bowers, Owner(s)

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit A

THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 2 WEST SITUATED IN JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NW CORNER OF SAID 1/4-1/4 SECTION, RUN THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID 1/4-1/4 SECTION 140 FEET; THENCE TURNING AN ANGLE LEFT OF 87 DEGREES 56' AND 30", RUN EASTERLY 288 FEET ALONG THE NORTHERLY LINE OF PROPERTY FORMERLY OWNED BY CARL J. MANN AND LOIS T. MANN AS PER DEED RECORDED IN DEED BOOK 6141, PAGE 9, AS IT APPEARS OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA; THENCE 13 DEGREES 32' AND 30" TO THE RIGHT AND SOUTHEASTERLY ALONG THE NORTHEAST LINE OF THE SAID CARL J. MANN AND WIFE, LOIS T. MANN, PROPERTY 130.91 FEET MORE OR LESS, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF DOLLY RIDGE ROAD; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF DOLLY RIDGE ROAD 229 FEET MORE OR LESS TO THE NORTH LINE OF SAID 1/4-1/4 SECTION; THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID 1/4-1/4 SECTION 539 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SITUATED IN JEFFERSON COUNTY, ALABAMA - BIRMINGHAM DIVISION.



Annexation Committee Petition Review

Property: 2640 Dolly Ridge Road
Owners: Willard + Ruth Bowers
Date: 2-27-14

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 539,900. 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 9 Number in city 6
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2640 Dolly Ridge Rd


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

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

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

11. Information on children: Number in family 0; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 28 3 000 022.000 [111-C+] Baths: 4.5 H/C Sqft: 4,135
OWNER: BOWERS WILLARD L & RUTH A 18-012.0 Bed Rooms: 4 Land Sch: A414
ADDRESS: 2640 DOLLY RIDGE RD VESTAVIA AL 35243-2228 Land: 247,000 Imp: 292,900 Total: 539,900
LOCATION: 2640 DOLLY RIDGE RD BHAM AL 35243 Acres: 0.000 Sales Info: 04/01/1996
 \$290,000

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

Tax Year : 2013

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$247,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 01 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00		<u>CLASS 3</u>	
CLASS USE:		GARAGE WOOD OR 24WCBFA	\$20,200
FOREST ACRES: 0	TAX SALE:	BLDG 001 111	\$272,700
PREV YEAR VALUE: \$539,900.00	BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$539,900]:	\$539,900
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$54,000	\$351.00	\$4,000	\$26.00	\$325.00
COUNTY	3	1	\$54,000	\$729.00	\$2,000	\$27.00	\$702.00
SCHOOL	3	1	\$54,000	\$442.80	\$0	\$0.00	\$442.80
DIST SCHOOL	3	1	\$54,000	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$54,000	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$54,000	\$275.40	\$0	\$0.00	\$275.40
SPC SCHOOL2	3	1	\$54,000	\$907.20	\$0	\$0.00	\$907.20
						TOTAL FEE & INTEREST:	\$5.00
ASSD. VALUE: \$54,000.00			\$2,705.40		GRAND TOTAL:		\$2,657.40

DEEDS

INSTRUMENT NUMBER	DATE	PAYMENT INFO			AMOUNT
		PAY DATE	TAX YEAR	PAID BY	
9605-2269	04/15/1996	1/14/2014	2013	WILLARD L BOWERS	\$2,657.40
		1/25/2013	2012	WILLARD L. BOWERS	\$2,656.91
		20111119	2011	***	\$2,684.45
		20101231	2010	***	\$2,684.45
		20091231	2009	***	\$2,684.45
		20081231	2008	***	\$2,726.05
		20071231	2007	***	\$2,704.49
		20061215	2006	***	\$2,647.89
		20051109	2005	***	\$2,054.71
		20041231	2004	***	\$1,802.69
		20031231	2003	***	\$1,741.08
		20021231	2002	***	\$1,518.64
		20011231	2001	***	\$1,518.64
		20001231	2000	***	\$1,518.64
		19991231	1999	***	\$1,443.98

March 15, 2014
2640 Dolly Ridge Road
Birmingham, AL 35243

Mayor and City Council
City of Vestavia Hills

Re: Consideration of Annexation

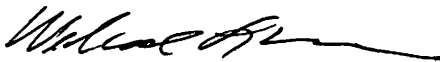
Thank you for considering us for annexation into Vestavia Hills. We are both retired from Alabama Power and have lived here since April 1996. We shop here, worship here at Mountain Chapel Methodist, eat out here and enjoy many of the amenities this community offers.

We considered annexation about 2 years ago after the annexation of the Cahaba Heights area. Friends living there said the increased property taxes were offset by not having to pay for many services. We inquired about annexation at that time and found that no applications were being accepted.

We know that being in Vestavia has a lot of advantages in terms of increased property value for resale, police protection, fire protection, and garbage service. These are the primary reasons for seeking annexation. We are 70 years old and know that at some point in the future we are going to be faced with possibly selling our home. We also know that with age comes more potential needs for services which Vestavia can supply.

Basically, we want to be a part of this community.

We thank you for consideration of this petition.



Willard Bowers



Ruth Ann Bowers

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 2/6/14

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.

Home phone 205-969-5955
cell phone 205-902-3734
email willardbowers@bellsouth.net

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

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

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

SEE ATTACHED DEED

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>Willard L. Bowers</u>	Lot _____	Block _____	Survey _____
<u>John A. Bowers</u>	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Willard L. Bowers 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.

Willard L. Bowers
Signature of Certifier

Subscribed and sworn before me this the 6 day of February, 2014.

[Signature]
Notary Public

My commission expires: 7-8-2014

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): Willard L. Bowers & Ruth A. Bowers

Address: 2640 Dolly Ridge Road

City: Birmingham State: AL Zip: 35243

Information on Children:

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

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

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

ORDINANCE NUMBER 2488

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Willard and Ruth Bowers dated February 6, 2014, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2640 Dolly Ridge Road
See Attached Exhibit A for Legal Description
Willard and Ruth Bowers

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Vestavia Hills, Alabama.

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2488 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk

Exhibit A

THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 2 WEST SITUATED IN JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NW CORNER OF SAID 1/4-1/4 SECTION, RUN THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID 1/4-1/4 SECTION 140 FEET; THENCE TURNING AN ANGLE LEFT OF 87 DEGREES 56' AND 30", RUN EASTERLY 288 FEET ALONG THE NORTHERLY LINE OF PROPERTY FORMERLY OWNED BY CARL J. MANN AND LOIS T. MANN AS PER DEED RECORDED IN DEED BOOK 6141, PAGE 9, AS IT APPEARS OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA; THENCE 13 DEGREES 32' AND 30" TO THE RIGHT AND SOUTHEASTERLY ALONG THE NORTHEAST LINE OF THE SAID CARL J. MANN AND WIFE, LOIS T. MANN, PROPERTY 130.91 FEET MORE OR LESS, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF DOLLY RIDGE ROAD; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF DOLLY RIDGE ROAD 229 FEET MORE OR LESS TO THE NORTH LINE OF SAID 1/4-1/4 SECTION; THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID 1/4-1/4 SECTION 539 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SITUATED IN JEFFERSON COUNTY, ALABAMA - BIRMINGHAM DIVISION.



RESOLUTION NUMBER 4572

**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 December 9, 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 14th day of April, 2014; 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 16th day of April, 2014.

2. That on the 28th day of July, 2014, 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 4572 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:

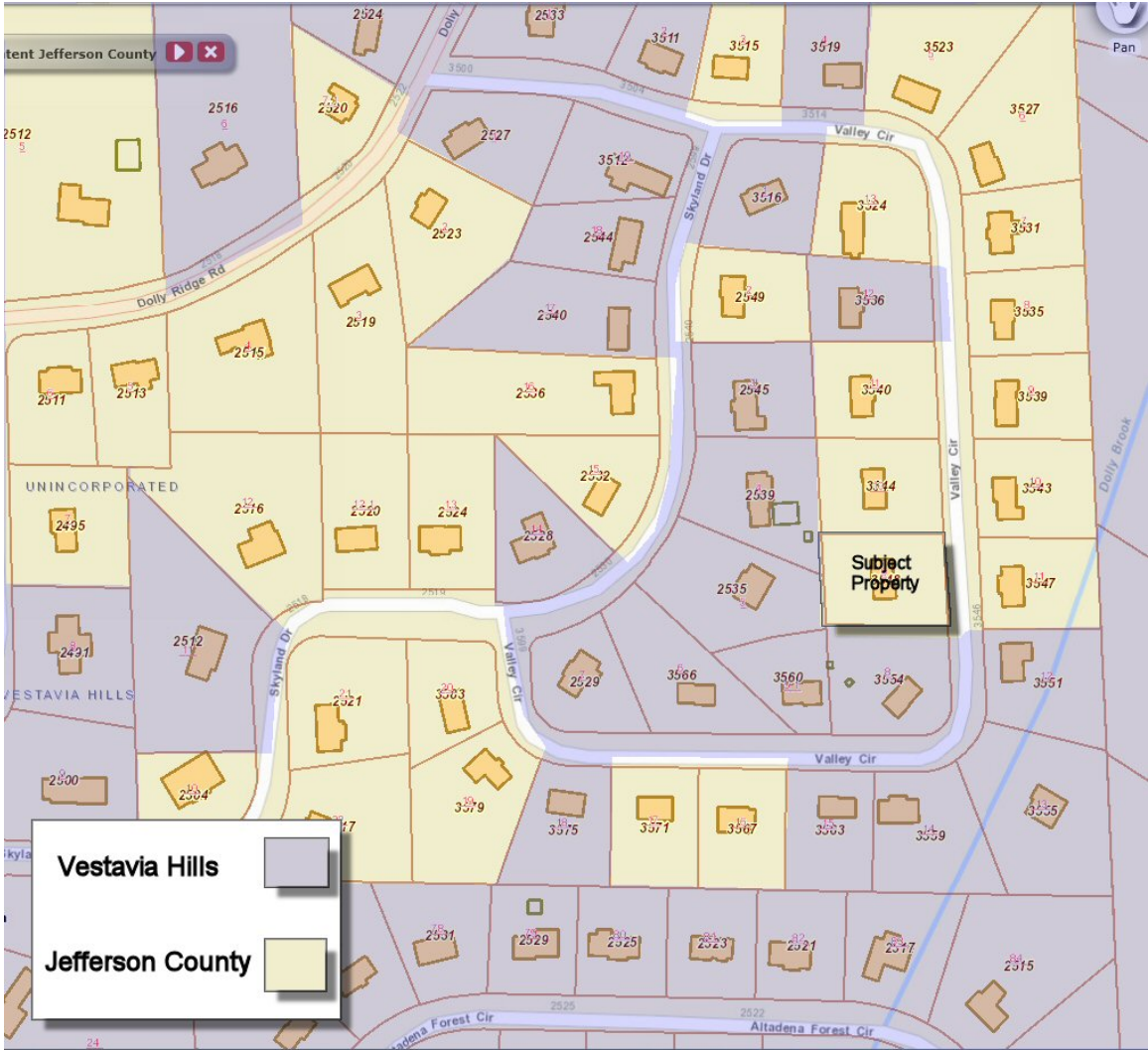
3548 Valley Circle
Lot 12, Block 3, Dolly Ridge Estates, 2nd Addition
Benjamin and Carol Byrket, Owner(s)

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 3548 Valley Circle

Owners: Ben + Carol Byrket

Date: 2-27-14

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 186,520. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 14 Number in city 9
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: 3548 Valley Circle


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

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

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

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

Other Comments: _____



George Pierce
Chairman

3548 Valley Circle

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$80,620
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	AMT: \$0.00	<u>CLASS 3</u>	
CLASS USE:		BLDG 001	111 \$105,900
FOREST ACRES: 0	TAX SALE:		
PREV YEAR VALUE:	\$186,500.00	BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$186,500]: \$186,520
			Assesment Override:
			MARKET VALUE:
			CU VALUE:
			PENALTY:
			ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$18,660	\$121.29	\$4,000	\$26.00	\$95.29
COUNTY	3	2	\$18,660	\$251.91	\$2,000	\$27.00	\$224.91
SCHOOL	3	2	\$18,660	\$153.01	\$0	\$0.00	\$153.01
DIST SCHOOL	3	2	\$18,660	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$18,660	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$18,660	\$95.17	\$0	\$0.00	\$95.17
SPC SCHOOL2	3	2	\$18,660	\$313.49	\$0	\$0.00	\$313.49
TOTAL FEE & INTEREST:							\$5.00
ASSD. VALUE: \$18,660.00				\$934.87	GRAND TOTAL: \$886.87		

DEEDS

INSTRUMENT NUMBER	DATE	PAYMENT INFO			
		PAY DATE	TAX YEAR	PAID BY	AMOUNT
0-0	12/02/2002	11/19/2013	2013	CORELOGIC INC	\$886.87
200014-3829	11/30/2000	11/21/2012	2012	CORELOGIC INC	\$886.38
		20111216	2011	***	\$896.40
		20101201	2010	***	\$943.49
		20091207	2009	***	\$943.49
		20081120	2008	***	\$958.52
		20071117	2007	***	\$1,063.73
		20061202	2006	***	\$824.25
		20051119	2005	***	\$815.72
		20041120	2004	***	\$776.65
		20031122	2003	***	\$673.44
		20021103	2002	***	\$579.25
		20011121	2001	***	\$1,269.50
		20001206	2000	***	\$1,269.50

EXHIBIT "C"

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

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

Location: 3548 Valley Circle

Engineering:

Date: 2/12/2014 Initials: C Brady

Valley Circle, 3548—minor concerns noted; narrow roadway and some drainage infrastructure issues within this area, but approximately 50% of homes already within City; with continued annexation, City should consider potential improvements to roadway and drainage infrastructure.

Police Department:

Date: 2-12-14 Initials: 

Comments: _____

Fire Department:

Date: 2.12.14 Initials: M.N.S.

Comments: _____

Public Works:

Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Dec 19 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.

Carol 213-8729
Byrket

EXHIBIT "A"

LOT: 12

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: JEFF R1

COMPATIBLE CITY ZONING: VEST. R2

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>Bonzykhet</u>	Lot <u>12</u> Block <u>3</u> Survey <u>Dolly Ridge - 2nd Add.</u>
<u>Carol Bykhet</u>	Lot <u>12</u> Block <u>3</u> Survey <u>Dolly Ridge - 2nd Add.</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Shelby
Person COUNTY

Bonzykhet 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.

Bonzykhet
Signature of Certifier

Subscribed and sworn before me this the 18 day of November, 2013.

622
Notary Public

My commission expires: 5/16/16

- Car Tags
- ① 1A57C12
 - ② 1A94L97

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): Benjamin & Carol Byrket
Address: 3548 Valley Circle
City: Birmingham State: AL Zip: 35243

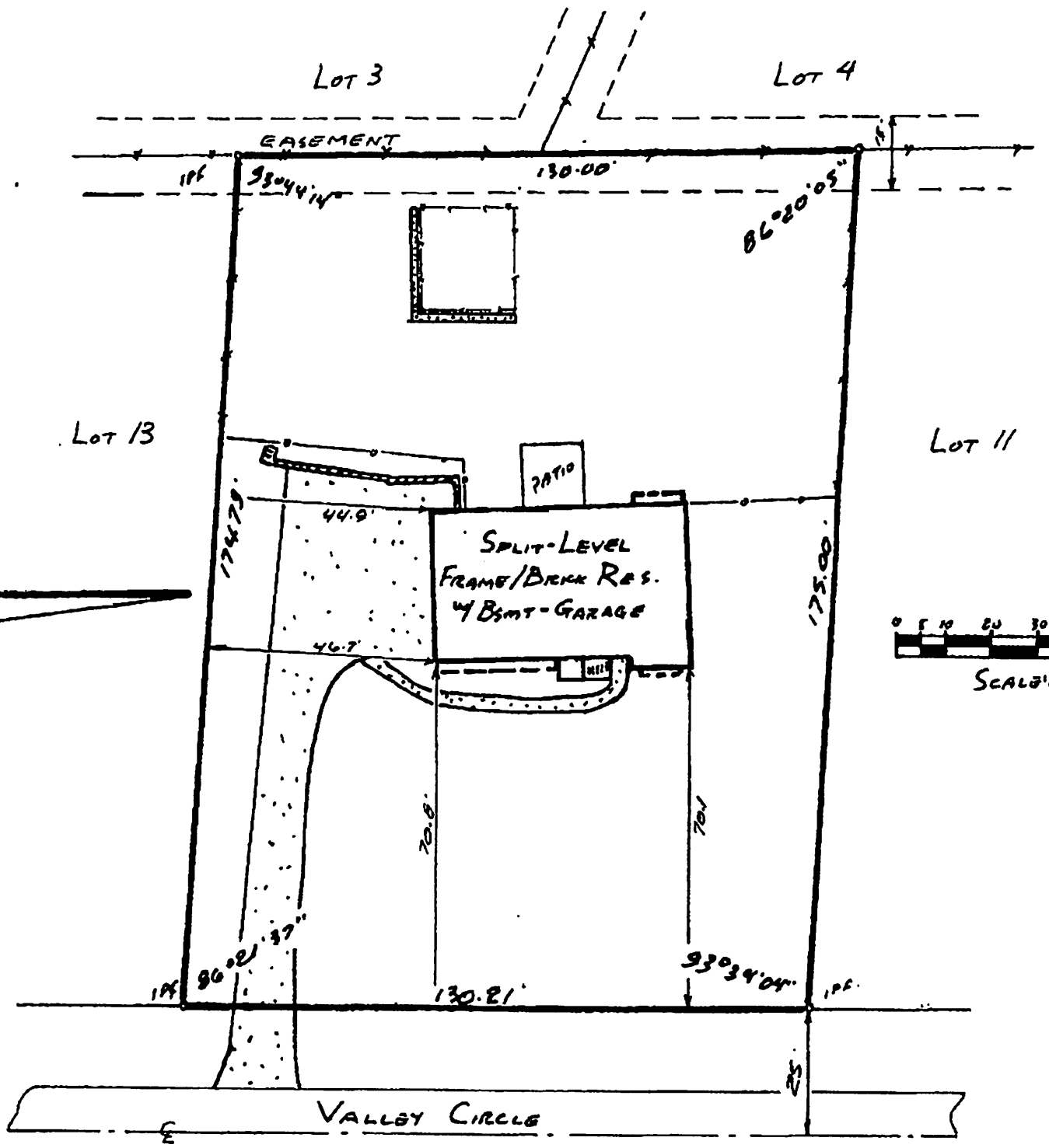
Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Madison Byrket	9	4 TH	✓	
2.	Emily Byrket	6	1 ST	✓	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is

"yes": Madison : Aug. 2015
Emily : Aug. 2018



ORDINANCE NUMBER 2489

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Benjamin and Carol Byrket dated December 9, 2013, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

3548 Valley Circle
Lot 12, Block 3, Dolly Ridge Estates, 2nd Addition
Benjamin and Carol Byrket

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Vestavia Hills, Alabama.

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

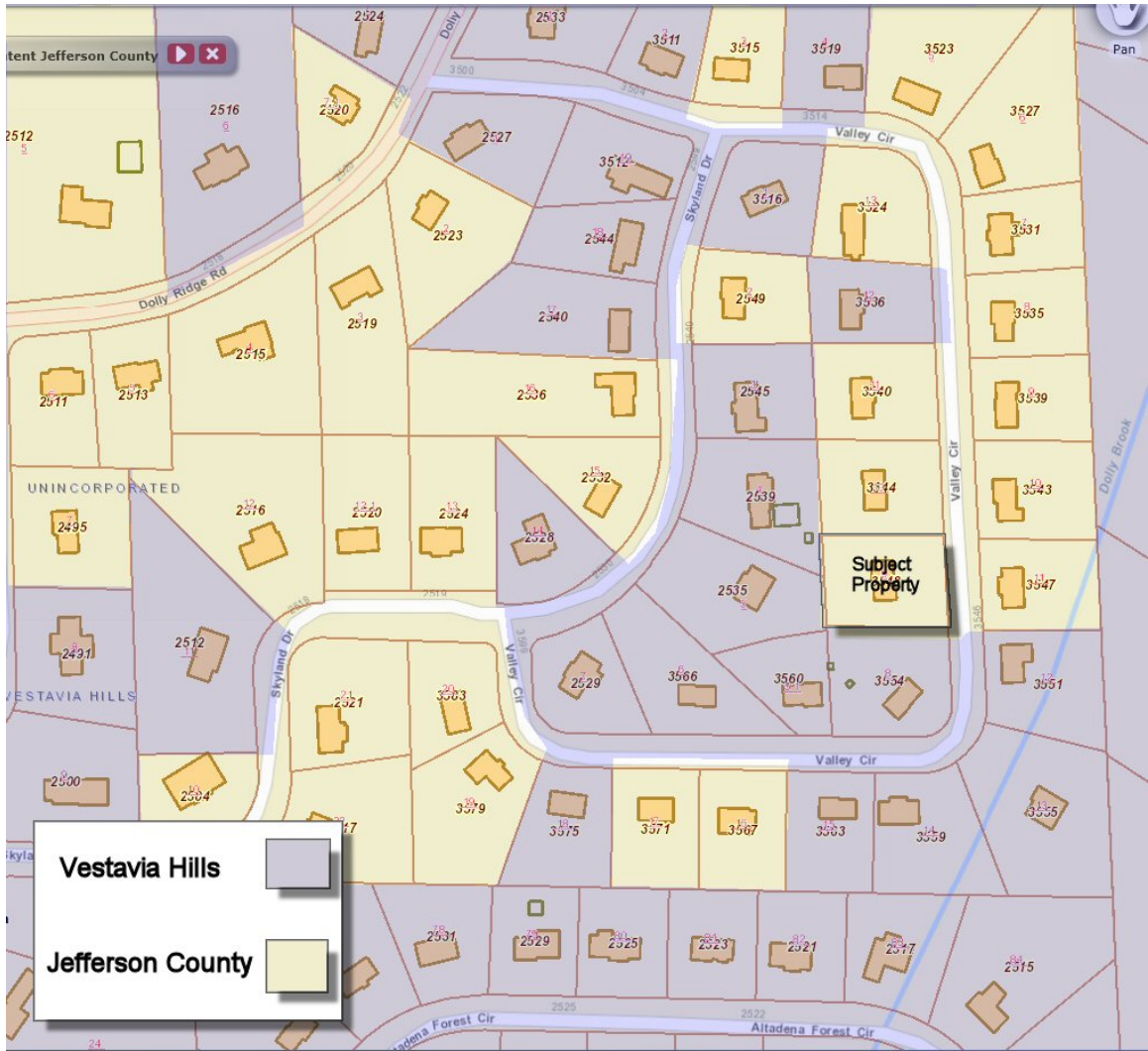
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2489 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4573

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated September 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 14th day of April, 2014; 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 16th day of April, 2014.

2. That on the 28th day of July, 2014, 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 4573 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:

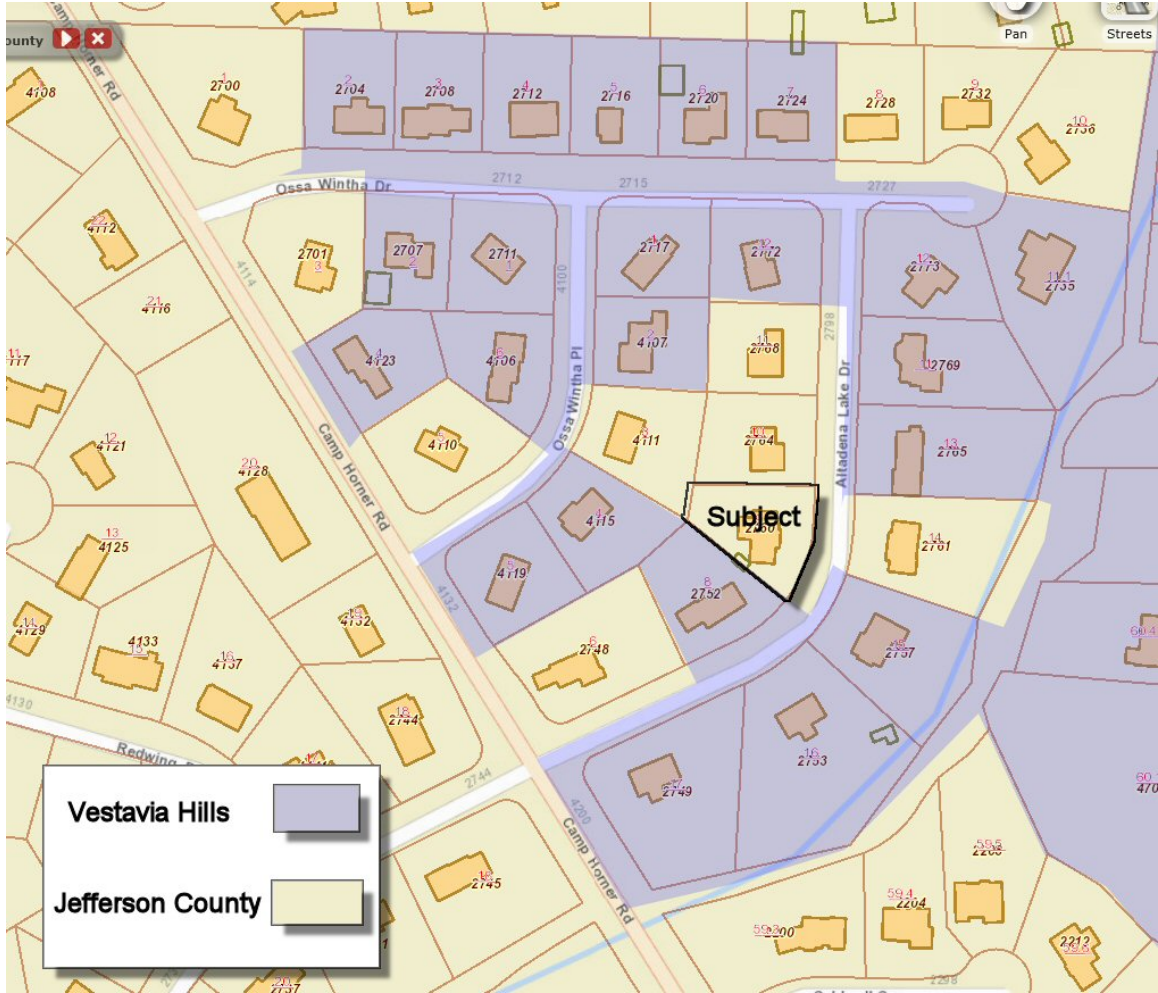
2760 Altadena Lake Drive
Lot 3, Block 5, First Addition to Altadena Valley, Fifth Sector
Lynne R. Smitherman, Trustee, Owner(s)

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2760 Altadena Lake DR
Owners: Lynne S. Sherman Trustee
Date: 2-27-14

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 198,200. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 11 Number in city 6
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2760 Algodona Lake Dr


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

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

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

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

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 34 3 007 009.000
OWNER: REID TRUST
ADDRESS: 2760 ALTADENA LAKE DR VESTAVIA AL 35243-3005
LOCATION: 2760 ALTADENA LAKE DR BHAM AL 35243

[111-C-] Baths: 2.0 H/C Sqft: 2,019
 18-036.0 Bed Rooms: 3 Land Sch: L1
 Land: 63,000 Imp: 135,200 Total: 198,200
 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2013 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE: X	LAND VALUE 10%	\$63,000
EXEMPT CODE: 5-5	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE	CLASS 2	
OVR ASD VALUE: \$0.00	AMT: \$0.00	CLASS 3	
CLASS USE:		BLDG 001	111 \$135,200
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$198,200]: \$198,200	
PREV YEAR VALUE:	\$198,200.00	Assesment Override:	
BOE VALUE: 0		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$19,820	\$128.83	\$19,820	\$128.83	\$0.00
COUNTY	3	2	\$19,820	\$267.57	\$19,820	\$267.57	\$0.00
SCHOOL	3	2	\$19,820	\$162.52	\$19,820	\$162.52	\$0.00
DIST SCHOOL	3	2	\$19,820	\$0.00	\$19,820	\$0.00	\$0.00
CITY	3	2	\$19,820	\$0.00	\$19,820	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$19,820	\$101.08	\$19,820	\$101.08	\$0.00
SPC SCHOOL2	3	2	\$19,820	\$332.98	\$19,820	\$332.98	\$0.00
ASSD. VALUE: \$19,820.00				\$992.98		GRAND TOTAL: \$0.00	

DEEDS

INSTRUMENT NUMBER	DATE
201102-25134	03/14/2011
1038-23	02/12/1974

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2013		\$0.00
	2012		\$0.00
20061202	2006	***	\$538.46
20051018	2005	***	\$665.18
20041021	2004	***	\$624.42
20031030	2003	***	\$595.36
20021007	2002	***	\$548.91
20011009	2001	***	\$548.91
20001009	2000	***	\$548.91
19991109	1999	***	\$453.41
19981006	1998	***	\$368.52
19971009	1997	***	\$368.52
19961210	1996	***	\$485.93

EXHIBIT "C"

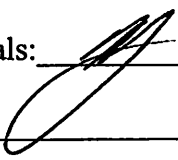
CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To Be completed by City Staff)

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

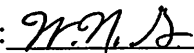
Location: 2760 Altadena Lake Drive

Engineering: Date: 2/12/2014 Initials: C Brady

Altadena Lake Drive, 2760 – no concerns noted; majority of homes within this area are within City maintenance jurisdiction; roadway and drainage in fair/acceptable condition.

Police Department: Date: 2-12-14 Initials: 

Comments: _____

Fire Department: Date: 2.12.14 Initials: 

Comments: _____

Public Works: Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: September 16, 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.

Lynne Smitherman 215-5969
Michael Smitherman 260-7679

EXHIBIT "A"

LOT: 3

BLOCK: 5

SURVEY: First Addition Altadena Valley Fifth Sector

RECORDED IN MAP BOOK 79, PAGE 8 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: 3- Residential

COMPATIBLE CITY ZONING: ?

LEGAL DESCRIPTION (METES AND BOUNDS):

- Lot 3 Blk 5 1st Add Altadena Valley 5th Sector

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

Lynne Reid Smitherman, Trustee Lot 3 Block 5 Survey First Addition Altadena Valley Fifth Sector

____ Lot ____ Block ____ Survey ____

____ Lot ____ Block ____ Survey ____

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

STATE OF ALABAMA

Jefferson COUNTY

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

Lynne Reid Smitherman, Trustee
Signature of Certifier

Subscribed and sworn before me this the 1 day of October, 2013.

[Signature]
Notary Public

My commission expires: July 6, 2016

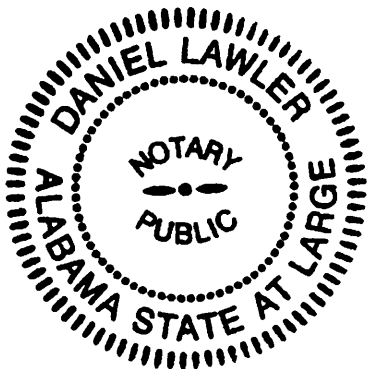


EXHIBIT "B"

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): Reid Trust

Address: 2760 Altadena Lake Drive

City: Birmingham State: AL Zip: 35243

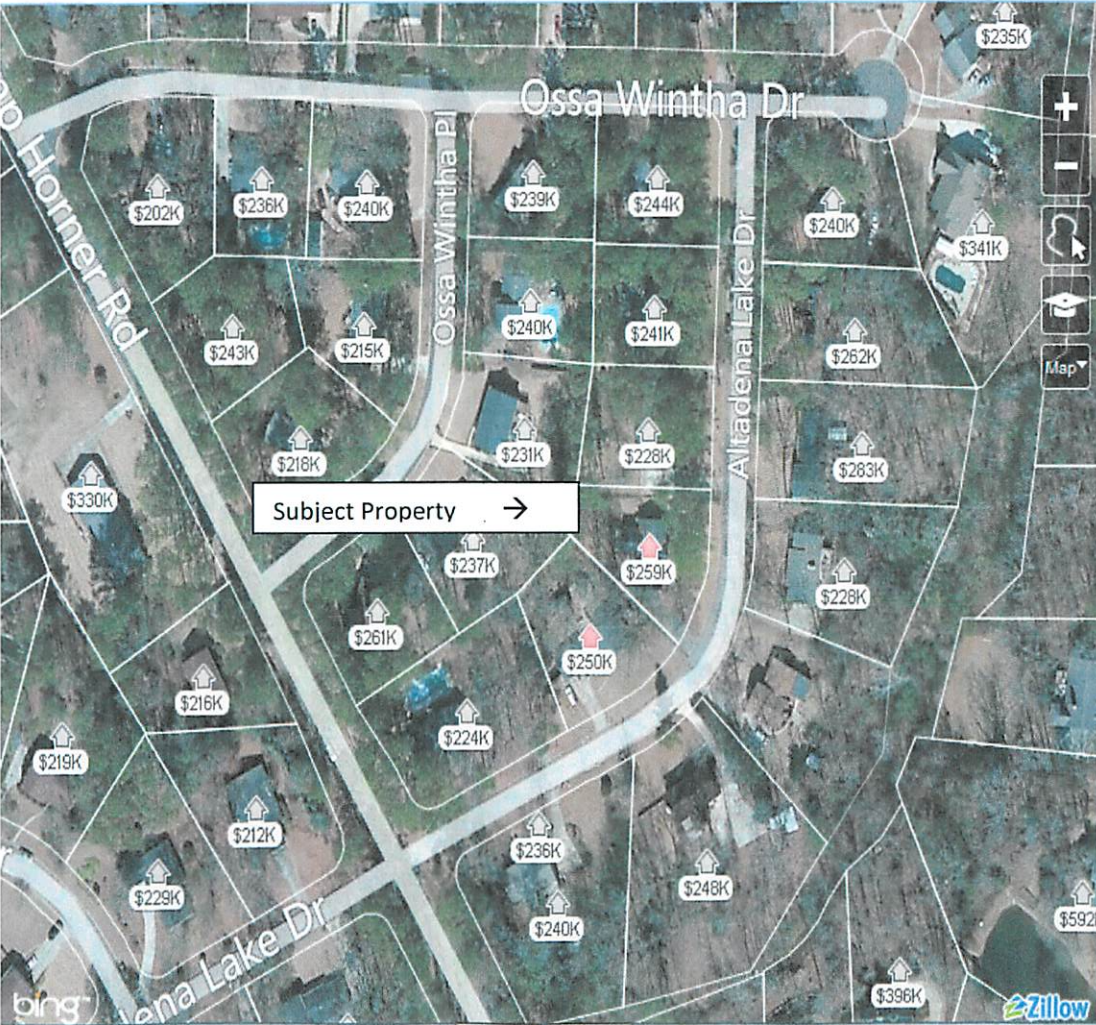
Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Patrick Tyler Smitherman	18	12 th		✓
2.	Dustin Michael Smitherman	16	10 th	✓	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 1/10/14

Vestavia Hills AL | Filter | Save Search



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www.bankatfirst.com

Vestavia Hills Real Estate 2 results.

Featured | Newest | Cheapest | more ▾

House For Sale | [2760 Altadena Lake Dr, Vestavia, AL](#)

\$259,000
Zestimate®: \$227K
Price Cut: \$6,000 (Aug 8)

30 Photos

3 beds, 2.0 baths, 1,662 sqft
0.37 ac lot
Built in 1968

House For Sale | [2752 Altadena Lake Dr, Vestavia, AL](#)

\$249,900
Zestimate®: \$247K
Price Cut: \$5,000 (Aug 9)

26 Photos

4 beds, 3.0 baths, 1,458 sqft
0.42 ac lot
Built in 1968

Tip: [save this search](#) to get email alerts when listings hit the market.

ORDINANCE NUMBER 2490

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by dated September 16, 2013, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2760 Altadena Lake Drive
Lot 3, Block 5, First Addition to Altadena Valley, Fifth Sector
Lynne R. Smitherman, Trustee, Owner

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Vestavia Hills, Alabama.

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

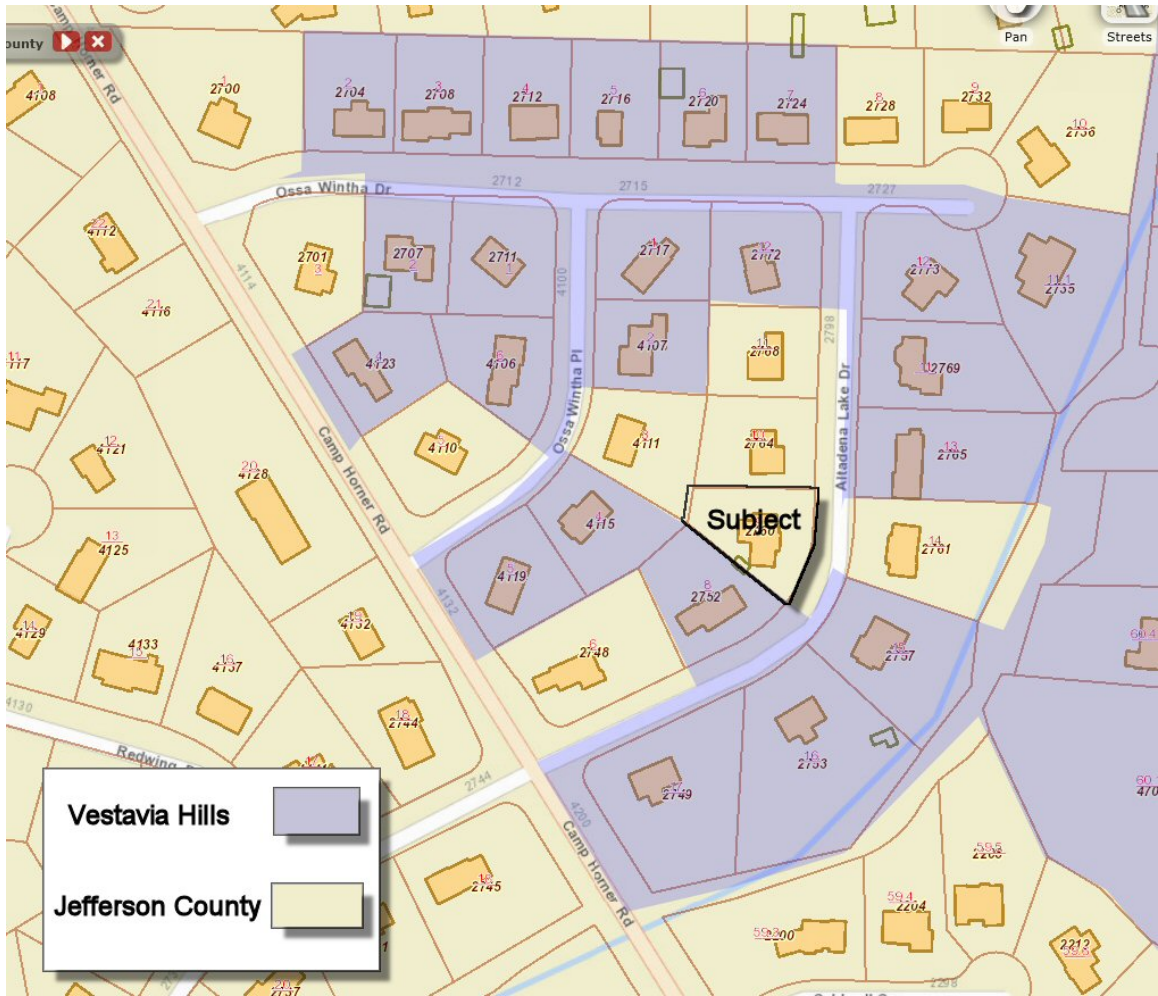
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2490 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4574

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated June 14, 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 14th day of April, 2014; 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 16th day of April, 2014.

2. That on the 28th day of July, 2014, 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 4574 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:

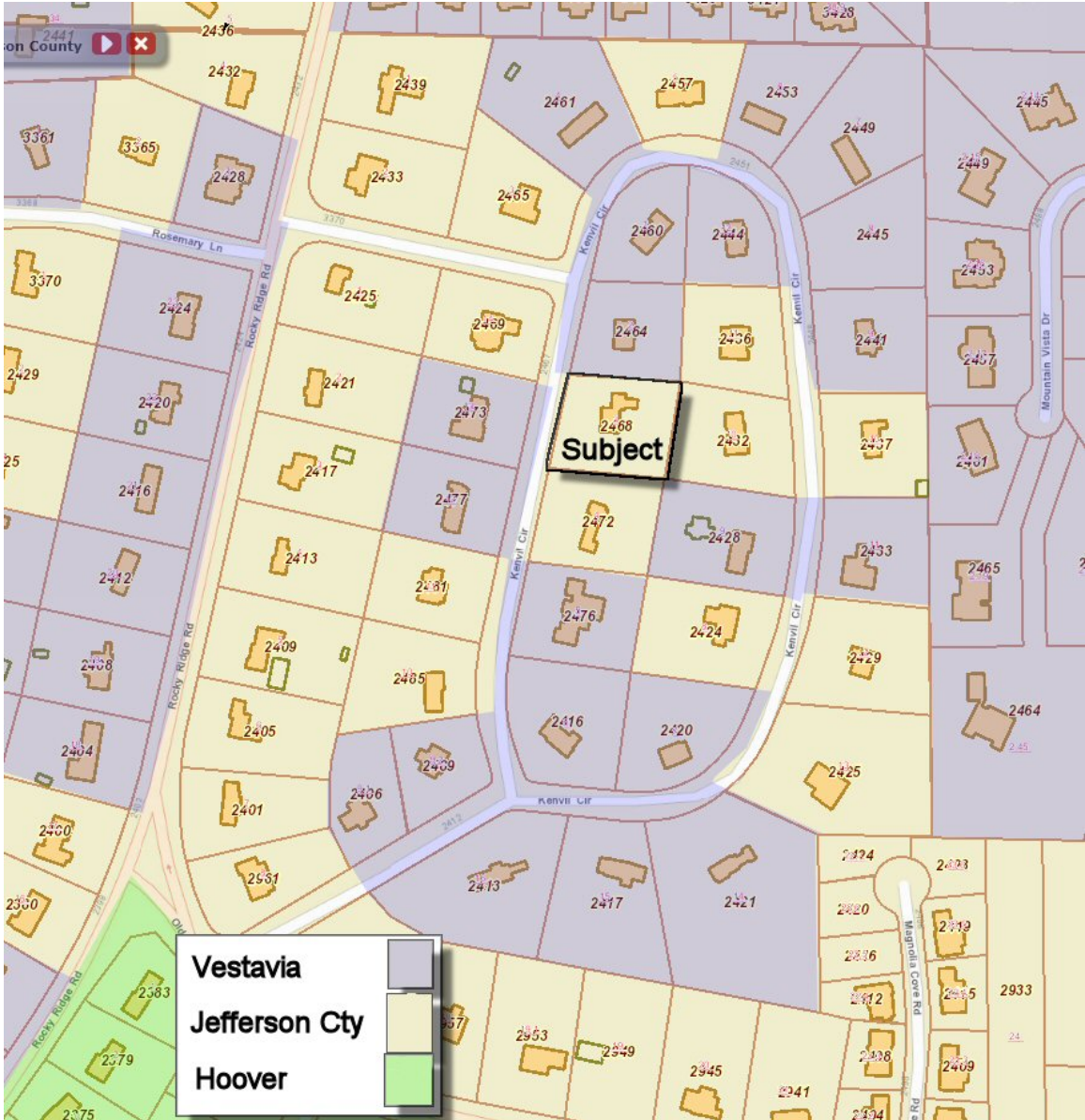
2468 Kenvil Circle
Lot 42, Buckhead, 2nd Sector
Tara Adams, Owner(s)

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2468 Renuil Circle

Owners: Tara Adams

Date: 2-27-14

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 205,500. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 12 Number in city 7
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2468 Kennebec Circle


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

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

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

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

Other Comments: _____



George Pierce
Chairman

PARCEL #: 40 00 05 2 008 003.000
OWNER: ADAMS TARA TERESE
ADDRESS: 2468 KENVIL CIR VESTAVIA AL 35243-2857
LOCATION: 2468 KENVIL CIR BHAM AL 35243

[111-D+] Baths: 1.0 H/C Sqft: 1,642
 18-015.0 Bed Rooms: 3 Land Sch: L1
 Land: 109,100 Imp: 96,400 Total: 205,500
 Acres: 0.000 Sales Info: 06/01/1994
 \$109,500

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

Tax Year : 2013 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS [MAPS](#)

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$109,120
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00		<u>CLASS 3</u>	
CLASS USE:		CARPORT WOOD F 25WDWFA	\$1,400
FOREST ACRES: 0	TAX SALE:	BLDG 001 111	\$95,000
PREV YEAR VALUE: \$205,500.00	BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$205,500]:	\$205,520
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$20,560	\$133.64	\$4,000	\$26.00	\$107.64
COUNTY	3	2	\$20,560	\$277.56	\$2,000	\$27.00	\$250.56
SCHOOL	3	2	\$20,560	\$168.59	\$0	\$0.00	\$168.59
DIST SCHOOL	3	2	\$20,560	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$20,560	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$20,560	\$104.86	\$0	\$0.00	\$104.86
SPC SCHOOL2	3	2	\$20,560	\$345.41	\$0	\$0.00	\$345.41

TOTAL FEE & INTEREST: \$5.00

ASSD. VALUE: \$20,560.00 **\$1,030.06** **GRAND TOTAL: \$982.06**

DEEDS

INSTRUMENT NUMBER	DATE	PAYMENT INFO			
		PAY DATE	TAX YEAR	PAID BY	AMOUNT
9408-1496	06/22/1994	12/11/2013	2013	WELLS FARGO	\$982.06
		12/20/2012	2012	WELLS FARGO	\$981.57
		20111209	2011	***	\$990.58
		20101119	2010	***	\$990.58
		20091112	2009	***	\$990.58
		20090318	2008	***	\$1,040.18
		20071231	2007	***	\$871.84
		20061231	2006	***	\$852.80
		20051103	2005	***	\$827.26
		20050315	2004	***	\$711.05
		20031231	2003	***	\$659.92
		20030217	2002	***	\$549.72
		20020115	2001	***	\$541.68
		20001104	2000	***	\$536.68
		19991206	1999	***	\$536.68

EXHIBIT "C"

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

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

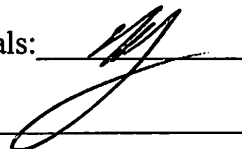
Location: 2468 Kenvil Circle

Engineering:

Date: 2/12/2014 Initials: C Brady

Kenvil Circle, 2468 – minor concerns noted; narrow substandard roadway width (16'), and drainage concerns related to aged piping and open ditches that will require periodic maintenance; over 50% of homes in neighborhood are already in City; City should anticipate a need in near future to invest in roadway and drainage improvements within this area with continued annexation.

Police Department:

Date: 2-12-14 Initials: 

Comments: _____

Fire Department:

Date: 2.12.14 Initials: M.M.G.

Comments: _____

Public Works:

Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 6/14/13

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.

(c) 205-908-8509

(h) 205-979-3565

\$100. fee pd by
Credit Card
6/14/13
K

EXHIBIT "A"

LOT: 42

BLOCK: 32, page 40

SURVEY: Buckhead Second Sector

RECORDED IN MAP BOOK 32, PAGE 40 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

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

Tara Adams Lot 42 Block _____ Survey Buckhead Second Sector

_____ Lot _____ Block _____ Survey _____

_____ Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Tara Adams 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.

Tara Adams
Signature of Certifier

Subscribed and sworn before me this the 6th day of June, 2013.

Brenda A Todd
Notary Public

My commission expires: 8.25.16



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): Tara Adams
Address: 2468 Kenvil Circle
City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	<u>Violetta Aurelia Rohr</u>	<u>5</u>	<u>West R</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.				<input type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": June 15, 2013

ORDINANCE NUMBER 2491

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Tara Adams dated June 14, 2013, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2468 Kenvil Circle
Lot 42, Buckhead, 2nd Sector
Tara Adams

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Vestavia Hills, Alabama.

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

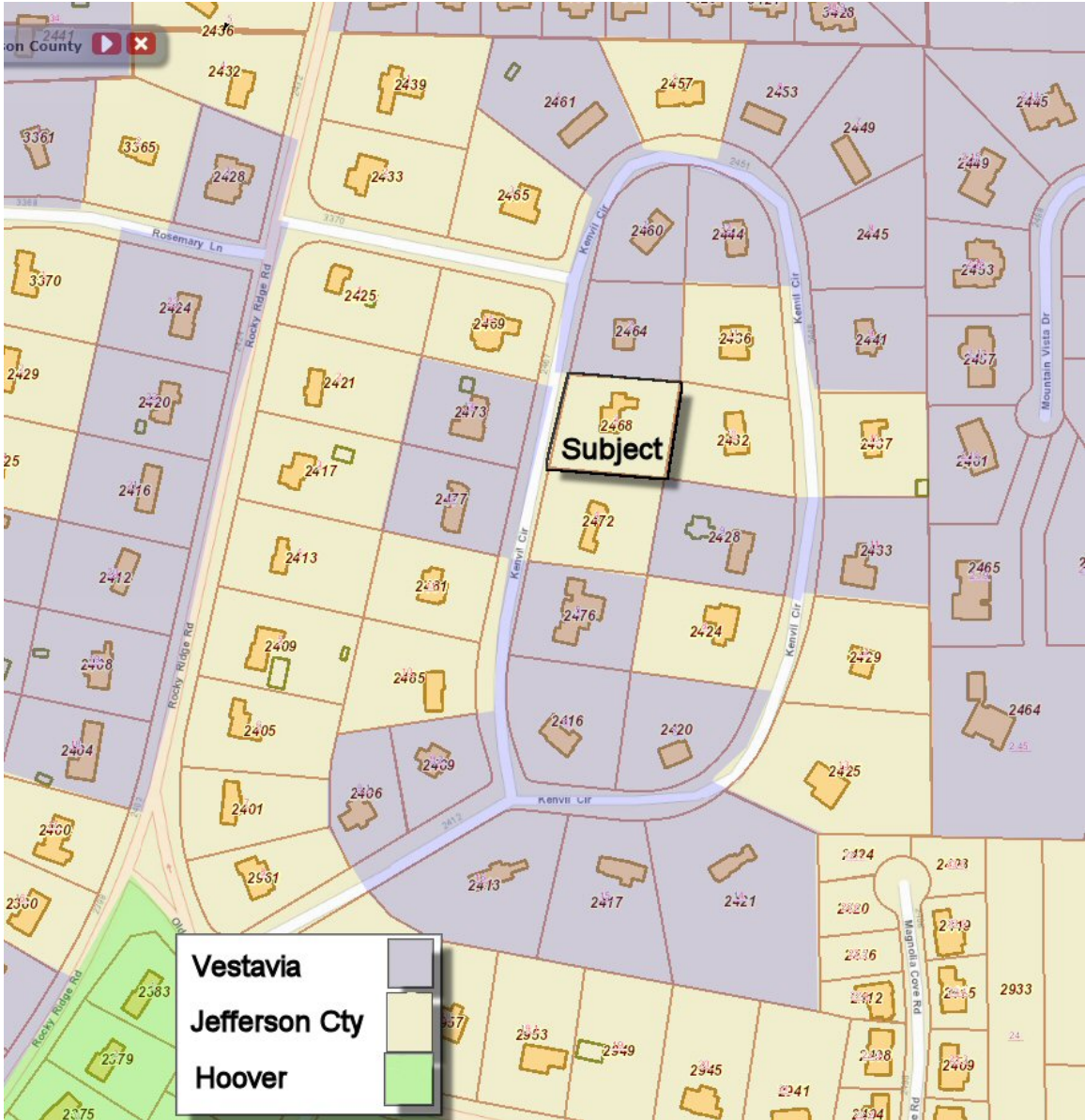
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2491 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4575

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated January 27, 2014, 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 14th day of April, 2014; 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 16th day of April, 2014.

2. That on the 28th day of July, 2014, 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 4575 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:

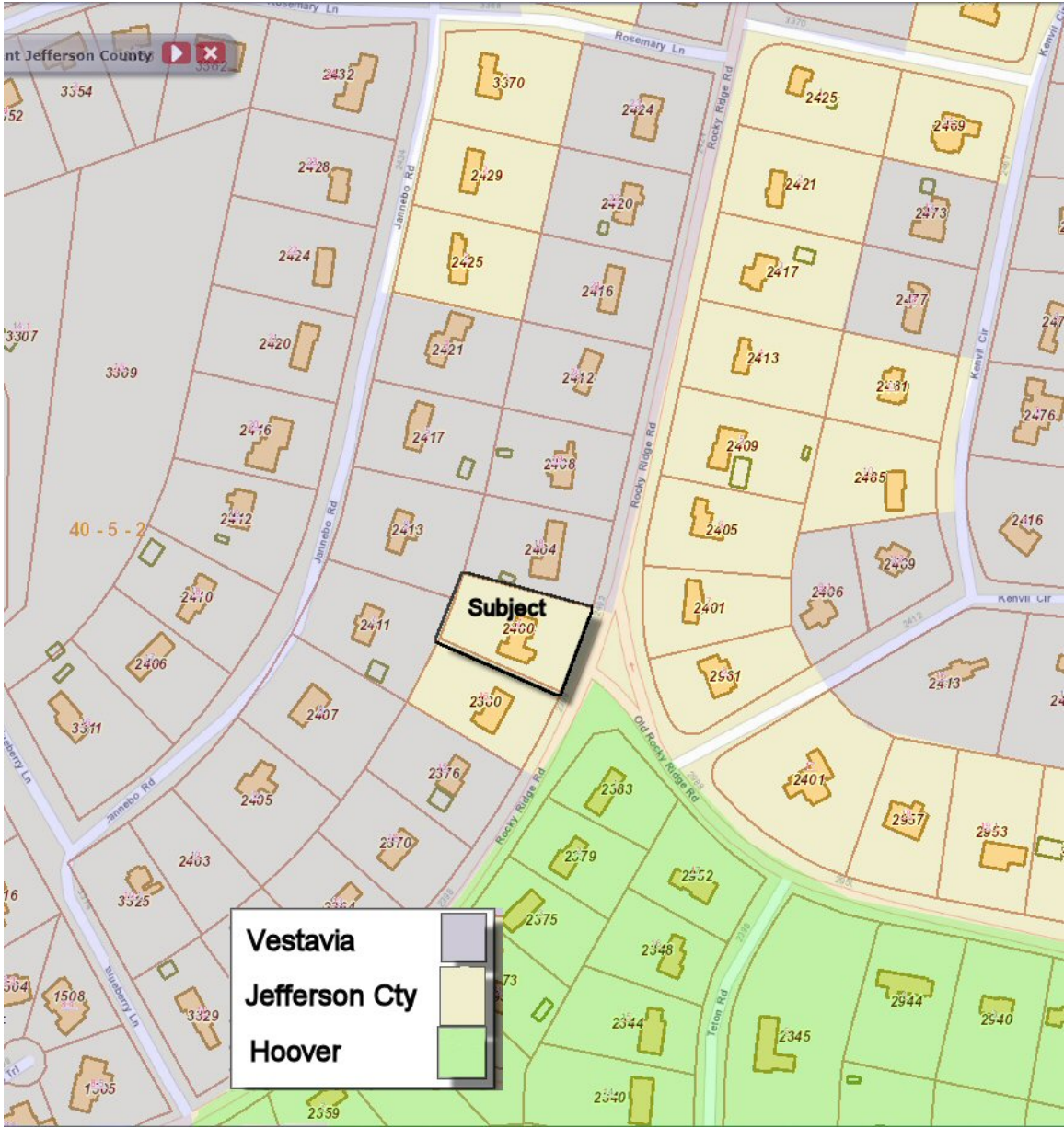
2400 Rocky Ridge Road
Lot 105, Buckhead, 4th Secto
Michael and Donya Rumore, Owner(s)

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2400 Rocky Ridge Road

Owners: Michael + Danya Rumore

Date: 2-27-14

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 288,000. 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 24 Number in city 19
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: 2400 Rocky Ridge Road


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

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

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

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

Other Comments: _____



George Pierce
Chairman

PARCEL #: 40 00 05 2 006 017.000 [111-C0] Baths: 2.5 H/C Sqft: 2,343
OWNER: RUMORE JOE 18-015.0 Bed Rooms: 2 Land Sch: L1
ADDRESS: 2400 ROCKY RIDGE RD BIRMINGHAM AL 35243 Land: 103,000 Imp: 185,000 Total: 288,000
LOCATION: 2400 ROCKY RIDGE RD BHAM AL 35243 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2013 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 2	OVER 65 CODE:	LAND VALUE 10%	\$0
EXEMPT CODE:	DISABILITY CODE:	LAND VALUE 20%	\$103,000
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00		BLDG 001 111	\$185,000
CLASS USE:		<u>CLASS 3</u>	
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$288,000]:	\$288,000
PREV YEAR VALUE: \$288,000.00	BOE VALUE: 0	Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$57,600	\$374.40	\$0	\$0.00	\$374.40
COUNTY	2	2	\$57,600	\$777.60	\$0	\$0.00	\$777.60
SCHOOL	2	2	\$57,600	\$472.32	\$0	\$0.00	\$472.32
DIST SCHOOL	2	2	\$57,600	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$57,600	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$57,600	\$293.76	\$0	\$0.00	\$293.76
SPC SCHOOL2	2	2	\$57,600	\$967.68	\$0	\$0.00	\$967.68

TOTAL FEE & INTEREST: \$15.00

ASSD. VALUE: \$57,600.00 \$2,885.76 **GRAND TOTAL: \$2,900.76**

DEEDS

INSTRUMENT NUMBER	DATE 1/1/1900	PAYMENT INFO		PAID BY	AMOUNT
		PAY DATE	TAX YEAR		
6278-125		1/15/2014	2013	UBS FINANCIAL SERVICES INC	\$2,900.76
		11/19/2012	2012	RUMORE JOE	\$2,900.76
		20111208	2011	***	\$2,935.83
		20101020	2010	***	\$2,935.83
		20091106	2009	***	\$2,935.83
		20081120	2008	***	\$3,071.10
		20071204	2007	***	\$2,800.56
		20061231	2006	***	\$2,746.45
		20051231	2005	***	\$2,642.24
		20041231	2004	***	\$2,335.63
		20031231	2003	***	\$2,246.45
		20021231	2002	***	\$1,936.84
		20011231	2001	***	\$1,936.84
		20001117	2000	***	\$1,936.84
		19991215	1999	***	\$1,936.84

EXHIBIT "C"

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

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

Location: 2400 Rocky Ridge Road

Engineering:

Date: 2/12/2014 Initials: C Brady

Rocky Ridge Road, 2400 – no concerns noted; this property is at Rocky Ridge Road/ Old Rocky Ridge Road intersection which is anticipated to continue to be within Jefferson County maintenance responsibility; no significant maintenance concerns at this time.

Police Department:

Date: 2-12-14 Initials: 

Comments: _____

Fire Department:

Date: 2-12-14 Initials: MMJ

Comments: _____

Public Works:

Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: Jan. 27, 2014

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.

Michael Rumore 205-835-5544

Donya Rumore 205-540-7472

✓

EXHIBIT "A"

LOT: 105 Buckhead

BLOCK: _____

SURVEY: Buckhead 4th sector

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

COUNTY ZONING: E-2 estate zoning 40-5-2-6-17 (325.5174)
COMPATIBLE CITY ZONING: _____ Zoning

LEGAL DESCRIPTION (METES AND BOUNDS):

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Michael R. Moore</u>	Lot <u>105</u> Block _____ Survey <u>Buckhead 4th</u>
<u>Donya Ramm</u>	Lot <u>105</u> Block _____ Survey <u>Buckhead 4th</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 28th day of January, 2016

[Signature]
Notary Public

My commission expires: 2/05/16

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition 1/27/14 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): Michael and Donya Rumore
Address: 2400 Rocky Ridge Road
City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Adlay Elizabeth Rumore	6	KS	X	
2.	Amira Ann Rumore	2		X	
3.					
4.					
5.					
6.					

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

Dear Mayor Zaragoza and Members of the Vestavia Hills City Council,

Thank you for your consideration of the annexation petition for our home. My family and I are very excited about the opportunity to become members of the Vestavia Hills community.

We moved into this home as a family of 3 (first child was not yet 2 at the time) at the end of 2009. We moved from a little neighborhood in Shelby County to be closer to family and my husband's job. For the first couple of years we lived here our focus was establishing my husband's business, which is located here in Vestavia Hills.

As a stay at home Mom I really wanted to explore Vestavia Hills and what it had to offer for a young family as we made the decision where to put down our permanent family roots. My daughter and I got involved in events at the library, playing in the beautiful parks, meeting friends and neighbors and really getting to know the city. In 2011 we welcomed our second daughter. All these things made the decision to request annexation into Vestavia Hills an easy one.

Now as our oldest daughter is approaching the end of her time at Ascension Episcopal Kindergarten we knew now is the time to officially become part of the city we have grown to love. We are very excited to finally be a part of the city we have lived just on the outside of for the past few years. We not only want our daughters to have the best education possible but we are looking forward to using the wonderful facilities Vestavia Hills has to offer. We can't wait to become pool members and have access to renting McCallum Park, which is right behind our house, for birthday parties and family events.

For me as a Mom who is home with small children most days the knowledge that Vestavia Hills Fire and Police will be just a phone call away is a wonderful comfort. We know many current police officers and I will feel much safer knowing, should an emergency happen, a friendly face will respond to my need instead of a county sheriff that at times has taken 10+ minutes to respond to an alarm or call.

As a family we are hoping to become active members of the volunteer community for not only the library and schools but also the sports and recreation as our oldest daughter is hoping to join the Little Rebels Cheerleaders and possibly the Vestavia Hills Swim team in the coming year. We plan to set up swimming lessons for both girls with one of the pool lifeguards as soon as school finishes in May.

We know we want this community to be our forever home. We have spent many hours in prayerful consideration about where we want our growing family to call home and over the past couple of years we have realized there could be nowhere better than Vestavia Hills, AL. We have made lifelong friends here and very much hope to grow those friendships through school and recreational activities within the city. We look forward to the day we can finally say with great pride we live in Vestavia Hills.

Thank you again for your time and consideration of our annexation request. I hope that this letter imparts our deep desire to become members of the City of Vestavia Hills. Have a blessed day.

Sincerely,
The Rumore Family
Michael, Donya, Adlay and Amira

ORDINANCE NUMBER 2492

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Michael and Donya Rumore dated January 27, 2014, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2400 Rocky Ridge Road
Lot 105, Buckhead, 4th Secto
Michael and Donya Rumore, Owners

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Vestavia Hills, Alabama.

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

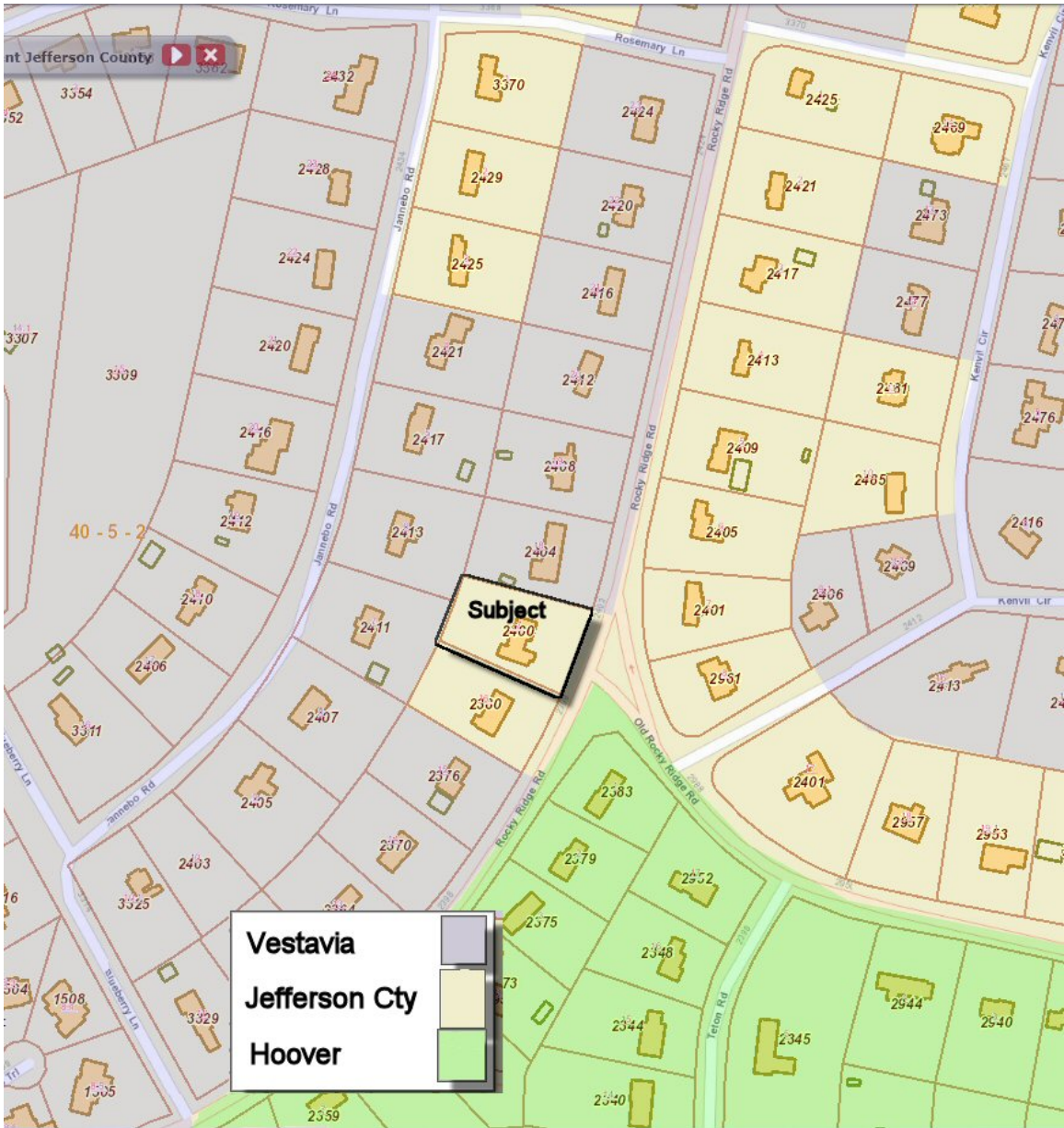
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2492 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4576

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated January 18, 2014, 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 14th day of April, 2014; 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 16th day of April, 2014.

2. That on the 28th day of July, 2014, 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 4576 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:

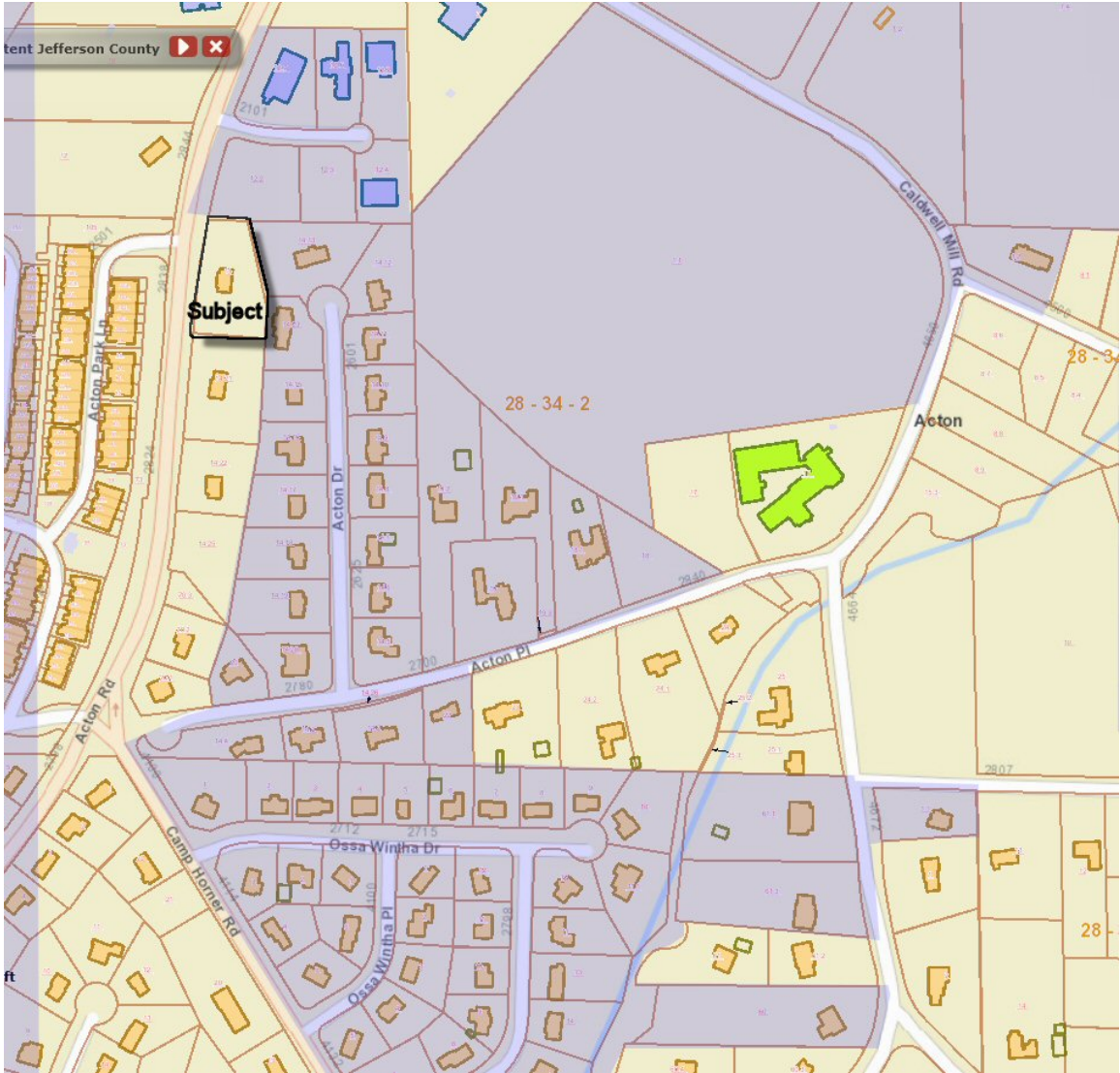
2835 Acton Road
Lot 1, Adams Resurvey
Brantley P. Bowden, Owner(s)

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2835 Acton Road

Owners: Brantley P Bowden

Date: 2-27-14

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 309,800. 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 1 Number in city 8
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2835 Acton Road


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

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

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

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

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 34 2 000 014.000
OWNER: PEARSON BRANTLEY
ADDRESS: 2835 ACTON RD VESTAVIA AL 35243-2501
LOCATION: 2835 ACTON RD BIRMINGHAM AL 35243

[111-B0] Baths: 2.5 H/C Sqft: 2,291
18-040.0 Bed Rooms: 3 Land Sch: L1
 Land: 116,800 Imp: 193,000 Total: 309,800
 Acres: 0.000 Sales Info: 09/01/2001
\$206,666

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

Tax Year : 2013 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

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

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$309,800.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$116,760
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

BLDG 001 111 \$193,000

TOTAL MARKET VALUE [APPR. VALUE: \$309,800]: \$309,760
 Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$30,980	\$201.37	\$4,000	\$26.00	\$175.37
COUNTY	3	2	\$30,980	\$418.23	\$2,000	\$27.00	\$391.23
SCHOOL	3	2	\$30,980	\$254.04	\$0	\$0.00	\$254.04
DIST SCHOOL	3	2	\$30,980	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$30,980	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$30,980	\$158.00	\$0	\$0.00	\$158.00
SPC SCHOOL2	3	2	\$30,980	\$520.46	\$0	\$0.00	\$520.46

TOTAL FEE & INTEREST: \$5.00

ASSD. VALUE: \$30,980.00

\$1,552.10

GRAND TOTAL: \$1,504.10

DEEDS

INSTRUMENT NUMBER

[200112-5836](#)

DATE

09/19/2001

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
1/4/2014	2013	BRANTLEY BOWDEN	\$1,504.10
1/11/2013	2012	PEARSON BRANTLEY	\$1,504.10
20111207	2011	***	\$1,522.65
20101231	2010	***	\$1,505.10
20091130	2009	***	\$1,505.10
20081020	2008	***	\$1,532.15
20071231	2007	***	\$1,373.35
20061012	2006	***	\$1,336.76
20051021	2005	***	\$1,162.42
20041029	2004	***	\$1,084.77
20031105	2003	***	\$986.58
20021016	2002	***	\$931.47
20011108	2001	***	\$931.47
20001104	2000	***	\$931.47
19991206	1999	***	\$931.47
19981115	1998	***	\$768.27

EXHIBIT "C"

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

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

Location: 2835 Acton Road

Engineering:

Date: 2/12/14 Initials: C Brady

Acton Road, 2835 – no concerns noted; Acton Road right-of-way is anticipated to continue to fall under Jefferson County maintenance; roadway (4-lane) and drainage in good condition.

Police Department:

Date: 2-12-14 Initials: 

Comments: _____

Fire Department:

Date: 2.12.14 Initials: MM.S.

Comments: _____

Public Works:

Date: _____ Initials: _____

Comments: _____

STATE OF ALABAMA

_____ COUNTY

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

Date of Petition: Jan 18, 2014

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

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

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

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

EXHIBIT "A"

LOT: Lot 1P

BLOCK: S Lot 10

SURVEY: Adams Resurvey 28-34-2 P

RECORDED IN MAP BOOK 150, PAGE 82 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Brantley Borden</u>	Lot <u>1</u>	Block <u>-</u>	Survey <u>Adams Resurvey</u>
_____	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 17 day of January, 2014.

Autumn Cherry
Notary Public

My commission expires: 4/20/16

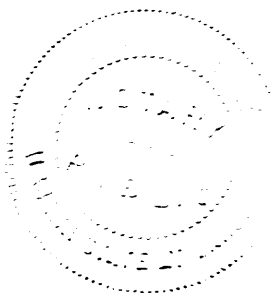


EXHIBIT "B"

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)

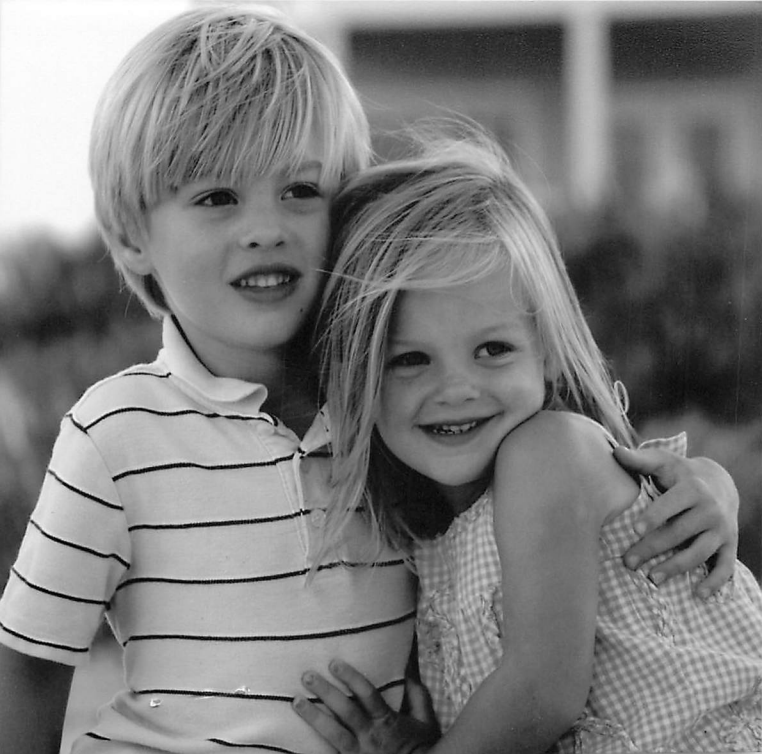
Name(s) of Homeowner(s): Brantley Pearson Bonden
Address: 2835 Acton Road
City: Birmingham/Vestavia State: Alabama Zip: 35243

Information on Children:

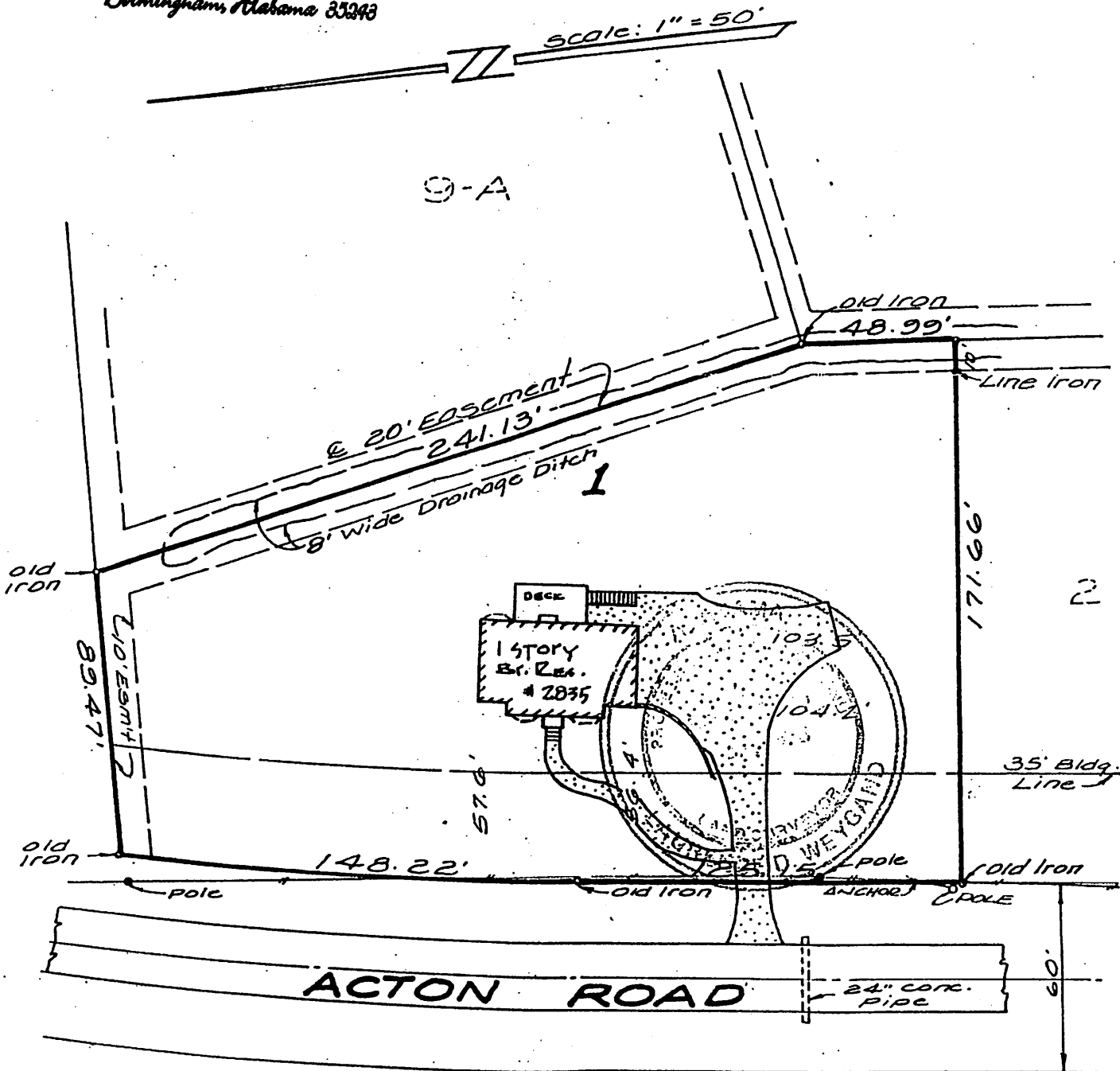
**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Tate B. Bonden (Tucker)	5	K4	X	
2.	Taylor Brittan Bonden	4	K3	X	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". 2015/2016



Brantley Pearson Bowden
 2835 Acton Road
 Birmingham, Alabama 35298



STATE OF ALABAMA }
 JEFFERSON COUNTY }

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, certify that I have surveyed Lot... 1, Block... ADAM'S RESURVEY, as recorded in Map Volume... 150 Page... 82, 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 premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area", that there are no encroachments on said lot except as shown; that improvements are located as shown above; and that the correct address is as follows: 2835 ACTON ROAD; according to my survey of: MAY 12, 1987

MASSEY

Laurence D. Weygand, Reg. No. 10 373 phone: 871-7620

ORDINANCE NUMBER 2493

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Brantley P. Bowden dated January 18, 2014, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2835 Acton Road
Lot 1, Adams Resurvey
Brantley P. Bowden, Owner

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Vestavia Hills, Alabama.

APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

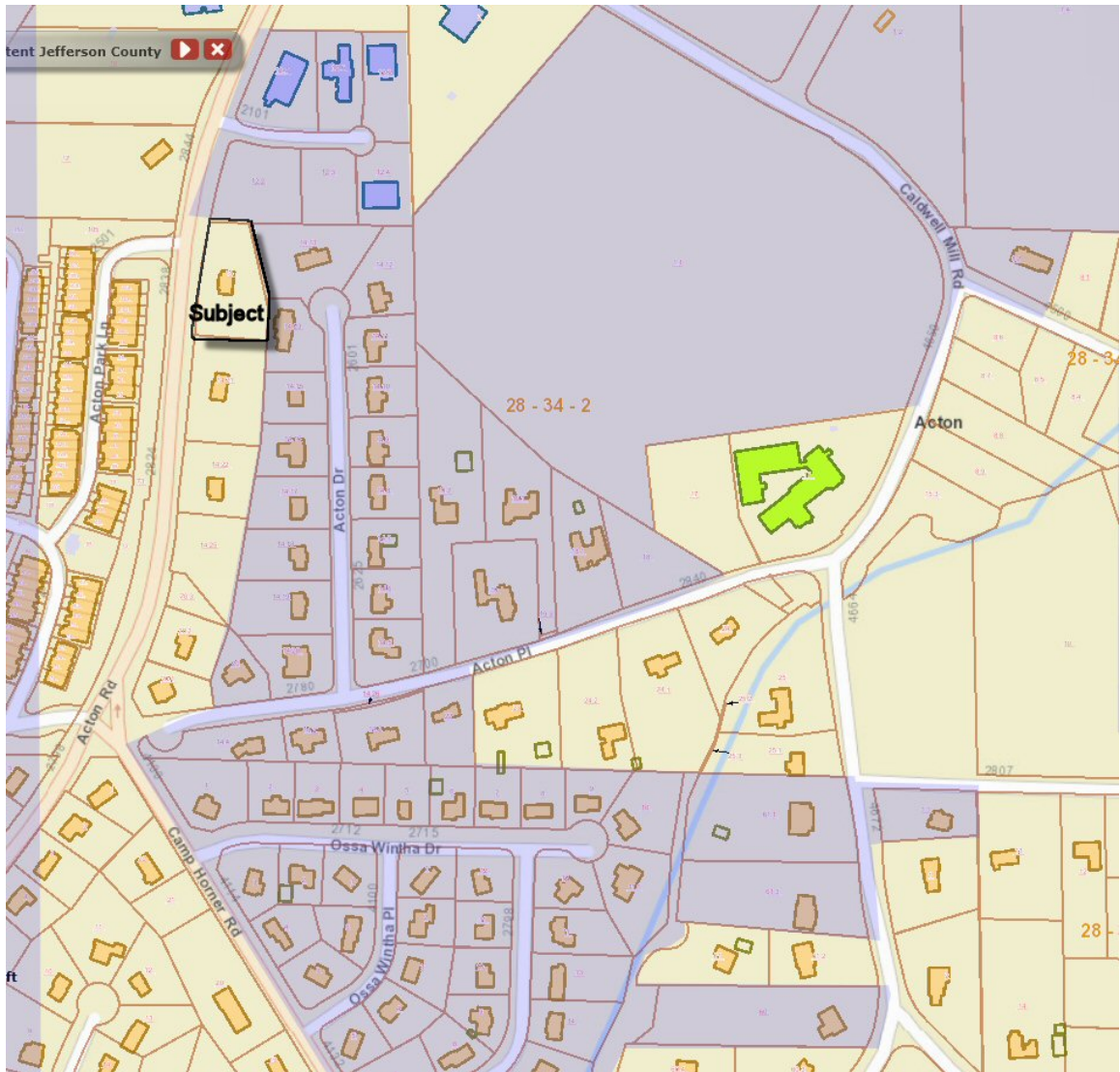
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2493 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4578

**A RESOLUTION DECLINING EXECUTION OF AN AGREEMENT
BETWEEN THE ALABAMA 911 BOARD AND THE CITY OF
VESTAVIA HILLS**

WHEREAS, the Alabama 911 Board has submitted to the City of Vestavia Hills ECD Board a revised “Agreement and Assignment of Excess Cost Recovery Funds” (“Agreement”), a copy of which is marked as “Exhibit A,” attached to and incorporated into this Resolution Number 4578 as though written fully therein; and

WHEREAS, said agreement has been reviewed by the City’s Fire Department personnel and recommendation was made by the Fire Chief in a memorandum dated March 14, 2014 to decline execution of said agreement; and

WHEREAS, the Mayor and City Council constitute the City’s ECD Board with full authority to authorize or decline execution of said agreement; and

WHEREAS, the Mayor and City Council as the City of Vestavia Hills EDC Board have reviewed the attached agreement as well as the recommendation of the Fire Chief and the City Manager and have determined it is in the best public interest to decline execution of said agreement.

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

1. The Mayor and City Council as the City of Vestavia Hills ECD Board decline authorization to execute and deliver said Agreement with the Alabama 911 Board; and
2. This Resolution shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

AGREEMENT AND ASSIGNMENT OF EXCESS COST RECOVERY FUNDS

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between _____, an Emergency Communication District organized and operating under the laws of the State of Alabama (hereinafter referred to as the "ECD") and the Alabama Statewide 911 Board (hereinafter referred to as the "Board").

WHEREAS, the parties acknowledge that the State of Alabama has begun transition to an IP based next generation and integrated emergency communication network (known as ANGEN or the ANGEN project) for wireless devices and connections with plans to extend the network for wireline connections, AND

WHEREAS, the full transition to ANGEN will allow emergency response systems to take full advantage of voice, data, video, and other information available over broadband networks and IP platforms, AND

WHEREAS, Bandwidth.com, Inc. has been contracted with to serve as System Service Provider (SSP) to provide system services and necessary support the the ANGEN project which will enable E9-1-1 calling to all participating Public Safety Answering Points (PSAPs) throughout the State of Alabama over an IP network, AND

WHEREAS, the parties acknowledge and understand that the Alabama Supercomputer Authority (ASA) has been contracted with to provide the IP network for the implementation of ANGEN, AND

WHEREAS, the ECD has agreed to fully participate in the ANGEN project. AND

WHEREAS, the ECD entered into a similar agreement with Alabama CMRS Board whereby it assigned a distribution from that Board's operating account back to the CMRS Board which was used to provide matching funds for a grant to the Alabama Department of Homeland Security from the U. S. Department of Transportation (which the CMRS Board administered) to provide initial funding for the ANGEN project, AND

WHEREAS, under Section 11-98-5 Ala. Code, 1975, as amended provides that if the Board determines that revenues dedicated for cost recovery to CMRS providers exceeds necessary funding requirements, it may distribute any excess revenues to the ECDs pursuant to 11-98-5.2, AND

WHEREAS, the Board has determined that there are excess revenues in the Cost Recovey fund and the parties acknowledge that it is practical and beneficial to the ECDs for a distribution to ECDs be made and assigned back to the Board to be dedicated toward funding ANGEN

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES,

1. The Board will make a distribution of approximately \$3 million (\$3,000,000.00) from excess Cost Recovery funds to the ECDs which will designated as "ANGEN distribution".
2. The ECD agrees to assign its share of the "ANGEN distribution" to the Board which shall be dedicated to payment of expenses related to the implementation of the ANGEN project.
3. Only costs associated with the implementation of the ANGEN project are to be paid from these assigned funds.
4. The term of this agreement shall be for a period through May 21, 2015, (which is the term of the Agreements between the CMRS Board and Bandwidth.com and the Alabama Supercomputer Authority), however, the initial term may be extended thereafter upon the same terms and conditions as set forth herein for a period of time mutually agreeable between the parties.
5. This Agreement reflects the entire agreement between the parties with respect to the mater described herein. There are no prior representations or agreements between these parties relative to such subject matter that not reflected in or superseded by this Agreement.
6. This Agreement shall be interpreted and governed by the laws of the State of Alabama.
7. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that each has authority to enter into this Agreement.
8. This Agreement shall become effective upon full and complete execution by both parties

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT.

Alabama Statewide 911 Board

(ECD)

Roger Wilson, Chairman

Signature

Date _____

Printed Name and Title

Date _____



STATE OF ALABAMA
OFFICE OF THE ALABAMA 911 BOARD

Jason Jackson
Executive Director

1 Commerce Street
Suite 610
Montgomery, Alabama 36104
(334) 440-7911
www.al911board.com

Tommy Hale
City of Vestavia E911
513 Montgomery Highway
Vestavia Hills, Alabama 35216

February 4, 2014

Dear Tommy,

Enclosed, please find an Agreement and Assignment of excess cost recovery funds. This document is an agreement between you and the Alabama 9-1-1 Board to use excess cost recovery money for the ANGEN program. Please sign this document and return it to the Board office by March 15, 2014. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Jason Jackson".

Jason Jackson
Executive Director

JJ/wk

AGREEMENT AND ASSIGNMENT OF EXCESS COST RECOVERY FUNDS

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between _____, an Emergency Communication District organized and operating under the laws of the State of Alabama (hereinafter referred to as the "ECD") and the Alabama Statewide 911 Board (hereinafter referred to as the "Board").

WHEREAS, the parties acknowledge that the State of Alabama has begun transition to an IP based next generation and integrated emergency communication network (known as ANGEN or the ANGEN project) for wireless devices and connections with plans to extend the network for wireline connections, AND

WHEREAS, the full transition to ANGEN will allow emergency response systems to take full advantage of voice, data, video, and other information available over broadband networks and IP platforms, AND

WHEREAS, Bandwidth.com, Inc. has been contracted with to serve as System Service Provider (SSP) to provide system services and necessary support the the ANGEN project which will enable E9-1-1 calling to all participating Public Safety Answering Points (PSAPs) throughout the State of Alabama over an IP network, AND

WHEREAS, the parties acknowledge and understand that the Alabama Supercomputer Authority (ASA) has been contracted with to provide the IP network for the implementation of ANGEN, AND

WHEREAS, the ECD has agreed to fully participate in the ANGEN project, AND

WHEREAS, the ECD entered into a similar agreement with Alabama CMRS Board whereby it assigned a distribution from that Board's operating account back to the CMRS Board which was used to provide matching funds for a grant to the Alabama Department of Homeland Security from the U. S. Department of Transportation (which the CMRS Board administered) to provide initial funding for the ANGEN project, AND

WHEREAS, under Section 11-98-5 Ala. Code, 1975, as amended provides that if the Board determines that revenues dedicated for cost recovery to CMRS providers exceeds necessary funding requirements, it may distribute any excess revenues to the ECDs pursuant to 11-98-5.2, AND

WHEREAS, the Board has determined that there are excess revenues in the Cost Recovery fund and the parties acknowledge that it is practical and beneficial to the ECDs for a distribution to ECDs be made and assigned back to the Board to be dedicated toward funding ANGEN

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES,

1. The Board will make a distribution of approximately \$3 million (\$3,000,000.00) from excess Cost Recovery funds to the ECDs which will be designated as "ANGEN distribution".
2. The ECD agrees to assign its share of the "ANGEN distribution" to the Board which shall be dedicated to payment of expenses related to the implementation of the ANGEN project.
3. Only costs associated with the implementation of the ANGEN project are to be paid from these assigned funds.
4. This Agreement reflects the entire agreement between the parties with respect to the mater described herein. There are no prior representations or agreements between these parties relative to such subject matter that not reflected in or superseded by this Agreement.
5. This Agreement shall be interpreted and governed by the laws of the State of Alabama.
6. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that each has authority to enter into this Agreement.
7. This Agreement shall become effective upon full and complete execution by both parties

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT.

Alabama Statewide 911 Board

(ECD)

Roger Wilson, Chairman

Signature

Date _____

Printed Name and Title

Date _____

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

To Chief St John
I concur...
Please proceed
w/ regid actions.

JJS/
3-20-14

JAMES R. ST. JOHN
FIRE CHIEF

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Jim St. John, Fire Chief JJS
DATE: March 14, 2014
RE: Alabama State 911 Board request recommendation

The attached contract and series of memoranda describe a request by the State 911 Board to assign excess cost recovery funds to the Board. These funds would be a portion of what might be remitted to the City above the "make whole" monthly amount we currently receive. The stated purpose of the assignment is to offset the City's future obligation towards ANGEN compliance.

Presently, the amount of the excess funds is estimated to be \$14,000 according to the Board, approximately what the City's future responsibility for ANGEN will be. Were the funds assigned to the Board at this time, the Board would escrow the amount until the bill is due. If the funds are not assigned, the City will be billed for ANGEN compliance at some future point which has not been determined.

Based upon concerns by our Finance Department regarding ability to audit such funds, and the revenue we receive versus the cost of our Shelby 911 contract and associated expenses which may be paid from Special funds, I recommend that the City Council, as Vestavia Hills' ECD Board decline to enter into the contract. At the March 10, 2014 City Council meeting, upon explanation of these circumstances, Mayor Zaragoza directed that a Resolution of the City Council, as the ECD Board, be prepared to decline this contract. At your direction I will furnish this information to the City Clerk to prepare such a resolution.

VOLENS ET POTENS

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: Chief St. John

FROM: Battalion Chief Hale

DATE: March 4, 2014

RE: Alabama State 911 Board request

The Alabama State 911 Board has offered an agreement between the board and the Emergency Communication District (ECD). This agreement would allow excess funds that would be dispersed to the ECD's to be held onto by the State 911 Board. The excess funds would then be used to cover the cost of Alabama Next Generation 911 (ANGEN).

The Board will be making distribution of approximately \$3,000,000.00 from excess Cost Recovery funds to the ECD's. Upon talking with Jason Jackson, the Executive Director of the Office of the Alabama 911 Board, he advised that Vestavia Hills share would be about \$14,000.00. The cost to Vestavia Hills for ANGEN should be at or below \$14,000.00. If the ECD does go into an agreement for the assignment of excess funds, a printout can be given to Vestavia Hills that shows the amount of excess funds that is held in escrow.

If Vestavia Hills ECD does not go into an agreement with the State 911 Board, the excess funds would be dispersed from the 911 Board to Vestavia Hills. The cost of ANGEN would then be billed at some time later which is supposed to be at or less than the amount distributed by the State 911 Board.



**Jason Jackson
Executive Director**

Alabama 911 Board
Post Office Box 1790
Montgomery, Alabama 36102-1790

February 25, 2014

Dear Directors,

Please find attached a revised Agreement and Assignment of Excess Cost Recovery Funds. After careful consideration, our attorney, Jim Sasser decided that an end date was appropriate for this document. This end date will coincide with the Board's end date on the Bandwidth and Alabama Supercomputer Authority contract. There is also a clause that allows for the ECDs and the Board to continue this agreement mutually after that time. This agreement can also be found on our website.

We appreciate your patience with us as we smooth out details that will hopefully make this process easier for all involved. If you have any questions regarding this revision, please do not hesitate to contact us.

Sincerely,

**Jason Jackson
Executive Director**

JJ/wk

RESOLUTION NUMBER 4579

A RESOLUTION TO CONTINUE THE PRESENT PREMIUM CODE PAY POLICY FOR THE CITY OF VESTAVIA HILLS PUBLIC SAFETY EMPLOYEES

WHEREAS, the City of Vestavia Hills recognizes the importance of education and training of Public Safety employees; and

WHEREAS, the premium compensation policy for Public Safety Classifications is detailed as follows:

“Public Safety Classifications:

- A. 2 Years/Associate Degree or Equivalent – Premium Code #6. Sworn personnel in the Police, Sheriff or Fire Department (except Police of Fire Chiefs) who have completed sixty-four (64) semester hours, ninety-six (96) quarter hours or an Associate’s Degree in an accredited college program area may be eligible for one premium-step above his or her regular pay step.
- B. 4 Years/Bachelor’s Degree – Premium Code #21. Sworn personnel in the Police, Sheriff or Fire Departments (except Police or Fire Chiefs) who have completed a B.A. or B.S Degree Program from an accredited four-year college in any curriculum area may be eligible for two premium-steps above his or her regular pay step. Sworn personnel receiving this premium are not also eligible to receive an educational premium for completing 64 semesters, 96 quarter hours or an Associate’s Degree as defined in “A” above.

With respect to A & B above:

- The sworn personnel must have achieved a minimum “C” average in his/her completed course work to be eligible for the incentive pay premium.
- When computing total credit hours, no credit may be given for required remedial courses.
- All educational pay increases must be recommended and approved by the Appointing Authority. Sworn personnel must submit a certified copy of the college transcript to the appropriate Appointing Authority and to the Personnel Board;” and

WHEREAS, said premium pay has been budgeted within the approved City of Vestavia Hills budget for fiscal year 2014; and

WHEREAS, on March 11, 2014 the Jefferson County Personnel Board adopted and approved a new “Salary and Administration Guide & Pay Plan” in compliance with Rule 7 and Rule 8 of the Rules and Regulations of the Personnel Board of Jefferson County effective immediately upon adoption on said date; and

WHEREAS, the City Manager has reviewed said policy and pay plan and has recommended that until such time as the Mayor and City Council adopt a Resolution to amend the premium pay policy of the City, that Public Safety employees shall be paid at the existing premium pay policy as detailed above; and

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

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

1. That the existing Public Safety premium pay policy remain and be used as the effective premium pay policy for the City of Vestavia Hills Public Safety Employees until such time as the Mayor and City Council adopt and approve a Resolution to amend said policy; and
2. Said policy shall remain in full force and effect as follows:

“Public Safety Classifications:

- C. 2 Years/Associate Degree or Equivalent – Premium Code #6. Sworn personnel in the Police, Sheriff or Fire Department (except Police or Fire Chiefs) who have completed sixty-four (64) semester hours, ninety-six (96) quarter hours or an Associate’s Degree in an accredited college program area may be eligible for one premium-step above his or her regular pay step.
- D. 4 Years/Bachelor’s Degree – Premium Code #21. Sworn personnel in the Police, Sheriff or Fire Departments (except Police or Fire Chiefs) who have completed a B.A. or B.S Degree Program from an accredited four-year college in any curriculum area may be eligible for two premium-steps above his or her regular pay step. Sworn personnel

receiving this premium are not also eligible to receive an educational premium for completing 64 semesters, 96 quarter hours or an Associate's Degree as defined in "A" above.

With respect to A & B above:

- The sworn personnel must have achieved a minimum "C" average in his/her completed course work to be eligible for the incentive pay premium.
 - When computing total credit hours, no credit may be given for required remedial courses.
 - All educational pay increases must be recommended and approved by the Appointing Authority. Sworn personnel must submit a certified copy of the college transcript to the appropriate Appointing Authority and to the Personnel Board;"
and
3. This Resolution Number 4579 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4583

**A RESOLUTION APPROVING AN ALCOHOL
LICENSE FOR THIRTY ONE LLC D/B/A THIRTY
ONE; EDWARD BEARD WEBBER, EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Thirty One LLC d/b/a Thirty One, located at 1485 Montgomery Highway, Suite 21, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Edward Beard Webber, executive.


APPROVED and ADOPTED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM


DATE: April 8, 2014
TO: Dan Rary, Acting Police Chief
FROM: Rebecca Leavings, City Clerk 
RE: Alcohol License Request – 020 - Restaurant Retail Liquor

Please find attached information submitted by Edward Beard Webber who request an alcohol license to sell 020 - Restaurant Retail Liquor at the Thirty One LLC d/b/a Thirty One, 1485 Montgomery Highway, Suite 21, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 14th day of April, 2014 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed: 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20140408092909449

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00
Type License: **State:** **County:**
Trade Name: THIRTY ONE **Filing Fee:** \$50.00
Applicant: THITY ONE LLC **Transfer Fee:**
Location Address: 1485 MONTGOMERY HWY ; STE 21 VESTAVIA HILLS, AL 35216
Mailing Address: 2249 JACOBS RD VESTAVIA HILLS, AL 35216
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Sale of Products Containing Ephedrine: NO **Type Ownership:** LLC
Book, Page, or Document info: LR201411, 28549 **Do you sell Draft Beer:**
Date Incorporated: 03/24/2014 **State incorporated:** AL **County Incorporated:** JEFFERSON
Date of Authority: 03/24/2014 **Alabama State Sales Tax ID:** R008809502

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

EDWARD BEARD WEBBER 3861355 - AL	MEMBER	09/15/1959 ALABAMA	2249 JACOBS RD VESTAVIA, AL 35216

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ED WEBBER
Business Phone: 205-266-3322
Fax:

Home Phone: 205-266-3322
Cell Phone: 205-266-3322
E-mail: EBWEBBER@AOL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: BAR 31
Applicant: BAR 31 INC

Previous License Number(s)
License 1: 010053537
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20140408092909449

If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: DILLON EQUITIES INC 912-489-7376
 What is lessors primary business? LAW FIRM
 Is lessor involved in any way with the alcoholic beverage business? NO
 Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
 Is the business used to habitually and principally provide food to the public? YES
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 5000 Display Square Footage:
 Building seating capacity: 75 Does Licensed premises include a patio area? YES
 License Structure: SINGLE STRUCTURE License covers: PORTION OF
 Number of licenses in the vicinity: 10 Nearest: .1
 Nearest school: 1 miles Nearest church: 1 miles Nearest residence: .5 miles
 Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
ED WEBBER	DUI 05/2009	MTN BROOK	DEFERMENT



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20140408092909449

Initial each

Signature page

EW

In reference to law violations, I attest to the truthfulness of the responses given within the application.

EW

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

EW

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

/

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

/

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

/

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

EW

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

EW

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

EW

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

ED WEBBER

Signature of Applicant:

[Handwritten signature of Ed Webber]

Notary Name (print):

Ashley Pruitt

Notary Signature:

[Handwritten signature of Ashley Pruitt]

Commission expires:

Jan 29, 2017

Application Taken: 1/3/14

App. Inv. Completed:

Submitted to Local Government: 1/3/14

Forwarded to District Office: 1/3/14

Received in District Office: 1/3/14 Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:

RESOLUTION NUMBER 4584

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR PROJECT NUMBER 99-303-371-003-401

WHEREAS, the City of Vestavia Hills, Alabama (hereinafter at times referred to as “City”) is desirous of having certain improvements made on SR-3 (US-31) within the city limits of Vestavia Hills, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: 99-303-371-003-401 Widening, Planing, Resurfacing, Loop Detectors, Permanent Traffic Stripe, Guardrail End Anchors, and Bridge Rail Retrofit along SR-3 (US-31) from 0.150 miles North of I-65 and 0.050 miles north of Shades Crest Road; and

WHEREAS, the Alabama Department of Transportation (“ALDOT”) is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirement of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution.

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

1. That the plans of said project including alignment, profile, grades typical sections and paving layouts as submitted to this City and which are now on file in the Office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving and otherwise improving and construction of said project in accordance with said plans; and
2. The City, by and through its Mayor and City Council, hereby grants to ALDOT the full use of and access to the dedicated widths of any existing streets for the construction of

said project and hereby agrees to permit and allow ALDOT to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted; and

3. The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain interesting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

Please refer to: Project Notes (Sheets 2N-2S)

Please refer to: Traffic Signal Plan Notes (Sheets 2T – 2V)

Please refer to: Traffic Control Notes (Sheets 2W – 2AA)

Please refer to: Traffic Control Plan and Sequence of Construction (Sheets 6-13)

BE IT FURTHER RESOLVED BY THE MAYOR AND CITY COUNCIL, that for and in consideration of ALDOT in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with ALDOT for and the benefit of the Federal Highway Administration, on the above-mentioned project the City will not in the future permit encroachments on the right-of-way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, *Code of Alabama 1975*, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted, nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings and traffic signals without written approval of ALDOT and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal highway Administration. The City further agrees that subsequent traffic control devices

deemed necessary by it in keeping with applicable statues, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, *Code of Alabama 1975* and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic an control the same under the provisions of Title 32, Chapter 5, *Code of Alabama, 1975* and other applicable laws of Alabama.

BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL, as follows:

1. That the City agrees to perform all maintenance on crossroads, service dries, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City; and
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same; and
3. That the City agrees to perform all maintenance on interchanges to the theoretical cross of the denied access line; and
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED AND APPROVED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings

City Clerk

APPROVED BY:

Jeff Downes,
City Manager

CERTIFICATION:

I, the undersigned, Clerk of the City of Vestavia Hills, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 14th day of April, 2014, which Resolution is on file in the Office of the City Clerk.

Given under my hand and the official seal of such _____ this _____ day of _____, 2014.

Rebecca Leavings
City Clerk



Agreement - Resolution No. ~~682~~ 684

ALABAMA DEPARTMENT OF TRANSPORTATION
 THIRD DIVISION
OFFICE OF DIVISION ENGINEER
 1020 BANKHEAD HWY. WEST
 P.O. Box 2745
 BIRMINGHAM, ALABAMA 35202-2745
 Telephone: (205) 328-5820 FAX: (205) 254-3199



Robert Bentley
 Governor

John R. Cooper
 Transportation Director

March 20, 2014

The Honorable Alberto Zaragoza, Jr.
 Mayor, City of Vestavia Hills
 City Hall
 513 Montgomery Highway
 Vestavia Hills, Alabama 35216

RE: Jefferson County
 Project Number: 99-303-371-003-401
 Widening, Planing, Resurfacing, Loop
 Detectors, Permanent Traffic Stripe, Guardrail
 End Anchors, and Bridge Rail Retrofit along
 SR-3(US-31) from 0.150 miles North of I-65
 to 0.050 miles North of Shades Crest Road

Dear Mayor Zaragoza:

Attached you will find the Standard Project Resolution and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Vestavia Hills, for consideration and approval. It is important to emboss the official City of Vestavia Hills Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

Brian C. Davis
 Division Engineer

BCD/LAT/SFPB

Attachment

C: Mrs. Sandra F. P. Bonner
 File w/att.

STATE	REFERENCE PROJECT NO	FISCAL YEAR	Agreement - Resolution No	SHEET NO
AL	99-303-371-003-401	2014	1	15

ALABAMA DEPARTMENT OF TRANSPORTATION
 THIRD DIVISION
 JEFFERSON COUNTY

PROJECT NO 99-303-371-003-401

WIDENING, PLANING, RESURFACING, LOOP DETECTORS,
 PERMANENT TRAFFIC STRIPE, GUARDRAIL END ANCHORS AND
 BRIDGE RAIL RETROFIT ALONG SR-3(US-31) FROM 0.150 MILE NORTH OF
 I-65 TO 0.050 MILE NORTH OF SHADES CREST ROAD (CR-99)
 (MP 266.332 TO MP 269.550)



ALABAMA DEPARTMENT OF TRANSPORTATION
SUBMITTED FOR APPROVAL
DIVISION ENGINEER
CHIEF ENGINEER
APPROVED
TRANSPORTATION DIRECTOR

NOTE : THESE PLANS HAVE BEEN PREPARED TO
 CONFORM WITH ALABAMA DEPARTMENT
 OF TRANSPORTATION STANDARD
 SPECIFICATIONS FOR HIGHWAY
 CONSTRUCTION DATED 2012.

IN-PLACE BRIDGES:

	BIN	MP	MP	FEET	
(IN-PLACE BRIDGE CULVERT)	4728	266.575	266.585	52.80	(SBR)
(IN-PLACE BRIDGE CULVERT)	4729	266.579	266.587		(NBR)(NO EFFECT)
(IN-PLACE BRIDGE CULVERT)	4713	267.132	267.147		(NO EFFECT)

TOTAL EFFECT : 52.80

EQUATIONS AND EXCEPTIONS: N/A

☒ REMOVE STRIPE ON BRIDGE

	FEET	MILES
TOTAL STATIONING	16991.04	
EQUATIONS AND EXCEPTIONS		
NET LENGTH OF PROJECT	16991.04	3.218
NET LENGTH OF BRIDGES	52.80	0.010
NET LENGTH OF ROADWAYS	16938.24	3.208

FUNDING: STPAA: 88% AND HSIP FUNDS: 12%
 PRELIMINARY CODE NO 9303-6930-99303-100060879-1

8

ALABAMA DEPARTMENT OF TRANSPORTATION
THIRD DIVISION
JEFFERSON COUNTY
PROJECT NO 99-303-371-003-401
WIDENING, PLANING, RESURFACING, LOOP DETECTORS,
PERMANENT TRAFFIC STRIPE, GUARDRAIL END ANCHORS AND
BRIDGE RAIL RETROFIT ALONG SR-3(US-31) FROM 0.150 MILE NORTH OF
I-65 TO 0.050 MILE NORTH OF SHADES CREST ROAD (CR-99)
(MP 266.332 TO MP 269.550)



ALABAMA DEPARTMENT OF TRANSPORTATION
SUBMITTED FOR APPROVAL
DIVISION ENGINEER
CHIEF ENGINEER
APPROVED
TRANSPORTATION DIRECTOR

NOTE : THESE PLANS HAVE BEEN PREPARED TO CONFORM WITH ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION DATED 2012.

IN-PLACE BRIDGES:		BIN	MP	MP	FEET		
(IN-PLACE BRIDGE CULVERT)		4728	266.575	266.585	52.80	(SBR)	
(IN-PLACE BRIDGE CULVERT)		4729	266.579	266.587		(NBR)(NO EFFECT)	
		4713	267.132	267.147		(NO EFFECT)	
		TOTAL EFFECT :				52.80	

EQUATIONS AND EXCEPTIONS: N/A
 REMOVE STRIPE ON BRIDGE

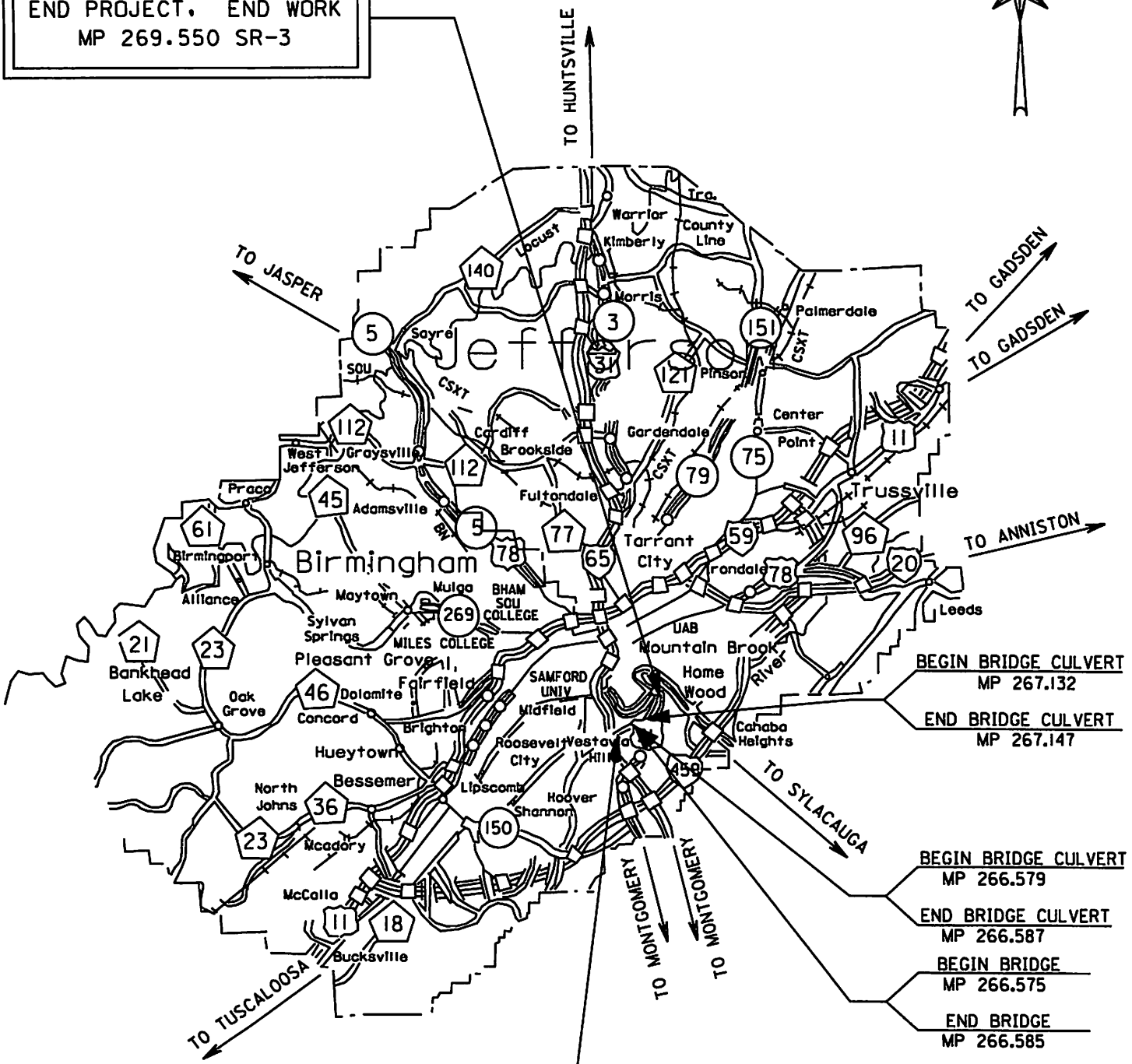
	FEET	MILES
TOTAL STATIONING	16991.04	
EQUATIONS AND EXCEPTIONS		
NET LENGTH OF PROJECT	16991.04	3.218
NET LENGTH OF BRIDGES	52.80	0.010
NET LENGTH OF ROADWAYS	16938.24	3.208

FUNDING: STPAA: 88% AND HSIP FUNDS: 12%
 PRELIMINARY CODE NO 9303-6930-99303-100060879-1

PROJECT LAYOUT



END PROJECT. END WORK
MP 269.550 SR-3



2010 CENSUS
VESTAVIA HILLS
POP 34,033
JEFFERSON COUNTY
POP 658,466

BEGIN WORK. BEGIN PROJECT
MP 266.332 SR-3

NOT TO SCALE

INDEX TO SHEETS

SHEET NO 1	TITLE SHEET
SHEET NO 1A	PROJECT LAYOUT
SHEET NO 1B-1C	INDEX TO SHEETS AND SPECIAL & STANDARD DRAWINGS
SHEET NO 2-2M	TYPICAL SECTION
SHEET NO 2N-2S	PROJECT NOTES
SHEET NO 2T-2V	PROJECT TRAFFIC SIGNAL NOTES
SHEET NO 2W-2AA	PROJECT TRAFFIC CONTROL NOTES
SHEET NO 3-3J	SUMMARY OF QUANTITIES
SHEET NO 4-4K	DETAIL OF TRAFFIC SIGNAL LOOP INSTALLATION
SHEET NO 5-5I	SPECIAL PROJECT DETAIL: CURB RAMP DETAILS
SHEET NO 5J-5W	SPECIAL PROJECT DETAIL: CURB RAMP LAYOUTS
SHEET NO 5X-5Y	SPECIAL PROJECT DETAIL: BRIDGE RAIL RETROFIT DETAILS
SHEET NO 6-13	TRAFFIC CONTROL PLAN
SHEET NO 14-15	EROSION AND SEDIMENT CONTROL PLAN

 THE FOLLOWING ARE SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS BOOK (U.S. CUSTOMARY UNITS OF MEASUREMENT), DATED 2014 WHICH APPLY TO THIS PROJECT:

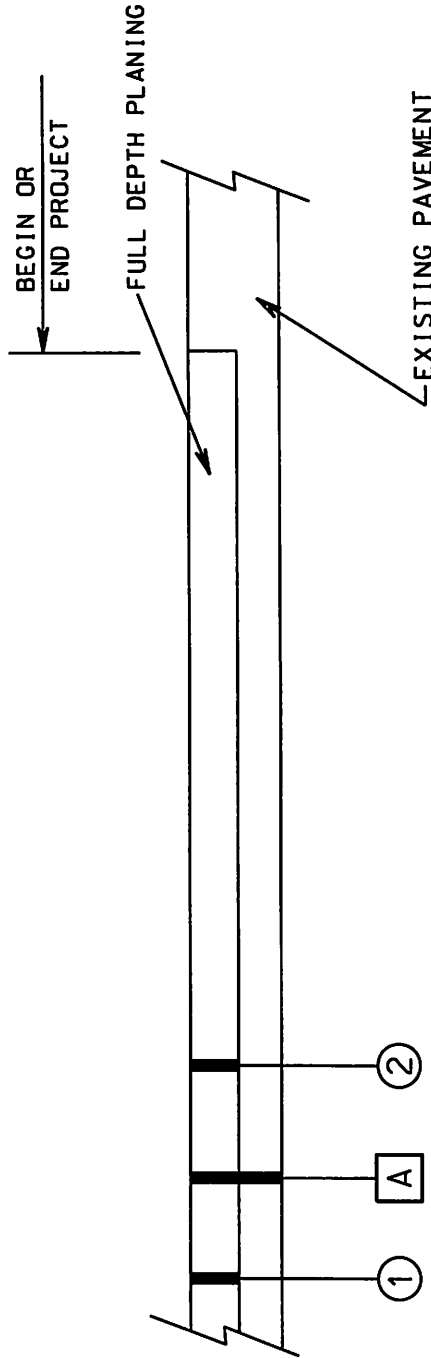
INDEX NO	SPECIAL DRAWING NO	DESCRIPTION	
172	SBS-428-A	DETAILS SHOWING SCORING BITUMINOUS OR CONCRETE PAVEMENT SURFACE BY CUTTING	
310	GA-630-13	DETAILS OF GUARDRAIL END ANCHOR - TYPE 13	
312-A	GA-630-20	DETAILS OF GUARDRAIL END ANCHORS SERIES 20 (BEST)	(SHT 1 OF 3)
312-B	GA-630-20	DETAILS OF GUARDRAIL END ANCHORS SERIES 20 (ET-PLUS)	(SHT 2 OF 3)
312-C	GA-630-20	DETAILS OF GUARDRAIL END ANCHORS SERIES 20 (SKT-350)	(SHT 3 OF 3)
323	GR-630-FD	FLARE DETAIL AND WARRANTY CRITERIA FOR BEAM GUARDRAIL	(SHT 1 OF 2)
323-A	GR-630-FD	FLARE DETAIL AND WARRANTY CRITERIA FOR BEAM GUARDRAIL & GUARDRAIL AT RADIUS	(SHT 2 OF 2)
326	GR-630-S	GALVANIZED STEEL BEAM GUARDRAIL WITH BLOCKED OUT TREATED TIMBER OR GALVANIZED STEEL POSTS (DELINEATORS/REFLECTORS FOR GUARDRAIL OR CONCRETE BARRIER RAIL)	(SHT 1 OF 2)
327	GR-630-S	GALVANIZED STEEL BEAM GUARDRAIL WITH BLOCKED OUT TREATED TIMBER OR GALVANIZED STEEL POSTS	(SHT 2 OF 2)
330	GTE-629	350. TL-3 PRECAST CONCRETE BARRIER, TYPE 6A FOR USE WITH APPROVED IMPACT ATTENUATOR SYSTEM (PORTABLE)	(SHT 1 OF 2)
330-A	GTE-629	PREVIOUSLY CAST CONCRETE BARRIER, TYPE 6A FOR USE WITH APPROVED IMPACT ATTENUATOR SYSTEM (PORTABLE)	(SHT 2 OF 2)
332	1A-720-K	DETAILS OF REACT 350 SYSTEM IMPACT ATTENUATOR (SELF-RESTORING)	
333	1A-720-L	DETAILS OF HEART IMPACT ATTENUATOR (SELF-RESTORING)	
335	1A-720-M	DETAILS OF QUADGUARD ELITE IMPACT ATTENUATOR	
336	1A-720-N	DETAILS OF QUEST SYSTEM IMPACT ATTENUATOR	
337	1A-720-Z	DETAILS OF ACZ-350 IMPACT ATTENUATOR (WORK ZONE ONLY)	
338	1A-720-P	DETAILS OF TRITON IMPACT ATTENUATOR (WORK ZONE ONLY)	
339	1A-720-O	DETAILS OF QUADGUARD SYSTEM IMPACT ATTENUATOR	
340	1A-720-T	DETAILS OF TRACC IMPACT ATTENUATOR	
341	1A-720-V	DETAILS OF ABSORB 350 IMPACT ATTENUATOR (WORK ZONE ONLY)	
342	1A-720-W	DETAILS OF TAU-11 SYSTEM IMPACT ATTENUATOR	
343	1A-720-X	DETAILS OF SCI IMPACT ATTENUATOR	
701	623-N SPEC	DETAILS OF MEDIAN OPENING AND SAFETY GOES AT TRAFFIC CHANNEL ISLANDS	
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TYPICAL SECTION

SKETCH SHOWING TREATMENT AT BEGIN AND END PROJECT



EXISTING PAVEMENT TO BE REMOVED IN A SUFFICIENT AMOUNT TO ALLOW FOR FULL DEPTH OVERLAY. EXTRA DEPTH PLANING, IF NEEDED, SHALL BE PAID FOR AS ITEM 408A-052.

LEGEND

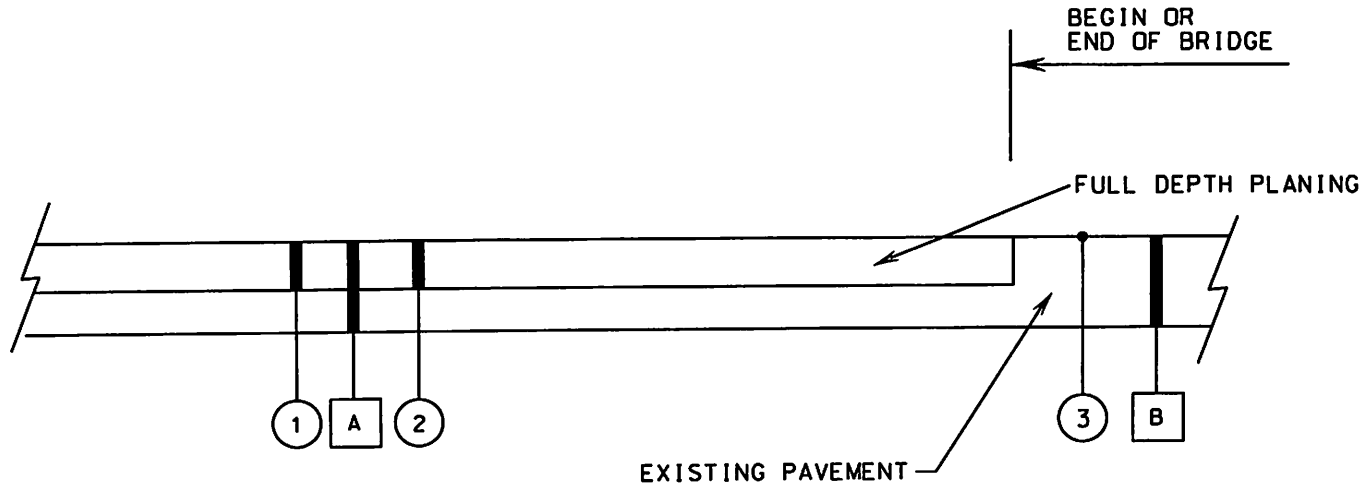
DESCRIPTION

ITEM	UNIT	DESCRIPTION
① 424A-361	TON	REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE C/D (185 LBS/SY)
② 408A-052	SO YD	REOD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
A		IN-PLACE PAVEMENT (PLANE AS REQUIRED)

NOT TO SCALE

TYPICAL SECTION

SKETCH SHOWING FOR APPLICATION OF BRIDGE DECK SEALANT
 MP 266.579 TO MP 266.587 (NBR)
 MP 266.575 TO MP 266.585 (SBR)



EXISTING PAVEMENT TO BE REMOVED IN A SUFFICIENT AMOUNT TO ALLOW FOR FULL DEPTH OVERLAY. EXTRA DEPTH PLANING, IF NEEDED, SHALL BE PAY FOR AS ITEM 408A-052.

LEGEND

ITEM	UNIT	DESCRIPTION
① 424A-361	TON	REQD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D, (185 LBS/SY)
② 408A-052	SQ YD	REQD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
③ 515C-000 AND 515D-000	GALLON SQ YD	BRIDGE DECK SEALANT APPLICATION OF BRIDGE DECK SEALANT
A		IN-PLACE PAVEMENT (PLANE AS REQUIRED)
B		IN-PLACE BRIDGE (RETAIN)

REFERENCE PROJECT NO
 99-303-371-003-401

FISCAL YEAR
 2014

SHEET NO
 2A

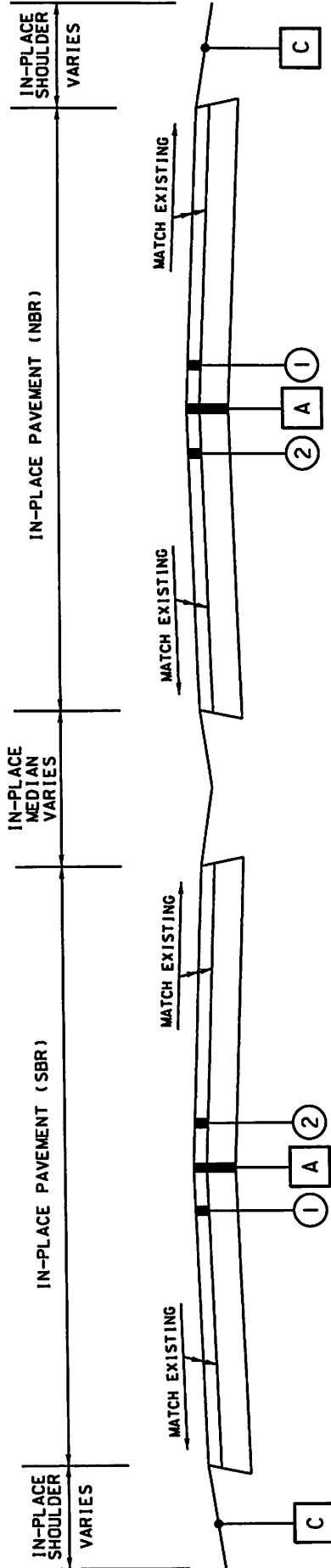
NOT TO SCALE

TYPICAL SECTION

PROJECT NOTES: 200,201,203,
206,207,210,214,217

SCHEDULE FOR PAVEMENT WIDTHS SR-3 (US-31)

IN-PLACE	DIRECTION
MP 267.342 TO MP 267.382:	NBR
MP 267.645 TO MP 267.712:	NBR
MP 267.895 TO MP 268.083:	NBR
MP 268.230 TO MP 268.278:	NBR
MP 268.699 TO MP 268.747:	NBR
MP 266.776 TO MP 266.805:	SBR
MP 266.862 TO MP 266.903:	SBR
MP 267.315 TO MP 267.321:	SBR
MP 267.470 TO MP 267.509:	SBR
MP 267.606 TO MP 267.772:	SBR
MP 267.917 TO MP 268.934:	SBR
MP 269.253 TO MP 269.344:	SBR
MP 269.507 TO MP 269.550:	SBR



LEGEND

DESCRIPTION

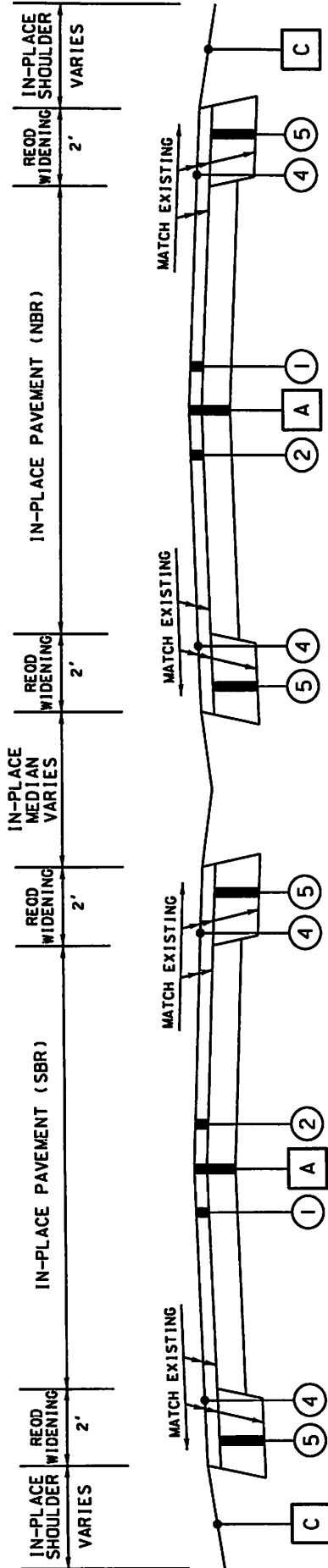
ITEM	UNIT	DESCRIPTION
① 424A-361	TON	REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE C/D (185 LBS/SY)
② 408A-052	SO YD	REOD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
A		IN-PLACE PAVEMENT (PLANE AS REQUIRED)
C		IN-PLACE SHOULDER (RETAIN)

NOT TO SCALE

TYPICAL SECTION

PROJECT NOTES: 200,201,203,205,206,207,
209,210,211,212,213,214,215,216,220

SEE SCHEDULE FOR WIDENING WIDTH (SHEET 2K & 2L)



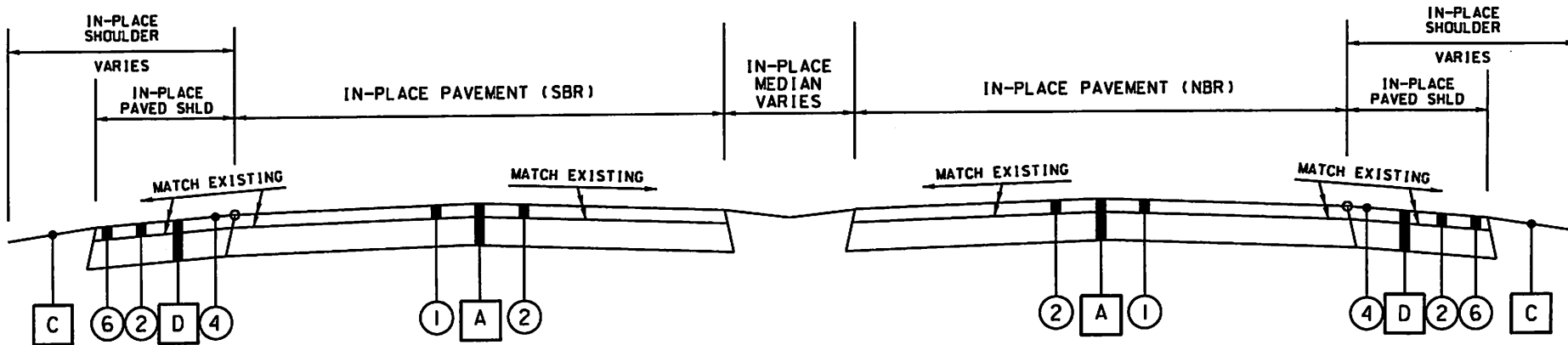
LEGEND

ITEM	UNIT	DESCRIPTION
①	TON	REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER. 3/4" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE C/D (185 LBS/SY)
②	SO YD	REOD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
④	LN FT	REOD SCORING BITUMINOUS PAVEMENT SURFACE BY CUTTING
⑤	TON	REOD PLANT MIX BITUMINOUS BASE, WIDENING, MIX 2 (599 LBS/SY)(SHALL BE PLACED IN ONE LAYER)
A		IN-PLACE PAVEMENT (PLANE AS REQUIRED)
C		IN-PLACE SHOULDER (RETAIN)

TYPICAL SECTION

SCHEDULE FOR SHOULDER WIDTHS SR-3 (US-31)

	SHOULDER
MP 266.332 TO MP 266.411	: 12' (NBR/SBR)
MP 266.531 TO MP 266.575	: 12' (NBR/SBR)
MP 266.575 TO MP 266.587	: BRIDGE (NBR/SBR)
MP 266.587 TO MP 266.599	: 12' (NBR/SBR)
MP 266.796 TO MP 266.905	: 12' (NBR)
MP 267.258 TO MP 267.321	: 12' (NBR/SBR)
MP 267.478 TO MP 267.619	: 12' (NBR)
MP 267.953 TO MP 268.085	: 12' (SBR)
MP 268.197 TO MP 268.300	: 12' (SBR)
MP 268.433 TO MP 268.478	: 12' (SBR)
MP 269.341 TO MP 269.378	: 12' (SBR)



LEGEND

ITEM	UNIT	DESCRIPTION
① 424A-361	TON	REQD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
② 408A-052	SQ YD	REQD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
④ 428C-000	LIN FT	REQD SCORING BITUMINOUS PAVEMENT SURFACE BY CUTTING
⑥ 424A-367	TON	REQD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (120 TO 185 LBS/SY)
A		IN-PLACE PAVEMENT (PLANE AS REQUIRED)
C		IN-PLACE SHOULDER (RETAIN)
D		IN-PLACE PAVED SHOULDER (PLANE AS REQUIRED)

NOT TO SCALE

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

SHEET NO
2D

PROJECT NOTES: 200.201.203.204.206.
207.210.214.218

TYPICAL SECTION

SEE SCHEDULE FOR CURB AND GUTTER SECTION WIDTH (SHEET 2M)

REFERENCE PROJECT NO

99-303-371-003-401

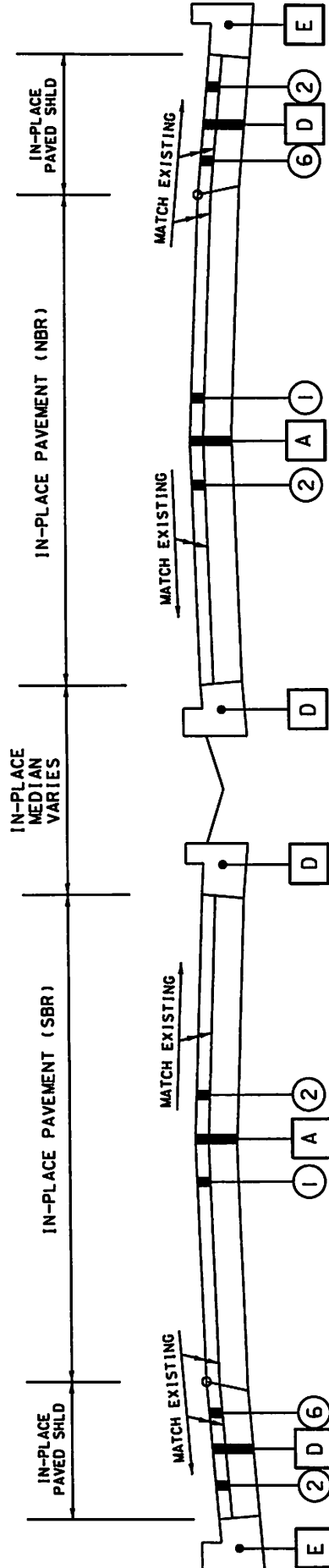
FISCAL YEAR

2014

Agreement Resolution No. 4584

SHEET NO

2E



LEGEND

DESCRIPTION

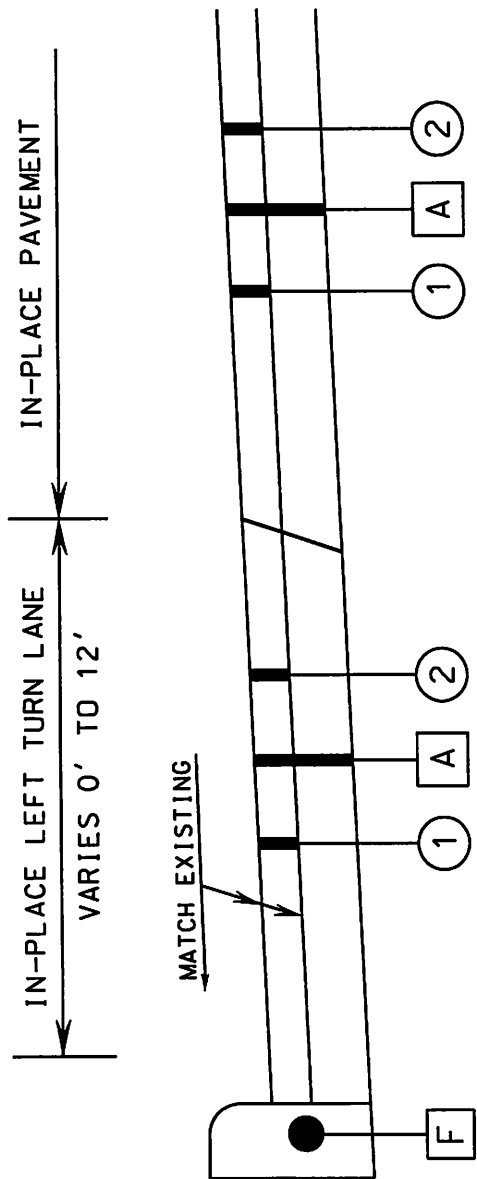
ITEM UNIT

- | | | | |
|---|----------|-------|--|
| ① | 424A-361 | TON | REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY) |
| ② | 408A-052 | SQ YD | REOD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50") |
| ⑥ | 424A-367 | TON | REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (120 TO 185 LBS/SY) |
| A | | | IN-PLACE PAVEMENT (PLANE AS REQUIRED) |
| D | | | IN-PLACE PAVED SHOULDER (PLANE AS REQUIRED) |
| E | | | IN-PLACE CURB OR CURB AND GUTTER (RETAIN) |

NOT TO SCALE

TYPICAL SECTION

TO BE USED ON
LEFT TURN LANE WITH CURB



TOTAL LENGTH LEFT TURN LANE TAPERS (0' TO 12'): 718.08 LIN FT
 TOTAL LENGTH LEFT TURN LANES (WIDTH = 12'): 1066.56 LIN FT

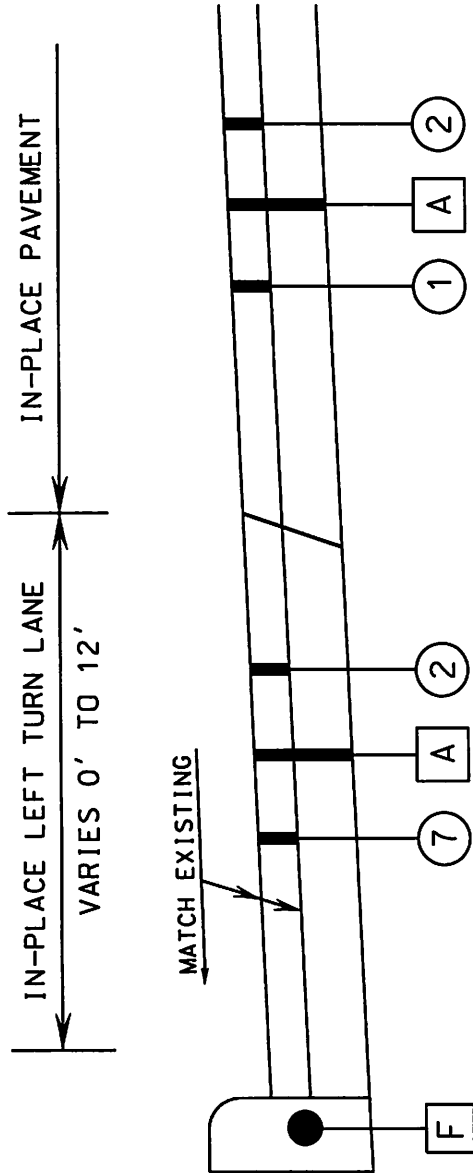
LEGEND

ITEM	UNIT	DESCRIPTION
①	TON	REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
②	SO YD	REOD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
A		IN-PLACE PAVEMENT (PLANE AS REQUIRED)
F		IN-PLACE CURB (RETAIN)

NOT TO SCALE

TYPICAL SECTION

TO BE USED ON LEFT TURN LANES
200 LIN FT OR LESS IN LENGTH WITH CURB



TOTAL LENGTH LEFT TURN LANE TAPERS (0' TO 12'): 285.12 LIN FT
TOTAL LENGTH LEFT TURN LANES (WIDTH = 12'): 274.56 LIN FT

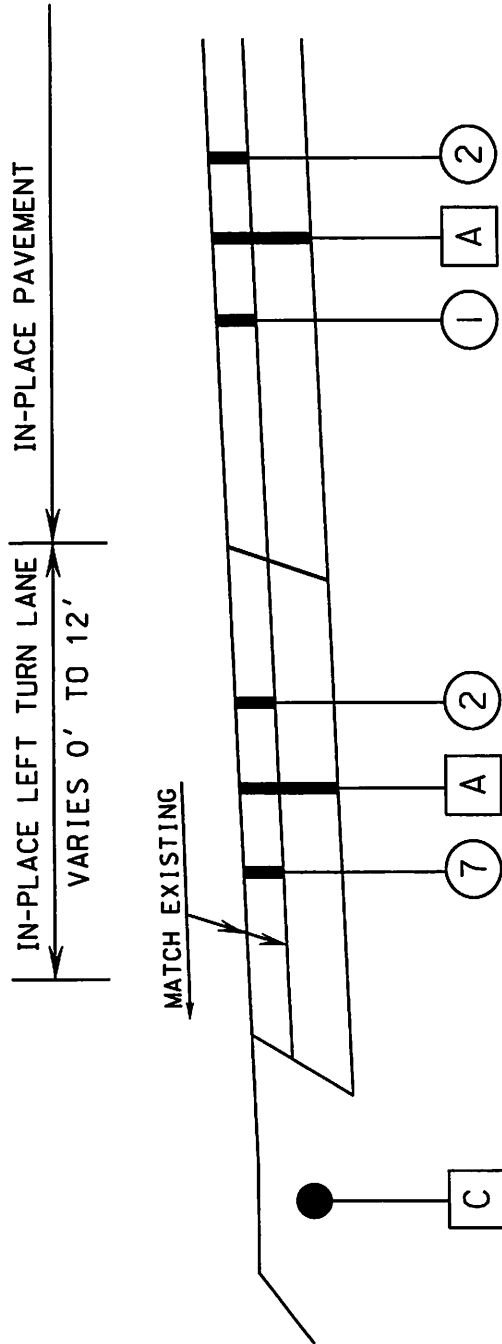
LEGEND

ITEM	UNIT	DESCRIPTION
①	TON	REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
②	SQ YD	REOD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
⑦	TON	REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, WIDENING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
A		IN-PLACE PAVEMENT (PLANE AS REQUIRED)
F		IN-PLACE CURB (RETAIN)

NOT TO SCALE

TYPICAL SECTION

TO BE USED ON LEFT TURN LANES
200 LIN FT OR LESS IN LENGTH



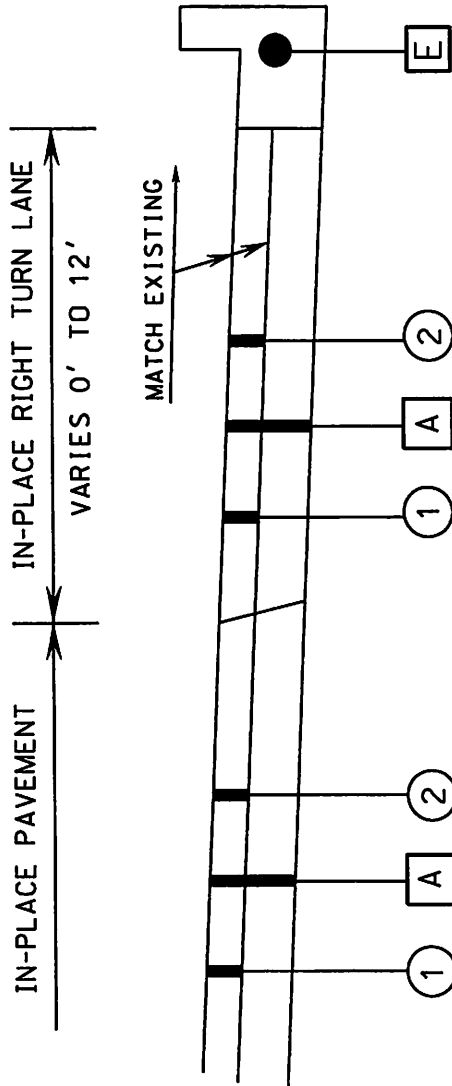
TOTAL LENGTH LEFT TURN LANE TAPERS (0' TO 12'): 559.68 LIN FT
TOTAL LENGTH LEFT TURN LANES (WIDTH = 12'): 385.44 LIN FT

LEGEND

ITEM	UNIT	DESCRIPTION
①	TON	REQD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
②	SQ YD	REQD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
⑦	TON	REQD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, WIDENING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
A		IN-PLACE PAVEMENT (PLANE AS REQUIRED)
C		IN-PLACE SHOULDER (RETAIN)

TYPICAL SECTION

TO BE USED ON
RIGHT TURN LANES WITH CURB



TOTAL LENGTH RIGHT TURN LANE TAPERS (0' TO 12'): 1007.09 LIN FT
 TOTAL LENGTH RIGHT TURN LANES (WIDTH = 12'): 1193.67 LIN FT

LEGEND

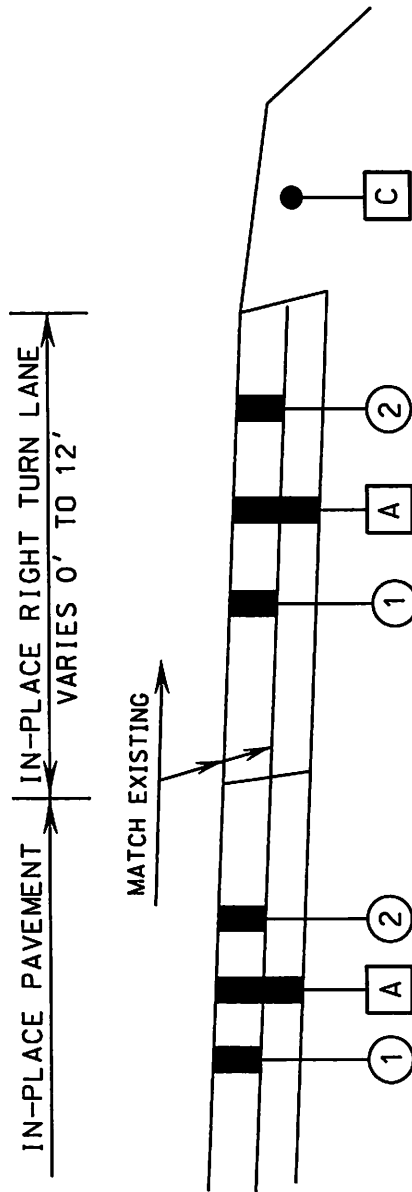
DESCRIPTION

ITEM UNIT

- ① 424A-361 TON REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
- ② 408A-052 SO YD REOD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
- ⓐ IN-PLACE PAVEMENT (PLANE AS REQUIRED)
- ⓔ IN-PLACE CURB OR CURB & GUTTER (RETAIN)

TYPICAL SECTION

TO BE USED ON
RIGHT TURN LANES
WITH IN-PLACE SHOULDER



TOTAL LENGTH RIGHT TURN LANE TAPERS (0' TO 12'): 2885.15 LIN FT
TOTAL LENGTH RIGHT TURN LANES (WIDTH = 12'): 4372.09 LIN FT

LEGEND

ITEM UNIT

DESCRIPTION

①	424A-361	TON	REOD SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
②	408A-052	SO YD	REOD PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
A			IN-PLACE PAVEMENT (PLANE AS REQUIRED)
C			IN-PLACE SHOULDER (RETAIN)



SCHEDULE FOR PAVEMENT WIDTHS

TYPICAL REF NO	MP TO MP	REQUIRED WIDENING	DIRECTION	INSIDE OR OUTSIDE
SHT 2C	266.349-266.384	2'	NBR	INSIDE
	266.418-266.456	2'	NBR	INSIDE
	266.472-266.515	2'	NBR	INSIDE
	266.533-266.562	2'	NBR	INSIDE
	266.569-266.579	2'	NBR	INSIDE
	266.709-266.738	2'	NBR	INSIDE
	266.751-266.780	2'	NBR	INSIDE
	266.791-266.854	2'	NBR	INSIDE
	266.865-266.885	2'	NBR	INSIDE
	266.897-266.954	2'	NBR	INSIDE
	266.954-267.047	4'	NBR	INSIDE/OUTSIDE
	267.188-267.307	2'	NBR	INSIDE
	267.315-267.324	4'	NBR	INSIDE/OUTSIDE
	267.324-267.342	2'	NBR	OUTSIDE
	267.404-267.416	2'	NBR	INSIDE
	267.509-267.537	2'	NBR	INSIDE
	267.620-267.712	2'	NBR	OUTSIDE
	267.712-267.801	4'	NBR	INSIDE/OUTSIDE
	267.796-267.895	2'	NBR	OUTSIDE
	267.801-267.835	2'	NBR	INSIDE
	267.844-267.895	2'	NBR	INSIDE
	268.083-268.104	2'	NBR	INSIDE
	268.104-268.197	4'	NBR	INSIDE/OUTSIDE
	268.197-268.217	2'	NBR	INSIDE
	268.197-268.230	2'	NBR	OUTSIDE
	268.278-268.284	2'	NBR	INSIDE
	268.284-268.289	4'	NBR	INSIDE/OUTSIDE
	268.289-268.334	2'	NBR	OUTSIDE
	268.365-268.432	2'	NBR	OUTSIDE
	268.443-268.494	2'	NBR	INSIDE
	268.494-268.699	4'	NBR	INSIDE/OUTSIDE
	268.766-268.775	2'	NBR	INSIDE



SCHEDULE FOR PAVEMENT WIDTHS

TYPICAL REF NO	MP TO MP	REQUIRED WIDENING	DIRECTION	INSIDE OR OUTSIDE
SHT 2C	266.362-266.378	2'	SBR	INSIDE
	266.438-266.453	2'	SBR	INSIDE
	266.478-266.513	2'	SBR	INSIDE
	266.537-266.557	2'	SBR	INSIDE
	266.572-266.575	2'	SBR	INSIDE
	266.585-266.631	2'	SBR	INSIDE
	266.676-266.695	2'	SBR	INSIDE
	266.713-266.734	2'	SBR	INSIDE
	266.755-266.776	2'	SBR	INSIDE
	266.805-266.829	2'	SBR	OUTSIDE
	266.829-266.834	4'	SBR	INSIDE/OUTSIDE
	266.834-266.850	2'	SBR	INSIDE
	266.850-266.862	2'	SBR	OUTSIDE
	266.903-266.942	2'	SBR	OUTSIDE
	266.942-267.010	2'	SBR	INSIDE
	267.010-267.036	4'	SBR	INSIDE/OUTSIDE
	267.036-267.039	2'	SBR	OUTSIDE
	267.297-267.303	2'	SBR	INSIDE
	267.321-267.364	2'	SBR	INSIDE
	267.364-267.378	4'	SBR	INSIDE/OUTSIDE
	267.398-268.429	2'	SBR	OUTSIDE
	268.429-268.470	4'	SBR	INSIDE/OUTSIDE
	267.509-267.545	2'	SBR	INSIDE
	267.545-267.601	4'	SBR	INSIDE/OUTSIDE
	267.772-267.805	2'	SBR	OUTSIDE
	267.805-267.822	4'	SBR	INSIDE/OUTSIDE
	267.822-267.835	2'	SBR	INSIDE
	267.846-267.873	2'	SBR	INSIDE
	267.873-267.889	4'	SBR	INSIDE/OUTSIDE
	267.889-267.917	2'	SBR	OUTSIDE
	267.934-267.951	2'	SBR	INSIDE
	267.967-268.028	2'	SBR	INSIDE
	268.047-268.074	2'	SBR	INSIDE
	268.085-268.119	2'	SBR	INSIDE
	268.119-268.175	4'	SBR	INSIDE/OUTSIDE
	268.175-268.194	2'	SBR	INSIDE
	268.211-268.260	2'	SBR	INSIDE
	268.446-268.479	2'	SBR	INSIDE
	268.479-268.742	4'	SBR	INSIDE/OUTSIDE
	269.392-269.440	2'	SBR	OUTSIDE

 SCHEDULE FOR CURB AND GUTTER SECTION WIDTHS

TYPICAL REF NO	MP TO MP	PAVED SHOULDER	PAVED SHOULDER DIRECTION	CURB OR CURB AND GUTTER	REMARKS
SHT 2E	266.411-266.531	12'	NBR/SBR	NBR	
	266.599-266.796	12'	NBR/SBR	NBR/SBR	
	266.968-267.036	12'	NBR	NBR	
	267.036-267.132	12'	NBR/SBR	NBR	
	267.147-267.258	12'	NBR/SBR	NBR	
	267.321-267.433	12'	SBR	SBR	
	267.416-267.478	12'	NBR	NBR	
	267.894-267.924	12'	NBR	NBR	
	268.764-268.977	12'	SBR	NBR/SBR	
	268.977-269.179	12'	NBR/SBR	NBR/SBR	
	269.179-269.253	12'	NBR/SBR	NBR	
	269.253-269.305	12'	NBR	NBR	
	269.452-269.536	12'	NBR	NBR	

PROJECT NOTES

200. ALL TURNOUTS AND DRIVEWAYS SHALL BE PAVED A MAXIMUM OF THREE FEET IN AREAS WHERE SHOULDERS ARE NOT PAVED. THREE FEET PAST PAVED SHOULDERS, OR AS DIRECTED BY THE ENGINEER. ALL STREETS AND COUNTY ROADS SHALL BE PAVED TO APPROXIMATELY THE BACK OF THE RADII.
201. PAVING USED FOR CONNECTIONS OF INTERSECTING STREETS, ROADS AND RAMPS SHALL BE:
- ITEM 424A-361. SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, $\frac{3}{4}$ " MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
 - ITEM 408A-052. PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50" THICK)
202. 250 TONS OF ITEM 305B-077, CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE, SHALL BE PLACED ON SHOULDERS IN AREAS AS DIRECTED BY THE ENGINEER. THIS MATERIAL SHALL BE CRUSHER RUN, 1" DOWN.
203. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE AN AMOUNT OF IN-PLACE PAVEMENT NECESSARY TO MAKE ADEQUATE TIE-INS ON STREETS, COUNTY ROADS AND DRIVEWAYS, AS DIRECTED BY THE ENGINEER. REMOVAL AND DISPOSAL SHALL BE PAID FOR AS A SUBSIDIARY OBLIGATION OF ITEM 408A-052. PLANING EXISTING PAVEMENT.
204. DEPTH OF LEVELING ON SHOULDERS VARIES TO MATCH FINISHED EDGE OF PAVEMENT. TONNAGE CALCULATED AT APPROXIMATELY 185 LBS/SY.
205. THE SUBGRADE IN THE WIDENED AREAS SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER. ROADBED PROCESSING IS WAIVED.
206. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INVENTORY ALL IN-PLACE STRIPING, MARKINGS, AND LEGENDS AND REFERENCE THE LOCATIONS, SO THAT ALL REQUIRED STRIPING, MARKINGS, AND LEGENDS SHALL BE PLACED BACK IN THE SAME LOCATIONS AS THEY WERE BEFORE RESURFACING OPERATIONS BEGAN. THE WORK INVOLVED IN INVENTORYING AND REFERENCING SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 701A-227. IF IN-PLACE STRIPING, MARKINGS AND LEGENDS DIFFER FROM REQUIREMENTS ON STANDARD DRAWINGS, THE DIVISION TRAFFIC ENGINEER SHALL BE NOTIFIED BEFORE WORK BEGINS.
207. ITEM 408A-052, PLANING EXISTING PAVEMENT. PLANING SHALL BE COVERED WITH WEARING SURFACE LAYER ON THE SAME DAY'S WORK. NO TRAFFIC SHALL BE ALLOWED TO TRAVEL ON THE PLANED SURFACE.
208. THE CONTRACTOR SHALL REMOVE THE IN-PLACE END ANCHORS AND COMPLETE ANY NECESSARY GRADING AT THE LOCATION OF END ANCHORS. AFTER FILLS HAVE BEEN COMPLETED, PLACE REQUIRED END ANCHORS.
209. THE CONTRACTOR WILL BE ALLOWED TO EXCAVATE ONLY THAT PORTION OF THE TRENCH FOR SAFETY WIDENING THAT CAN BE FILLED WITH BITUMINOUS BASE LAYER BY THE END OF EACH DAY'S WORK.
210. PAVEMENT MARKERS ON ALL MAINLINE LANE-LINES SHALL BE PLACED 40'-0" ON CENTER.

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO Agreement - Resolution No. 4584
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PROJECT NOTES

211. WIDENING SHALL BE PLACED ONLY IN AREAS AS SHOWN ON THE TYPICAL SECTIONS OR AS DIRECTED BY THE ENGINEER.
212. THE REQUIRED WIDENING IS FOR SAFETY PURPOSES ONLY, TRAFFIC STRIPING SHALL BE PLACED ON ROADWAY FOR NORMAL 12 FOOT LANES.
213. ANY EXTRA EXCAVATED MATERIAL THAT IS NOT USED TO FLUSH OUT THE SHOULDERS SHALL BE DISPOSED OF BY THE CONTRACTOR. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 327D-021, BITUMINOUS CONCRETE PAVEMENT WIDENING.
214. THE BUILDUP USED FOR MEDIAN CROSSOVERS SHALL BE :
 - ITEM 424A-370, SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, WIDENING, $\frac{3}{4}$ MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (185 LBS/SY)
 - ITEM 408A-052, PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE APPROXIMATELY 1.50")
215. ITEM 327D-021, PLANT MIX BITUMINOUS BASE, WIDENING, MIX 2, SHALL BE PLACED IN ONE LAYER UP TO 6" THICK (599 LBS/SY).
216. WHERE EXISTING PAVEMENT IS TO BE WIDENED 2 FEET INTO THE IN-PLACE UNPAVED SHOULDER, THE REMOVED SHOULDER MATERIAL SHALL BE USED TO DRESS AND CONFORM TO THE IN-PLACE SHOULDER SLOPES / FRONT SLOPES, AND SHALL BE TEMPORARY MULCHED. THIS WORK SHALL BE ACCOMPLISHED IN THE SAME DAY AS THE WIDENING IS PLACED. THE DRESSING AND THE TEMPORARY MULCHING SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 327D-021, BITUMINOUS CONCRETE PAVEMENT WIDENING. IF THE CONTRACTOR ELECTS TO AND THERE IS NO OTHER GRADING REQUIRED IN THE AREA, THE CONTRACTOR MAY FINAL DRESS THE WIDENED AREA WHICH WOULD ALLOW THE SEEDING AND MULCHING TO BE PAID FOR WITH THE APPROPRIATE PAY ITEM.
217. THE CONTRACTOR WILL BE RESPONSIBLE FOR CLEANING AND THE CLEARING AWAY ANY AND ALL DEBRIS FROM THE INLETS LOCATED ON SR-3 (US-31). THIS WORK WILL BE DONE AFTER THE COMPLETION OF RESURFACING SR-3. THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 424A-361, SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER.
218. ANY EXISTING ASPHALT WHICH OVERLAPS INTO THE EXISTING GUTTER SHALL BE REMOVED AS DIRECTED BY THE ENGINEER. THIS REMOVAL SHALL BE PAID FOR AS A SUBSIDIARY OBLIGATION OF ITEM 408A-052, PLANING EXISTING PAVEMENT.
219. ONCE THE EXISTING GUARDRAIL HAS BEEN REMOVED FROM THE BRIDGE RAIL, THE CONTRACTOR SHALL HAVE 5 CALENDER DAYS TO ATTACH THE TYPE 13 END ANCHORS TO THE NEW BRIDGE RAIL RETROFIT. DURING THE TIMEFRAME THE BRIDGE RAIL IS EXPOSED, THE APPROACH SHALL BE PROTECTED BY A CHANNELIZING DRUM WITH A TYPE 'B' WARNING LIGHT, ITEM 7401-002.
220. ITEM 408A-052, PLANING EXISTING PAVEMENT, SHALL BE COVERED WITH WEARING SURFACE LAYER WITHIN 14 DAYS. THE CONTRACTOR SHALL COORDINATE OPERATIONS SO THAT THE PLANING IS PERFORMED PROIR TO THE PLACEMEMNT OF ANY REQUIRED WIDENING.
221. ITEM 701G252, SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (RUMBLE STRIPE) (5' WIDE), SHALL BE PLACED AT THESE LOCATIONS: MP 267.489 (SBR), MP 267.712 (SBR), MP 268.037 (SBR) AND MP 268.757 (SBR).

PROJECT NOTES

300. THE FOLLOWING QUANTITIES HAVE BEEN INCLUDED FOR TURNOUTS, DRIVEWAYS AND MEDIAN CROSS OVERS:
- | | |
|----------------|--------------|
| ITEM 405A-000: | 886 GALS |
| ITEM 408A-052: | 12647 SQ YDS |
| ITEM 424A-370: | 1165 TONS |
301. 500 TONS, ITEM 424B-658, LEVELING, HAS BEEN SET UP TO BE USED AS DIRECTED BY THE ENGINEER.
302. 500 TONS, ITEM 424B-655, PATCHING, HAS BEEN SET UP TO BE USED AS DIRECTED BY THE ENGINEER.
303. ALL PATCHING SHALL BE IN ACCORDANCE WITH ITEM 410.03(c)2 AND SUBARTICLE 410.09(d) AND COMPLETED PRIOR TO RESURFACING. PATCHES SHALL BE A MINIMUM WIDTH OF 6'-0" AND A MINIMUM DEPTH OF 4". THE EXACT LOCATION, WIDTH, LENGTH AND DEPTH SHALL BE DETERMINED BY THE ENGINEER.
304. 3445 LIN FT OF ITEM 665Q-002, WATTLE, 711 LIN FT OF ITEM 665J-002, SILT FENCE, AND 600 EACH OF ITEM 665G-000, SANDBAGS HAVE BEEN SET UP TO BE USED AS DIRECTED BY THE ENGINEER.
305. IF A DROP OFF OCCURS IN A TRANSVERSE DIRECTION DURING THE CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL BE REQUESTED TO CONSTRUCT A TEMPORARY BITUMINOUS WEDGE AS DIRECTED BY THE ENGINEER. THE WORK, IF REQUIRED, SHALL BE PAID FOR AS ITEM 424A-361.
306. BEFORE BEGINNING ANY EXCAVATION, THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY DRAINAGE, UTILITY LINES, ELECTRICAL DUCTS, OR UNDERDRAIN OUTLETS IN THE VICINITY AND SHALL CONDUCT HIS WORK IN SUCH A MANNER AS TO AVOID DAMAGE TO THE SAME.
307. ITEM 650A-000 TOPSOIL WILL BE PLACED APPROXIMATELY 4" THICK AT DESIGNATED LOCATIONS AS SHOWN ON SHEET 3G AS NEEDED AND AS DIRECTED BY THE ENGINEER.
308. THE STANDARD CONDITIONS ON SHEET 5-5I ARE DEVELOPED IN CONFORMANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA). THE LOCATIONS AND TYPE OF STANDARD CONDITIONS FOR EACH REQUIRED CURB RAMP IS IDENTIFIED ON SHEETS 5J-5W. IN THE EVENT THAT THE PHYSICAL CONSTRAINTS WARRANT A MODIFICATION OR A COMBINATION OF STANDARD CONDITIONS, THEY SHALL BE INSTALLED IN CONFORMANCE WITH ADA OR AS DIRECTED BY THE ENGINEER.
309. THE COST FOR REMOVAL AND DISPOSAL OF IN-PLACE SIDEWALK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 618A-000, CONCRETE SIDEWALK, 4" THICK.
310. THE COST FOR REMOVAL AND DISPOSAL OF IN-PLACE CURB, GUTTER, OR COMBINATION CURB & GUTTER SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 623C-004, COMBINATION CURB & GUTTER, TYPE C (SPECIAL).
311. THE CONTRACTOR SHALL TRANSITION ALL REQUIRED CURB AND GUTTER, AND GUTTERS TO MATCH EXISTING CURB AND GUTTER, AND GUTTERS. THE TRANSITION SHALL OCCUR WITHIN THE LAST 10 FEET OF THE REQUIRED ITEM OR AS DIRECTED BY THE ENGINEER. THE COST OF THIS TRANSITION SHALL BE A SUBSIDIARY OBLIGATION OF THE ITEM BEING PLACED.

PROJECT NOTES

312. ANY DAMAGE TO IN-PLACE PAVING, CURB AND GUTTER, SIDEWALK, GRASSING, ETC. SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AT NO COST TO THE PROJECT.
313. TEMPORARY TRAFFIC CONTROL MARKINGS SHALL BE USED FOR STOP LINES ONLY. 4 INCH TEMPORARY STRIPE SHALL BE USED FOR A TEMPORARY CHANNELIZING STRIPE AS DIRECTED BY THE ENGINEER.
314. 113 EACH, ITEM 665P-005, INLET PROTECTION HAS BEEN SET UP TO BE USED AS DIRECTED BY THE ENGINEER.
315. 549 SQ YDS OF ITEM 515D-000, APPLICATION OF BRIDGE DECK SEALANT AND 27 GALLONS OF ITEM 515C-000, BRIDGE DECK SEALANT HAS BEEN SET UP TO BE PLACED ON CONCRETE BRIDGE DECK. ALL TRAFFIC STRIPE REMOVAL SHALL BE A SUBSIDIARY TO ITEM 515C-000, BRIDGE DECK SEALANT. SEE SHEET 3D AS NEEDED AND AS DIRECTED BY THE ENGINEER.
316. THE COST FOR INSTALLING TRUNCATED DOMES SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 618A-000, CONCRETE SIDEWALK, 4" THICK.
317. THE CONTRACTOR SHALL REMOVE THE IN PLACE CONCRETE CURB AND COMPLETE ANY NECESSARY EXCAVATION REQUIRED TO INSTALL 629E-015, BRIDGE RAIL RETROFIT, TYPE SC (CB). THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF 629E-015.
318. 560 SQ YDS OF ITEM 654A-001, SOLID SODDING, HAS BEEN SET UP TO BE PLACED AT GUARDRAIL END ANCHOR LOCATIONS OR AS DIRECTED BY THE ENGINEER. THE PLACEMENT OF SOLID SODDING SHALL BE PLACED WITHIN THREE DAYS AFTER INSTALLATION OF GUARDRAIL END ANCHORS.
319. STRIPPING OF EXISTING TOPSOIL IS NOT REQUIRED BEFORE PLACING FILL FOR GUARDRAIL END ANCHOR INSTALLATION. THE CONTRACTOR SHALL SCARIFY THE IN-PLACE SOIL TO THE SATISFACTION OF THE ENGINEER. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 210D-001, BORROW EXCAVATION.
320. ANY STEEL CABLES THAT ARE TO BE REMOVED WHICH ARE NOT A PART OF THE END ANCHOR REMOVAL SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 206E-008, REMOVING GUARDRAIL END ANCHORS (ALL TYPE).
321. 200 CU YDS OF ITEM 210D-001, BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT), HAS BEEN SET UP TO BE USED AS DIRECTED BY THE ENGINEER FOR GUARDRAIL END ANCHOR INSTALLATION.
322. THE MAXIMUM LENGTH OF THE ATTENUATOR SHALL BE 12 FEET. ANY REQUIRED CURB REMOVAL FOR INSTALLATION OF ATTENUATORS SHALL BE A SUBSIDIARY OBLIGATION TO ITEM 720A-020, VEHICULAR IMPACT ATTENUATOR ASSEMBLY (UNIDIRECTIONAL, TL-2).
323. REMOVAL OF ANY MISCELLANEOUS ITEMS FOR WHICH THERE IS NO SPECIFIC PAY ITEM SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 206E-008, REMOVING GUARDRAIL END ANCHORS (ALL TYPE), ITEMS TO BE REMOVED THAT ARE NOT IDENTIFIED BEFORE CONSTRUCTION SHALL BE REMOVED IN ACCORDANCE WITH THE REQUIREMENTS FOR EXTRA WORK GIVEN IN ARTICLE 105.03 OF THE STANDARD SPECIFICATIONS.

PROJECT NOTES

400. THE CONTRACTOR SHALL CONTACT THE CITY OF VESTAVIA BEFORE ANY PLANING OPERATIONS. IN ORDER THAT THEY MAY ADJUST TRAFFIC CONTROLLER BOXES TO PREPARE FOR THE LOSS OF LOOPS.
401. ONLY LOOPS THAT ARE DAMAGED DURING PLANING OPERATIONS SHALL BE REPLACED.
402. DUE TO THE AIR QUALITY STATUS FOR THE BIRMINGHAM URBANIZED AREA (ALL OF JEFFERSON AND SHELBY COUNTIES), THE CONTRACTOR WILL NOT BE ALLOWED TO CLOSE TRAFFIC LANES DURING THE DAYLIGHT HOURS ON OZONE ALERT DAYS (RED OR HIGHER DAYS) FROM APRIL 1ST, THROUGH SEPTEMBER 30TH.
800. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THE LOCATION OF ANY REQUIRED GUARDRAIL, SIGNS, FOOTINGS OF ANY NATURE AND/OR ELECTRICAL/COMMUNICATIONS CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THESE UTILITIES. UTILITY LINE LOCATE REQUESTS WILL BE LIMITED TO INCREMENTS NOT TO EXCEED 2000 LINEAR FEET PER WORKING DAY OPERATION. MULTIPLE LOCATE REQUESTS WILL BE REQUIRED FOR PROJECTS GREATER THAN 2000 LINEAR FEET IN LENGTH.

PROJECT NOTES

900. THE FOLLOWING INFORMATION IS FURNISHED FOR THE CONVENIENCE OF THE CONTRACTOR. ALABAMA DEPARTMENT OF TRANSPORTATION DISCLAIMS ANY AND ALL WARRANTY FROM DAMAGES RESULTING FROM INACCURATE INFORMATION.

LOCATION:

MP 266.332 TO MP 269.550 SR-3 (US-31)

EXISTING PAVEMENT SURFACE LAYER: 424A WEARING LAYER

<u>%</u>	<u>DESCRIPTION</u>	<u>SOURCE</u>
29 %	# 89 LIMESTONE	VMC-DOLCITO QUARRY, TARRANT, AL
25 %	-1/2" STEEL SLAG	DUNN CONSTR. 35TH ST CRUSHER; B'HAM, AL
25 %	SANDSTONE SAND	WILBURNE QUARRY; BREMEN, AL
1 %	BAGHOUSE	PLANT
20 %	RAP	STOCKPILE #04-3-1 (TARRANT-1/2")

GRADATION OF AGGREGATE:

<u>SIEVE</u>	<u>% PASSING</u>
1-1/2"	-
1"	-
3/4"	-
1/2"	100
3/8"	96
# 4	65
# 8	48
# 16	37
# 30	28
# 50	22
# 100	8
# 200	5.0

PERCENT ASPHALT = 5.40% *

LA ABRASION = 13B%

*4.40% PG 76-22 MUST BE ADDED TO THE MIX. THE REMAINING 1.00% COMES FROM THE RAP.

901. A NOTICE OF INTENT FOR NPDES PERMIT COVERAGE HAS BEEN FILED WITH ADEM FOR THIS PROJECT.

TRAFFIC SIGNAL PLAN NOTES

REV 08/16/10

IN THE EVENT CONFLICTS OCCUR BETWEEN THE PROJECT TRAFFIC SIGNAL NOTES AND THE MUTCD, THE MUTCD WILL GOVERN.

○ NOTES THAT APPLY TO THIS PROJECT.

500. WHEN THE CONTROLLER IS IN THE FLASHING MODE, THE VEHICULAR SIGNAL HEADS SHALL FLASH YELLOW ON (ENTER US ROUTE, STATE ROUTE, OR STREET NAME), RED ON ALL CROSS STREETS, AND RED ON PROTECTED LEFT TURNS.
501. ALL EXISTING TRAFFIC CONTROL EQUIPMENT, TEMPORARY OR PERMANENT, WHICH IS THE PROPERTY OF THE STATE INCLUDING SIGNAL HEADS, CONTROLLERS, POLES AND MISCELLANEOUS HARDWARE SHALL BE REMOVED UPON COMPLETION OF THE NEW TRAFFIC INSTALLATION AND STORED TO COMPLY WITH SECTION 730.03 OF THE STANDARD SPECIFICATIONS.
502. ALL EXISTING TRAFFIC CONTROL EQUIPMENT WHICH IS THE PROPERTY OF (ENTER CITY OR COUNTY) INCLUDING SIGNAL HEADS, CONTROLLERS, POLES AND MISCELLANEOUS HARDWARE SHALL BE REMOVED UPON COMPLETION OF THE NEW TRAFFIC CONTROL INSTALLATION. EQUIPMENT SHALL BE STORED TO COMPLY WITH SECTION 730.03 OF THE STANDARD SPECIFICATIONS.
503. THE POWER SOURCE SHOWN ON THE PLANS IS APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTORS TO DETERMINE THE EXACT LOCATION OF THE POWER SOURCE AND SHORTEST AND MOST DIRECT ROUTE TO SERVE THE CONTROLLER AND TRAFFIC SIGNAL LUMINAIRES.
504. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES TO LOCATE ALL OVERHEAD AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR DAMAGES TO THE UTILITIES CAUSED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY COMPANY. THE CONTRACTOR SHALL BEAR ALL COSTS TO REPAIR ANY AND ALL DAMAGES TO THE UTILITIES CAUSED BY THE CONTRACTOR.
505. EACH REQUIRED TRAFFIC SIGNAL STRAIN POLE MAY VARY IN HEIGHT. THE CONTRACTOR SHALL ASCERTAIN THAT ALL POLE HEIGHTS ARE SUFFICIENT TO PROVIDE EACH VEHICULAR SIGNAL HEAD THE CLEARANCE SHOWN IN THE STANDARD DETAIL. THE CONTRACTOR SHALL PROVIDE EXTENSIONS FOR MOUNTING VEHICULAR SIGNALS WHEN NECESSARY.
506. EACH MAST ARM MAY VARY IN LENGTH. THE CONTRACTOR SHALL ASCERTAIN THAT ALL MAST ARM LENGTHS ARE SUFFICIENT TO PROVIDE EACH VEHICULAR SIGNAL HEAD LANE POSITION THAT CONFORMS TO THE MUTCD. THE MAST ARM SHALL BE MOUNTED AT A HEIGHT SO THAT THE VEHICULAR SIGNAL HEADS TO COMPLY WITH THE CLEARANCE SHOWN ON THE STANDARD DRAWINGS. THE CONTRACTOR SHALL PROVIDE EXTENSIONS FOR MOUNTING SIGNALS WHEN NECESSARY.
507. THE CONTRACTOR SHALL LOCATE EACH REQUIRED VEHICULAR SIGNAL HEAD ON THE (ENTER MAST ARM OR SPAN WIRE) TO INSURE THAT THE VEHICULAR SIGNAL HEAD IS LOCATED IN THE APPROACH LANE FOR WHICH IT APPLIES. LOCATION OF VEHICULAR SIGNAL HEADS SHALL CONFORM TO THE MUTCD.
508. FROM THE DATE TIME CHARGE BEGINS THE CONTRACTOR SHALL ASSUME TOTAL RESPONSIBILITY FOR ALL EXISTING, TEMPORARY, AND NEW TRAFFIC SIGNAL INSTALLATIONS ON THE PROJECT. THE CONTRACTOR SHALL CONTINUE THE OPERATION AND MAINTENANCE OF ALL TRAFFIC SIGNALS UNTIL THE ENTIRE NEW PERMANENT TRAFFIC SIGNAL INSTALLATION IS OPERATIONAL AND ACCEPTED BY ALDOT.

TRAFFIC SIGNAL PLAN NOTES

○ NOTES THAT APPLY TO THIS PROJECT.

509. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT NEW TRAFFIC SIGNAL INSTALLATIONS AS INDICATED ON THE PROJECT PLANS AND IN THE SPECIFICATIONS, ARE COMPLETELY OPERATIONAL BEFORE REMOVING EXISTING TRAFFIC SIGNAL EQUIPMENT.
510. THE CONTRACTOR, WITHOUT EXTRA COMPENSATION, SHALL BE RESPONSIBLE TO INSURE THE CONTINUAL OPERATION AND MAINTENANCE OF THE EXISTING AND TEMPORARY TRAFFIC SIGNALS DURING THE PERIOD OF CONSTRUCTION. MAINTAINING CONTINUAL OPERATION SHALL INCLUDE THE RELOCATION OF VEHICULAR SIGNAL HEADS DURING CONSTRUCTION AND THE MATERIALS AND LABOR NECESSARY TO INSURE THE CONTINUAL OPERATION OF THE SIGNAL EQUIPMENT AT ALL TIMES.
511. WHEN EXISTING LOOP WIRE AND VEHICLE LOOP DETECTORS ARE TO BE RETAINED AND REUSED, OR RELOCATED IN A NEW CONTROLLER ASSEMBLY CABINET, THE CONTRACTOR SHALL ASCERTAIN THE MANUFACTURER AND MODEL NUMBER OF EXISTING DETECTOR AMPLIFIERS AND PROVIDE A NEW WIRING HARNESS COMPLETELY WIRED IN THE CONTROLLER CABINET FOR EACH EXISTING DETECTOR AMPLIFIER.
512. THE ALABAMA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO RESPOND TO TRAFFIC SIGNAL MALFUNCTIONS IN EMERGENCIES OR NATURAL DISASTER. IN DOING SO THE CONTRACTORS LIABILITY AND RESPONSIBILITY RELATED TO MAINTAINING THE TRAFFIC SIGNAL SYSTEM OR UNIT REMAINS IN EFFECT.
513. THE QUANTITIES AND MATERIALS INDICATED ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY ACTUAL QUANTITIES AND MATERIALS.
514. THE TRAFFIC SIGNAL STRAIN POLE LOCATION(S) INDICATED IN THE PLANS ARE APPROXIMATE. THE CONTRACTORS SHALL ASCERTAIN THAT THE FINAL POLE LOCATION(S) PROVIDE THE VEHICULAR SIGNAL HEADS POSITIONS SO THAT DISTANCES TO THE STOP LINES CONFORM TO THE MUTCD. WHEN PEDESTRIAN SIGNAL HEADS AND/OR PEDESTRIAN CROSSWALKS ARE INVOLVED THE SAME SAID POLE LOCATION(S) SHALL ALSO CONFORM TO THE RELATIVE SECTIONS OF THE MUTCD. THE CONTRACTOR SHALL COORDINATE THE POLE LOCATION(S) WITH THE ENGINEER.
515. WHEN TIMINGS ARE NOT INCLUDED IN THE PLAN ASSEMBLY FOR TIME BASE OR CLOSED LOOP SYSTEMS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL ENGINEER TO CALCULATE SYSTEM TIMINGS. THE COST OF CALULATING SYSTEM TIMINGS SHALL BE A SUBSIDIARY OBLIGATION OF 730C.
516. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL ENGINEER TO INPUT THE TIMINGS AND IMPLEMENT THE FINE TUNING OF TIMINGS. THE COST OF INPUTTUNG AND FINE TUNING TIMINGS SHALL BE A SUBSIDIARY OBLIGATION OF 730C.
517. THE {ENTER DIVISION TRAFFIC ENGINEER, CITY OF ENGINEER, OR COUNTY OF ENGINEER) SHALL BE RESPONSIBLE FOR IMPUTTING AND FINE TUNING (ENTER EITHER INTERSECTIONS OR THE SYSTEM) TIMINGS.
518. IN PLACES WHERE THE EXISTING SPAN WIRE HAS SAGGED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE WIRE SO THAT SIGNAL HEADS COMPLY WITH THE CLEARANCE ON THE STANDARD DRAWINGS. A SUBSIDIARY OBLIGATION OF ITEM 730C.

TRAFFIC SIGNAL PLAN NOTES

○ NOTES THAT APPLY TO THIS PROJECT.

519. BALANCE ADJUSTERS SHALL BE INSTALLED ON TRAFFIC SIGNAL HEADS AS REQUIRED FOR PROPER AIM AT THE DIRECTION OF THE ENGINEER ON AN APPROACH CASE BASIS. THE CONTRACTORS SHALL ENSURE THAT THE SIGNAL HEADS ARE ALIGNED SO THAT THEY ARE $2\frac{1}{2}$ DEGREES OF APPROACHING TRAFFIC AT OR AROUND THE ADVANCED DETECTOR ON THE MAIN ROUTE OR A DISTANCE EQUAL TO THE 5 SECONDS BASED ON APPROACH SPEED FOR THE SIDE STREET(S).
520. BEFORE CUTTING THE REQUIRED LOOP IN THE PAVEMENT, ANY EXISTING LOOPS LOCATED IN THAT AREA SHALL BE SAWED INTO TWO (2) TIMES AND QUADRUPOLE LOOPS THREE (3) TIMES (LONG SIDE) TO PREVENT FALSE READINGS WHEN THE REQUIRED LOOPS ARE PLACED INTO THE PAVEMENT.
521. TRAFFIC SIGNAL MARKING TAPE SHALL BE BURIED OVER CONDUIT OR CONDUCTORS. THE TAPE SHALL BE 4-INCH POLYETHYLENE, RED IN COLOR WITH A BLACK LEGEND.
522. BACKPLATES SHALL BE INSTALLED AS REQUIRED ON THE TRAFFIC SIGNAL LAYOUT SHEET.
523. ON ALL LOOPS THE CONTRACTOR SHALL BE REQUIRED TO PERFORM A LEAKAGE TO GROUND TEST USING A MEG-OHM METER WITH 500 VOLTS APPLIED. THE LOOPS SHALL ALSO BE TESTED AFTER THE LEADS (HOME RUN) ARE PULLED TO THE AMPLIFIER TO DETECT ANY DAMAGE DONE BY INSTALLATION. THIS SAME TEST SHALL BE PERFORMED BY A STATE INSPECTOR CHECKING FOR LEAKAGE. ANY LOOP FAILING TO READ 100 MEGS OR BETTER WILL NOT BE ACCEPTED AND SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
524. LOOP DETECTOR WIRE SHALL BE ONE CONTINUOUS RUN WITHOUT SPLICES.
525. WHEN PVC CONDUIT IS USED FROM THE CONTROLLER TO THE STEEL STRAIN POLE OR MAST ARM POLE, THE CONTRACTOR SHALL BOND THE CONTROLLER TO THE POLE WITH A #6-1C BONDING CABLE.
526. LAMPS USED IN TRAFFIC SIGNAL HEADS SHALL BE LED'S, ANTI-SWAY LAMP DESIGN SHALL BE USED.
527. WHEN REQUIRED BY THE PLANS, ALL DESKTOP COMPUTERS SHALL BE INSTALLED BY THE CONTRACTOR AT LOCATIONS SPECIFIED BY THE PROJECT ENGINEER.
528. THE CONTRACTOR SHALL PROVIDE A SET OF AS-BUILT PLANS TO THE ALDOT DIVISION TRAFFIC ENGINEER.
529. A NOTICE OF REGISTRATION FOR NPDES PERMIT COVERAGE HAS NOT BEEN FILED WITH ADEM FOR THIS PROJECT.
530. LOOP DETECTOR WIRE SHALL BE TYPE USE-2, TYPE RHH, OR TYPE RHW-2 XLP, HAVE A SINGLE CONDUCTOR THAT IS SOFT ANNEALED STRANDED WIRE OF NOT LESS THAN 98% CONDUCTIVITY. ALL LOOP DETECTOR WIRES SHALL HAVE AN INSULATION THICKNESS OF 0.045 INCH (45 MILS). THE OUTER JACKET SHALL BE SURFACE PRINTED INDICATING THE MANUFACTURER, NATIONAL RESEARCH TESTING LABORATORY LISTING, MAXIMUM RATED VOLTAGE, AWG SIZE, AND THE PROPER TYPE LETTER OR LETTERS FOR THE TYPE OF WIRE EVERY TWO FEET (0.6M) OR LESS.

99-303-371-003-401

2014

2W

TRAFFIC CONTROL NOTES

REV 4-15-2013

○ DENOTES NOTES THAT APPLY TO THIS PROJECT

700. THE TRAFFIC CONTROL PLAN IS DEVELOPED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, 2009 EDITION. THE TRAFFIC CONTROL DEVICES INDICATED REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES, THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE M.U.T.C.D. PART 6 AS DIRECTED BY THE ENGINEER. COST SHALL BE PAID FOR UNDER THE APPROPRIATE PAY ITEM.
701. ALL BLACK ON ORANGE CONSTRUCTION SIGNS SHALL BE FABRICATED USING TYPES IV OR VIII FLUORESCENT ORANGE REFLECTIVE SHEETING MATERIAL FOR THE SIGN BACKGROUND.
702. DURING NON-WORKING HOURS NO EQUIPMENT OR MATERIAL SHALL BE PARKED OR STORED CLOSER THAN 30 FEET TO THE EDGE OF ANY ROADWAY CARRYING TRAFFIC. WHEN THIS IS NOT PRACTICAL, IT SHALL BE PLACED IN AN AREA DESIGNATED BY THE ENGINEER AND DELINEATED BY REFLECTORIZED DRUMS. THIS INCLUDES STORAGE OF TRAFFIC CONTROL DEVICES SUCH AS TRAILER MOUNTED OR OTHER TEMPORARY SIGNS, BARRICADES, DRUMS, ETC., WHICH ARE NOT IN USE DURING NON-WORKING HOURS. TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT. (SEE SKETCH ON SHEET 8)
703. WHERE THE LOCATION OF A REQUIRED SIGN FALLS IN A DRIVEWAY, SIDEWALK, BRIDGE, ETC. OR WHERE THE VISIBILITY OF A SIGN IS LIMITED TO THE TRAVELING PUBLIC, THE LOCATION SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER.
704. THE CONTRACTOR IS TO REMOVE, RELOCATE OR COVER DURING CONSTRUCTION AND THEN RESET OR UNCOVER UPON COMPLETION OF A PARTICULAR SECTION ANY CONFLICTING IN-PLACE ROADWAY SIGNS AND DELINEATORS, AS DIRECTED BY THE ENGINEER. SIGNS REQUIRING REMOVAL SHALL BE STOCKPILED AS DIRECTED BY THE ENGINEER AND SHALL BECOME PROPERTY OF THE ALDOT. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.
705. DURING ALL PHASES OF WORK, NON-APPLICABLE PAVEMENT STRIPING OR MARKINGS SHALL BE REMOVED AND APPROPRIATE PAVEMENT STRIPING OR MARKINGS SHALL BE PLACED AS EXPEDITIOUSLY AS PRACTICAL, BUT IN ALL CASES, SHALL BE IN PLACE BY NIGHTFALL ON ANY ROADWAY CARRYING TRAFFIC, EXCEPT ON SHORT TERM OPERATIONS WHERE IT IS DETERMINED BY THE ENGINEER, THAT SUCH REMOVAL AND REPLACEMENT IS MORE HAZARDOUS THAN LEAVING EXISTING MARKINGS IN PLACE. COST OF ANY REMOVAL SHALL BE PAID FOR UNDER ITEM 701D OR AS A SUBSIDIARY OBLIGATION OF ITEM 701C.
706. OMITTED
707. THE CONTRACTOR SHALL PLACE ALL ADVANCE WARNING SIGNS BEFORE PROCEEDING WITH HIS WORK. SIGNS SHALL BE PLACED IN ORDER, IN THE DIRECTION OF TRAFFIC AND REMOVED IN REVERSE ORDER.
708. ALL VEHICLES, EQUIPMENT, PERSONNEL (EXCEPT FLAGGERS), AND THEIR ACTIVITIES, ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

TRAFFIC CONTROL NOTES

○ DENOTES NOTES THAT APPLY TO THIS PROJECT

709. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.
710. CONSTRUCTION SIGNS MOUNTED ON TEMPORARY SUPPORTS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5 FEET.
711. FLAGGERS SHALL BE PROPERLY ATTIRED, EQUIPPED WITH STAFF MOUNTED STOP/SLOW PADDLES IN SIGHT OF EACH OTHER, OR HAVE DIRECT COMMUNICATION AT ALL TIMES. FLAGGER STATION LOCATION MAY BE VARIED FROM THOSE SHOWN BASED ON ROADWAY ALIGNMENT AND CONDITIONS AT THE TIME OF THE LANE CLOSURE.
712. FLAGGERS ARE TO BE USED WHEN DIRECTED BY THE ENGINEER. SIGNS SHALL BE PLACED AT THE APPROPRIATE TIME, AND SHALL BE COVERED OR REMOVED WHEN FLAGGERS ARE NOT ON DUTY AND DURING NON-WORKING HOURS.
713. FOR MOVING OPERATIONS, THE TRAFFIC CONES MAY BE DELETED IF THE FLAGGERS ARE IN SIGHT OF EACH OTHER, OR IF A PILOT CAR IS USED ON A TWO LANE ROADWAY.
714. OMITTED
715. ALL CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES, AND CONTRACTOR'S EQUIPMENT NOT IN OPERATION, SHALL BE PARKED A MINIMUM OF THIRTY (30) FEET FROM THE TRAVELED WAY DURING WORKING HOURS, AS NOT TO CREATE A HAZARD.
716. THE TRAFFIC CONTROL PLAN IS NOT ALL INCLUSIVE. THE TCP PROVIDES SEVERAL DETAILED DRAWINGS INDICATING THE TRAFFIC CONTROL NECESSARY FOR THE DIFFERENT CONSTRUCTION ACTIVITIES ANTICIPATED FOR THIS PROJECT. THE CONTRACTOR SHALL SELECT THE DETAILED DRAWING THAT BEST FITS THE ACTIVITY TO BE PERFORMED.
717. OMITTED
718. REQUIRED TEMPORARY ROUTE MARKER ASSEMBLIES THAT ARE TO BE LOCATED IN THE VICINITY OF EXISTING ROUTE MARKERS SHOULD BE PLACED ALONG SIDE OF THOSE ALREADY IN PLACE. SOME EXISTING ROUTE MARKERS MAY HAVE TO BE COVERED OR REMOVED, AS DIRECTED BY THE ENGINEER. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.
719. OMITTED
720. ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER.
721. OMITTED
722. OMITTED
723. THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE SAFETY OF PEDESTRIAN TRAFFIC CROSSING THE WORK ZONES DURING CONSTRUCTION.
724. OMITTED

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2Y

TRAFFIC CONTROL NOTES

○ DENOTES NOTES THAT APPLY TO THIS PROJECT

725. ALL SIGNS SHALL BE POST-MOUNTED IF THE WORK PERIOD EXCEEDS FOUR DAYS. EXCEPT FOR THOSE SIGNS WHICH ARE MOUNTED ON BARRICADES. FOR REPEATED DAY OPERATIONS, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS AND REMOVED AT THE COMPLETION OF THE DAY'S OPERATION.
726. OMITTED
727. DURING THE WIDENING OR RESURFACING OF ANY ROADWAY CARRYING TRAFFIC, THE CONTRACTOR SHALL ADVISE THE MOTORISTS OF ANY EDGE OF PAVEMENT DROP-OFFS 3 INCHES OR GREATER BY PLACING SHOULDER DROP-OFF SIGNS EVERY 1/2 MILE BEGINNING PRIOR TO THE WIDENING OR RESURFACING. REQUIRED SHOULDER WORK TO ELIMINATE THE DROP-OFFS SHALL BE PURSUED IN AN EXPEDITIOUS MANNER FOLLOWING THE WIDENING AND/OR RESURFACING.
728. A DIFFERENCE IN ELEVATION OF APPROXIMATELY 2 INCHES OR LESS AT THE CENTERLINE MAY BE ALLOWED DURING NON-WORKING HOURS WITHOUT ADDITIONAL TRAFFIC CONTROL. SPECIAL CONDITIONS MAY EXIST WHERE PROTECTION SHOULD BE PROVIDED WHERE THE DIFFERENCE IS 2 INCHES OR LESS.
729. SIGNS ON TEMPORARY SUPPORTS ARE TO BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED OR AT THE COMPLETION OF THE DAY'S OPERATION.
730. OMITTED
731. OMITTED
732. CHANNELIZING DRUMS SHOULD BE PLACED ON 10 FOOT INTERVALS IN RADII.
733. CHANNELIZING DRUMS PLACED TO PROTECT COMPLETED WORK NOT OPEN TO TRAFFIC, SHOULD BE SPACED AT 50 FOOT INTERVALS.
734. CHANNELIZING DRUMS PLACED IN THE EXCAVATED AREA AHEAD OF PAVING OPERATIONS, SHOULD BE SPACED AT 50 FOOT INTERVALS.
735. CHANNELIZING DRUMS PLACED ON PAVEMENT DURING WORKING HOURS SHALL BE SHIFTED TO THE EDGE OF SHOULDER DURING NON-WORKING HOURS AND DURING PEAK PERIODS.
736. CHANNELIZING DRUMS SHOULD BE PLACED ON 25 FOOT INTERVALS THROUGHOUT ALL TAPERS.
737. CHANNELIZING DEVICES SHALL EXTEND TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
738. OMITTED
739. THE QUANTITIES SHOWN IN THE TRAFFIC CONTROL SUMMARY BOX ARE CONSIDERED TO BE THE MINIMUM REQUIREMENT FOR HANDLING TRAFFIC AT ANY GIVEN TIME DURING CONSTRUCTION.
740. LIGHTWEIGHT TYPE B WARNING LIGHTS (WEIGHING 3.3 POUNDS OR LESS) WITH DETACHABLE HEADS MAY BE USED ON DRUMS IN SPECIAL SITUATIONS AS SHOWN ON THE PLANS. TYPE B WARNING LIGHTS WITH DETACHABLE HEADS USED ON BARRICADES SHALL BE LIGHTWEIGHT (WEIGHING 3.3 POUNDS OR LESS). ANY HEAVYWEIGHT WARNING LIGHTS ON BARRICADES MUST BE CERTIFIED BY THE VENDOR AS TO CRASHWORTHINESS OF THE BARRICADE AND WARNING LIGHT COMBINATION.

TRAFFIC CONTROL NOTES

○ DENOTES NOTES THAT APPLY TO THIS PROJECT

741. FOR DIVIDED ROADWAYS, THE REQUIRED ADVANCE WARNING SIGNS SHALL BE POSTED ON BOTH THE RIGHT AND LEFT SIDE OF THE ROADWAY.
742. THE CONTRACTOR SHALL CLOSE THE LANE ADJACENT TO THE WORK AREA ANYTIME WORK OUTSIDE THE EXISTING TRAVEL LANES ENCROACHES WITHIN 2 FEET OF THE EXISTING EDGE OF PAVEMENT.
743. OMITTED
744. THE TRANSITION TAPER LENGTH (L) IS SHOWN IN TABLE 6C-4, AND THE BUFFER LENGTH IS SHOWN IN TABLE 6C-2 OF THE MUTCD, PART 6, 2009 EDITION.
745. OMITTED
746. UNEVEN LANES SIGNS SHALL BE COVERED OR REMOVED WHEN NO UNEVEN PAVEMENT CONDITIONS EXIST.
747. MOVING OPERATIONS SHALL BE CONFINED TO ONE LANE IN THE DIRECTION OF TRAFFIC.
748. R16-3 AND R16-3a SIGNS SHALL BE REQUIRED FOR EVERY PROJECT ON STATE ROUTES AND INTERSTATE HIGHWAYS. THEY SHALL BE POSTED AT THE BEGINNING AND END OF THE PROJECT. AN R2-1 SIGN SHALL ALWAYS BE REQUIRED FOLLOWING AN R16-3 SIGN. ADDITIONAL R16-3 SIGNS SHALL BE POSTED AT MAXIMUM THREE MILE INTERVALS THROUGHOUT THE PROJECT LIMITS. ADDITIONAL R16-3 SIGNS SHALL BE REQUIRED WITH A W3-5b SIGN AND R2-1 SIGN WHENEVER A REDUCTION IN SPEED IS REQUIRED.
749. WHEN A CONSTRUCTION WORK ZONE SPEED LIMIT REDUCTION IS REQUIRED, THE CONTRACTOR SHALL COVER OR REMOVE THE R2-1 (REGULATORY SPEED SIGNS) AND THE W3-5b (REDUCED SPEED AHEAD) SIGNS AT THE END OF THE WORK DAY UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
750. DURING REPLACEMENT OF GUARDRAIL AND/OR GUARDRAIL END ANCHORS, A REFLECTORIZED DRUM WITH A LIGHTWEIGHT TYPE B WARNING LIGHT (WEIGHING 3.3 POUNDS OR LESS) SHALL BE PLACED BEFORE THE END OF ANY EXPOSED GUARDRAIL AT NIGHT WHERE THE GUARDRAIL END ANCHOR CANNOT BE REPLACED IN ONE DAY'S TIME.
751. CONSTRUCTION SIGNS MOUNTED ON A SINGLE OR DUAL SQUARE TUBULAR OR U-CHANNEL POST SHALL BE INSTALLED AS SHOWN ON SPECIAL DRAWING NOS. IHS-710-21 AND IHS-710-23. SINGULAR OR DUAL 4 X 4 WOOD POSTS ARE CONSIDERED BREAKAWAY.

TRAFFIC CONTROL NOTES

○ DENOTES NOTES THAT APPLY TO THIS PROJECT

752.

THE CONTRACTOR AND THE CONSTRUCTION ENGINEER SHALL DISCUSS AND PLAN FOR THE HANDLING OF TRAFFIC FOR ALL HOLIDAYS BEFORE ANY WORK BEGINS. UNLESS OTHERWISE PRE-APPROVED BY THE DIVISION ENGINEER, THE FOLLOWING SHALL HOLD:

THE CONTRACTOR SHALL NOT HAVE A LANE CLOSURE DURING THE FOLLOWING PERIODS UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR ALDOT:

FOR CHRISTMAS AND NEW YEARS DAY:

FROM 11:59 PM DECEMBER 23 THROUGH 11:59 PM JANUARY 2.

FOR NATIONAL MEMORIAL DAY AND LABOR DAY:

FROM 12:00 NOON THE FRIDAY BEFORE THE HOLIDAY THROUGH 11:59 PM
THE DAY OF THE HOLIDAY.

FOR INDEPENDENCE DAY (THE 4TH OF JULY)

FROM 12:00 NOON THE DAY BEFORE THE HOLIDAY THROUGH 11:59 PM
THE DAY OF THE HOLIDAY.

FOR THANKSGIVING DAY:

FROM 12:00 NOON THE WEDNESDAY BEFORE THANKSGIVING DAY THROUGH
11:59 PM THE SUNDAY FOLLOWING THANKSGIVING DAY.

ANY OTHER STATE HOLIDAYS WILL BE HANDLED AS APPROVED BY THE
PROJECT ENGINEER.

THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL
GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS
OR EVENTS NOT LISTED ON ALDOT'S LIST OF OFFICIAL STATE HOLIDAYS.

753.

LANE CLOSURES WILL NOT BE ALLOWED DURING PEAK TRAFFIC HOURS, WHICH
ARE FROM 6:00 AM TO 7:00 PM SUNDAY THROUGH SATURDAY.

754.

ONLY ONE LANE CLOSURE PER DIRECTION OF TRAVEL SHALL BE PERMITTED
AT ANY TIME AND THE LENGTH OF LANE CLOSURE SHALL NOT EXCEED 2 MILES.
CHANNELIZING DEVICES MUST BE MOVED UP PERIODICALLY TO KEEP LANE CLOSURE
TO A MINIMUM. THE LANE CLOSURE AT NO TIME SHALL BE MORE THAN 1000 LIN FT
BEHIND OPERATIONS.

755.

PAYMENT FOR TRAFFIC CONTROL ITEMS WILL BE FOR THE MAXIMUM USED AT ANY
ONE TIME DURING THE DURATION OF THE CONTRACT, EXCEPT WHEN ALTERNATE
SIGN PANELS ARE REQUIRED FOR PROPER HANDLING OF THE TRAFFIC. IN SUCH
CASE BOTH ALTERNATE PANELS WILL BE MEASURED FOR PAYMENT ONLY ONE TIME
DURING THE DURATION OF THE CONTRACT.

756.

PORTABLE CHANGEABLE MESSAGE SIGNS SHALL BE PLACED AT LOCATIONS AS
DIRECTED BY THE ENGINEER.

757.

R16-3 AND R16-3A SIGNS SHALL BE REQUIRED FOR EVERY PROJECT ON STATE
ROUTES. THEY SHALL BE TEMPORARY MOUNTED AT THE BEGINNING AND END OF
THE WORK AREA. AN R2-1 SIGN SHALL ALWAYS BE REQUIRED FOLLOWING AN
R16-3 SIGN.

758.

THE EQUIPMENT USED TO CONSTRUCT THE BRIDGE RETROFIT SHALL TRAVEL IN
THE DIRECTION OF TRAFFIC.

PROJECT NOTES: 202,203,213,216,217,218,
300,301,302,304,305,309,310,315,316,
317,318,319,320,321,323

Agreement - Resolution No. 4584

SUMMARY OF QUANTITIES

19-MAR-2014 13:11 Y:\M\I\3\RESUR\FAC\ING\RESUR\F 2014\REFER\SUM9-303-371-003-402.1000603030303 Summary n box sheet's.dgn

TOTAL	ITEM NO	UNIT	DESCRIPTION
4	206E008	EACH	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)
1	209A000	EACH	MAILBOX RESET, SINGLE
200	210D001	CUBIC YARD	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)
250	305B077	TON	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE
1496	327D021	TON	PLANT MIX BITUMINOUS BASE, WIDENING, MIX 2
10419	405A000	GALLON	TACK COAT
17	407B000	MILE	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT
144258	408A052	SQUARE YARD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)
1	410H000	EACH	MATERIAL REMIXING DEVICE
9206	424A361	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D
1691	424A367	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D
1789	424A370	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, WIDENING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D
500	424B655	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D
500	424B658	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D
13854	428C000	LINEAR FOOT	SCORING BITUMINOUS PAVEMENT SURFACE BY CUTTING
27	515C000	GALLON	BRIDGE DECK SEALANT
549	515D000	SQUARE YARD	APPLICATION OF BRIDGE DECK SEALANT
1	600A000	LUMP SUM	MOBILIZATION
2297	610D003	SQUARE YARD	FILTER BLANKET, GEOTEXTILE
486	618A000	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK
494	623C004	LINEAR FOOT	COMBINATION CURB AND GUTTER, TYPE C (SPECIAL)
191	629E015	LINEAR FOOT	BRIDGE RAIL RETROFIT, TYPE SC (CB)
4	630C003	EACH	GUARDRAIL END ANCHOR, TYPE 13
4	630C050	EACH	GUARDRAIL END ANCHOR, TYPE 20 SERIES
1901	631C001	LINEAR FOOT	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2 RESET
80	650A000	CUBIC YARD	TOPSOIL
8531	654A001	SQUARE YARD	SOLID SODDING (BERMUDA)
600	665G000	EACH	SAND BAGS
711	665J002	LINEAR FOOT	SILT FENCE
711	665O001	LINEAR FOOT	SILT FENCE REMOVAL

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3	SHEET NO

SUMMARY OF QUANTITIES

PROJECT NOTES: 206.219.304.314.322

TOTAL	ITEM NO	UNIT	DESCRIPTION
113	665P005	EACH	INLET PROTECTION, STAGE 3 OR 4
3445	665Q002	LINEAR FOOT	WATTLE
1	698A000	LUMP SUM	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$)
9	701A227	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)
7	701A230	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)
7	701A239	MILE	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)
14821	701B207	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)
13	701C000	MILE	BROKEN TEMPORARY TRAFFIC STRIPE
5	701C001	MILE	SOLID TEMPORARY TRAFFIC STRIPE
148	701G142	LINEAR FOOT	BROKEN WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)
148	701G146	LINEAR FOOT	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)
148	701G154	LINEAR FOOT	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)
1920	701G252	LINEAR FOOT	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (RUMBLE STRIPE)
13753	703A002	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A
2264	703B002	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A
3726	703D001	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL MARKINGS
52	705A030	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C
798	705A031	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A
104	705A037	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D
2	720A020	EACH	VEHICULAR IMPACT ATTENUATOR ASSEMBLY (UNIDIRECTIONAL, TL-2)
36682	730H001	LINEAR FOOT	LOOP WIRE
810	740B000	SQUARE FOOT	CONSTRUCTION SIGNS
221	740D000	EACH	CHANNELIZING DRUMS
2	740I002	EACH	WARNING LIGHTS, TYPE B
2	741C010	EACH	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

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SUMMARY OF QUANTITIES

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REQUIRED PERMANENT TRAFFIC STRIPE & TEMPORARY TRAFFIC STRIPE

LOCATION SR-3 (US-31) MP TO MP	701A-227 SOLID WHITE, CLASS 2 TYPE A TRAFFIC STRIPE (5" WIDE)	701A-230 SOLID YELLOW, CLASS 2 TYPE A TRAFFIC STRIPE (5" WIDE)	701A-239 BROKEN WHITE, CLASS 2 TYPE A TRAFFIC STRIPE (5" WIDE)	701B-207 DOTTED, CLASS 2 TYPE A TRAFFIC STRIPE (5" WIDE)	701C-000 BROKEN TEMP TRAFFIC STRIPE	701C-001 SOLID TEMP TRAFFIC STRIPE	701G-252 SOLID WHITE, CLASS 2 TYPE A TRAFFIC STRIPE (5" WIDE) (RUMBLE STRIP)	STANDARD DRAWINGS	REMARKS
	MILE	MILE	MILE	LIN FT	MILE	MILE	LIN FT		
266.257 - 269.580	8.86	6.400	6.400	14820.08			1919.05	A,B,C, D,E	
266.257 - 269.580					12.872	4.856		B,D,E	
TOTAL	9	7	7	14821	13	5	1920		

REQUIRED BRIDGE TRAFFIC STRIPE

LOCATION SR-3 (US-31) MP TO MP	701G-142 BROKEN WHITE, CLASS W TYPE A TRAFFIC STRIPE (5" WIDE)	701G-146 SOLID WHITE, CLASS W TYPE A TRAFFIC STRIPE (5" WIDE)	701G-154 SOLID YELLOW, CLASS W TYPE A TRAFFIC STRIPE (5" WIDE)	STANDARD DRAWINGS	REMARKS
	LIN FT	LIN FT	LIN FT		
266.575 - 266.585	105.60	105.60	105.60	B	(SBR)
266.579 - 266.587	42.24	42.24	42.24	B	(NBR)
TOTAL	148	148	148		

STANDARD DRAWINGS

- | | |
|----------------|--------------|
| (A) LTL-623 | (D) PS-701-3 |
| (B) IPS-701-7 | (E) PS-701-7 |
| (C) 623-N-SPEC | |

SUMMARY OF QUANTITIES

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REQUIRED LEGENDS & MARKINGS & RAISED PAVEMENT MARKERS

LOCATION SR-3 (US-31) MP TO MP	703A-002 TRAFFIC CONTROL MARKINGS CLASS 2 TYPE A	703B-002 TRAFFIC CONTROL LEGENDS CLASS 2 TYPE A	703D-001 TEMP TRAFFIC CONTROL MARKINGS CLASS 2 TYPE A	705A-030 PAVEMENT MARKERS CLASS A-H TYPE 2C	705A-031 PAVEMENT MARKERS CLASS A-H TYPE 1A	705A-037 PAVEMENT MARKERS CLASS A-H TYPE 2D	STANDARD DRAWINGS	REMARKS
	SO FT	SO FT	SO FT	EACH	EACH	EACH		
266.332 TO 269.550	13752.81	2263.41	3726.00				A	ARROWS. STOPLINES. CHANNELIZING LINES. ONLY. HATCHING
266.332 TO 269.550				52	798	104	B,C	
TOTAL	13753	2264	3726	52	798	104		

SPECIAL DRAWINGS

- (A) TCM-703
- (B) PM-705-1
- (C) PM-705-2

SUMMARY OF QUANTITIES

REQUIRED SUMMARY OF QUANTITIES

LOCATION SR-3 (US-31) MP TO MP	610D-003 FILTER BLANKET, GEOTEXTILE	654A001 SOLID SODDING. (BERMUDA)	665G-000 SAND BAGS	665J-002 SILT FENCE	665O-001 SILT FENCE REMOVAL	665P-005 INLET PROTECTION	665Q-002 WATTLE	STANDARD DRAWINGS	REMARKS
	SQ YD	SQ YD	EACH	LIN FT	LIN FT	EACH	LIN FT		
266.332 TO 269.550	2297	7971	600	711	711	113	3445	A.B.C.D.E.F.G. H.I.J.K.L.M.N. O.P.Q.R.S.T.U. V.W.X.Y.Z	
TOTAL	2297	7971	600	711	711	113	3445		

REQUIRED BRIDGE SEALANT

LOCATION SR-3 (US-31) MP TO MP	515C-000 BRIDGE DECK SEALANT	515D-000 APPLICATION OF BRIDGE DECK SEALANT	STANDARD DRAWINGS	REMARKS
	GALLON	SQ YD		
266.575 - 269.585	16	317		
266.579 - 269.587	11	232		
TOTAL	27	549		

SPECIAL DRAWINGS

- (A) ESC-100 (SHT 1 OF 2)
- (B) ESC-100 (SHT 2 OF 2)
- (C) ESC-200 (SHT 1 OF 4)
- (D) ESC-200 (SHT 2 OF 4)
- (E) ESC-200 (SHT 3 OF 4)
- (F) ESC-200 (SHT 4 OF 4)
- (G) ESC-300 (SHT 1 OF 7)
- (H) ESC-300 (SHT 2 OF 7)
- (I) ESC-300 (SHT 3 OF 7)
- (J) ESC-300 (SHT 4 OF 7)
- (K) ESC-300 (SHT 5 OF 7)
- (L) ESC-300 (SHT 6 OF 7)
- (M) ESC-300 (SHT 7 OF 7)
- (N) ESC-400 (SHT 1 OF 4)
- (O) ESC-400 (SHT 2 OF 4)
- (P) ESC-400 (SHT 3 OF 4)
- (Q) ESC-400 (SHT 4 OF 4)
- (R) ESC-501
- (S) ESC-502
- (T) ESC-503
- (U) ESC-504
- (V) ESC-505
- (W) ESC-506 (SHT 1 OF 2)
- (X) ESC-506 (SHT 2 OF 2)
- (Y) ESC-507
- (Z) ESC-508

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SUMMARY OF QUANTITIES

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SUMMARY OF REQUIRED QUANTITIES				
LOCATION SR-3 (US-31)	NO OF LOOPS	730H-001	SPECIAL DRAWINGS	REMARKS
		LOOP WIRE LIN FT		
VESTAVIA PARKWAY	14	3529	A	SEE SHEETS 2T-2V FOR TRAFFIC SIGNAL NOTES
MASSEY ROAD / PIZITZ DRIVE	23	7209		
VESTRIDGE DRIVE	9	2598		
CENTRAL ELEMENTARY SCHOOL	10	2562		
MERRYVALE ROAD	7	1545		
VESTHAVEN WAY	11	3152		
FOODWORLD ENTRANCE	13	2856		SEE SHEETS 4-4K FOR TRAFFIC SIGNAL LAYOUT
OLD CREEK TRAIL	13	2036		
CANYON ROAD	10	3102		
KENTUCKY AVENUE	10	3102		
LAUREL ROAD	9	2370		
SHADES CREST ROAD	13	2621		
TOTAL		36682		

SPECIAL DRAWINGS

(A) TSD-730-11

SUMMARY OF QUANTITIES

REQUIRED MAILBOX RESET				
LOCATION SR-3 (US-31)	DIRECTION OF TRAVEL	209A-000 MAILBOX RESET, SINGLE	SPECIAL DRAWINGS	REMARKS
		EACH		
266.694	NBR	1	A	
TOTAL		1		

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SHEET NO
3F

SPECIAL DRAWINGS

Ⓐ MB-209-1

SUMMARY OF QUANTITIES

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 3G

REQUIRED GUARDRAIL, GUARDRAIL END ANCHORS AND REMOVAL ITEMS

LOCATION SR-3 (US-31)	LEFT OR RIGHT	206E-008	210D-001	630C-003	630C-050	631C-001	650A-000	654A-001	SPECIAL DRAWINGS	REMARKS
		REMOVING END ANCHOR (ALL TYPES)	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	GUARDRAIL END ANCHOR TYPE 13	GUARDRAIL END ANCHOR TYPE 20 SERIES	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2 RESET	TOPSOIL	SOLID SODDING (BERMUDA)		
		EACH	CU YD	EACH	EACH	LIN FT	CU YD	SQ YD		
266.561-266.575	LEFT	2	100	2	2		40	280	A.B.C.D	NBR
266.585-266.597	LEFT	2	100	2	2		40	280	A.B.C.D	SBR
267.620-267.712	RIGHT					485.76				SBR
267.796-267.895	RIGHT					522.72				SBR
267.935-268.104	RIGHT					892.32				SBR
TOTALS		4	200	4	4	1901	80	560		

REQUIRED VEHICULAR IMPACT ATTENUATOR ASSEMBLY (UNIDIRECTIONAL, TL-2)

LOCATION SR-3 (US-31)	720A020	STANDARD DRAWINGS	REMARKS
	VEHICULAR IMPACT ATTENUATOR ASSEMBLY (UNIDIRECTIONAL, TL-2)		
		EACH	
266.585 (SBR)		1	LEFT
266.579 (NBR)		1	RIGHT
TOTALS		2	

SPECIAL DRAWINGS

- (A) GA-630-13
- (B) GA-630-20 (SHT 1 OF 3)
- (C) GA-630-20 (SHT 2 OF 3)
- (D) GA-630-20 (SHT 3 OF 3)
- (E) IA-720-K
- (F) IA-720-L
- (G) IA-720-M
- (H) IA-720-N
- (I) IA-720-Z
- (J) IA-720-P
- (K) IA-720-O
- (L) IA-720-T
- (M) IA-720-V
- (N) IA-720-W
- (O) IA-720-X

SUMMARY OF QUANTITIES

REQUIRED CURB RAMPS

LOCATION SR-3 (US-31)	INTERSECTION QUADRANT	CONDITION (See Sheets 5 - 51)							618A-000 CONCRETE SIDEWALK (4" THICK)	623C-004 COMBINATION CURB & GUTTER TYPE C (SPECIAL)	REMARKS	SPECIAL DRAWINGS
		I	II	III	V	VI	VII	VIII	SQ YD	LIN FT		
VESTAVIA PARK & VESTRIDGE DRIVE	NE.NW.SE.SW				4		2		60	32	TRUNCATED DOMES	A.B
AMERICAN SOCIETY & ROUNDHILL ROAD & VESTAVIA HILLS ELEM	NE.NW.SE.SW		2		1		2		50	44	TRUNCATED DOMES	
CANYON ROAD & BUSINESS ENTRANCES	NE.NW.SE.SW	2	7			3	1		130	138		
KENTUCKY AVENUE & BUSINESS ENTRANCES	NE.NW.SE.SW	2	1	4				1	80	118	TRUNCATED DOMES	
STEIN MART & BUSINESS ENTRANCES	NE.NW.SE.SW								4		TRUNCATED DOMES	
TYSON DRIVE & BUSINESS ENTRANCES	NE.NW.SE.SW	3				1		2	60	96	TRUNCATED DOMES	
VESTAVIA COURT & PAPA JOHN'S & BUSINESS ENTRANCES	NW.SW								4		TRUNCATED DOMES	
SOUTHWOOD ROAD & BUSINESS ENTRANCES	NE.NW.SE.SW								4		TRUNCATED DOMES	
CHESTNUT ROAD & PRIVATE DRIVEWAY & HICKORY ROAD	NE.SE								4		TRUNCATED DOMES	
TOTAL (SHEET 3G)		7	10	4	5	4	5	3	396	428		

SPECIAL DRAWINGS
 (A) 623-XY (B) SW-618

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

SHEET NO
3H

SUMMARY OF QUANTITIES

REQUIRED CURB RAMPS

LOCATION SR-3 (US-31)	INTERSECTION QUADRANT	CONDITION (See Sheets 5 - 5I)					618A-000 CONCRETE SIDEWALK (4" THICK)	623C-004 COMBINATION CURB & GUTTER TYPE C (SPECIAL)	REMARKS	SPECIAL DRAWINGS
		II	III	IV	V	VII	SQ YD	LIN FT		
BHAM INTERNATIONAL CHURCH	NW,SW	2					20	12	TRUNCATED DOMES	A.B
COBBLE HILL WAY	NW,SW		1				10	16	TRUNCATED DOMES	
MP 267.539 @ ZAXBY'S	NW,SW						2		TRUNCATED DOMES	
WALDRIDGE RD	NW,SW						2		TRUNCATED DOMES	
MP 267.958 @ VESTAVIA HILLS CENTRAL	NW,SW						2		TRUNCATED DOMES	
MP 268.037 @ MERRYVALE ROAD	NW,SW						2		TRUNCATED DOMES	
MP 268.080 @ DRIVEWAY	NW,SW						2		TRUNCATED DOMES	
MP 268.205 @ DRIVEWAY	NW,SW						2		TRUNCATED DOMES	
MP 268.271 @ CVS ENTRANCE	NW,SW						2		TRUNCATED DOMES	
MP 268.295 @ MATTRESS KING DRIVEWAY	NW,SW						2		TRUNCATED DOMES	
MP 268.359 @ ANNABELLE'S APOTHECARY	NW,SW						2		TRUNCATED DOMES	
MP 268.378 @ RED LOBSTER DRIVEWAY #1	NW,SW						2		TRUNCATED DOMES	
MP 268.403 @ RED LOBSTER DRIVEWAY #2	NW,SW						2		TRUNCATED DOMES	
MP 268.415 @ U-HAUL ENTRANCE #1	NW,SW						2		TRUNCATED DOMES	
TOTAL (SHEET 3H)		2	1				54	28		

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

SHEET NO
31

SPECIAL DRAWINGS
 (A) 623-XY (B) SW-618

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

SHEET NO
3J

REQUIRED CURB RAMPS

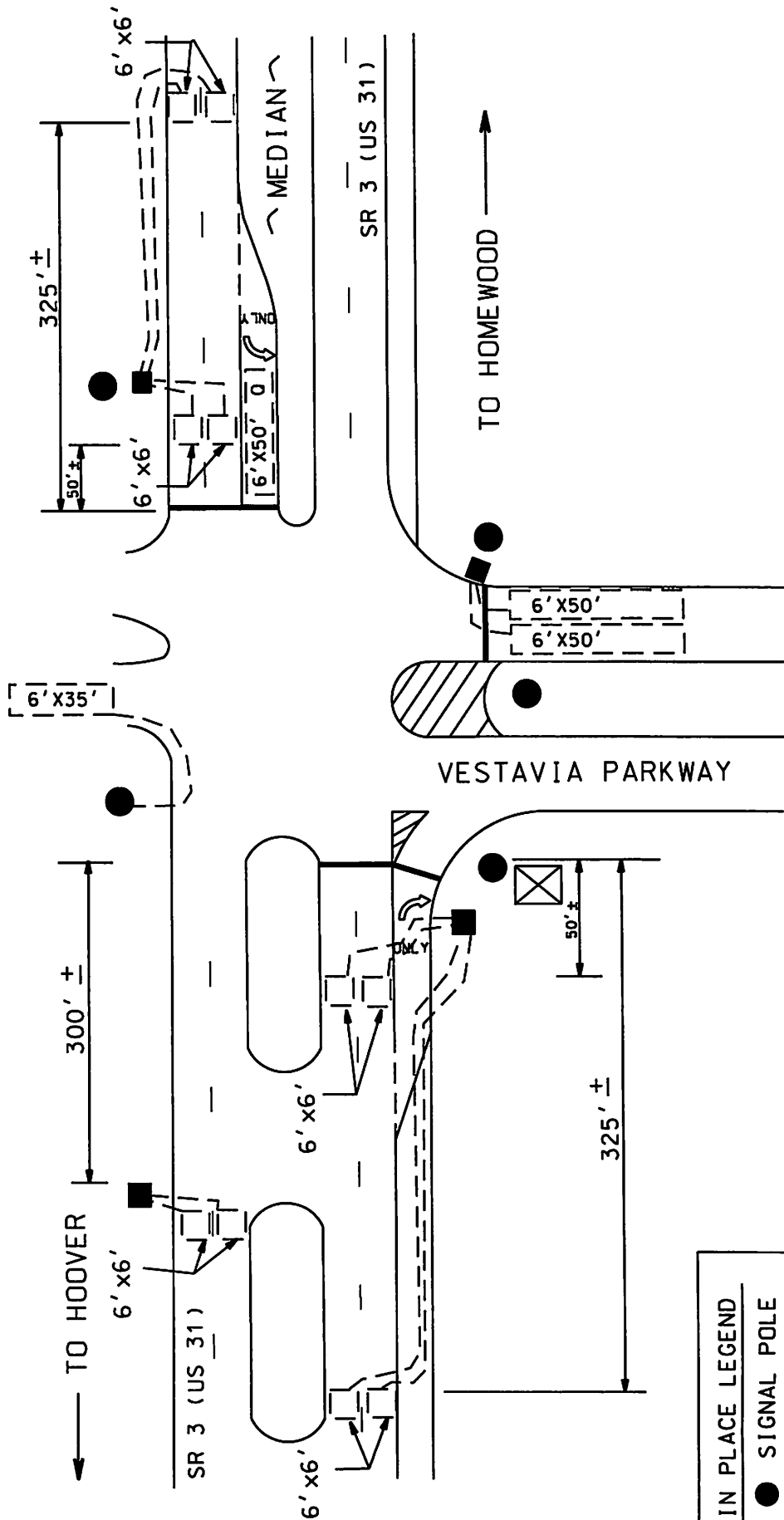
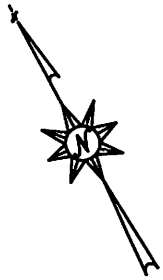
LOCATION SR-3 (US-31)	INTERSECTION QUADRANT	CONDITION (See Sheets 5 - 51)					618A-000 CONCRETE SIDEWALK (4" THICK)	623C-004 COMBINATION CURB & GUTTER TYPE C (SPECIAL)	REMARKS	SPECIAL DRAWINGS
		II	III	IV	V	VII	SQ YD	LIN FT		
MP 268.443 @ U-HAUL ENTRANCE #2	NW.SW						2		TRUNCATED DOMES	A.B
MP 268.475 @ LEONA WAY	NE.SW	1					2		TRUNCATED DOMES	
MP 268.474 @ OLD CREEK TRAIL	NW.SW						2		TRUNCATED DOMES	
MP 268.811 @ PUBLIX	NW.SW			1		1	20	32	TRUNCATED DOMES	
MP 268.830 @ UPS STORE	NW.SW	1					10	6	TRUNCATED DOMES	
TOTAL (SHEET 3I)		2		1		1	36	38		
GRAND TOTAL OF SHEETS 3G, 3H AND 3I							486	494		

SPECIAL DRAWINGS
 (A) 623-XY (B) SW-618

PROJECT NOTES: 400.401.402.504.
508.512.513.520.524.528.800

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ VESTAVIA PKWY & SR 3 (US 31)
MP 266.786



IN PLACE LEGEND	
●	SIGNAL POLE
□	TRAFFIC LOOP
⊗	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

NOT TO SCALE

REFERENCE PROJECT NO	FISCAL YEAR	Agreement - Resolution No. 4584 SHEET NO
99-303-371-003-401	2014	4

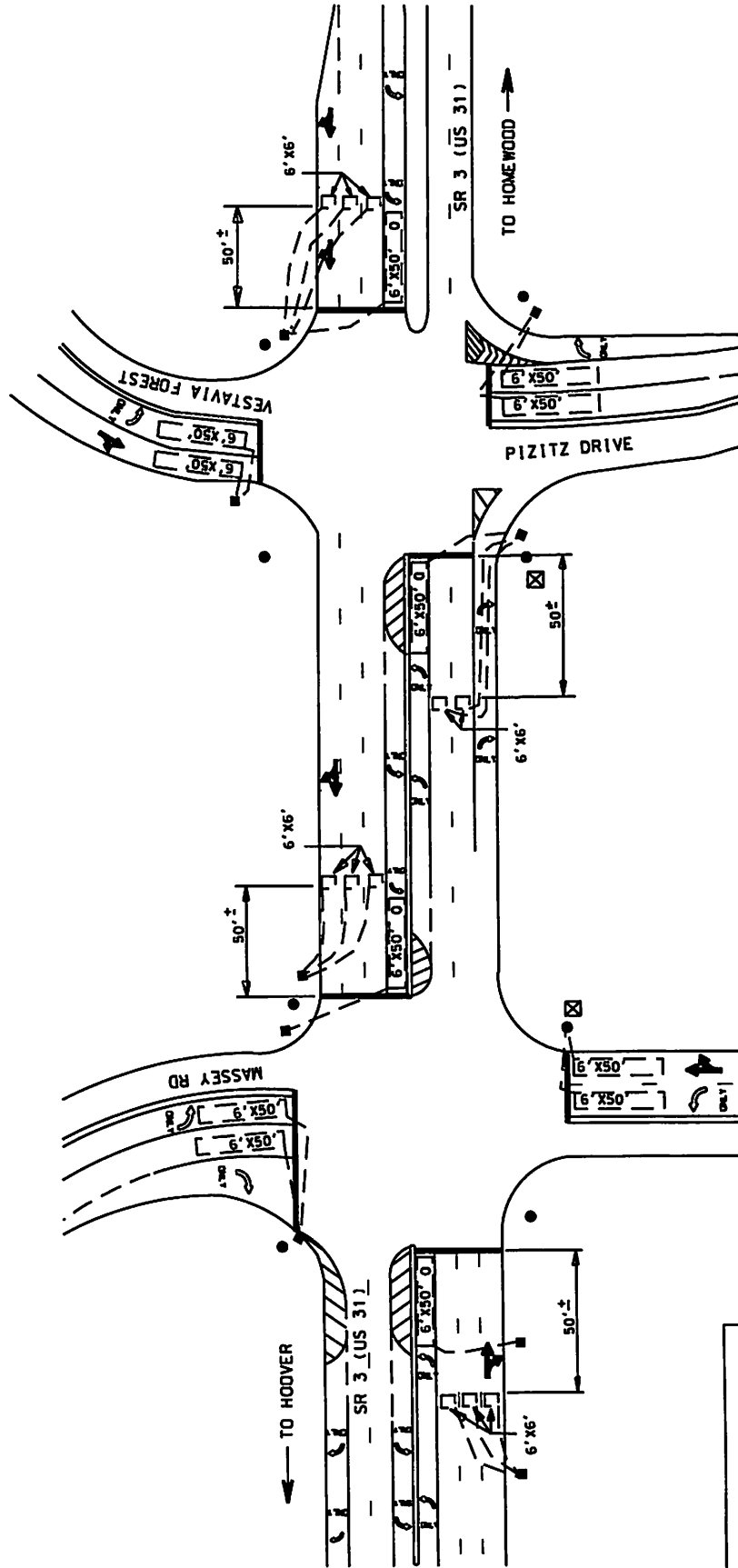
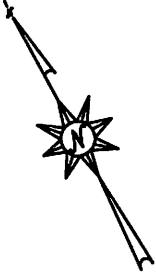
TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING

IN PLACE TRAFFIC LOOPS

MASSEY ROAD & PIZITZ DRIVE @ SR 3 (US 31)

MP 267.112 / MP 267.176



IN PLACE LEGEND

●	SIGNAL POLE
□	TRAFFIC LOOP
⊠	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

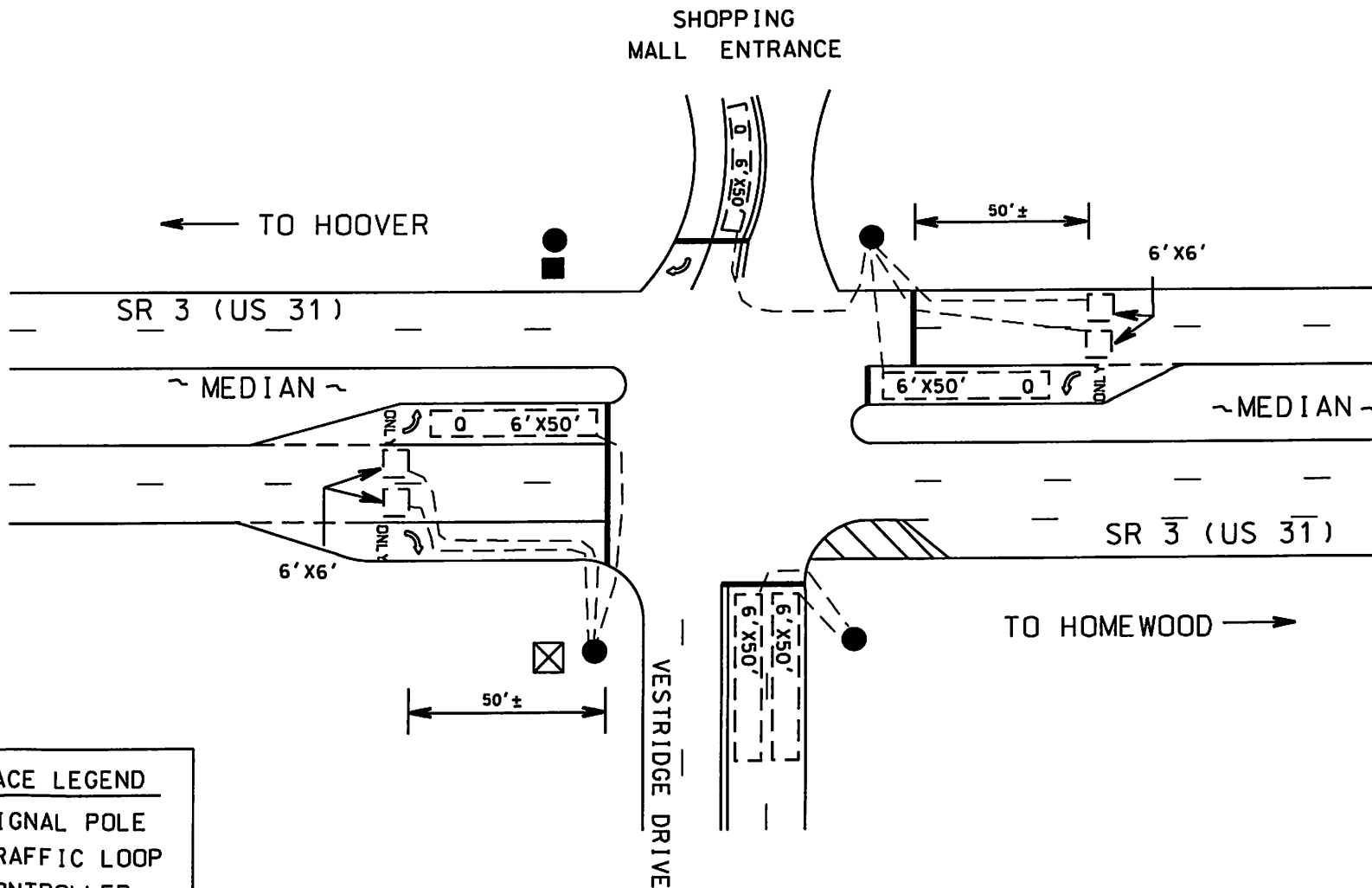
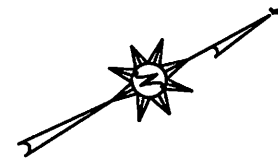
NOT TO SCALE

PROJECT NOTES: 400.401.402.504.
508.512.513.520.524.528.800

DR-YORK

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ VESTRIDGE DR & SR 3 (US 31)
MP 267.391



IN PLACE LEGEND	
●	SIGNAL POLE
▭	TRAFFIC LOOP
⊗	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

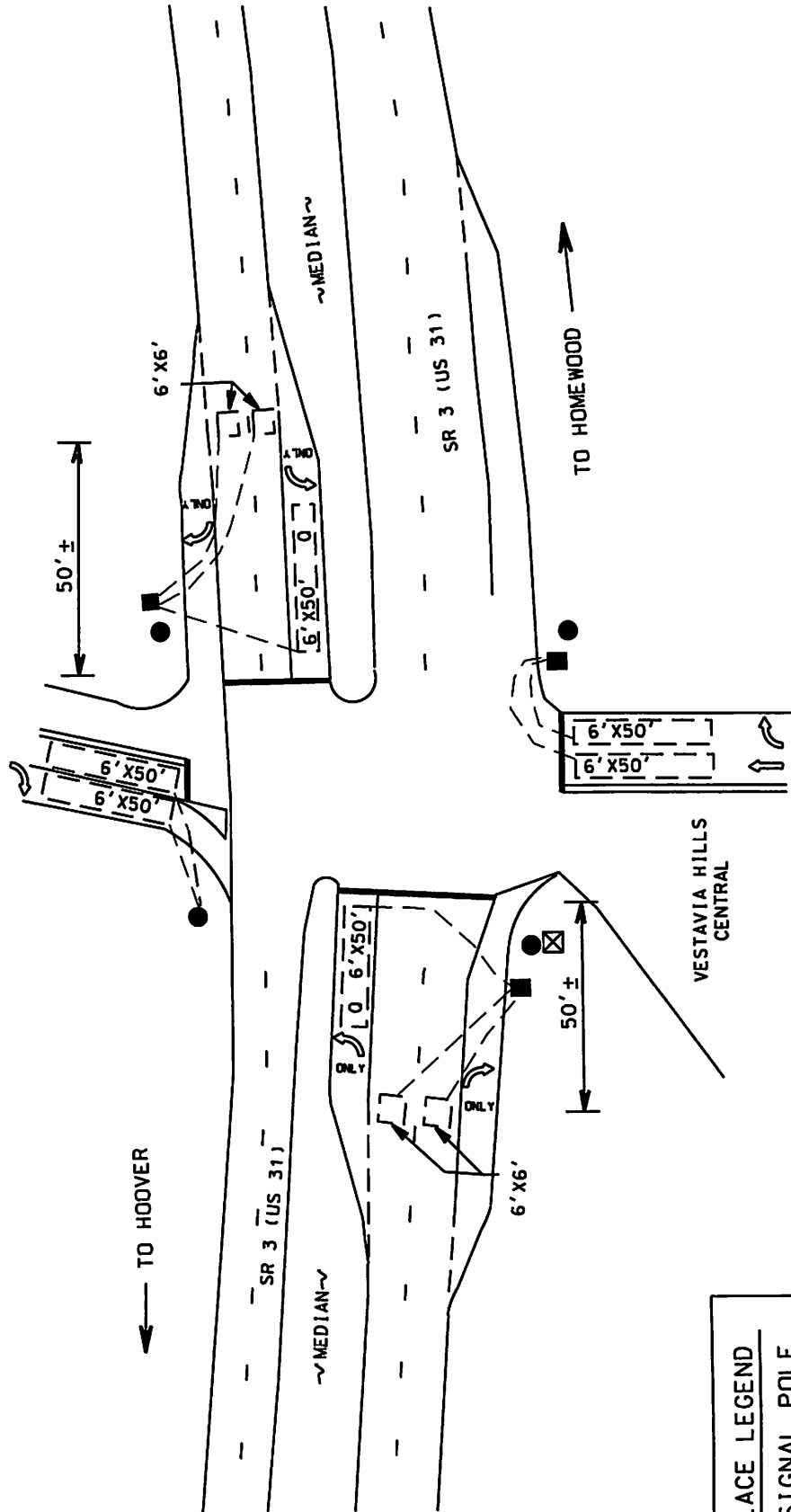
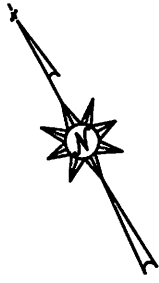
NOT TO SCALE

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
99-303-371-003-401	2014	4B

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ CENTRAL ELM SCHOOL & SR 3 (US 31)
MP 267.611

PROJECT NOTES: 400.401, 402, 504,
508, 512, 513, 520, 524, 528, 800



IN PLACE LEGEND

●	SIGNAL POLE
□	TRAFFIC LOOP
⊠	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

NOT TO SCALE

PROJECT NOTES: 400.401, 402, 504,
508, 512, 513, 520, 524, 528, 800

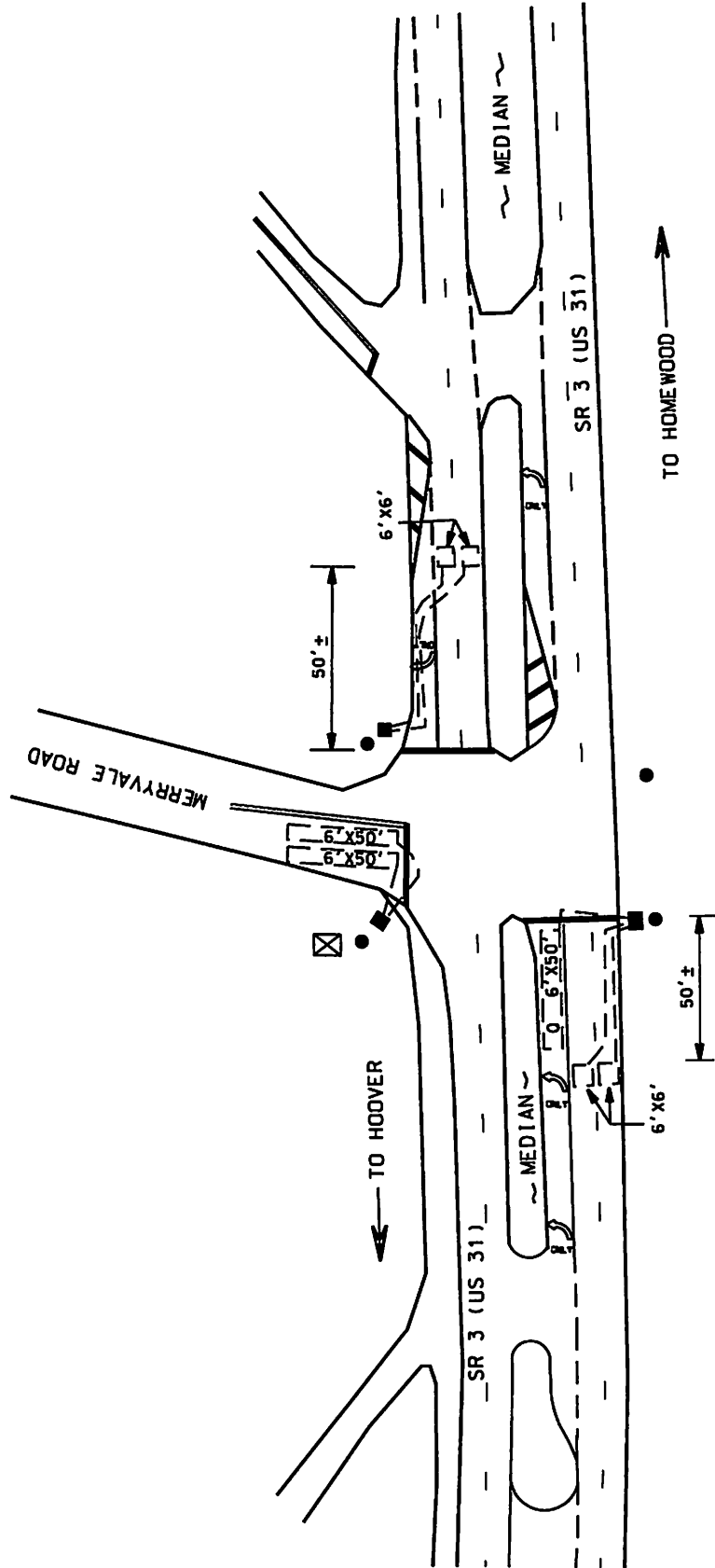
TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING

IN PLACE TRAFFIC LOOPS

@ MERRYVALE RD & SR 3 (US 31)

MP 268.037



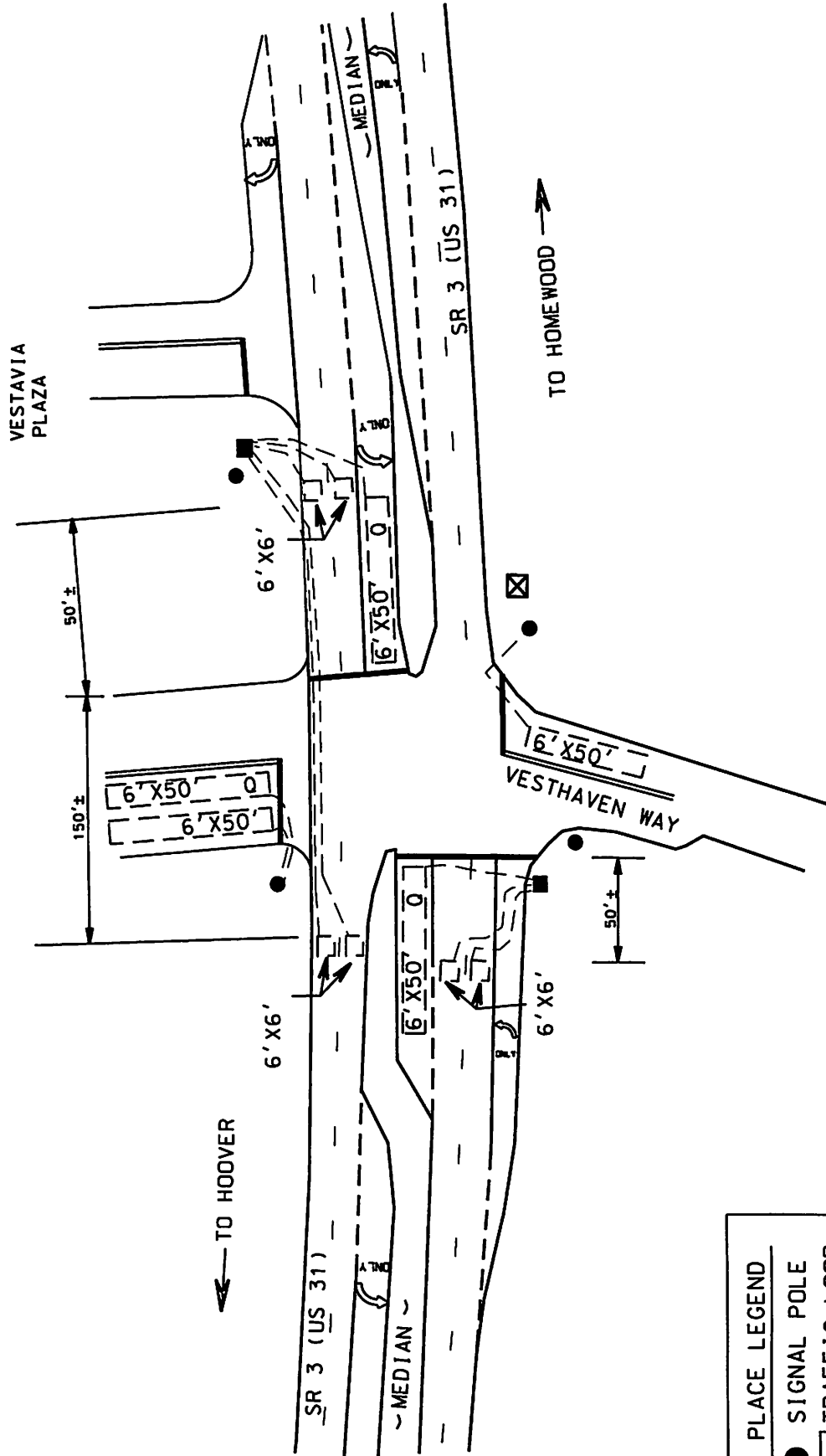
IN PLACE LEGEND

- SIGNAL POLE
- TRAFFIC LOOP
- ⊗ CONTROLLER
- JUNCTION BOX
- Q QUADRUPOLE

NOT TO SCALE

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ VESTHAVEN WAY & SR 3 (US 31)
MP 268.271



PROJECT NOTES: 400.401.402.504,
508.512.513.520.524.528.800

IN PLACE LEGEND

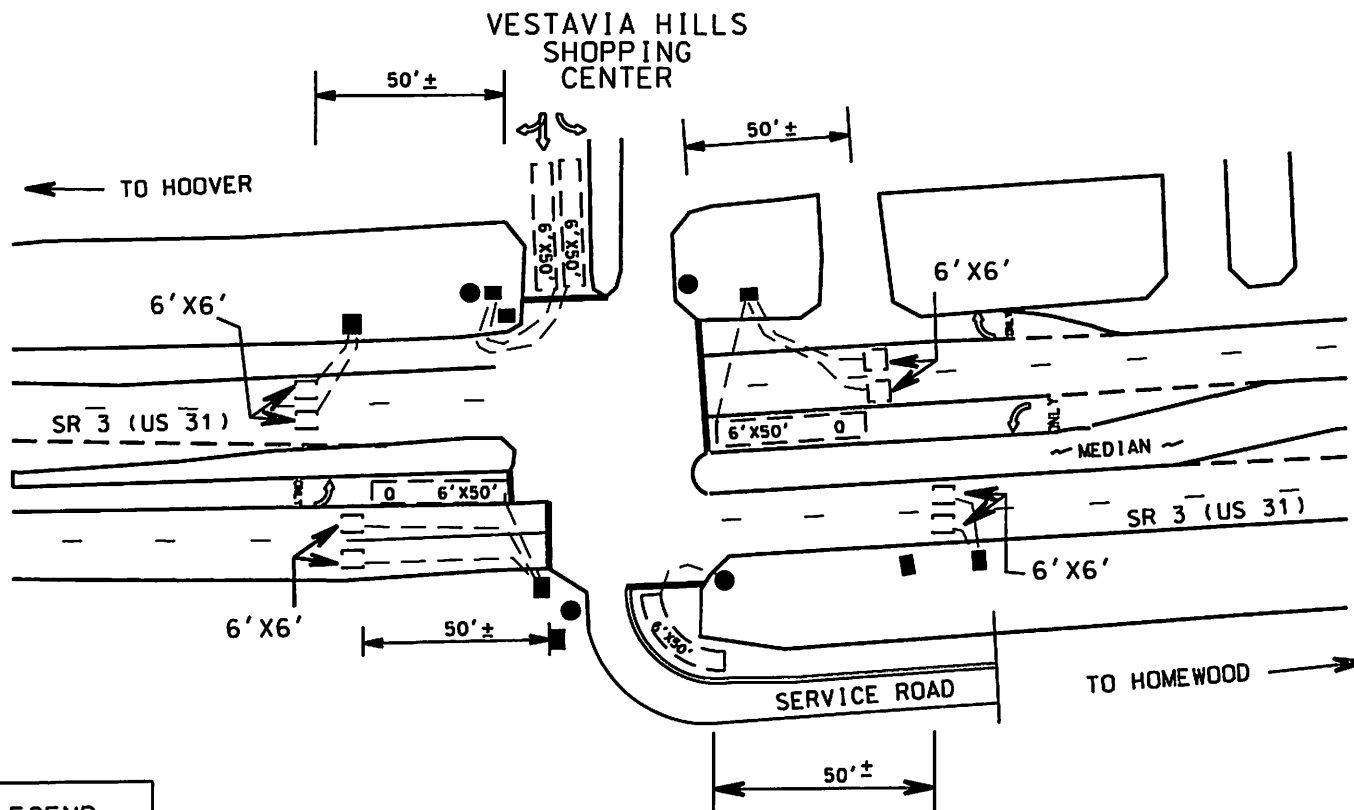
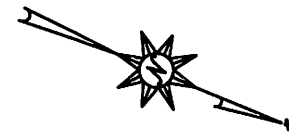
●	SIGNAL POLE
□	TRAFFIC LOOP
⊠	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

NOT TO SCALE

WORK

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ FOODWORLD SHOPPING CENTER/ SERVICE RD
& SR 3 (US 31)
MP 268.352



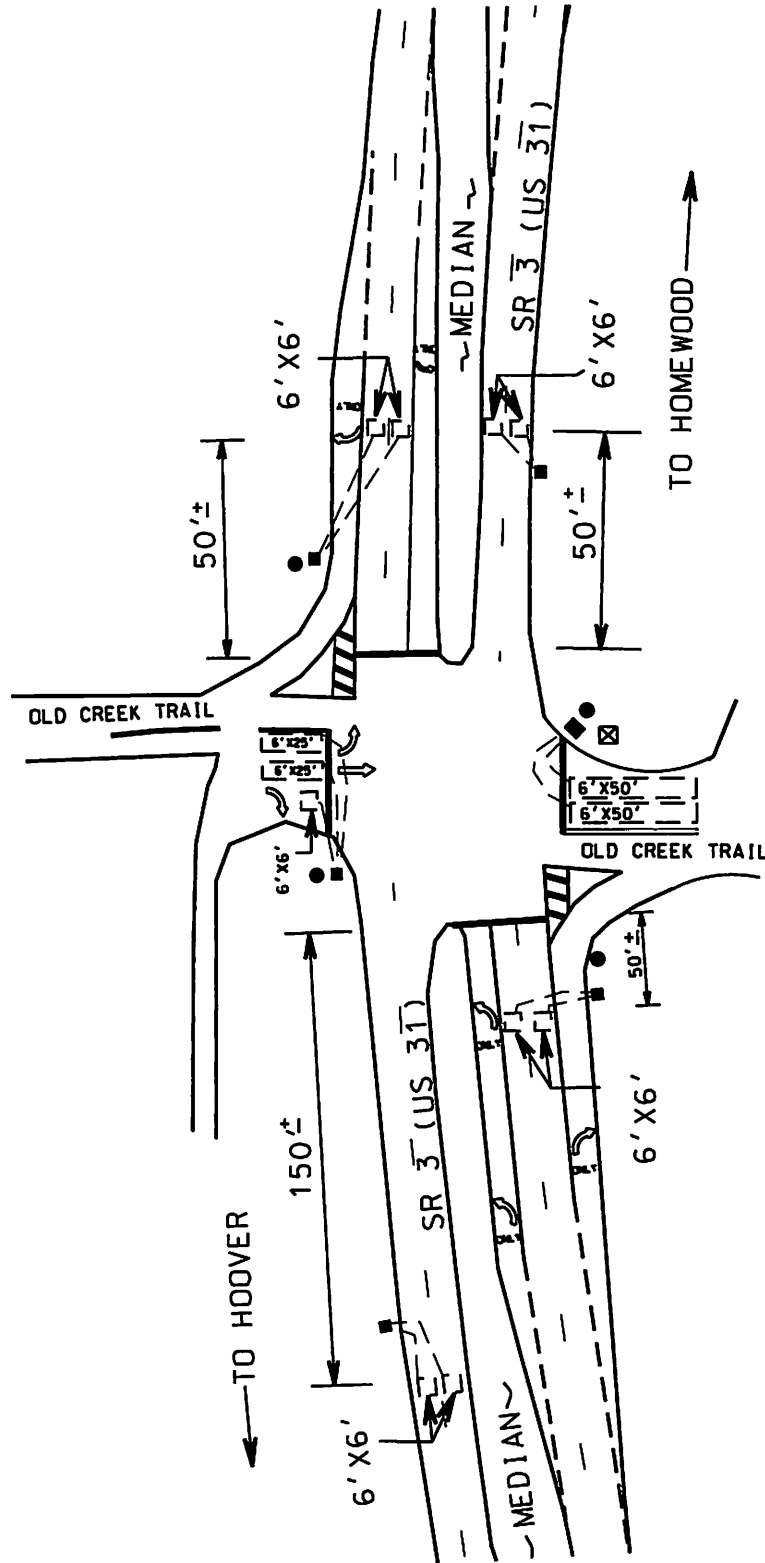
IN PLACE LEGEND	
●	SIGNAL POLE
□	TRAFFIC LOOP
⊗	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

NOT TO SCALE

REFERENCE PROJECT NO	99-303-371-003-401
FISCAL YEAR	2014
SHEET NO	4F

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ OLD CREEK TRAIL & SR 3 (US 31)
MP 268.757



IN PLACE LEGEND

●	SIGNAL POLE
□	TRAFFIC LOOP
⊗	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

NOT TO SCALE

PROJECT NOTES: 400.401.402.504.
508.512.513.520.524.528.800

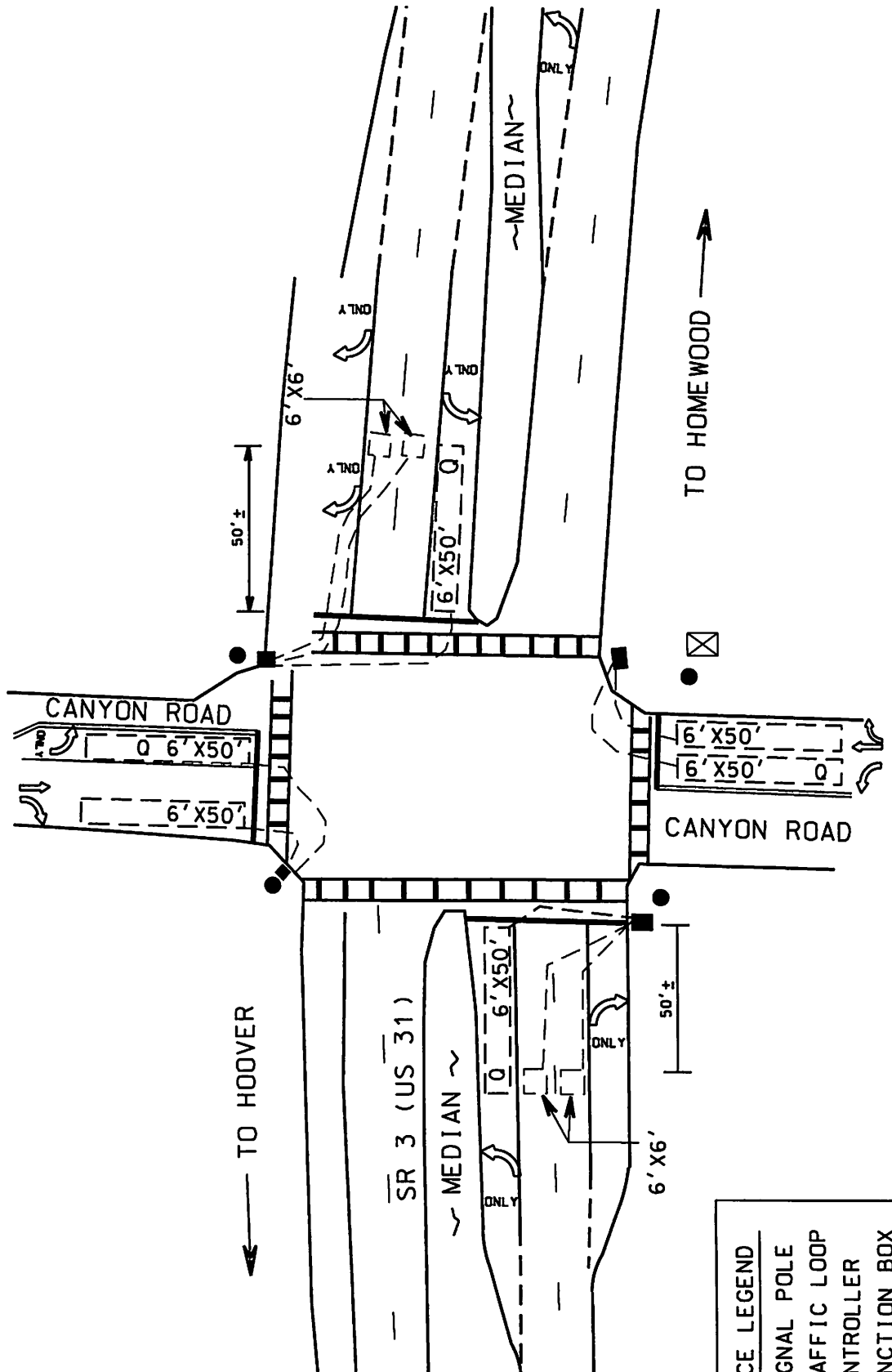
TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING

IN PLACE TRAFFIC LOOPS

@ CANYON RD & SR 3 (US 31)

MP 268.861



IN PLACE LEGEND

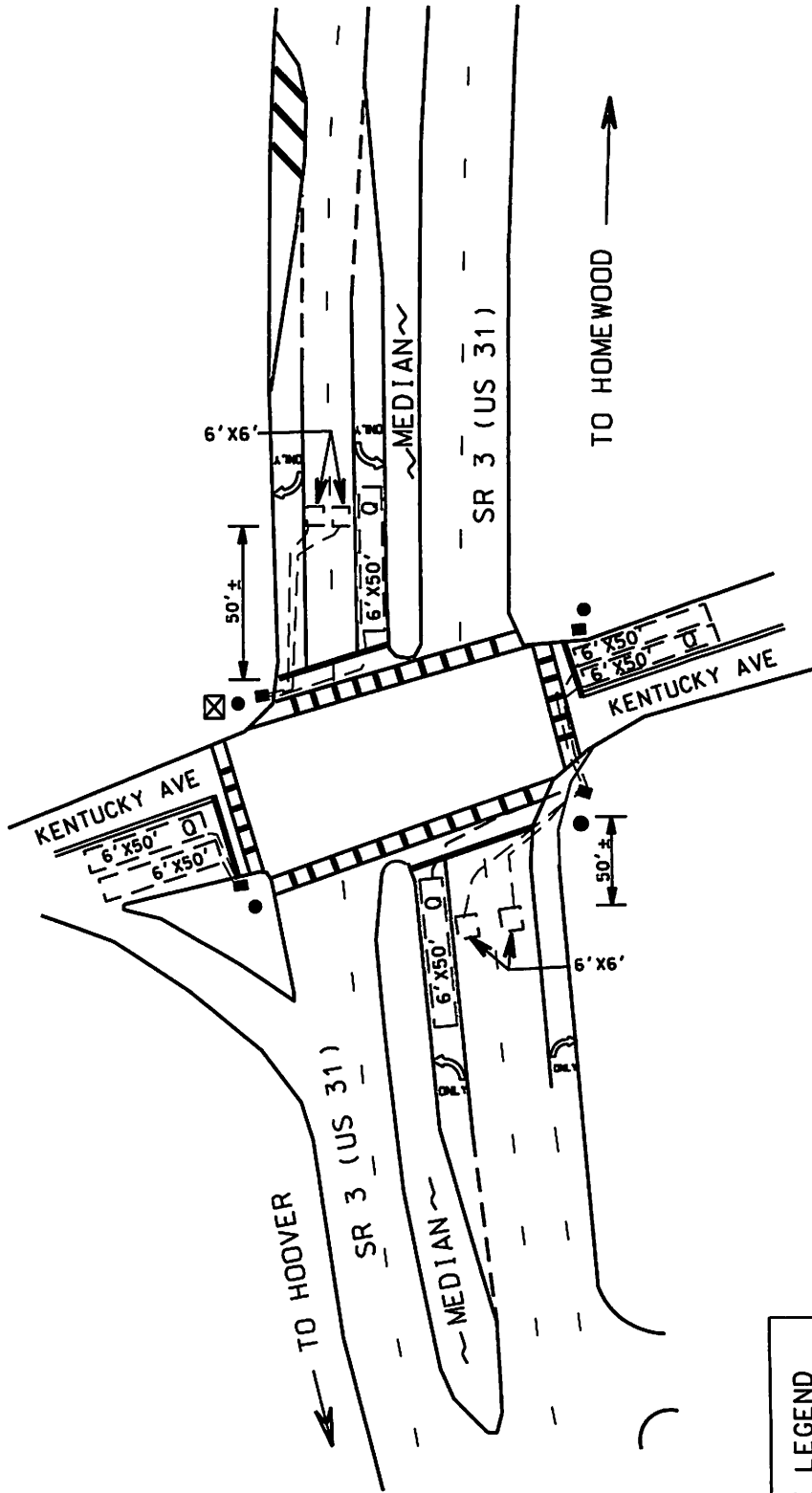
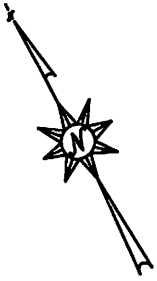
- SIGNAL POLE
- TRAFFIC LOOP
- ⊗ CONTROLLER
- JUNCTION BOX
- Q QUADRUPOLE

NOT TO SCALE

PROJECT NOTES: 400.401.402.504,
508.512.513.520.524.528.800

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ KENTUCKY AVE & SR 3 (US 31)
MP 268.986



IN PLACE LEGEND

●	SIGNAL POLE
□	TRAFFIC LOOP
⊠	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

NOT TO SCALE

PROJECT NOTES: 400.401, 402.504,
508.512, 513.520, 524.528, 800

REFERENCE PROJECT NO

FISCAL YEAR

Agreement - Resolution No. 4584
SHEET NO

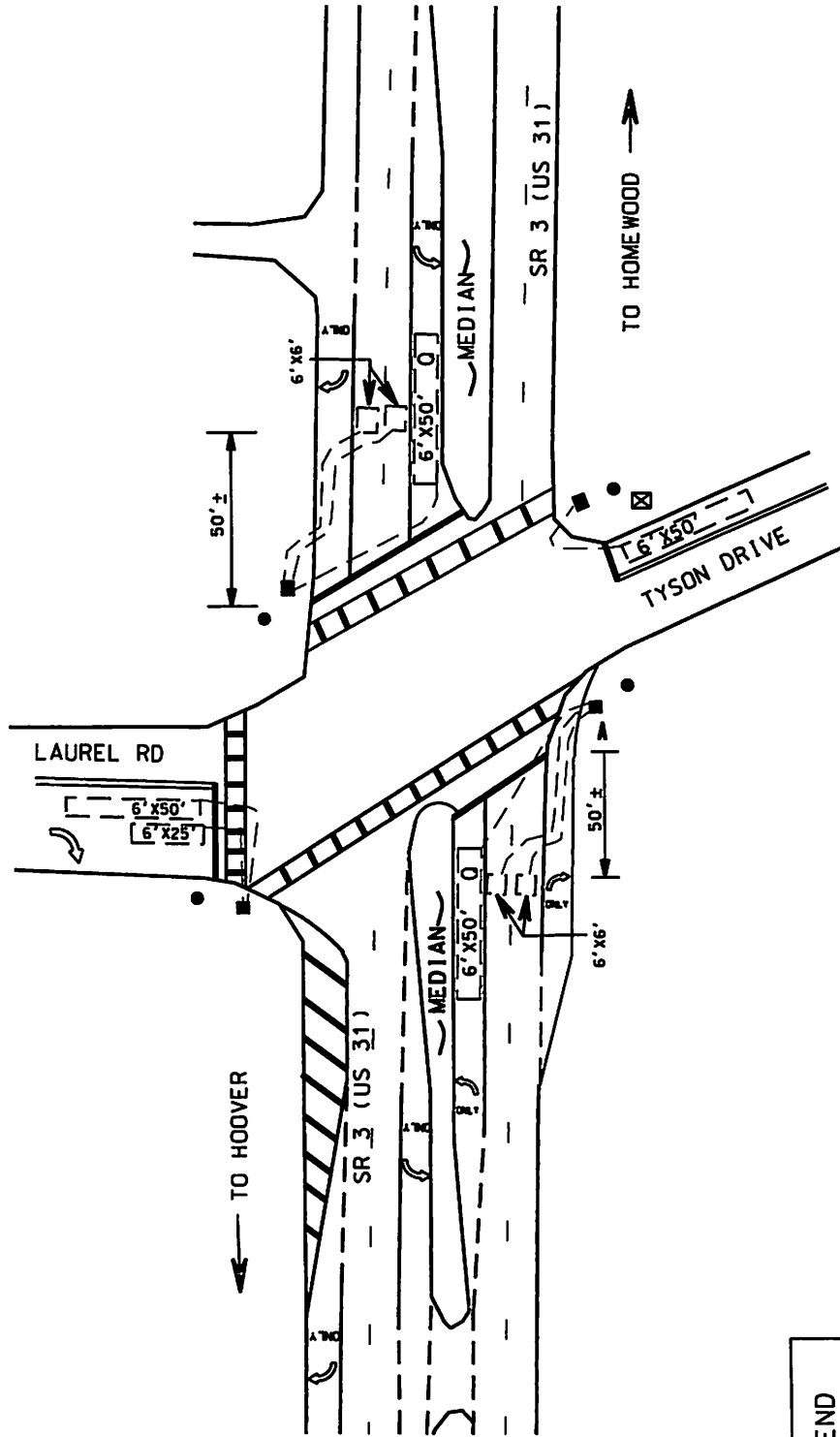
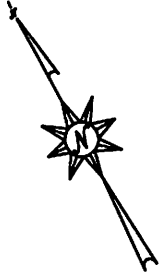
99-303-371-003-401

2014

4J

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ LAUREL RD/ TYSON DR & SR 3 (US 31)
MP 269.147



IN PLACE LEGEND

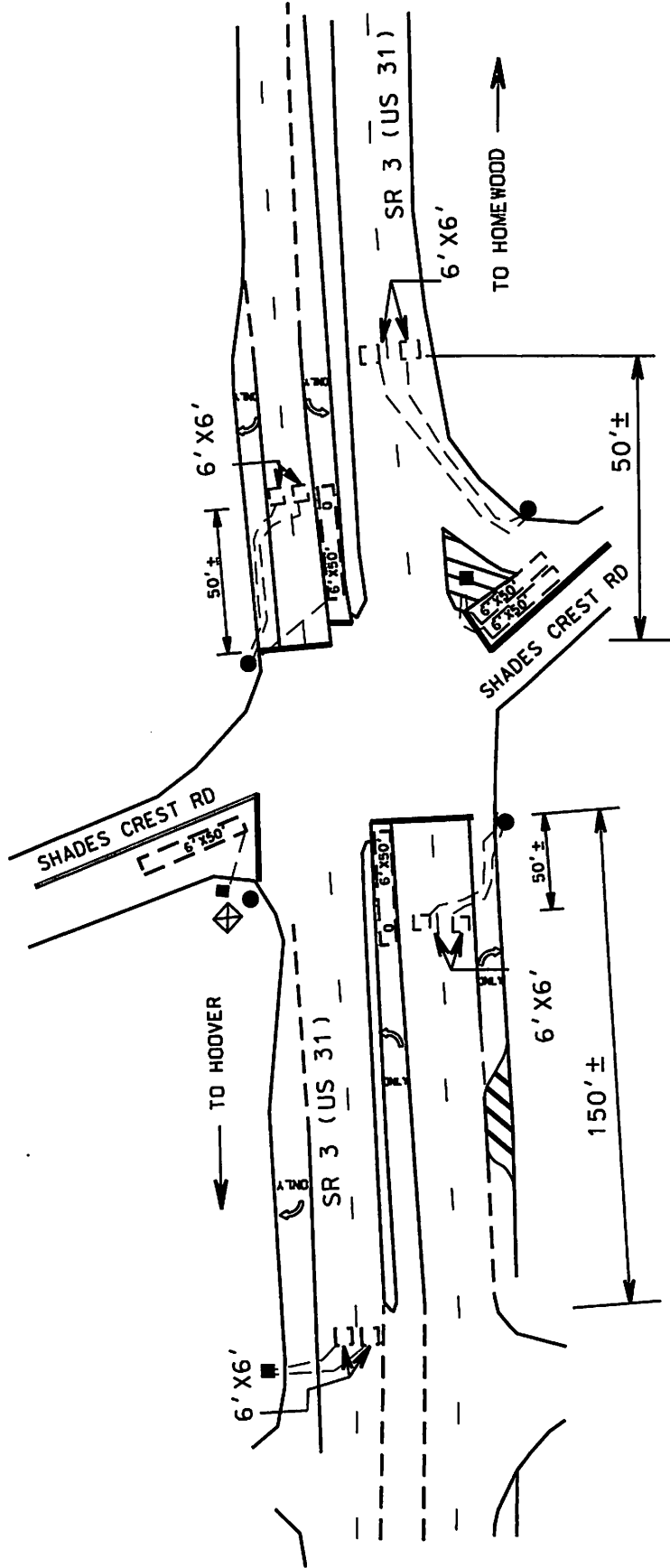
●	SIGNAL POLE
□	TRAFFIC LOOP
⊠	CONTROLLER
■	JUNCTION BOX
Q	QUADRUPOLE

NOT TO SCALE

PROJECT NOTES: 400.401.402.504,
508.512.513.520.524.528.800

TRAFFIC SIGNAL LAYOUT

SKETCH SHOWING
IN PLACE TRAFFIC LOOPS
@ SHADES CREST RD & SR 3 (US 31)
MP 269.527



PROJECT NOTES: 400.401.402.504.
508.512.513.520.524.528.800

IN PLACE LEGEND

- SIGNAL POLE
- TRAFFIC LOOP
- ⊗ CONTROLLER
- JUNCTION BOX
- Q QUADRUPOLE

NOT TO SCALE

WORK

REFERENCE PROJECT NO

FISCAL YEAR

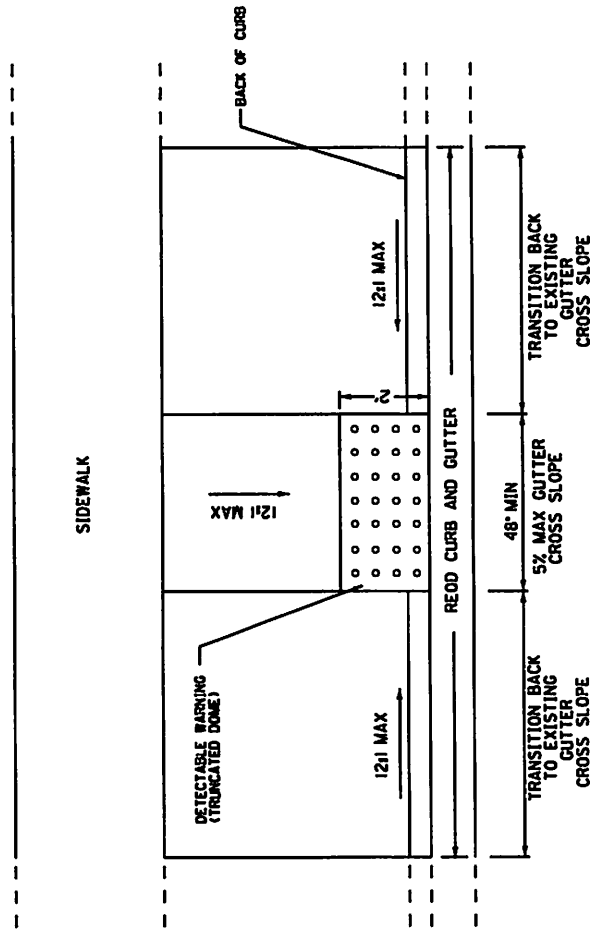
SHEET NO

99-303-371-003-401

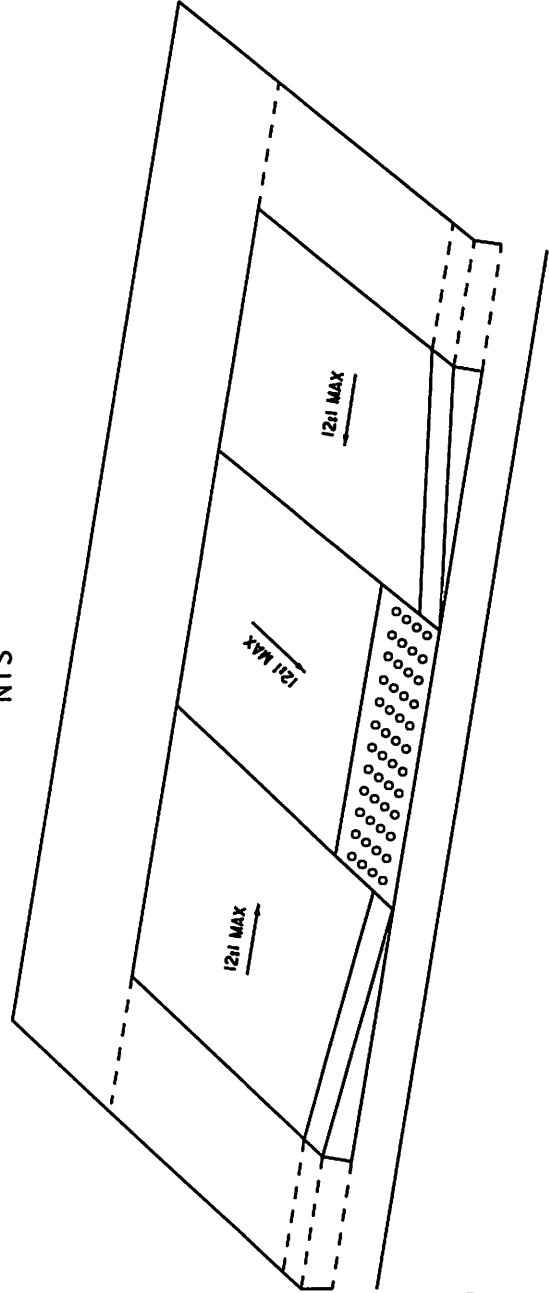
2014

5

CURB RAMP DETAIL



PLAN VIEW
NTS



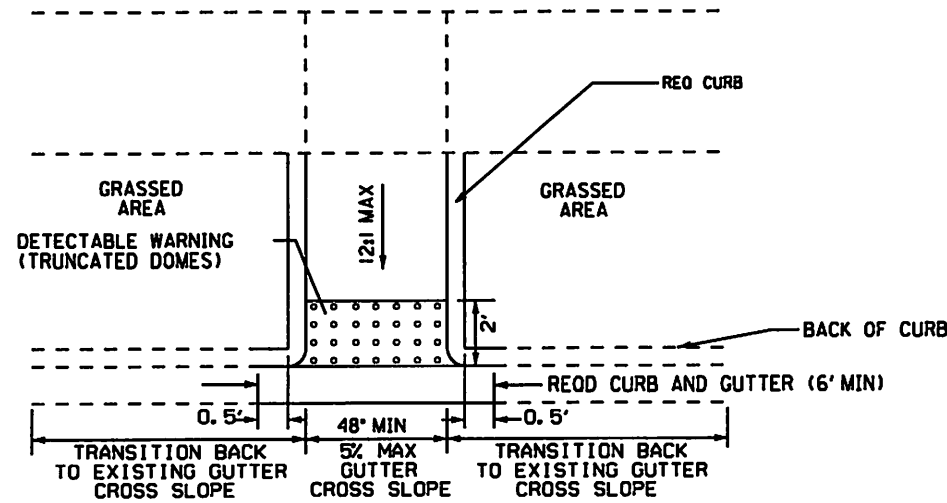
PERSPECTIVE VIEW
NTS

CONDITION I CURB RAMP
NTS

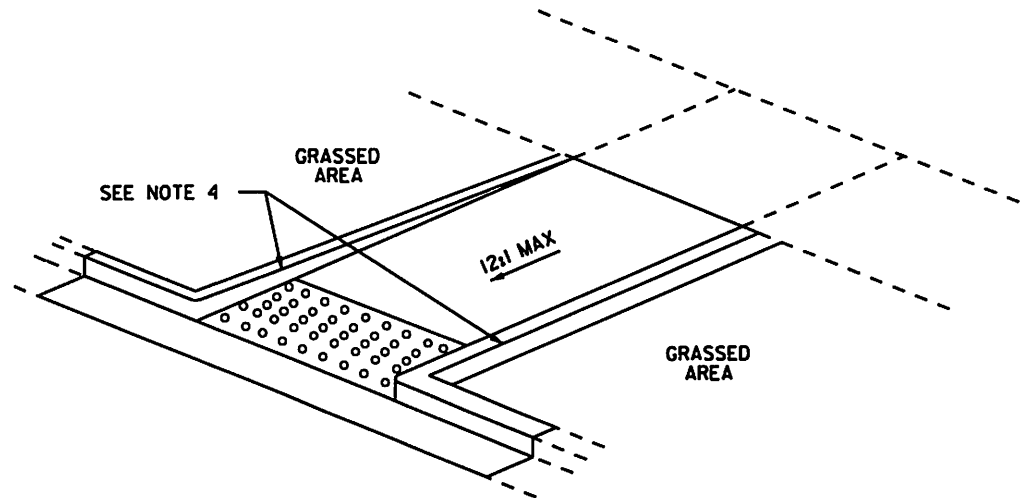
- NOTES:
1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
 2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
 3. REFER TO ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
 4. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, OR PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

CURB RAMP DETAIL

Agreement - Resolution No. 4584



PLAN VIEW
NTS



PERSPECTIVE VIEW
NTS

NOTES:

1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
3. REFER TO ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
4. COST OF THE REQUIRED CURB SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.
5. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, SLOPE PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

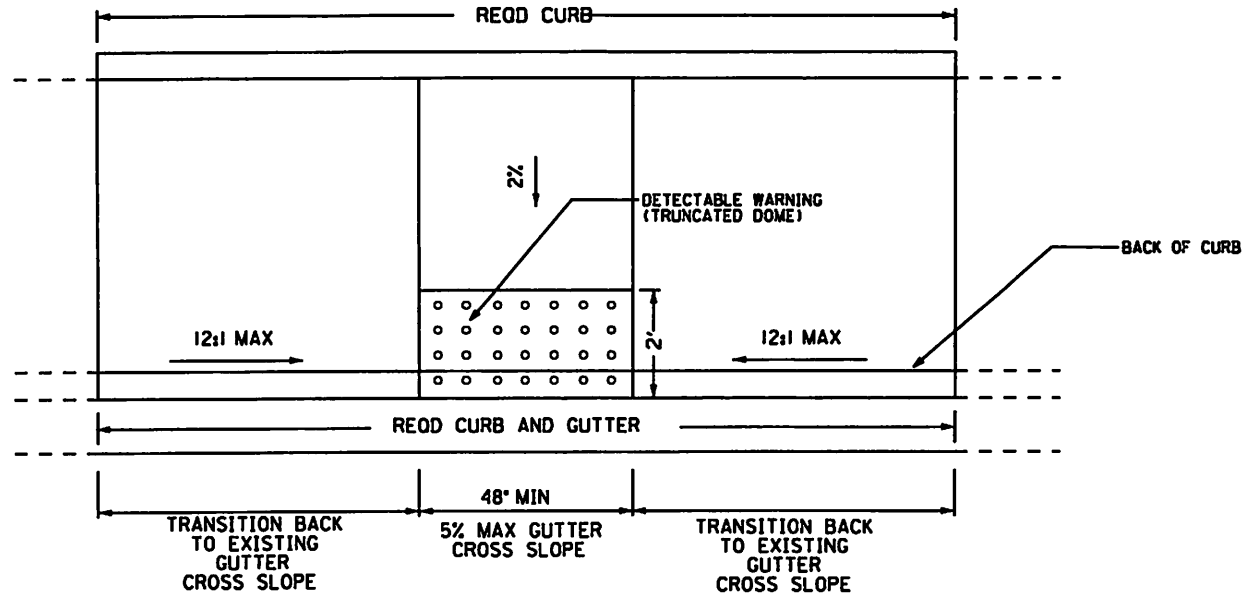
CONDITION II CURB RAMP
NTS

REFERENCE PROJECT NO
99-303-371-003-401

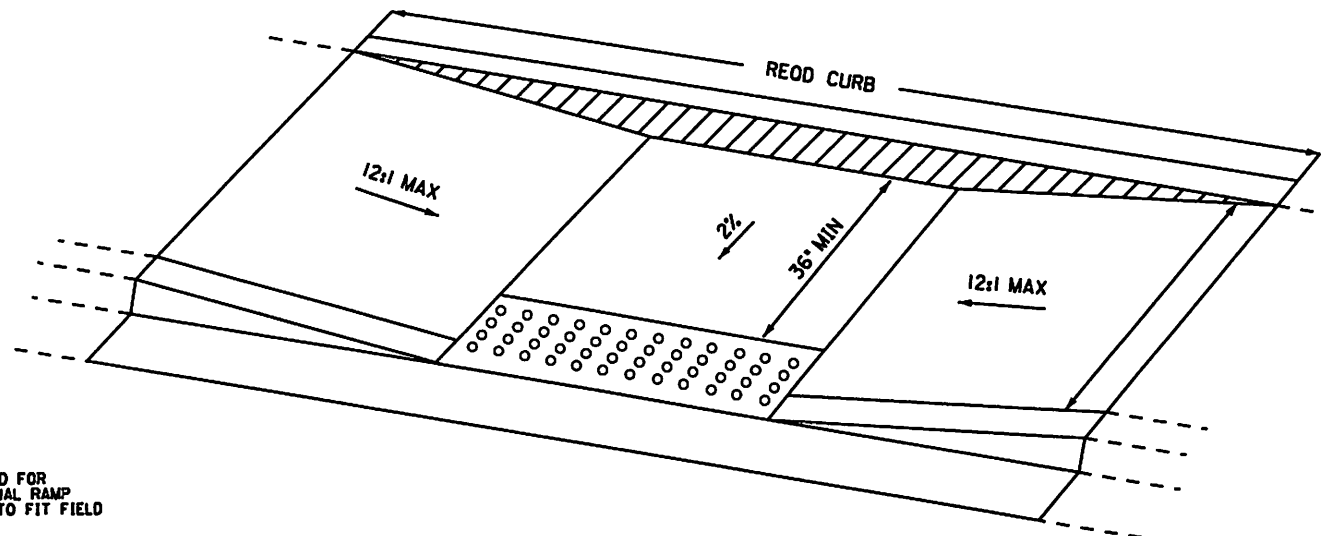
FISCAL YEAR
2014

SHEET NO
5A

CURB RAMP DETAIL



PLAN VIEW
NTS



PERSPECTIVE VIEW
NTS

CONDITION III CURB RAMP NTS

NOTES:

1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
3. REFER TO ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
4. COST OF THE REQUIRED CURB SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.
5. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, SLOPE PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

SHEET NO
5B

CURB RAMP DETAIL

REFERENCE PROJECT NO

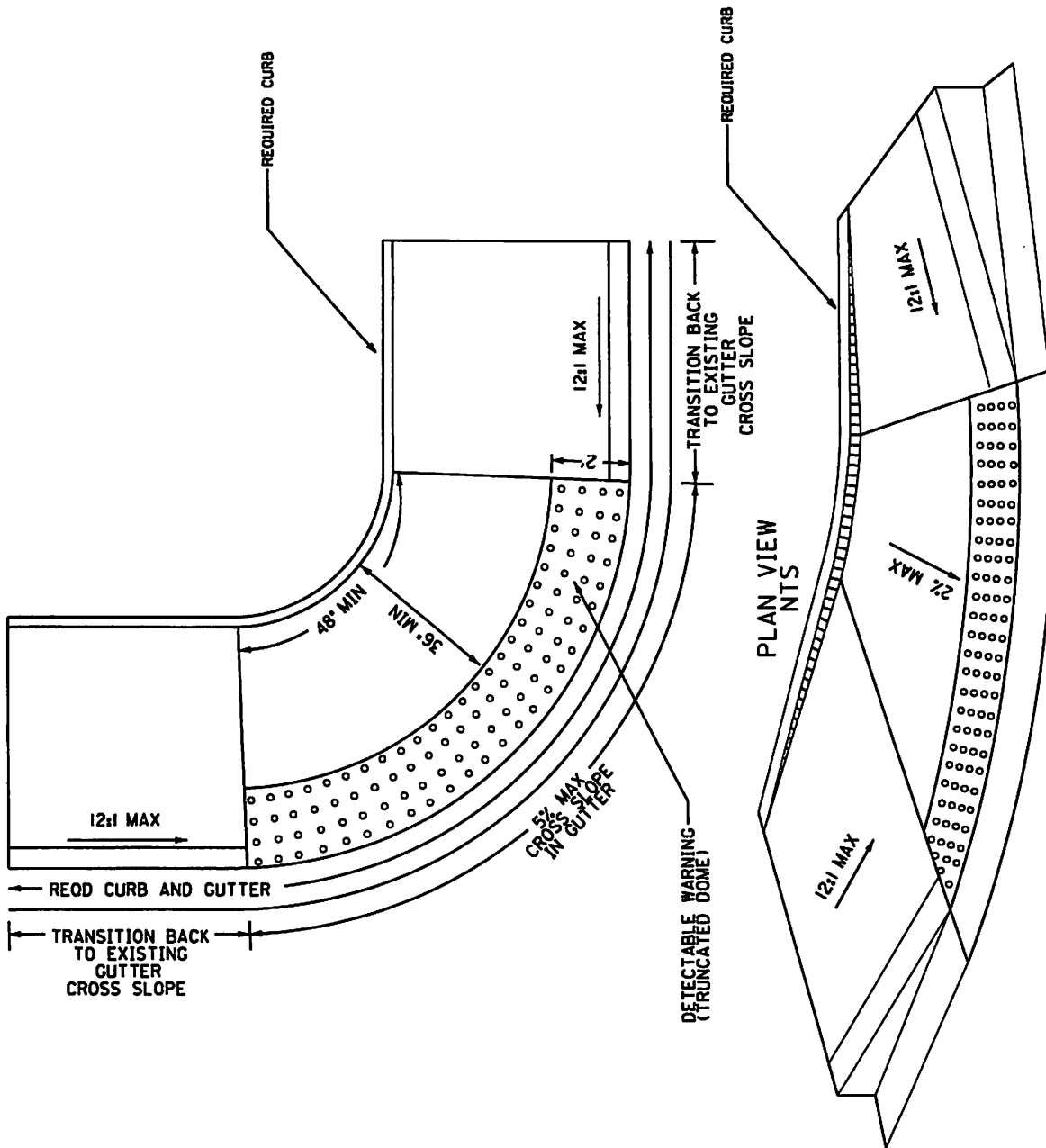
FISCAL YEAR

SHEET NO

99-303-371-003-401

2014

5C

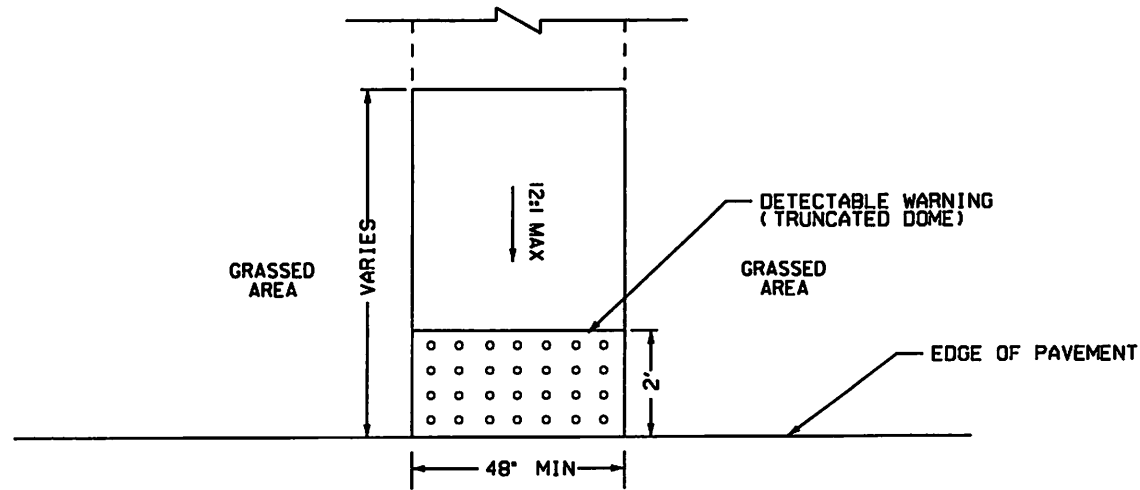


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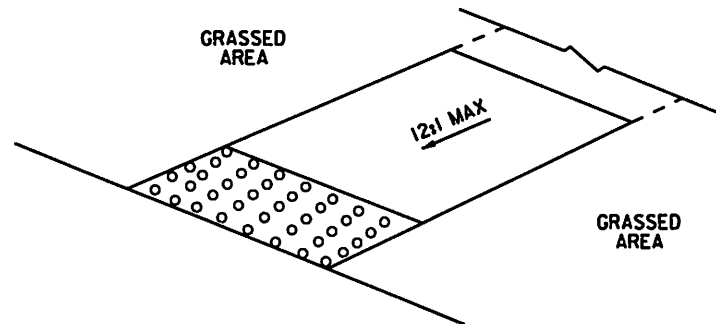
1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
3. REFER TO ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
4. COST OF THE REQUIRED CURB SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.
5. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, SLOPE PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

CURB RAMP DETAIL

Agreement - Resolution No. 4584



PLAN VIEW
NTS



PERSPECTIVE VIEW
NTS

CONDITION V CURB RAMP NTS

NOTES:

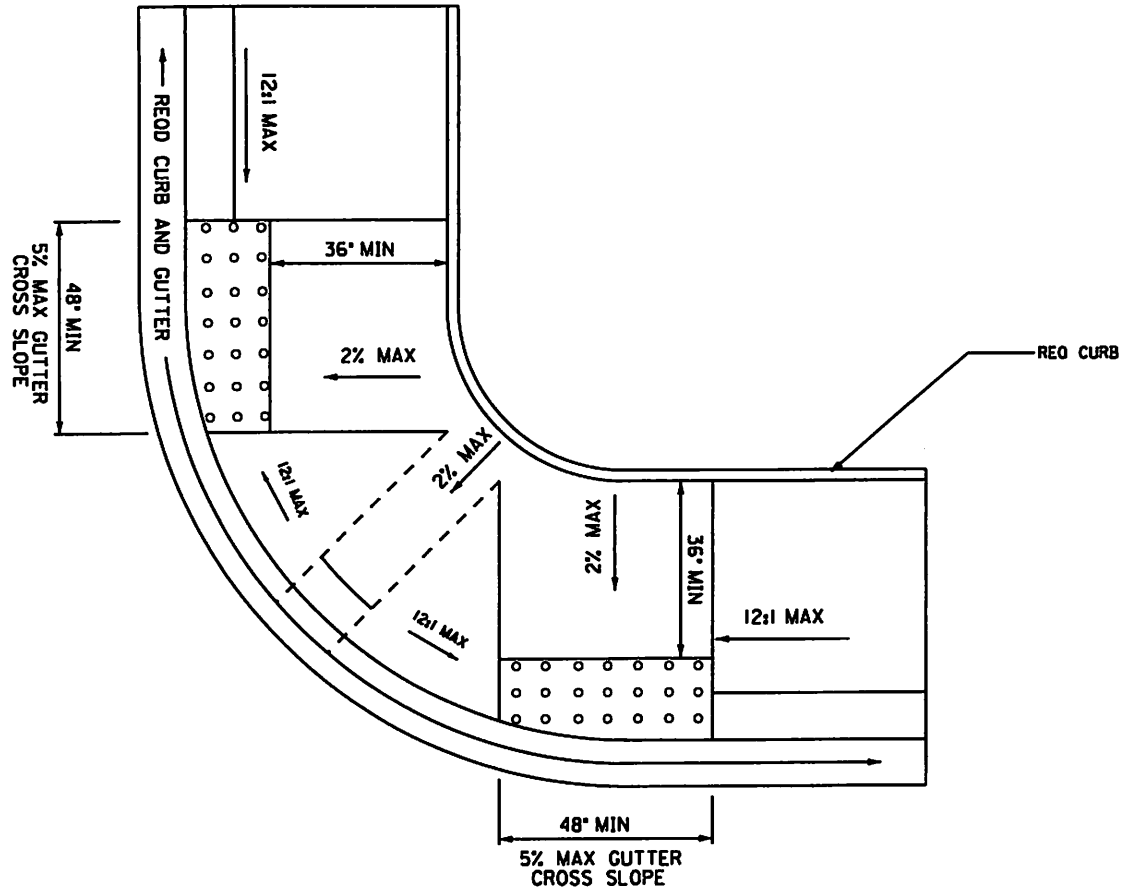
1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
3. REFER TO ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
4. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, SLOPE PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

SHEET NO
5D

CURB RAMP DETAIL



NOTES:

1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
3. REFER TO ALDOT SPECIAL DRAWING SW-610 FOR DETAILS.
4. COST OF THE REQUIRED CURB SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.
5. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, SLOPE PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

CONDITION VI CURB RAMP
NTS

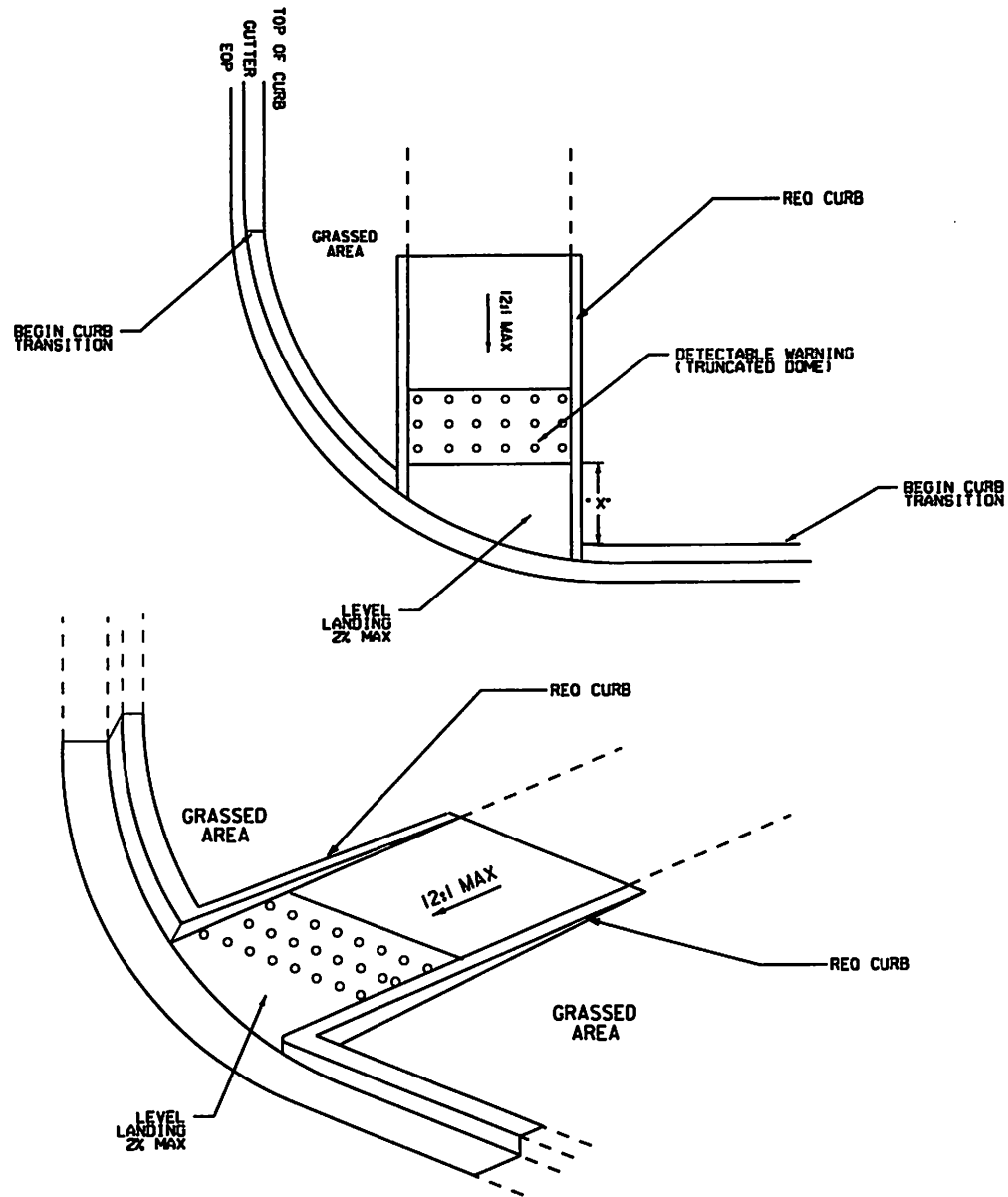
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
99-303-371-003-401	2014	5E

CURB RAMP DETAIL

Agreement - Resolution No. 4584

IF 'X' IS GREATER THAN 5'
THEN DETECTABLE WARNING
MAT MUST SET ON 2% MAX LANDING

IF 'X' IS LESS THAN 5'
THEN DETECTABLE WARNING
MAT MUST SET ON 12:1 MAX SLOPE



NOTES:

1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
3. REFER TO ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
4. COST OF THE REQUIRED CURB SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.
5. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, SLOPE PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

CONDITION VII CURB RAMP
NTS

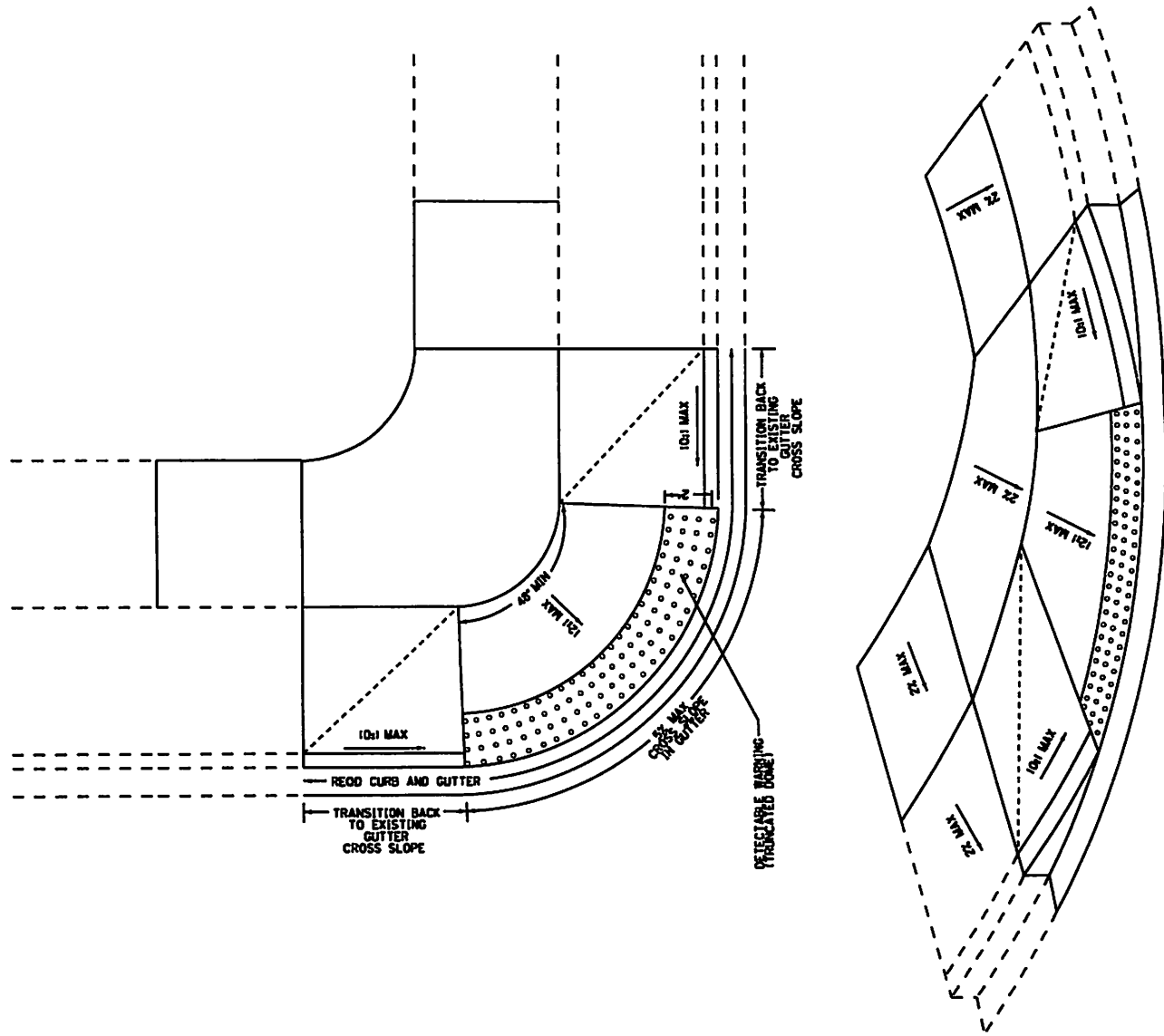
REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

SHEET NO
5F

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
99-303-371-003-401	2014	5G

CURB RAMP DETAIL



CONDITION VIII CURB RAMP
NTS

- NOTES:
1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
 2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
 3. REFER TO ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
 4. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, SLOPE PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

REFERENCE PROJECT NO

FISCAL YEAR

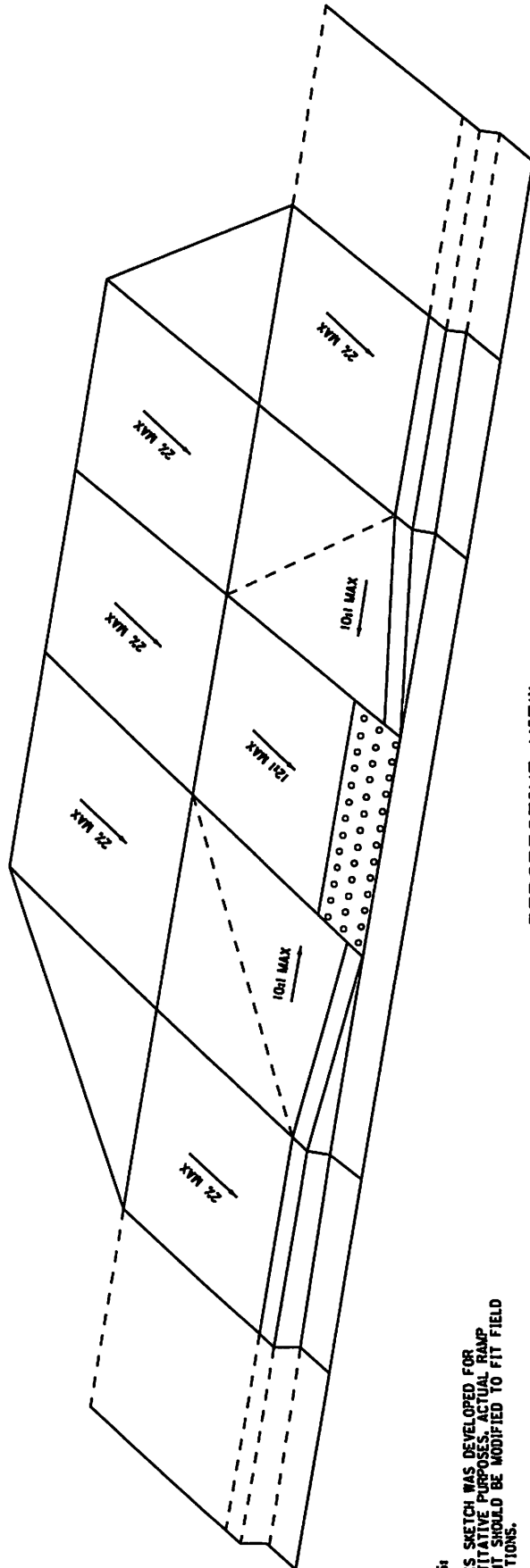
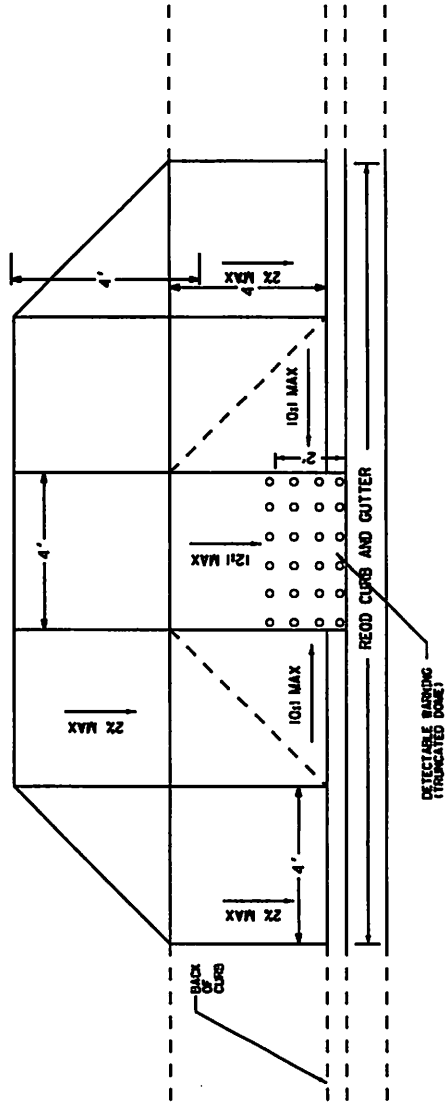
SHEET NO

99-303-371-003-401

2014

5H

CURB RAMP DETAIL



PERSPECTIVE VIEW
NTS

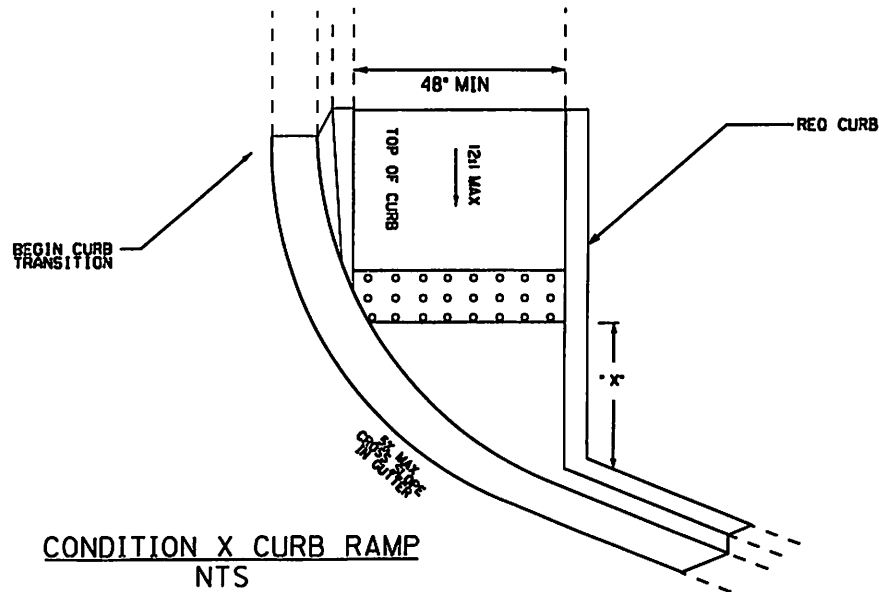
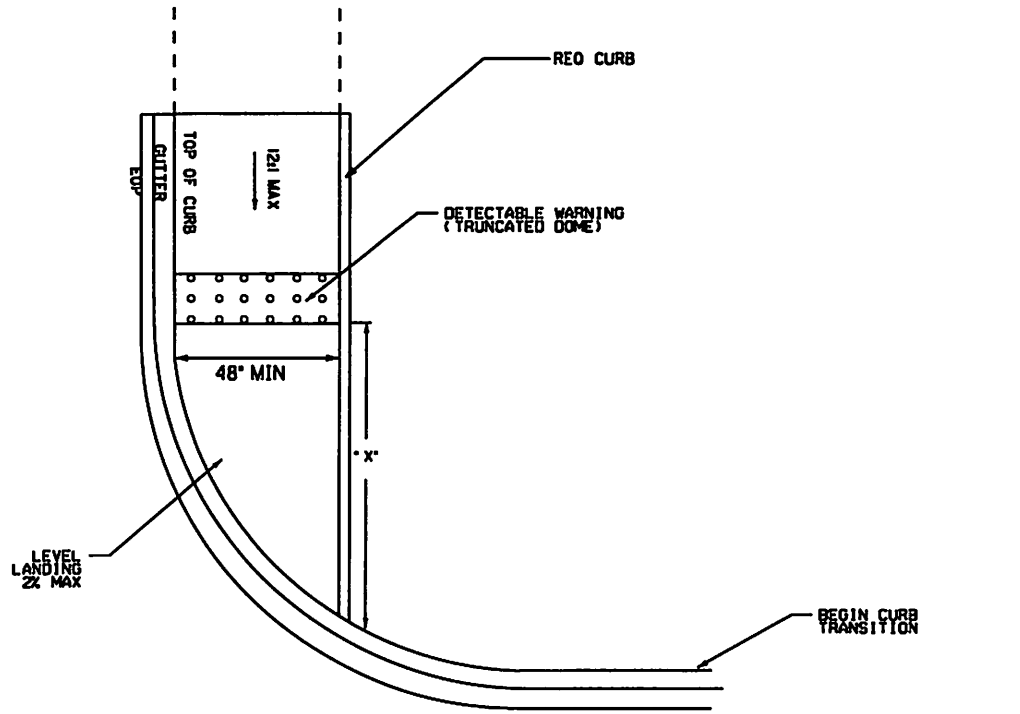
CONDITION IX CURB RAMP
NTS

- NOTES:
1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
 2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
 3. REFER TO ADOPT SPECIAL DRAWING SP-618 FOR DETAILS.
 4. COST FOR REMOVAL OF ANY EXISTING SIDEWALK CURB SHALL BE PAID BY THE CONTRACTOR. COST FOR REMOVAL OF ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

CURB RAMP DETAIL

IF *X* IS GREATER THAN 5'
THEN DETECTABLE WARNING
MAT MUST SET ON 2% MAX LANDING

IF *X* IS LESS THAN 5'
THEN DETECTABLE WARNING
MAT MUST SET ON 12:1 MAX SLOPE



NOTES:

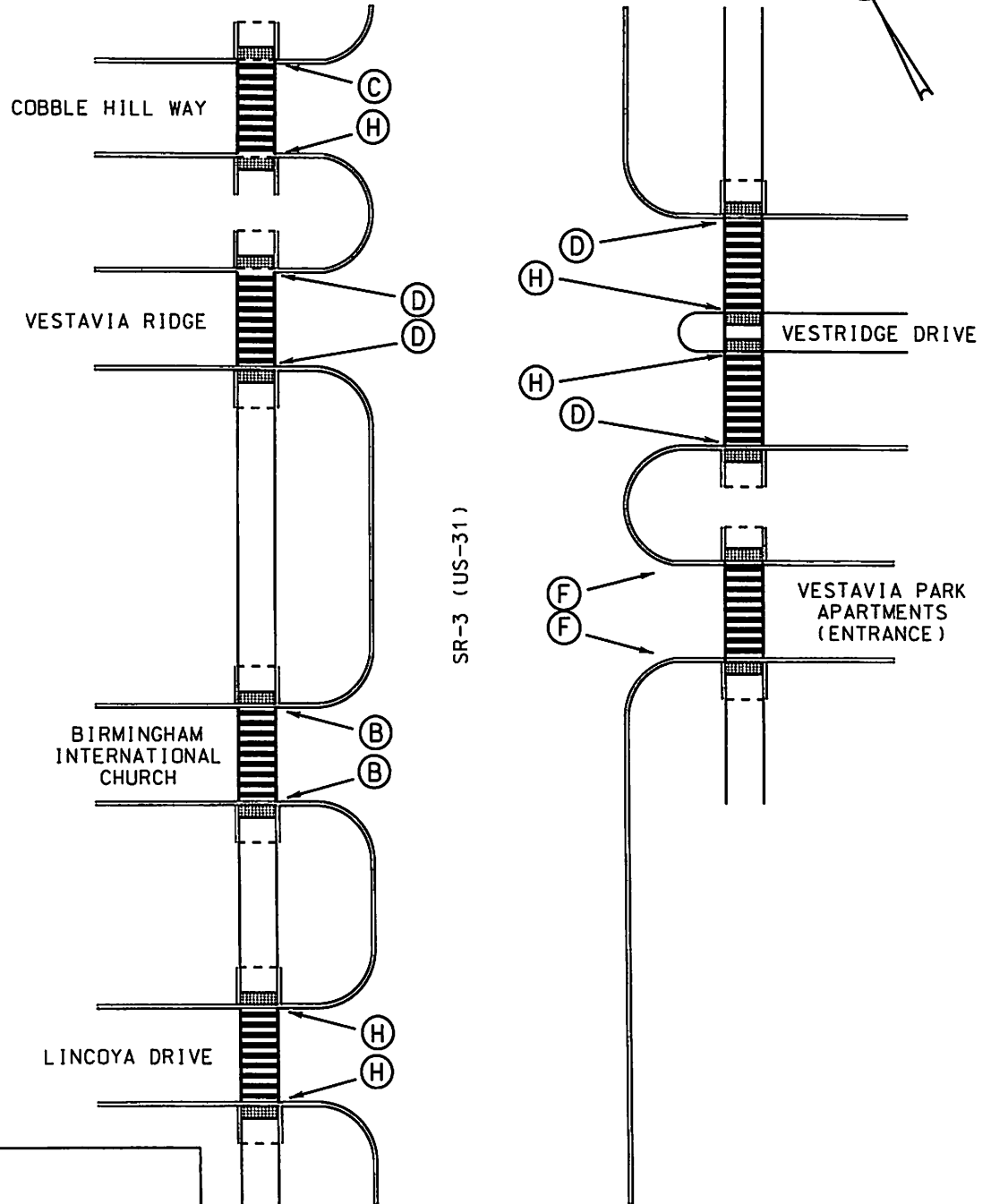
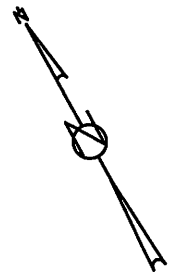
1. THIS SKETCH WAS DEVELOPED FOR QUANTITATIVE PURPOSES. ACTUAL RAMP LAYOUT SHOULD BE MODIFIED TO FIT FIELD CONDITIONS.
2. CONTRACTOR SHALL CONSTRUCT RAMPS THAT FOLLOW ADA REQUIREMENTS.
3. REFER TO ALDOT SPECIAL DRAWING SW-618 FOR DETAILS.
4. COST OF THE REQUIRED CURB SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.
5. COST FOR REMOVAL OF ANY EXISTING SIDEWALK, CURB, SLOPE PAVING OR ANY OTHER MISCELLANEOUS CONCRETE SHALL BE A SUBSIDIARY OBLIGATION OF THE REQUIRED SIDEWALK.

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
99-303-371-003-401	2014	51

PROJECT NOTES: 308,310,311,312,317

CURB RAMP LAYOUT

SR-3 FROM MP 267.176 - MP 267.489 (NBR/SBR)



SR-3 (US-31)

LEGEND

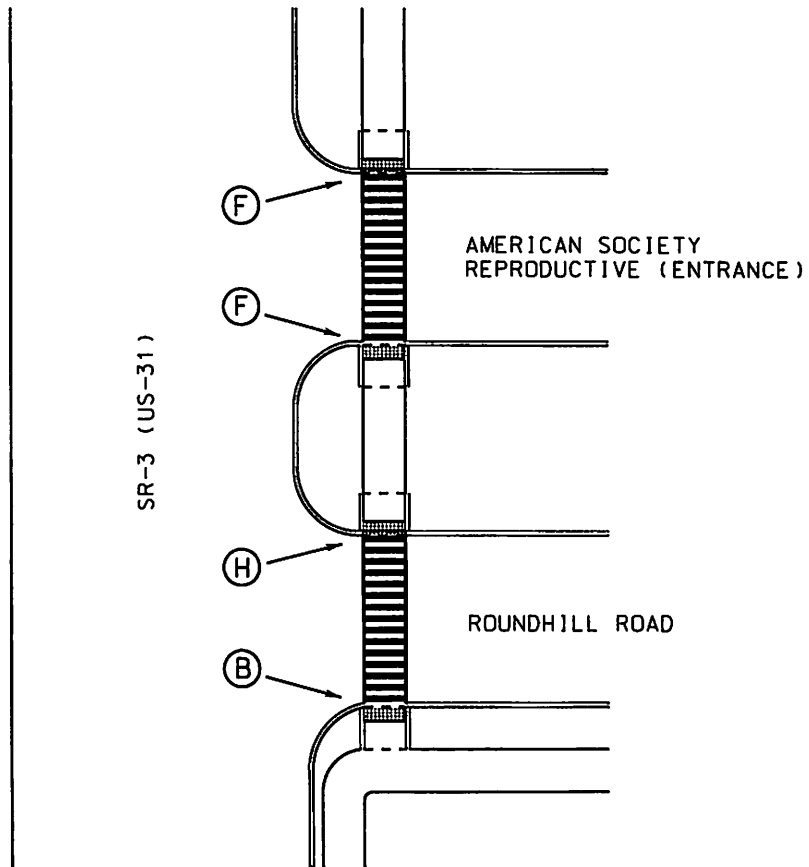
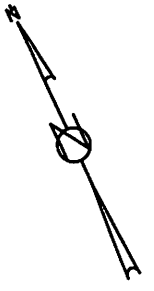
- (B) CONDITION II
- (C) CONDITION III
- (D) CONDITION V
- (F) CONDITION VII
- (H) TRUNCATED DOMES ONLY

NOT TO SCALE

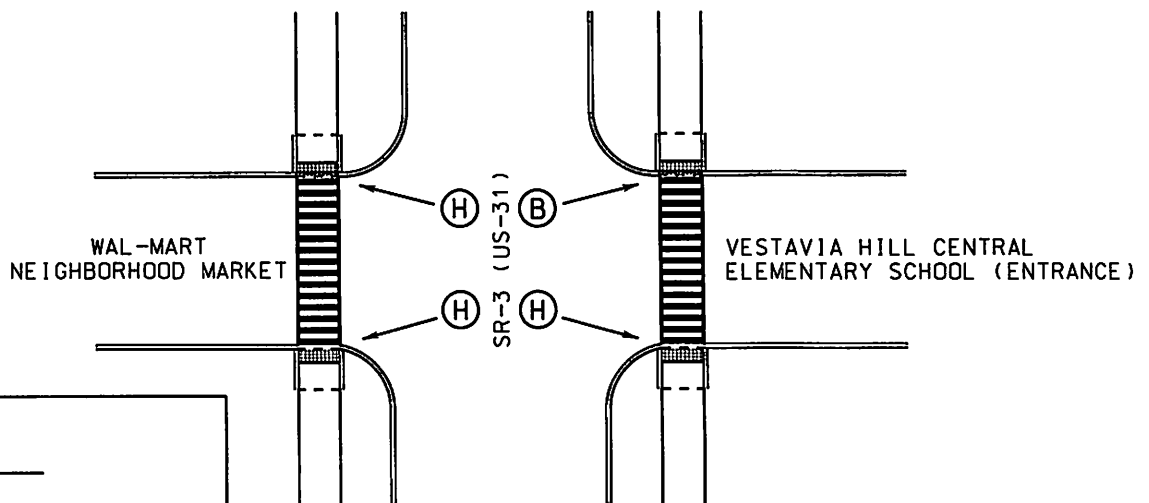
PROJECT NOTES: 308,310,311,312,317

CURB RAMP LAYOUT

SR-3 FROM MP 267.891 - MP 267.920 (NBR)



SR-3 FROM MP 267.603 - MP 267.623 (NBR/SBR)



LEGEND

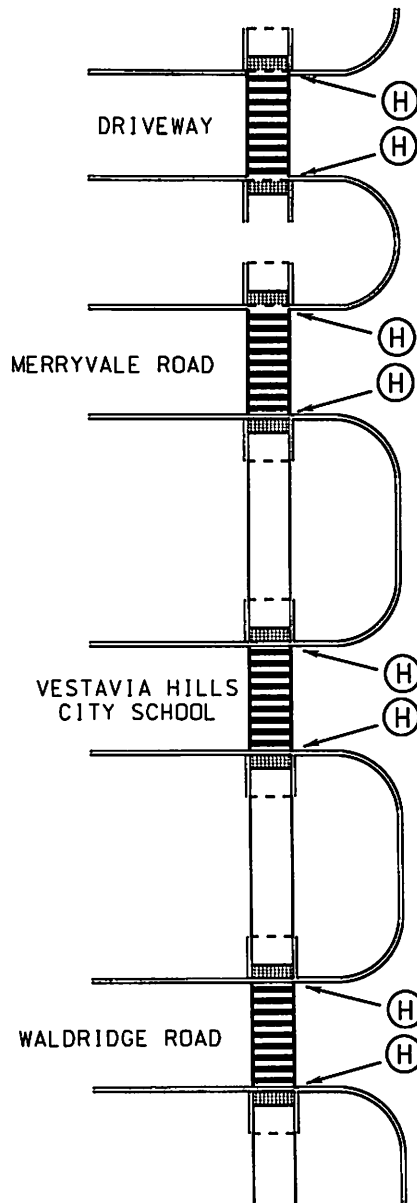
- (B) CONDITION II
- (F) CONDITION VII
- (H) TRUNCATED DOMES ONLY

NOT TO SCALE

PROJECT NOTES: 308.310.311.312.317

CURB RAMP LAYOUT

SR-3 FROM MP 267.668 - MP 268.080 (SBR)



SR-3 (US-31)

LEGEND

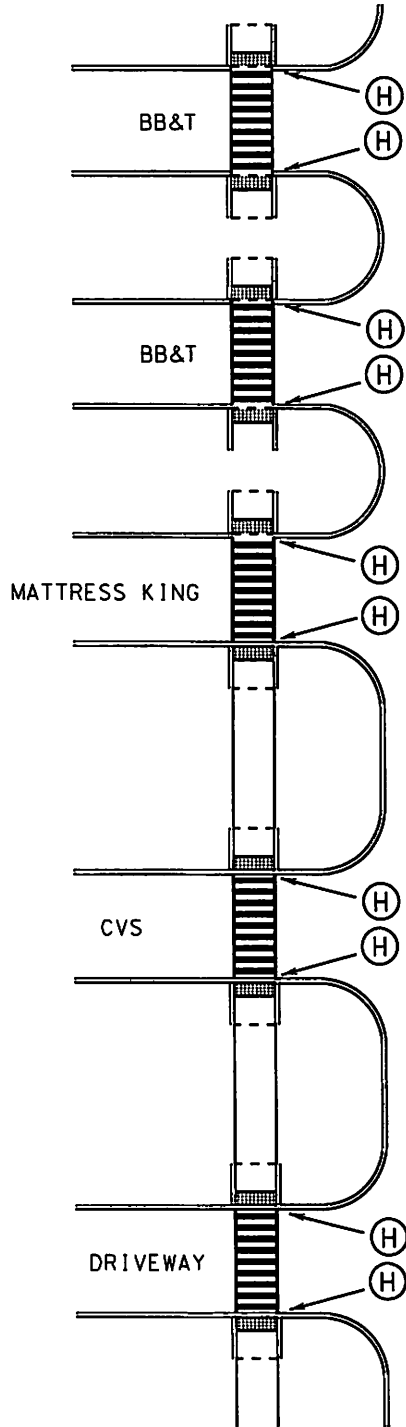
Ⓜ TRUNCATED DOMES ONLY

NOT TO SCALE

PROJECT NOTES: 308.310.311.312.317

CURB RAMP LAYOUT

SR-3 FROM MP 268.205 - MP 268.359 (SBR)



SR-3 (US-31)

LEGEND

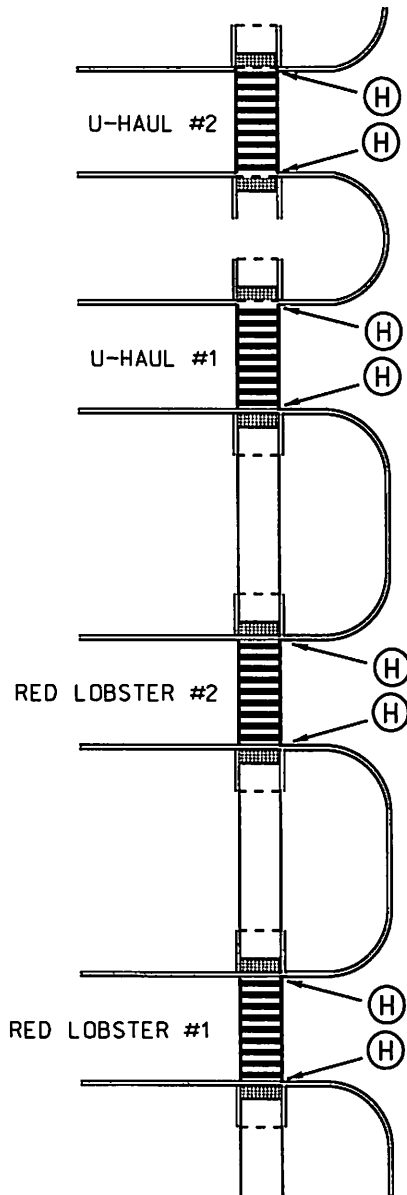
Ⓜ TRUNCATED DOMES ONLY

NOT TO SCALE

PROJECT NOTES: 308.310,311,312,317

CURB RAMP LAYOUT

SR-3 FROM MP 268.376 - MP 268.439 (SBR)



SR-3 (US-31)

LEGEND

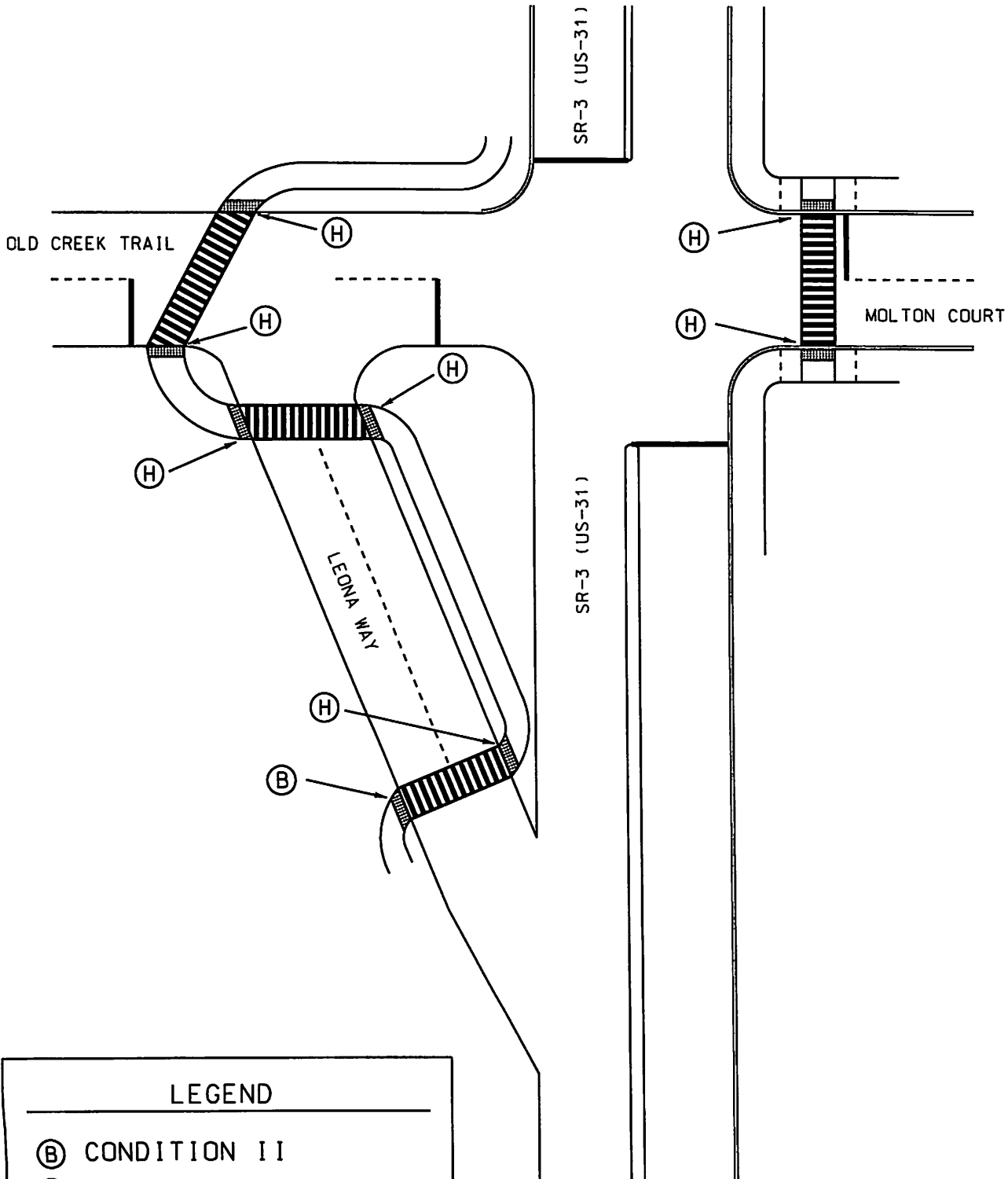
Ⓜ TRUNCATED DOMES ONLY

NOT TO SCALE

PROJECT NOTES: 308,310,311,312,313,317

CURB RAMP LAYOUT

SR-3 FROM MP 268.474 - MP 268.757 (NBR/SBR)



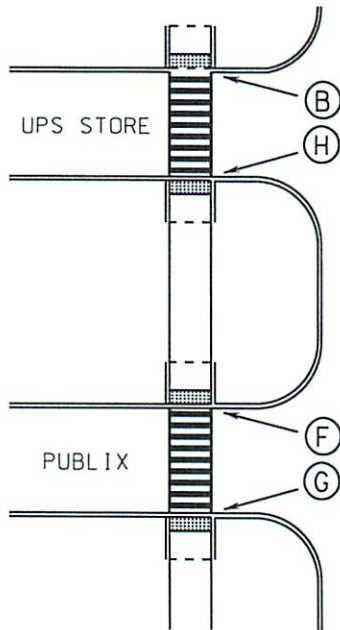
LEGEND	
(B)	CONDITION II
(H)	TRUNCATED DOMES ONLY

NOT TO SCALE

PROJECT NOTES: 308,310,311,312,317

CURB RAMP LAYOUT

SR-3 FROM MP 268.811 - MP 268.830 (SBR)



SR-3 (US-31)

LEGEND

- (B) CONDITION II
- (F) CONDITION VII
- (G) CONDITION VIII
- (H) TRUNCATED DOMES ONLY

NOT TO SCALE

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

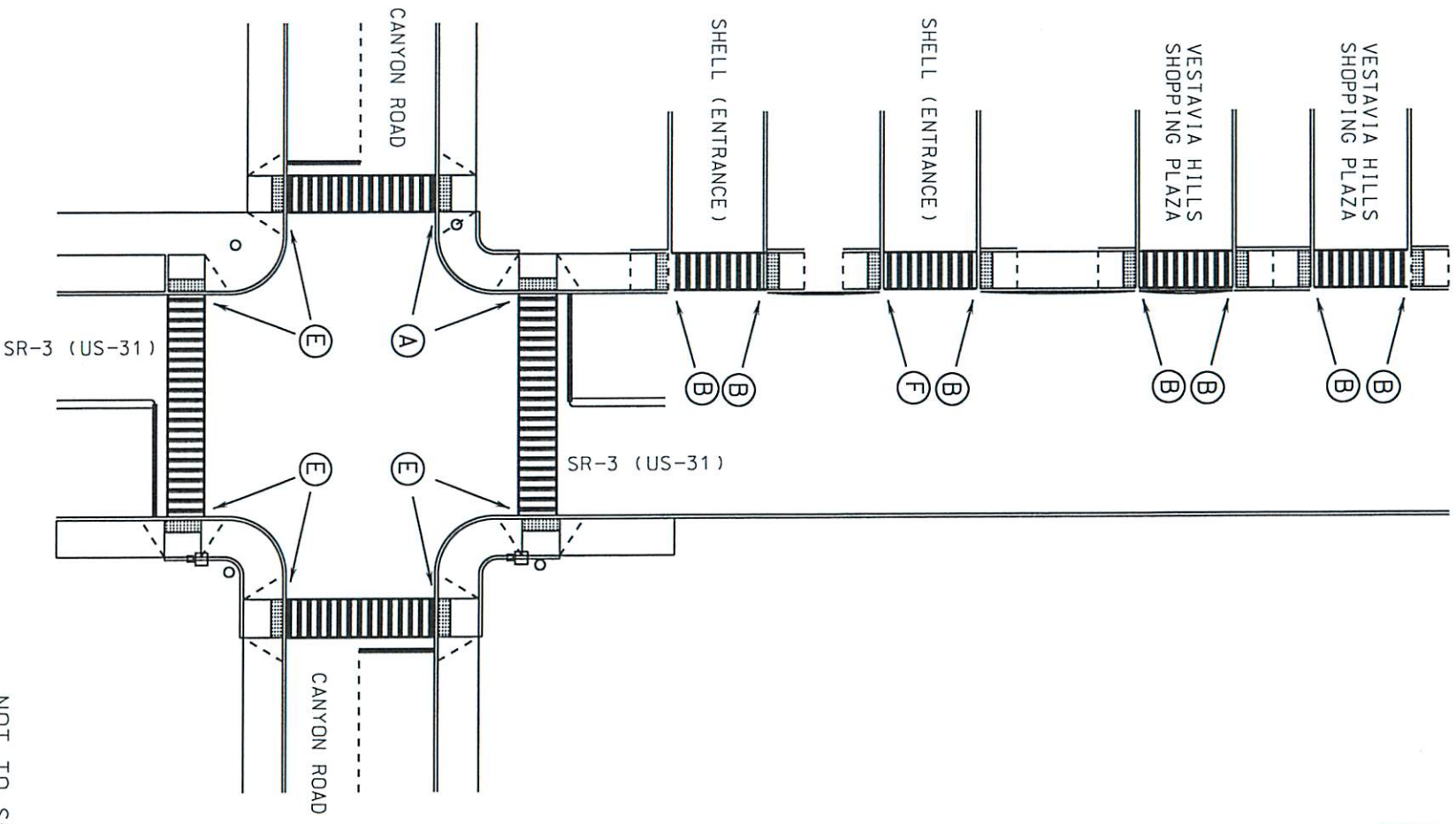
SHEET NO
50

Agreement - Resolution No. 4588

PROJECT NOTES: 308, 310, 311, 312, 313

CURB RAMP LAYOUT

SR-3 FROM MP 268.852 - MP 268.928 (NBR/SBR)



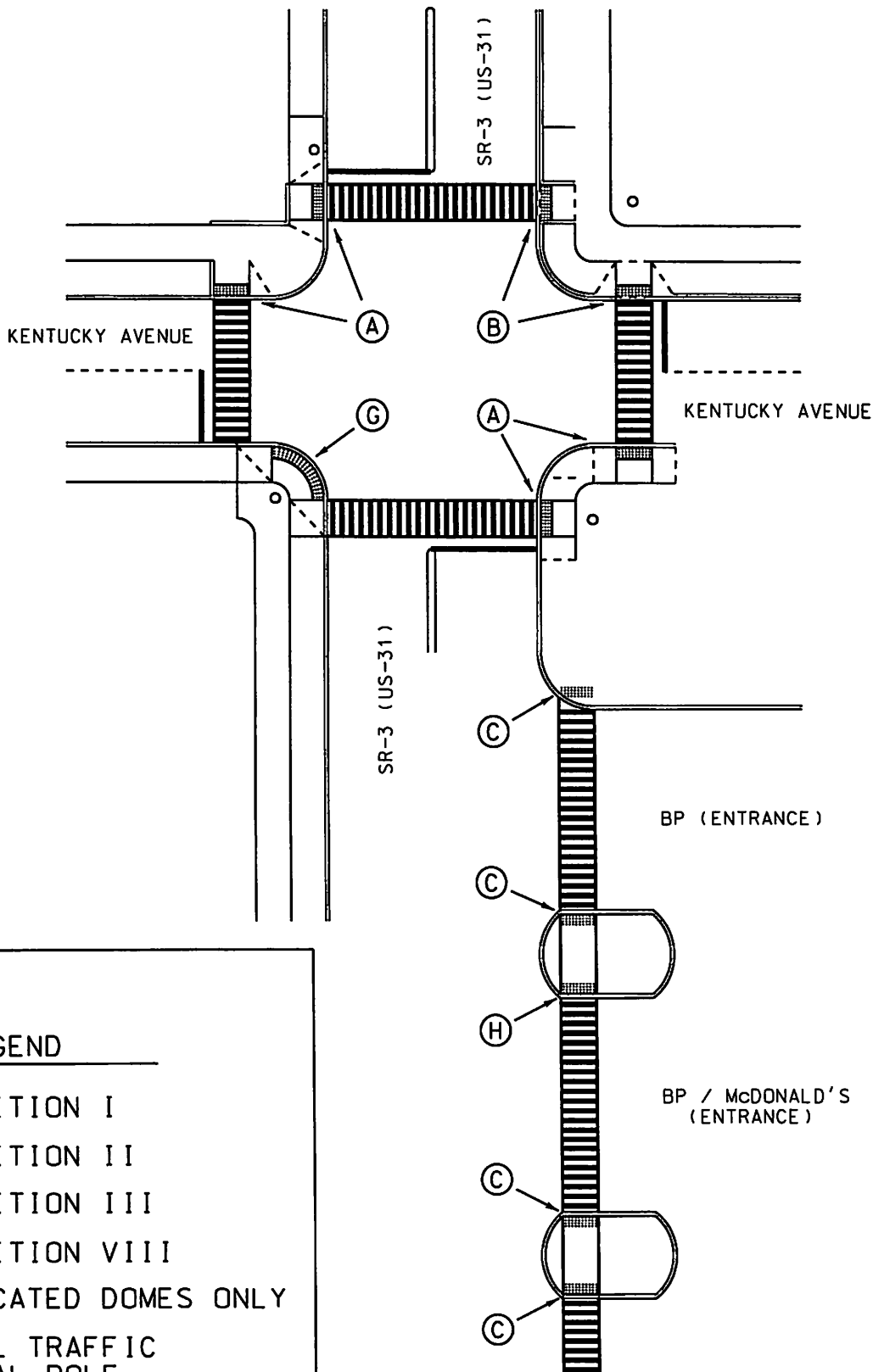
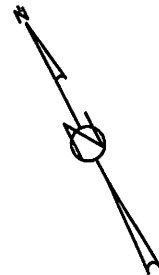
LEGEND

- Ⓐ CONDITION I
- Ⓑ CONDITION II
- Ⓒ CONDITION VI
- Ⓓ CONDITION VII
- METAL TRAFFIC SIGNAL POLE
- STUB (POWER)

PROJECT NOTES: 308,310,311,312,313,317

CURB RAMP LAYOUT

SR-3 FROM MP 268.902 - MP 269.017 (NBR/SBR)



LEGEND

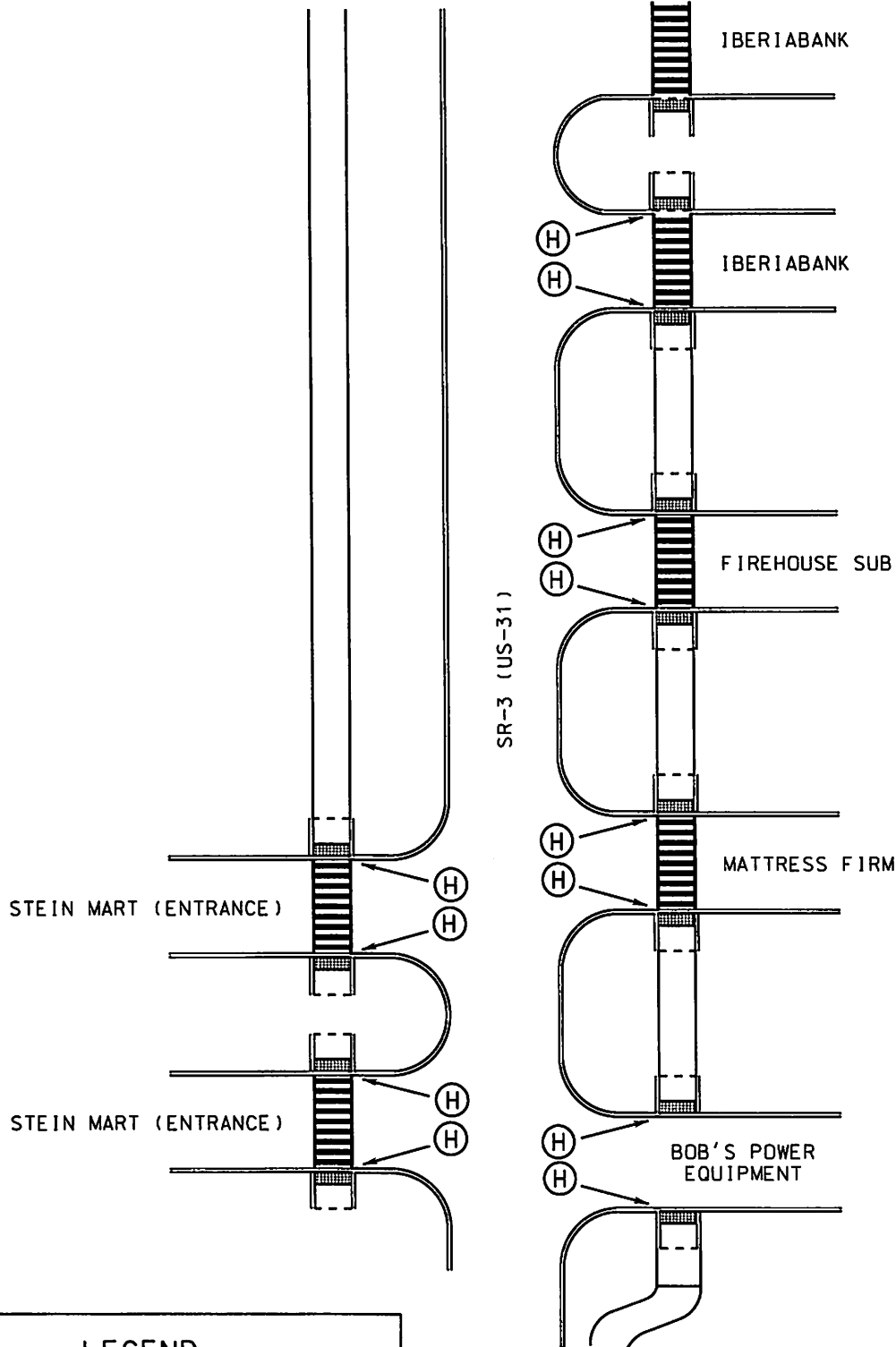
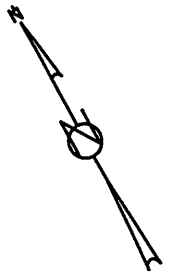
- Ⓐ CONDITION I
- Ⓑ CONDITION II
- Ⓒ CONDITION III
- Ⓔ CONDITION VIII
- Ⓗ TRUNCATED DOMES ONLY
- METAL TRAFFIC SIGNAL POLE

NOT TO SCALE

PROJECT NOTES: 308,310,311,312,317

CURB RAMP LAYOUT

SR-3 FROM MP 268.995 - MP 269.104 (NBR/SBR)



LEGEND

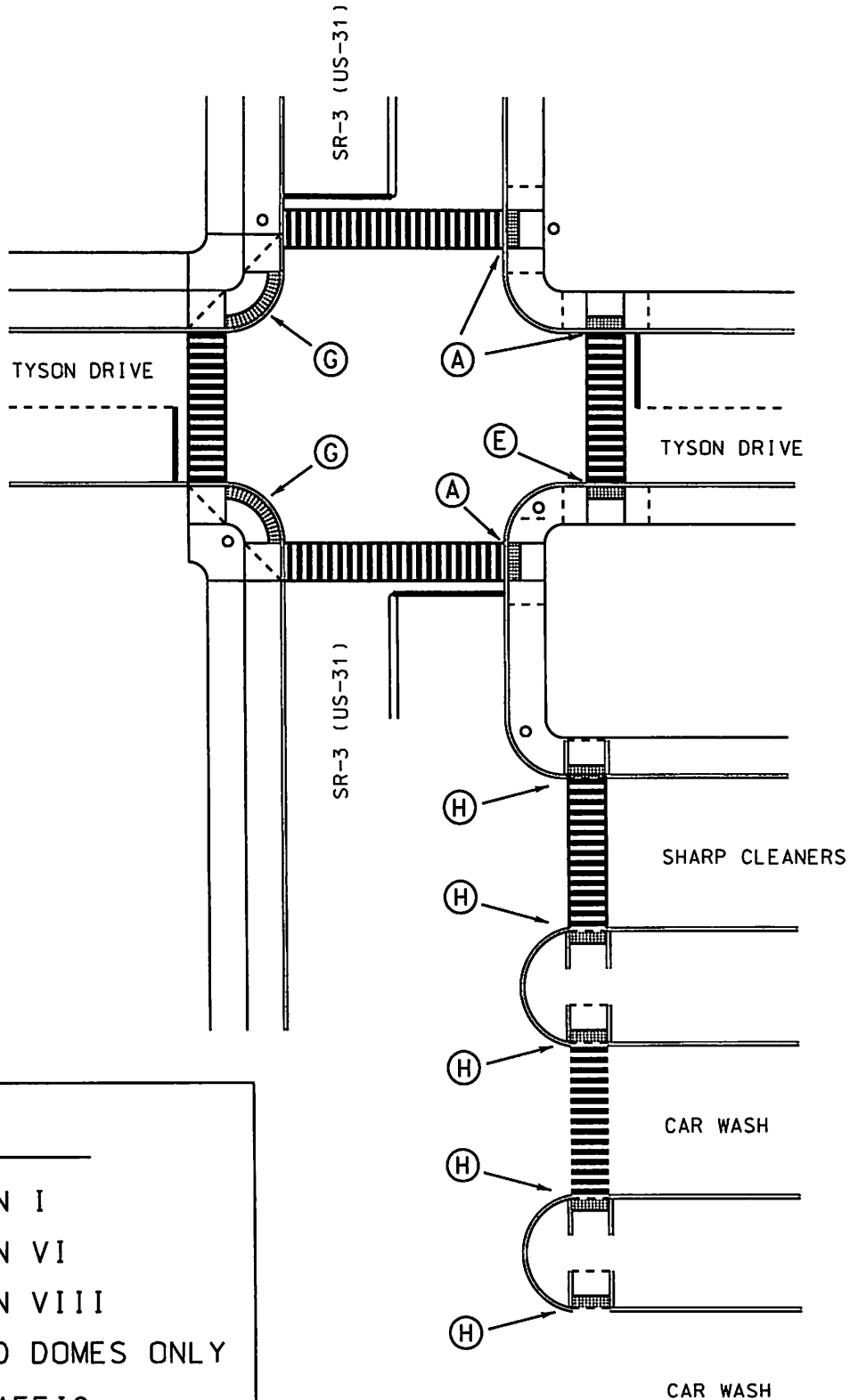
Ⓜ TRUNCATED DOMES ONLY

NOT TO SCALE

PROJECT NOTES: 308,310,311,312,313,317

CURB RAMP LAYOUT

SR-3 FROM MP 269.104 - MP 269.162 (NBR/SBR)



LEGEND

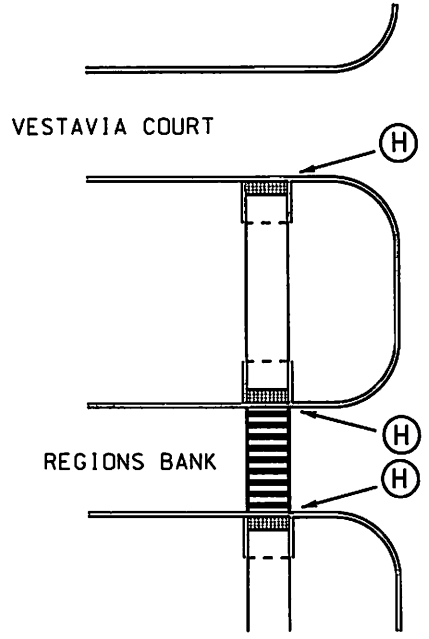
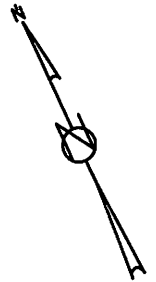
- (A) CONDITION I
- (E) CONDITION VI
- (G) CONDITION VIII
- (H) TRUNCATED DOMES ONLY
- METAL TRAFFIC SIGNAL POLE

NOT TO SCALE

PROJECT NOTES: 308,310,311,312,317

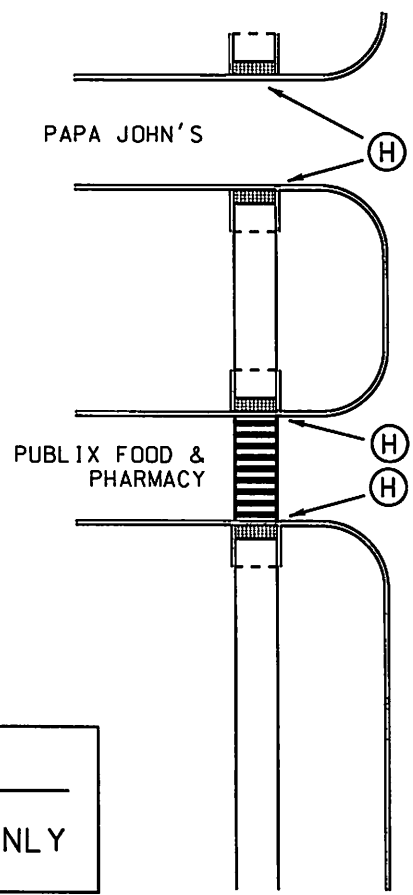
CURB RAMP LAYOUT

SR-3 FROM MP 269.162 - MP 269.205 (SBR)



SR-3 (US-31)

SR-3 FROM MP 268.757 - MP 268.861 (SBR)



SR-3 (US-31)

LEGEND

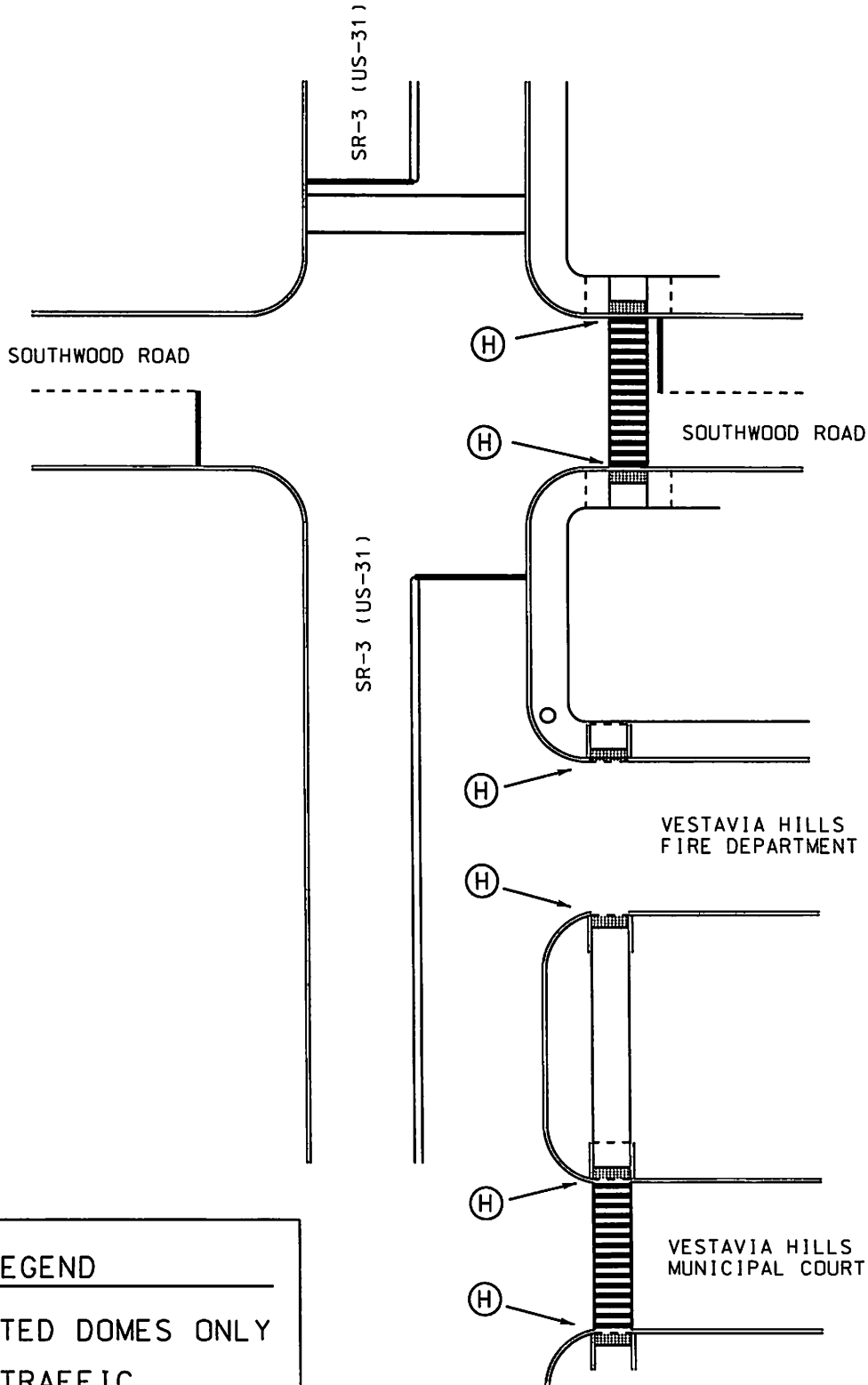
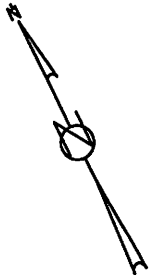
Ⓜ TRUNCATED DOMES ONLY

NOT TO SCALE

PROJECT NOTES: 308,310,311,312,313,317

CURB RAMP LAYOUT

SR-3 FROM MP 269.214 - MP 269.303 (NBR)



LEGEND

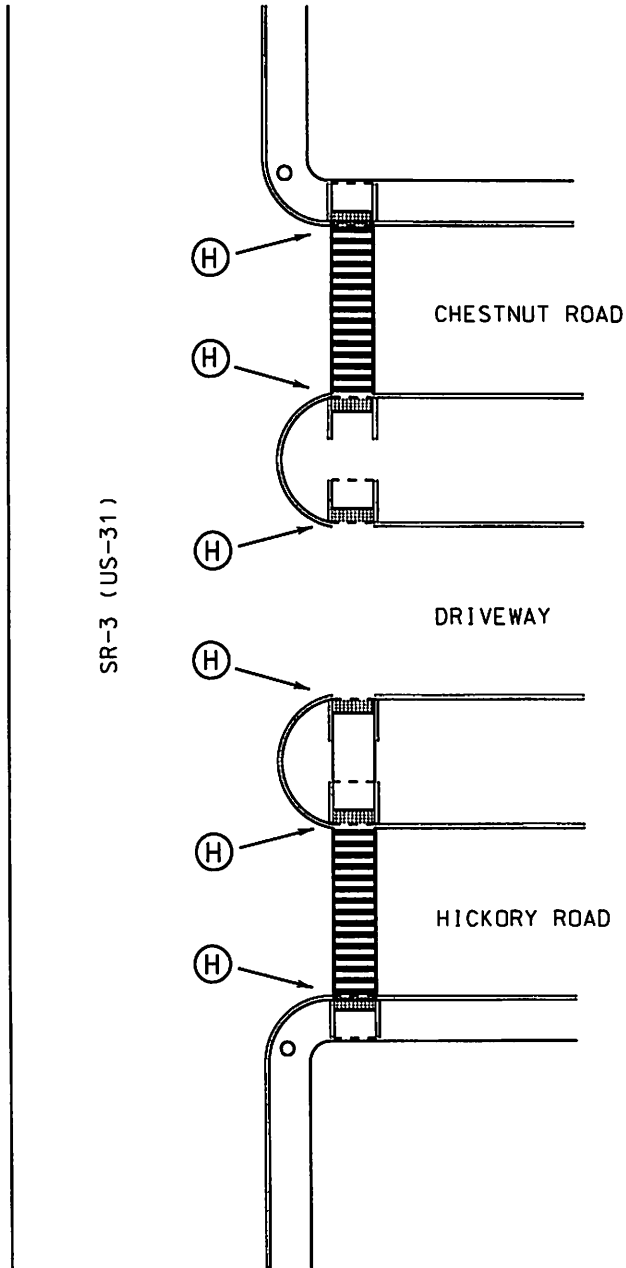
- (H) TRUNCATED DOMES ONLY
- (O) METAL TRAFFIC SIGNAL POLE

NOT TO SCALE

PROJECT NOTES: 308,310,311,312,317

CURB RAMP LAYOUT

SR-3 FROM MP 269.382 - MP 269.475 (NBR)



SR-3 (US-31)

LEGEND

Ⓜ TRUNCATED DOMES ONLY

NOT TO SCALE

Product: 11-Jun-2013 10:18 AM
S:\Special Project Drawings\Highway\BRR-SC(CB) Sheet1.dwg

NOT TO SCALE

ALABAMA DEPARTMENT OF TRANSPORTATION

SPECIAL PROJECT DRAWING

BRIDGE RAIL RETROFIT

FOR USE WITH EXISTING

CONC. BLOCK TYPE RETROFIT

BRR-SC(CB)

SHEET NO. 1 OF 2

DATE CHECKED	DATE DRAWN	DATE	BY
6/11/13	JTH	6/11/13	JTH

REVISIONS

THIS SPECIAL PROJECT DRAWING TO BE USED WITH ANY OF THE FOLLOWING STANDARDS:

ESTIMATED QUANTITIES

QUANTITY	UNIT	DESCRIPTION

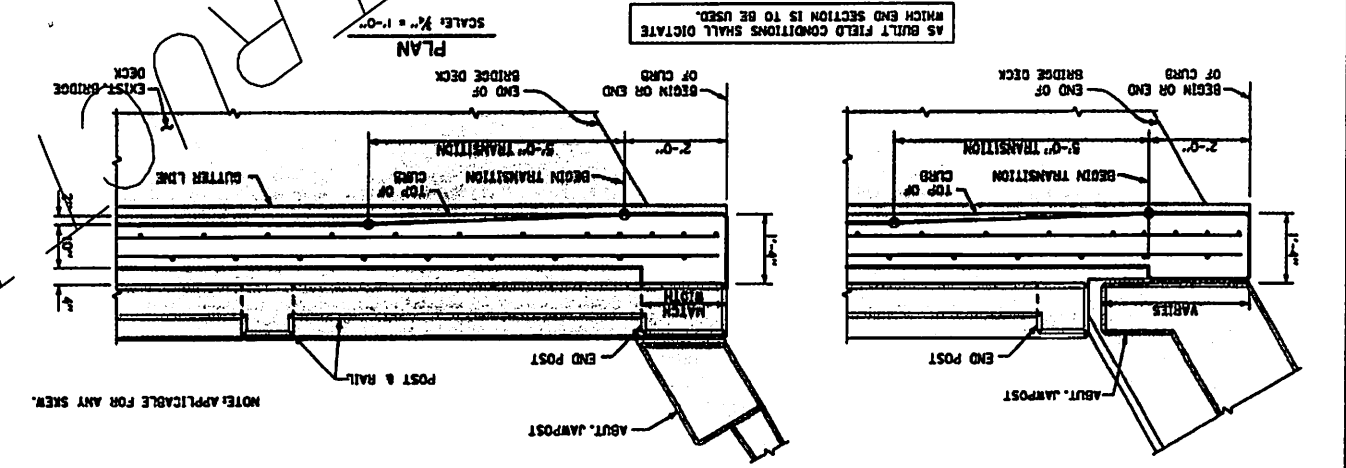
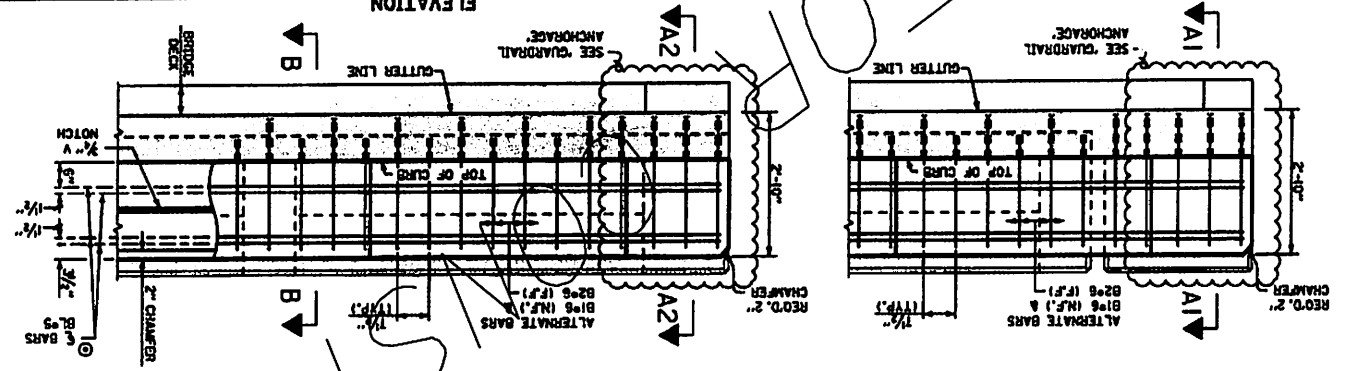
BRIDGE ENGINEER

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 6/11/13

- NOTES**
- CURRENT ALABAMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL APPLY.
 - WHEN DRILLING HOLES FOR BARS B16, ADJUST HOLE LOCATION AS REQUIRED TO AVOID EXISTING REINFORCEMENT.
 - CAREFULLY EXISTING CONCRETE SURFACES THAT WILL CONTACT NEW CONCRETE PRIOR TO SETTING BARS, COAT EXISTING CONCRETE WITH AN APPROVED TYPE POLYMER ADHESIVE PRIOR TO POURING NEW CONCRETE. SEE SECTION 810 OF THE STANDARD SPECIFICATIONS.
 - PAYMENT FOR ALL MATERIALS, LABOR AND INCIDENTALS NECESSARY FOR CONSTRUCTION OF THE BRIDGE RAIL RETROFIT AS SHOWN SHALL BE INCLUDED IN PAY ITEM 6296-018, BRIDGE RAIL RETROFIT, TYPE SC(B).
- A CLASS 2 FINISH IS REQUIRED ON THE TOP & FRONT OF THE BRIDGE RAIL RETROFIT.
 - EXISTING BRIDGE TO BE RETAINED IS INDICATED BY SHADING.
 - IN ADDITION TO EXISTING OPEN JOINTS BETWEEN SPANS, PROVIDE 3/4" OPEN JOINTS IN BRIDGE RAIL RETROFIT AT EACH INTERIOR BENT LOCATION. THE MID-POINT OF EACH SPAN, AND AT EQUAL SPACES BETWEEN THESE JOINTS NOT TO EXCEED 30 FT. BETWEEN JOINTS.
 - ALL BARS EMBEDDED IN EXISTING CONCRETE SHALL BE SET WITH AN APPROVED CONCRETE ANCHORING SYSTEM. SEE SECTION 610 OF THE STANDARD SPECIFICATIONS.



- NOTE: APPLICABLE FOR ANY SKEW.**
- SPRICE BARS B16 (24 DIA. (I.D.M.))
 - DRILL HOLES (12" DEEP) FOR BARS B16 (ENDED W/ AN APPROVED CONCRETE ANCHORING SYSTEM) HOLES SHALL BE DRILLED PARALLEL TO THE CURB FACE & BARS BENT VERTICAL AFTER SET WHOLE DIAMETER TO BE PER MANUFACTURER'S RECOMMENDATIONS)
 - DRILL HOLES 6" DEEP FOR BARS B26 (ENDED W/ AN APPROVED CONCRETE ANCHORING SYSTEM) HOLES DIAMETER TO BE PER MANUFACTURER'S RECOMMENDATIONS)
 - EXISTING JAWPOST AND POST & RAIL HEIGHTS VARY, MAINTAIN RAIL RETROFIT HEIGHT AS SHOWN.

AS BUILT FIELD CONDITIONS SHALL DICATE WHICH END SECTION IS TO BE USED.

REFERENCE PROJECT NO 99-303-371-003-401
FISCAL YEAR 2014
SHEET NO 5X

REFERENCE PROJECT NO

99-303-371-003-401

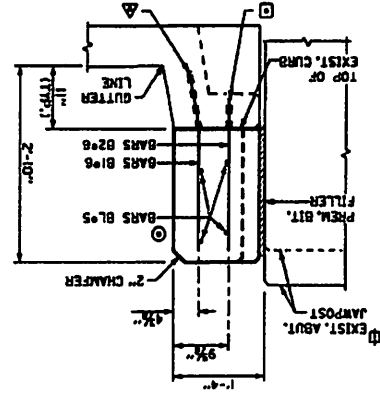
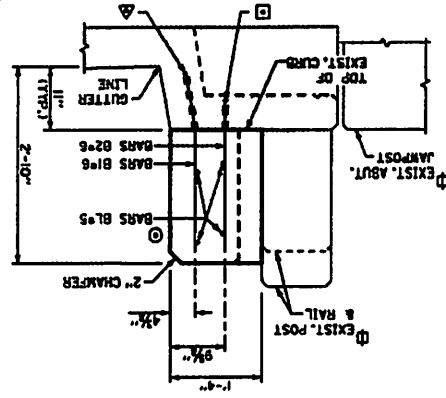
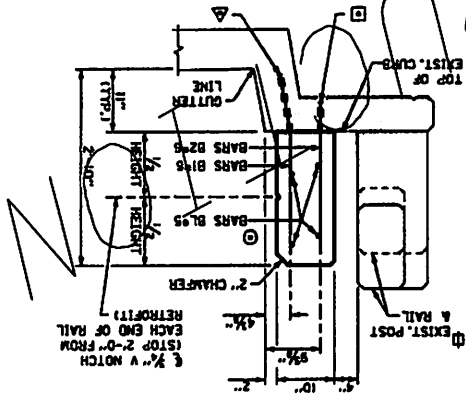
FISCAL YEAR

2014

SHEET NO

5Y

NO./REVISE	PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER



ALABAMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROJECT DRAWING

BRIDGE RAIL RETROFIT FOR USE WITH EXISTING SAFETY CURB (POST & RAIL) CONC. BLOCK TYPE RETROFIT

BRR-SC(CB)
SPECIAL PROJ. DWG. NO.

DATE CHECKED: 3/11 DATE DRAWN: 3/11
SCALE: 1/8" = 1'-0"

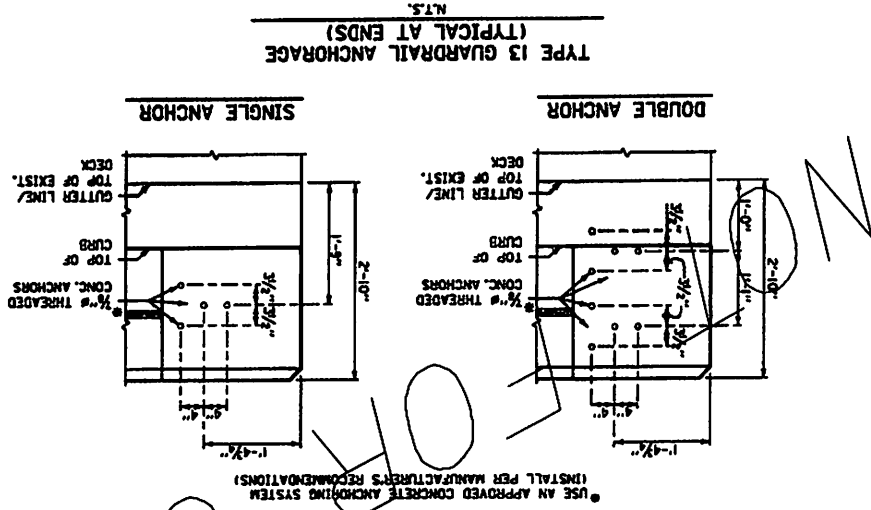
DESIGNED BY: JTM	CHECKED BY: MVA
COMPUTED BY: MVA	ESTIMATED QUANTITIES: MVA
DATE CHECKED: 3/11	DATE DRAWN: 3/11

THIS SPECIAL PROJECT DRAWING TO BE USED WITH ANY OF THE FOLLOWING STANDARDS:

REVISIONS

B2.6	2'-2"
B1.6	2'-1"

SHEET NO. 2 OF 2



NOT TO SCALE

Agreement - Resolution No. 4584

Plot Date: 11-Jan-2013 10:19 AM










S:\Special Project Drawings\Bridges\RailRetrofits\BRR-SC(CB) Sheet1.dwg

1/8" = 1'-0"

TRAFFIC CONTROL PLAN SUMMARY SHEET

SUMMARY OF REQUIRED QUANTITIES				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	SPECIAL AND STANDARD DRAWINGS
740B-000	CONSTRUCTION SIGNS	SQ FT	810	TCD-100 IHS-710-12 IHS-710-21 IHS-710-23
740D-000	CHANNELIZING DRUMS	EACH	221	
740I-002	WARNING LIGHTS, TYPE B	EACH	2	
741C-010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2	

LEGEND

-  LIGHTWEIGHT TYPE "B" WARNING LIGHT W/ DETACHABLE HEAD
-  TEMPORARY MOUNTED SIGN
-  POST MOUNTED CONSTRUCTION SIGN
-  L TRANSITION TAPER LENGTH MUTCD
-  PORTABLE SEQ. ARROW AND CHEVRON SIGN UNIT
-  DIRECTIONAL FLOW ARROW
-  WORK AREA
-  CHANNELIZING DRUM
-  FLAGGER

SEE SHEETS 2W THROUGH 2AA FOR APPLICABLE TRAFFIC CONTROL PLAN NOTES.

TRAFFIC CONTROL PLAN SUMMARY SHEET

REQUIRED CONSTRUCTION SIGNS

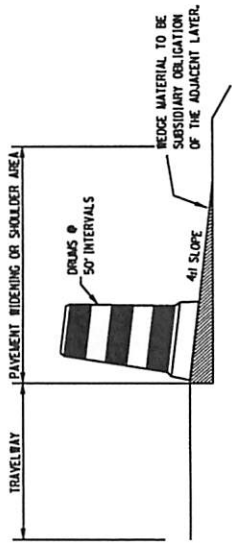
DESCRIPTION	SPECIAL OR STANDARD DRAWING NO	740B-000 CONSTRUCTION SIGNS		SIGNS	MOUNT	MUTCD NUMBER	REMARKS
		NO	SQ FT				
WHEN WORKERS ARE PRESENT/ SPEEDING FINES DOUBLED	SHS-9	4	80	48" X 60"	TEMP	R16-3	
SPEED LIMIT 35	SHS-1	4	20	24" X 30"	TEMP	R2-1	
SPEED LIMIT 40	SHS-1	4	20	24" X 30"	TEMP	R2-1	
END DOUBLED FINES	SHS-9	4	64	48" X 48"	TEMP	R16-3a	
ROAD WORK NEXT 4 MILES	SHS-29	4	40	60" X 24"	POST	G20-1	
END ROAD WORK	SHS-29	4	32	48" X 24"	POST	G20-2	
ROAD WORK AHEAD	SHS-28	13	117	36" X 36"	POST	W20-1	SEE SHEET 10
ROAD WORK AHEAD	SHS-28	4	64	48" X 48"	TEMP	W20-1	
LEFT LANE CLOSED 1000'	SHS-28	2	32	48" X 48"	TEMP	W20-5	
LEFT LANE CLOSED 1500'	SHS-28	2	32	48" X 48"	TEMP	W20-5	
RIGHT LANE CLOSED 1000'	SHS-28	2	32	48" X 48"	TEMP	W20-5	
RIGHT LANE CLOSED 1500'	SHS-28	2	32	48" X 48"	TEMP	W20-5	
REDUCED SPEED AHEAD	SHS-25	4	64	48" X 48"	TEMP	W3-5b	
LANE END (LEFT)	SHS-25	2	32	48" X 48"	TEMP	W4-2	
LANE END (RIGHT)	SHS-25	2	32	48" X 48"	TEMP	W4-2	
FLAGGER	SHS-28	13	117	36" X 36"	TEMP	W20-7	SEE SHEET 10
TOTAL			810				

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

8

TRAFFIC CONTROL PLAN SHEET

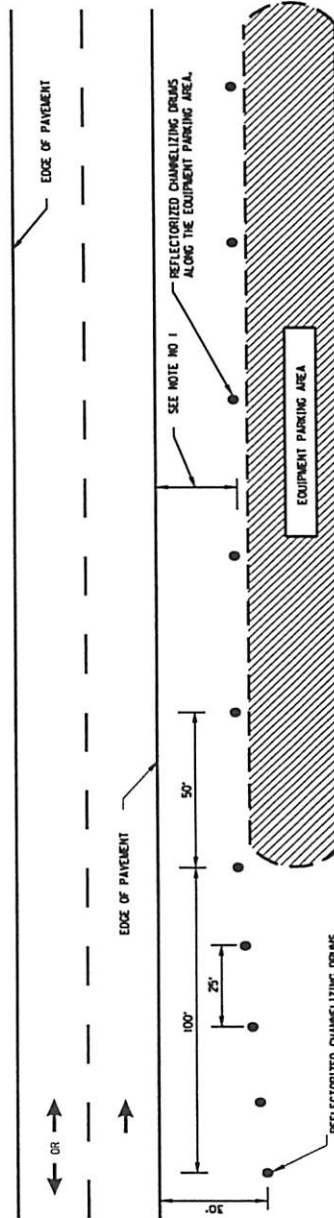


(FOR USE WHERE EXCAVATION HAS BEEN DONE, BUT WIDENING IS NOT COMPLETED BY NIGHTFALL OR WHERE PAVEMENT DROP OFF OF RESURFACING PROJECTS IS 3' OR MORE AT NIGHTFALL)

TYPICAL FOR DROP-OFF AT EDGE OF PAVEMENT

NOTES:

1. THE CONTRACTOR IS TO CONSTRUCT A WEDGE OF UNCLASSIFIED EXCAVATION OR CRUSHED AGGREGATE BASE. THE COST OF PLACING AND REMOVAL SHALL BE A SUBSIDIARY OBLIGATION OF THE ADJACENT LAYER.
2. CHANNELIZING DRUMS SHALL BE PLACED AT 50 FT INTERVALS AND SHALL BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO ALOOT.



DELINEATING DETAILS FOR EQUIPMENT PARKING AREA

NOTES:

1. DRUMS TO BE AS FAR AS PRACTICAL FROM EDGE OF PAVEMENT. MINIMUM DESIRABLE DISTANCE IS 15 FEET FOR FREEWAY TYPE FACILITIES AND 10 FEET FOR OTHER FACILITIES. FOR UNUSUAL CONDITIONS, SUCH AS SPECIAL EQUIPMENT OR LIMITED AVAILABLE SPACE, DIMENSIONS LESS THAN DESIRABLE SHALL BE AS DIRECTED BY THE ENGINEER.
2. ALL DEVICES TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO ALOOT.

THIS DRAWING REPRESENTS DESIGNS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS TO BE USED ONLY BY THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THE USE. ANY OTHER USE OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THE USE, IS STRICTLY PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MAY BE INCURRED AS A RESULT OF THIS DRAWING BEING USED IN ANY MANNER OTHER THAN THAT AUTHORIZED BY THE A.D.T.

ALABAMA DEPARTMENT OF TRANSPORTATION
1407 COLLEGE BUILDING
MONTGOMERY, AL 36103-5000

DESIGN BUREAU SPECIAL DRAWING
STANDARD DETAILS
FOR TRAFFIC CONTROL PLANS

DATE DRAWN: 10/23/12	SPECIAL PROJECT DETAIL	ROUTE
DRAWN BY: L.Y.S.	2001	SR-3
SHEET TITLE		

NOT TO SCALE

TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO

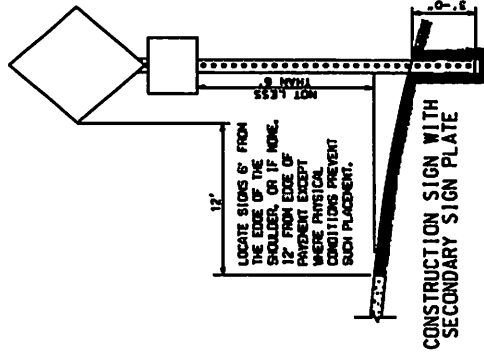
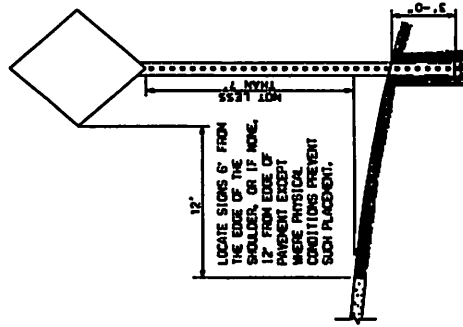
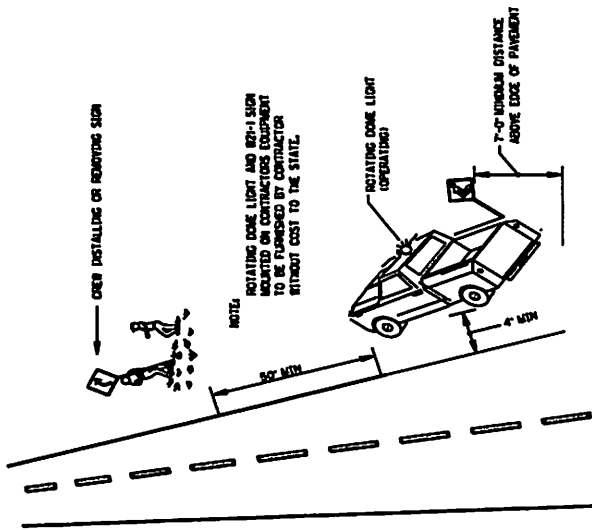
99-303-371-003-401

FISCAL YEAR

2014

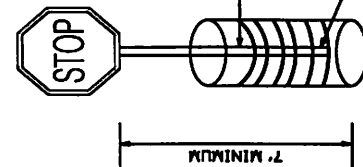
SHEET NO

9



TYPICAL METHOD FOR INSTALLING OR REMOVING CONSTRUCTION SIGNS

NOTE: IF THE CONTRACTOR CHOOSES TO SPLICE THE POSTS FOR THE REQUIRED POST MOUNTED CONSTRUCTION SIGNS, THEY SHALL BE SPLICED AS SHOWN ON DRAWING HS-710-23.



HEIGHT AND LATERAL LOCATION OF POST MOUNTED CONSTRUCTION SIGNS

DETAIL FOR DRUM MOUNTED CONSTRUCTION SIGNS

THE DRAWING PRESENTS DETAILS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND ARE TO BE USED IN CONNECTION WITH THE STANDARD DRAWINGS FOR TRAFFIC CONTROL PLANS. THE ALABAMA DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE USE OF THESE DRAWINGS UNLESS THEY BE PREPARED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION.

ALABAMA DEPARTMENT OF TRANSPORTATION
 DESIGN BUREAU SPECIAL DRAWING
 STANDARD DETAILS
 FOR TRAFFIC CONTROL PLANS

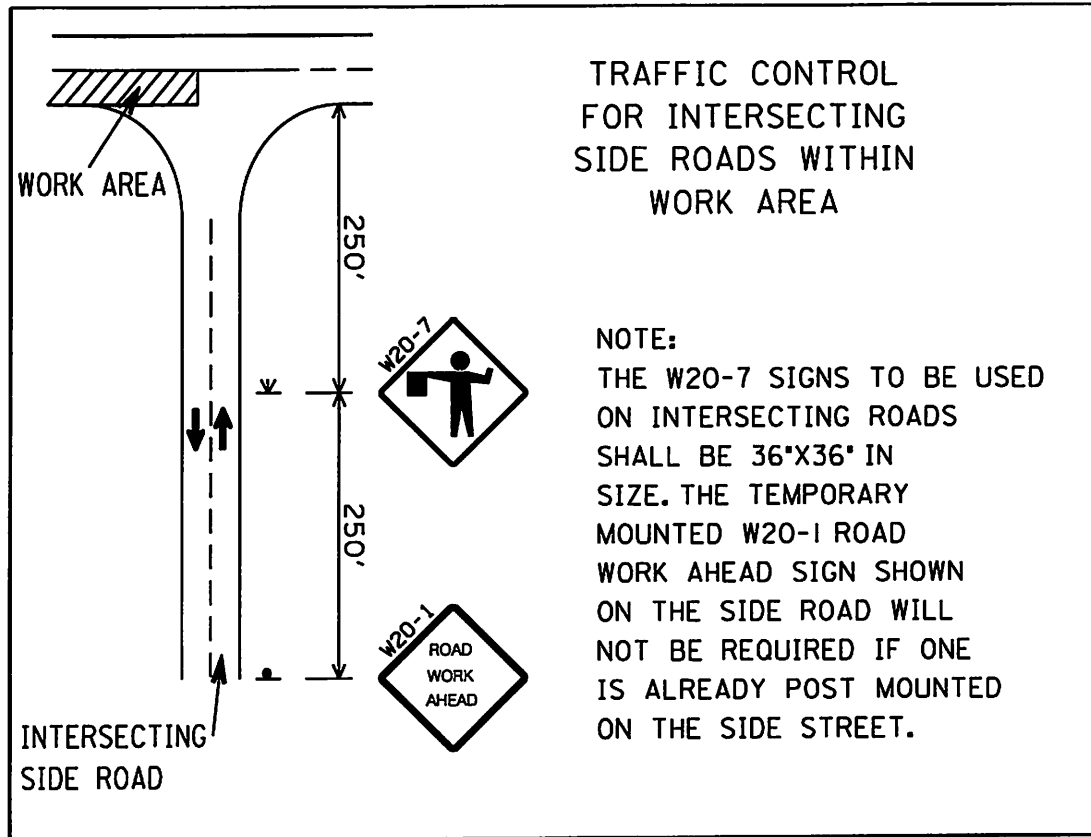
ALABAMA DEPARTMENT OF TRANSPORTATION
 DESIGN BUREAU
 605 SOUTH WHEELING
 MONTGOMERY, AL 36102-5000

DESIGN BUREAU
 DATE DRAWN: 10/20/12
 SPECIAL PROJECT DETAIL
 SHEET TITLE
 ROUTE
 SR-3

NOT TO SCALE

TRAFFIC CONTROL PLAN SHEET

Agreement - Resolution No. 4584



REQUIRED SIGN SIZES	
W20-7	36" X 36"
W20-1	36" X 36"

LEGEND

- ▷ POST MOUNTED SIGN
- ◁ TEMPORARY MOUNTED SIGN

REFERENCE PROJECT NO
99-303-371-003-401

FISCAL YEAR
2014

SHEET NO
10

SPECIFICATIONS
CONFORM ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING AND RELATED ITEMS PROVIDED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALIENED, OR USED BY ANYONE, IN ANY MANNER, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION. UNAUTHORIZED REPRODUCTION OR USE OF THIS DRAWING OR ITS CONTENTS IS PROHIBITED BY THE PENAL CODE OF THE U.S.A.

ALABAMA DEPARTMENT OF TRANSPORTATION
1600 COLLEGE BOULEVARD
MONTGOMERY, AL 36104-2000

DESIGN BUREAU SPECIAL DRAWING
STANDARD DETAILS FOR TRAFFIC CONTROL PLANS

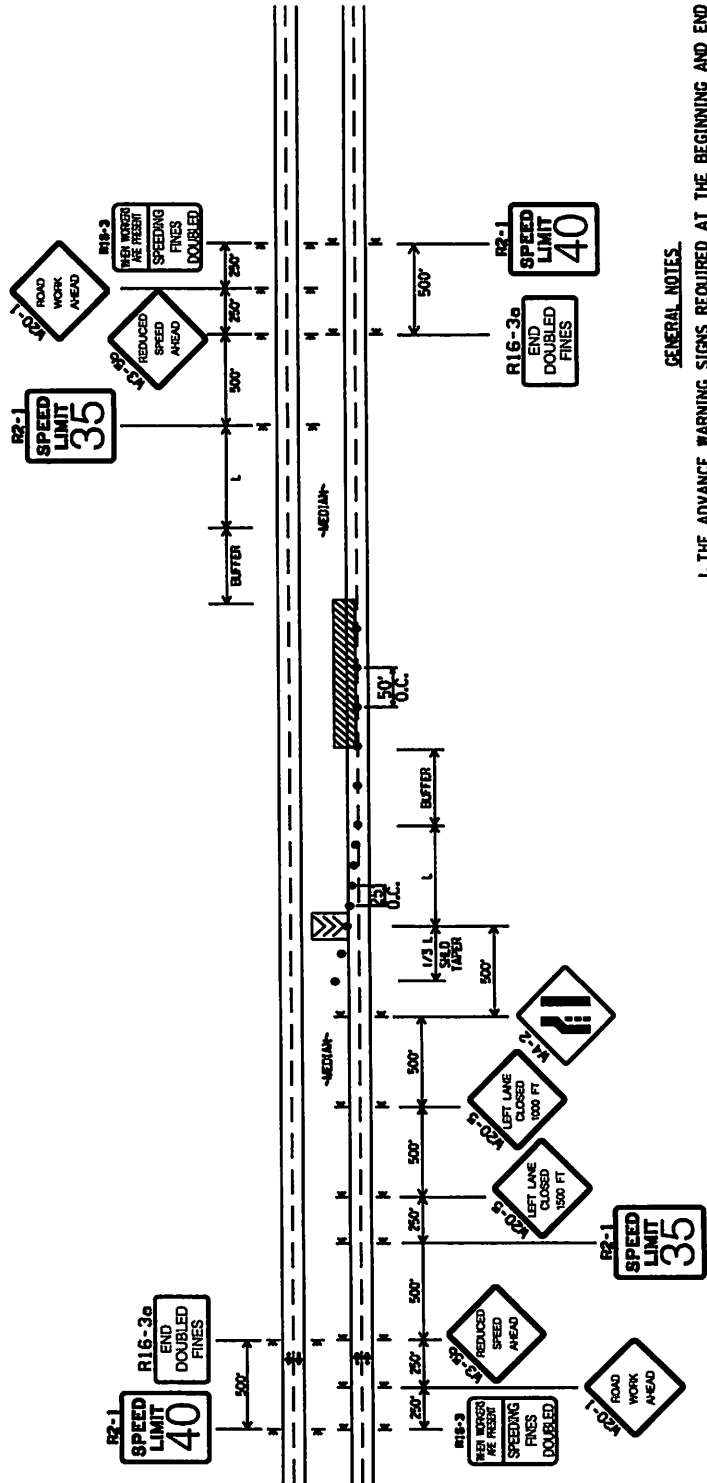
SPECIAL DRAWING NO. **SPECIAL PROJECT DETAIL** SHEET NO.

NOT TO SCALE

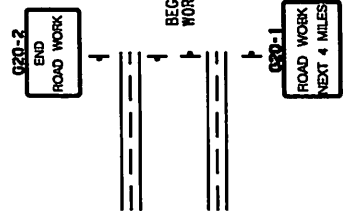
SHEET TITLE ROUTE
SR-3

TRAFFIC CONTROL PLAN SHEET

TYPICAL SCHEME FOR INSIDE LANE CLOSURE



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



REQUIRED SIGN SIZES	NOT TO SCALE
W4-2 48" X 48"	SHEET TITLE ROUTE SR-3
W20-5 48" X 48"	
W3-5b 24" X 30"	
R2-1 48" X 60"	
R16-3a 48" X 48"	
W20-1 60" X 24"	
G20-2 48" X 24"	

CONTRACT ADMINISTRATION & INSPECTION

ALABAMA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION

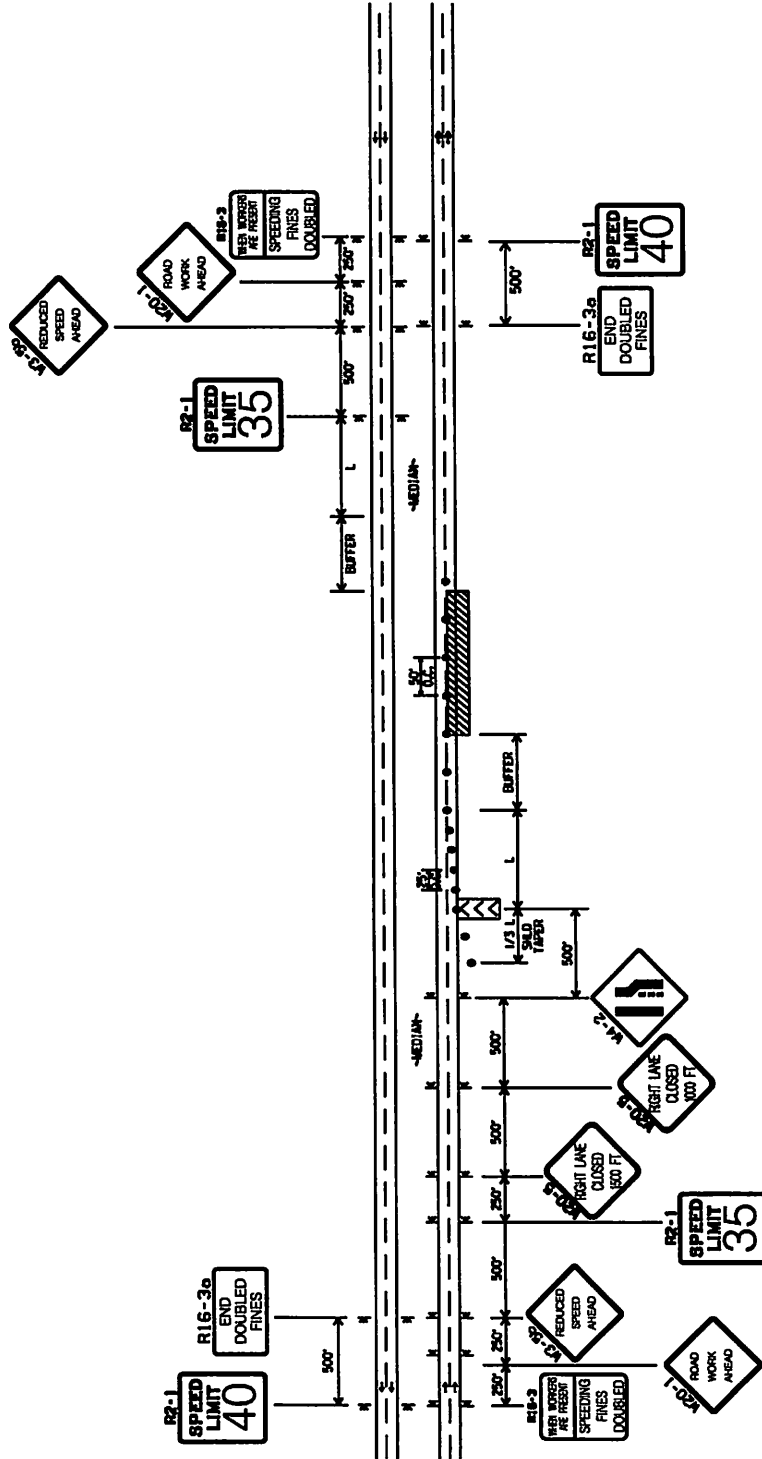
DETAILS FOR MULTI LANE DIVIDED HIGHWAY LANE CLOSURES

SPECIAL PROJECT DETAIL

SHEET TITLE ROUTE SR-3

TRAFFIC CONTROL PLAN SHEET

TYPICAL SCHEME FOR OUTSIDE LANE CLOSURE



GENERAL NOTES

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

LEGEND

- ⊥ TEMPORARY MOUNTED SIGN
- ⊥ POST MOUNTED SIGN
- CHANNELIZING DRUM
- ▨ PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

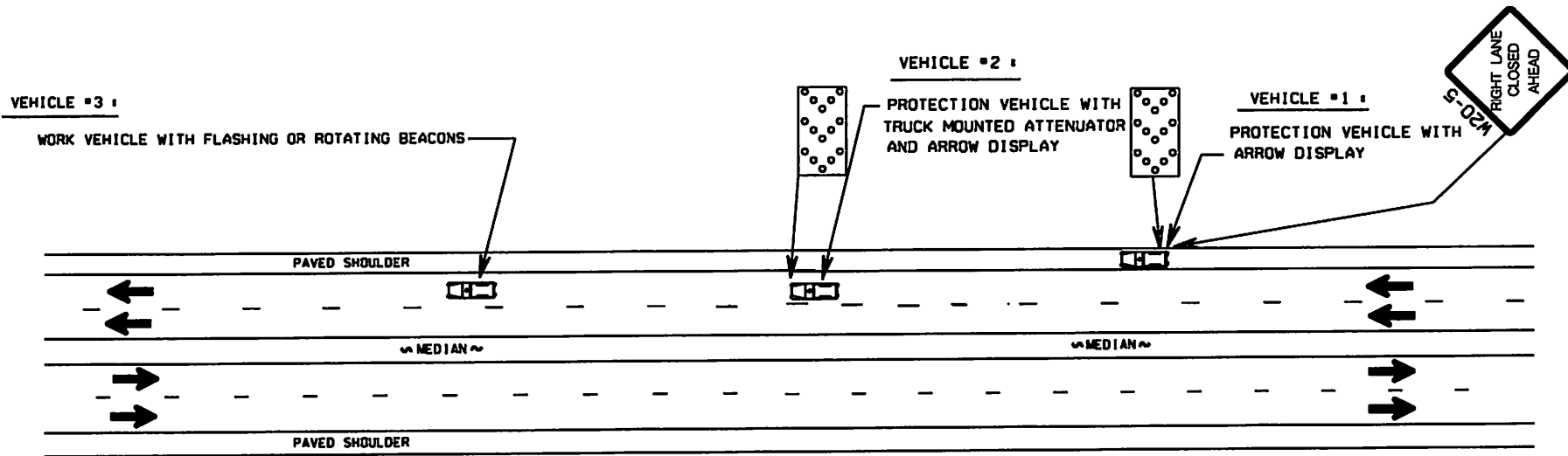
REQUIRED SIGN SIZES	
R4-2	48" X 48"
W20-5	48" X 48"
W3-5b	48" X 48"
R2-1	24" X 30"
R16-3	48" X 60"
R16-3g	48" X 48"
W20-1	48" X 48"
G20-2	60" X 24"
G20-2	48" X 24"

SPECIFICATIONS CONSULT ALABAMA DEPARTMENT OF TRANSPORTATION	
THE ALABAMA DEPARTMENT OF TRANSPORTATION HAS ADOPTED THE FOLLOWING SIGN SIZES FOR THE STATE OF ALABAMA. THESE SIGNS SHALL BE USED UNLESS OTHERWISE SPECIFIED IN THE PROJECT CONTRACT DOCUMENTS. THE ALABAMA DEPARTMENT OF TRANSPORTATION HAS ADOPTED THE FOLLOWING SIGN SIZES FOR THE STATE OF ALABAMA. THESE SIGNS SHALL BE USED UNLESS OTHERWISE SPECIFIED IN THE PROJECT CONTRACT DOCUMENTS.	
ALABAMA DEPARTMENT OF TRANSPORTATION 100 COLLETT AVENUE MONTGOMERY, AL 36103	
EXTRA LARGE SIGN SIZES DETAILS FOR MULTI LANE DIVIDED HIGHWAY LANE CLOSURES	
PROJECT NO. 2014-003 DATE: 03/2014	SPECIAL PROJECT DETAIL ROUTE SR-3

NOT TO SCALE

TRAFFIC CONTROL PLAN SHEET

TYPICAL APPLICATION FOR PLACEMENT OF TRAFFIC STRIPE AND PAVEMENT MARKERS
MULTILANE HIGHWAY WITH SHOULDER



NOTE : ALL TRAFFIC CONTROL DEVICES SHOWN IN THIS SKETCH SHALL BE SUBSIDIARY OBLIGATIONS OF ITEM 740B-000.

SPECIFICATIONS CORRECT ALABAMA DEPARTMENT OF TRANSPORTATION	
<small>THIS DRAWING REPRESENTS A PLAN PROVIDED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, A PART, OR USED BY ANYONE, IN ANY MANNER, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION. SPECIFICATIONS APPLICABLE TO ANY OTHER PROJECT SHALL BE OBTAINED FROM THE ALABAMA DEPARTMENT OF TRANSPORTATION.</small>	
	ALABAMA DEPARTMENT OF TRANSPORTATION <small>AND HIGHWAY CONSTRUCTION</small> <small>MONTESSIELO, AL. 36105-0001</small>
DESIGN BUREAU SPECIAL DRAWING APPLICATION OF PROPOSED TRAFFIC STRIPES FOR MULTILANE DIVIDED HIGHWAYS	
DRAWN BY: _____ DATE: _____	SPECIAL DRAWING BY: SPECIAL PROJECT DETAIL

NOT TO SCALE

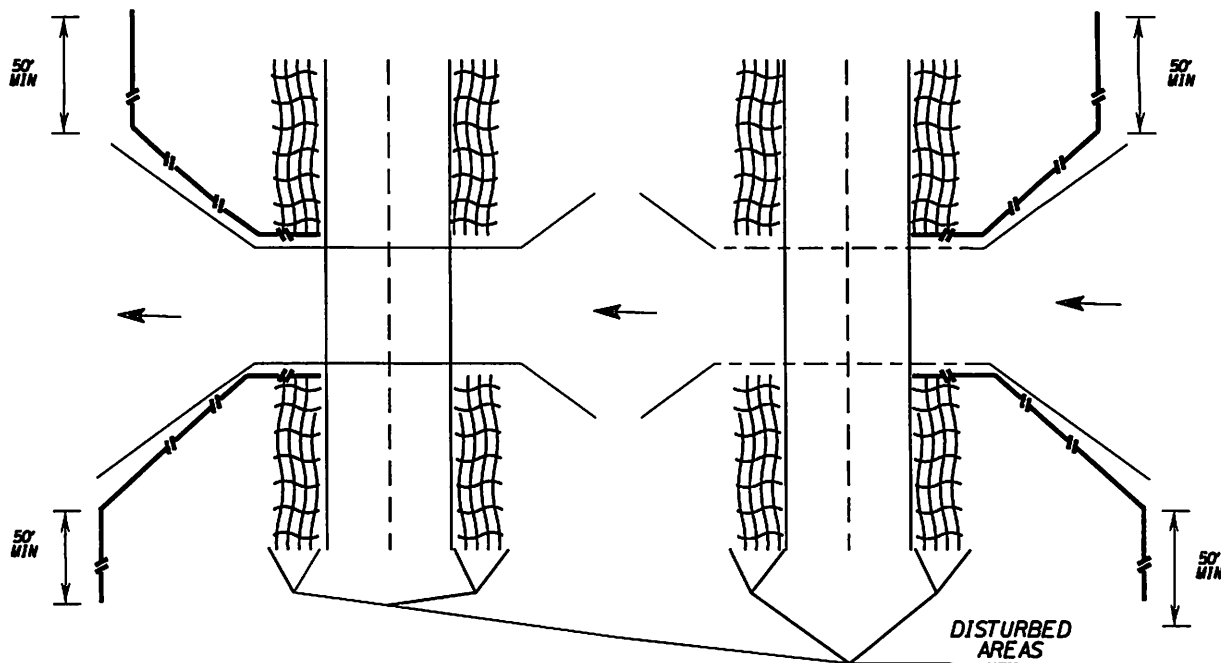
SHEET TITLE	ROUTE
	SR-3

REFERENCE PROJECT NO
99-303-371-003-401

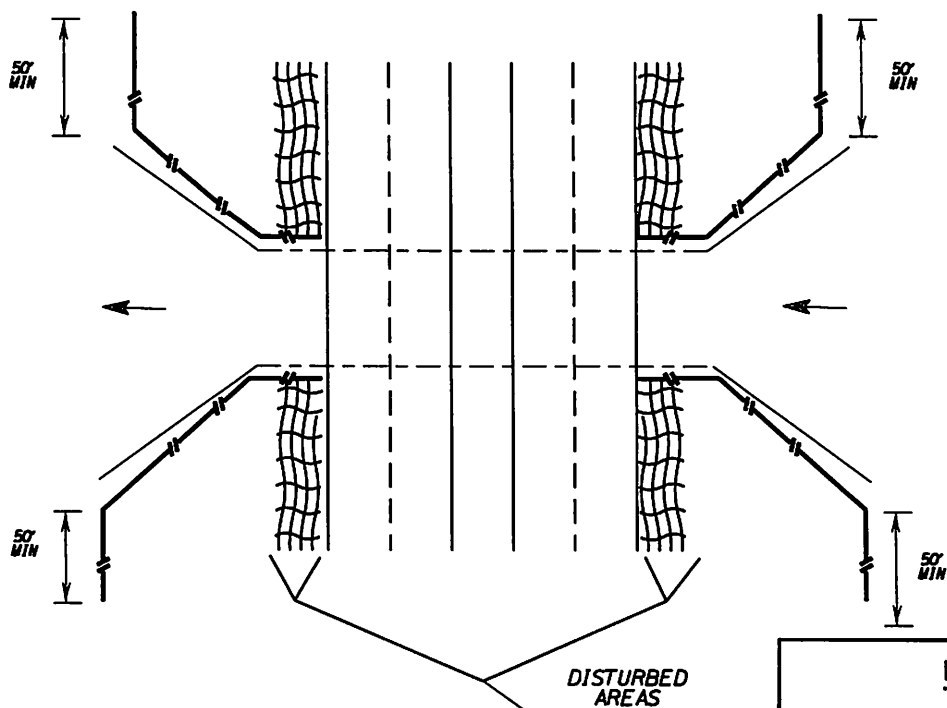
FISCAL YEAR
2014

SHEET NO
13

EROSION AND SEDIMENT DETAILS DISCHARGE POINTS 1 (BRIDGE AND BRIDGE CULVERT)



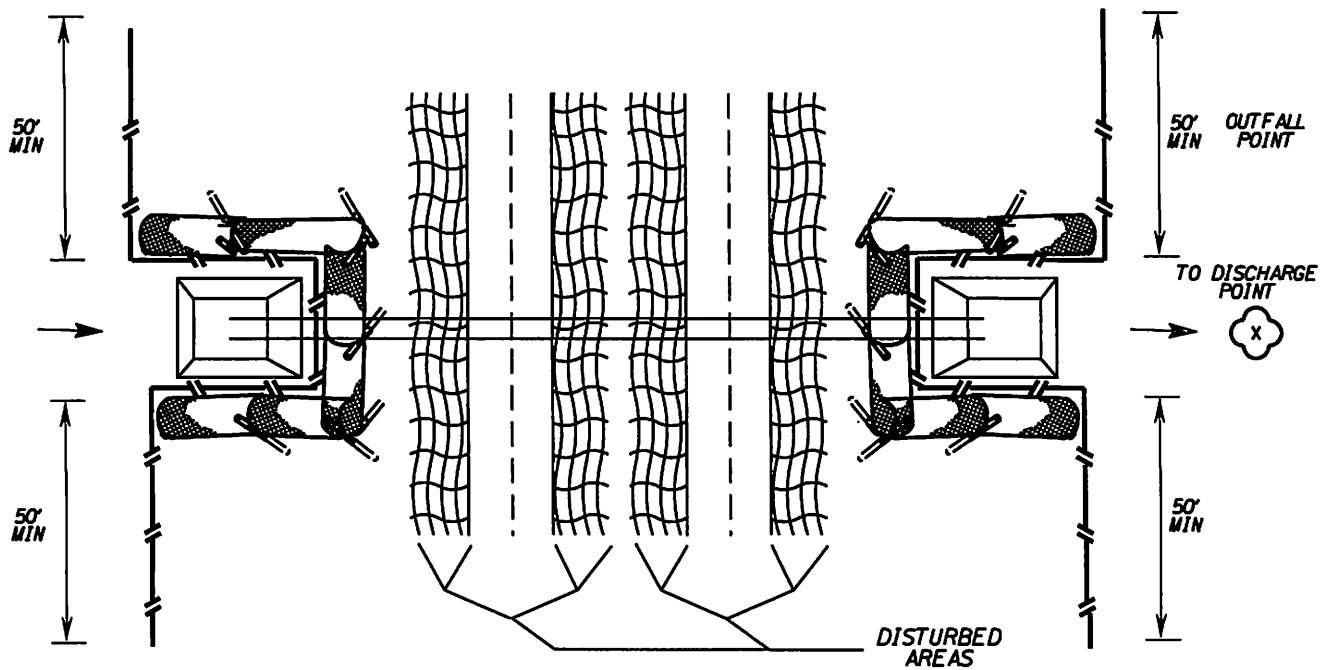
DISCHARGE POINTS 2 (BRIDGE CULVERT)



LEGEND	
SILT FENCE	

NOT TO SCALE

EROSION AND SEDIMENT DETAILS DISCHARGE POINTS 3,4,5,6,7



LEGEND

- SILT FENCE
- WATTLE
- HEAD WALL

NOT TO SCALE

ORDINANCE NUMBER 2496

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

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

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

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

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary Warrants	0.3150
High School and Board Operations	<u>2.5600</u>
Total	4.9300

SECTION TWO - SHELBY TAX LEVY: Taxes are hereby levied by the Shelby County Commission §40-7-42, Code of Alabama, 1975 for the City tax year commencing on the first day of October, 2014, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2015, as follows:

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

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

State of Alabama	0.650
Shelby County	0.500
Shelby County School Countywide	1.600
Shelby County Road and Bridge	0.250

General Municipal Purpose Tax	2.055
Special Municipal School Tax	2.560
West Elementary Warrants	<u>0.315</u>
Total	7.930

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2014, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2014, and shall on said date become a lien on the property subject thereto.

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

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 2496, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

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

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

ADOPTED AND APPROVED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2496 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2497

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

WITNESSETH THESE HISTORICAL RECITALS:

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

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

and;

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

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

TOTAL 38.800 and;

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

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

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

1. State of Alabama: Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. \$ 0.65
2. Jefferson County: One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. 1.35

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

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

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

TOTAL 3.100 and;

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

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

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

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

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

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

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

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

(a) General Municipal Purposes	0.823
(b) Garbage Collection	0.823
(c) West Elementary - Warrants	0.315
(d) High School and Operations	<u>1.510</u>
TOTAL	3.470 and;

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

State of Alabama	\$	0.65
Jefferson County		1.35
Jefferson County Schools		0.82
Special School District Tax		0.96
Special School District Tax		0.55
General Municipal Purpose Tax		1.96
Special Municipal School Tax		<u>1.51</u>
TOTAL	\$	7.80

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

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

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

1. State of Alabama: Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. \$ 0.65
2. Jefferson County: One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. 1.35
3. Jefferson County Schools: Eighty-two cents on each One Hundred Dollars (\$100.00) of 0.82

the assess value of such property.

4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55
6.	<u>Local General Municipal and Special Municipal School Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	3.88
TOTAL		\$ 8.21

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

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

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

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

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

_____ For Proposed Taxation

_____ Against Proposed Taxation

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

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

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

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

TOTAL \$ 9.260

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

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

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

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

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

On March 11, 2014, the voters of the City of Vestavia Hills, Alabama, voted in favor of renewing the levy of the said 10.5 mill tax commencing with the tax year for which taxes will become due and payable on October 1, 2018 and for each consecutive tax year thereafter without limit as to time.

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

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

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

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

TOTAL 4.9300

SECTION TWO - SPECIAL DISTRICT TAXES: In addition to the taxes levied in SECTION ONE above, taxes are hereby levied for the City tax year commencing on the 1st day of October, 2014, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2015, as follows:

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

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

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2014, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2014, and shall on said date become a lien on the property subject thereto.

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

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 2497, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

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

SECTION EIGHT - INTENT: It is the intent of the City of Vestavia Hills, Alabama, with the passage of this Ordinance Number 2497, that the aggregate local millage for general municipal purposes and local school district tax rates be Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property and consist of the following:

Special High School Tax and Operations	\$	2.560
General Municipal Including Garbage		2.055
West Elementary		<u>.315</u>
TOTAL	\$	4.930

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

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		1.510
5.	Local General Municipal Purpose Tax		2.055
6.	Special Municipal School Tax		2.560
7.	West Elementary		<u>0.315</u>
	TOTAL	\$	9.260

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

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

ADOPTED and APPROVED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2497 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2494

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

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

1421 Round Hill Road
Lot 19, 5th Addition to Vesthaven, Sector 4
City of Vestavia Hills, Owner(s)

APPROVED and ADOPTED this the 28th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

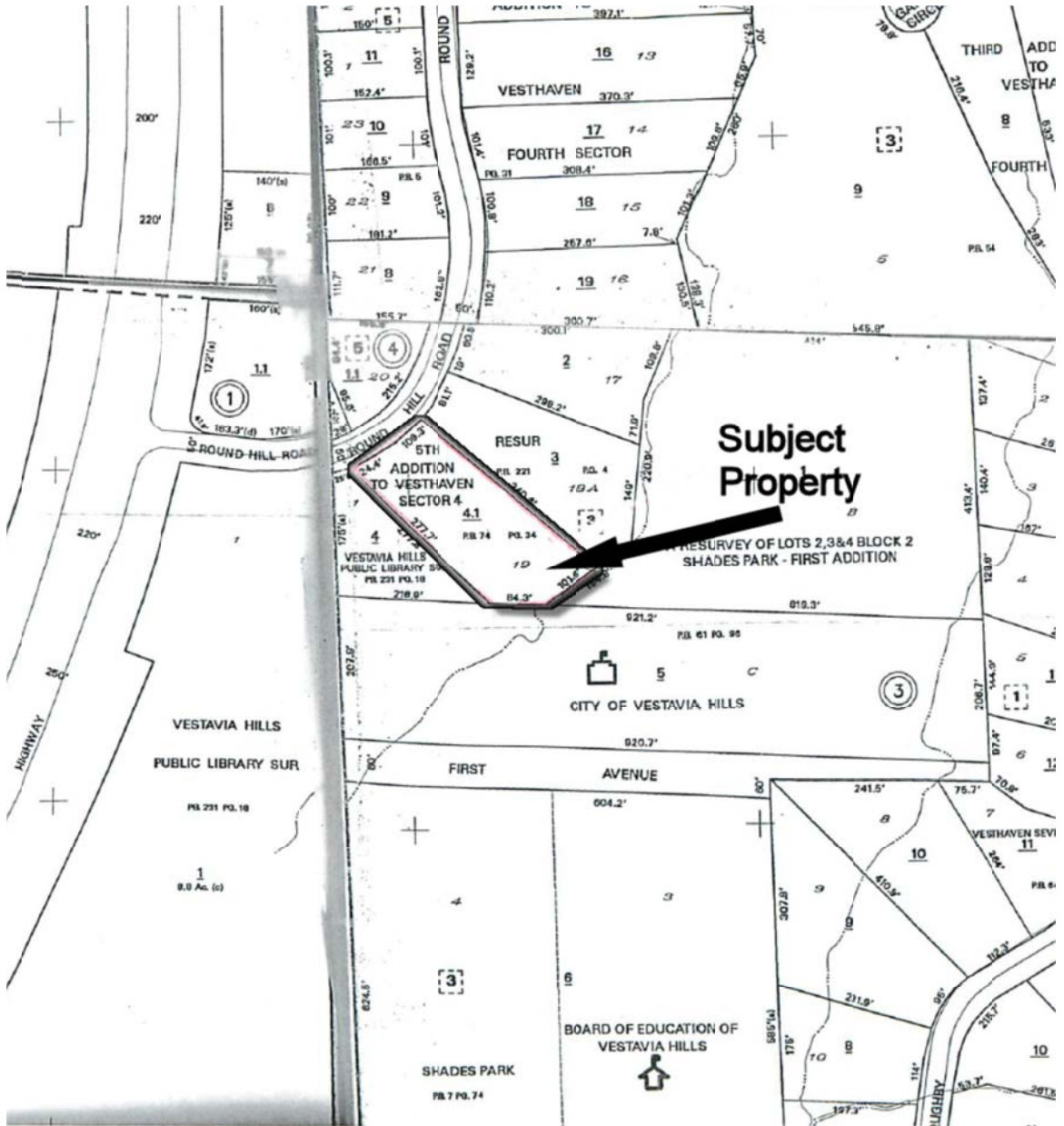
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2494 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of April, 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



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

Date: **MARCH 13, 2014**

- **CASE: P-0314-03**
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-2 to Vestavia Hills Inst-1
- **ADDRESS/LOCATION:** 1421 Round Hill Rd
- **APPLICANT/OWNER:** City of Vestavia Hills
513 Montgomery Hwy
Vestavia Hills, AL 35216
- **GENERAL DISCUSSION:** Lot is located directly to the east of the Library in the Forrest. The City has purchased this lot to expand library parking. The new parking lot will hold 46 spaces. The lot did have covenants prohibiting the rezoning that have been waived.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request may not be consistent with the plan which calls for a neighborhood use; however, it is not spot zoning because it is adjacent to an institutional use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION: Mr. Visintainer made a motion to recommend approval for Rezoning of 1421 Round Hill Rd. from Vestavia Hills R-2 to Vestavia Hills Inst-1. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Visintainer – yes

Mrs. Fancher – yes

Mr. House – yes

Motion carried.

Mr. Burrell – yes

Mr. Brooks – yes

Mr. Sharp – yes

Mr. Larson – yes

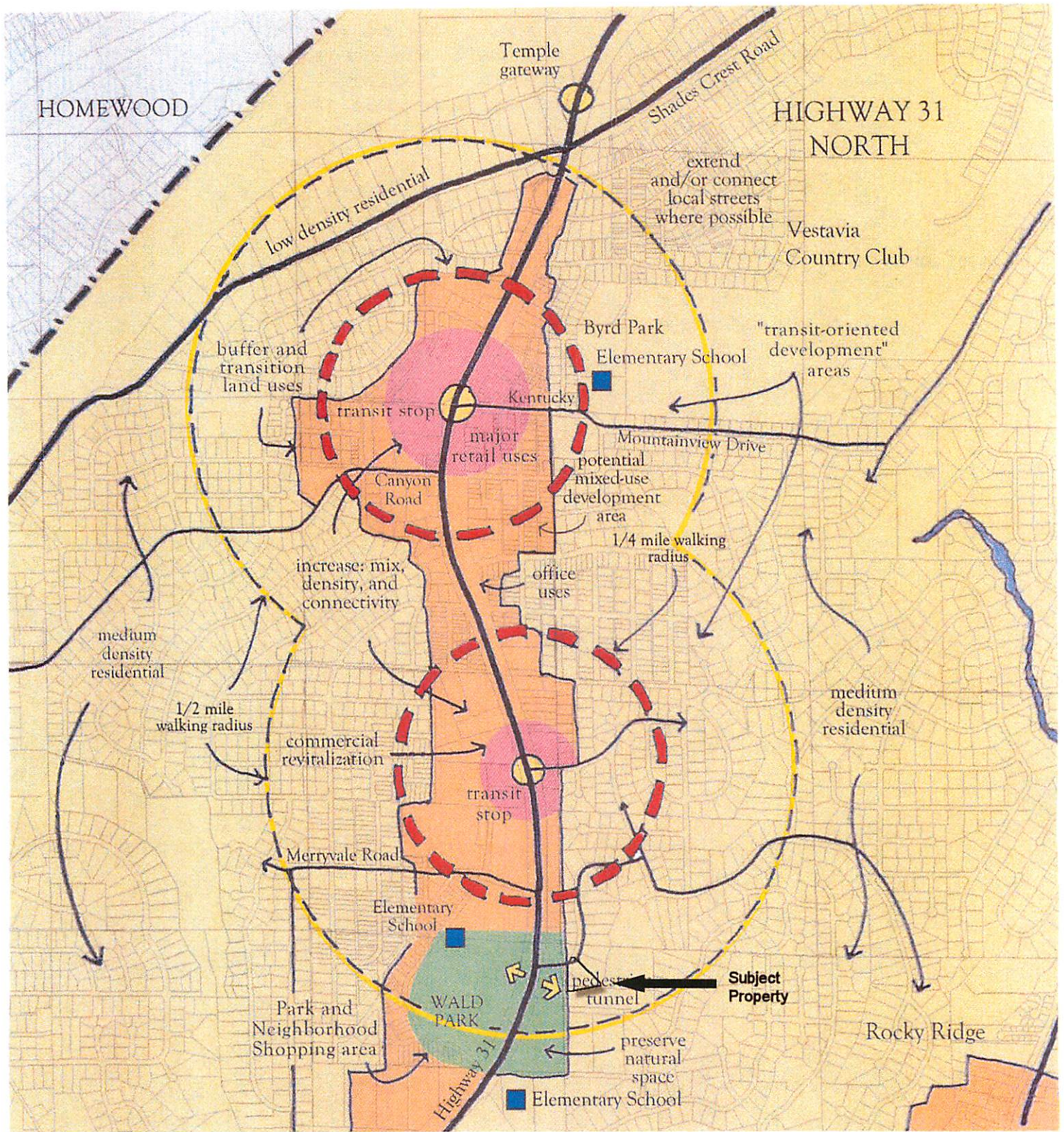


Figure 17: Highway 31 North
Land Use Analysis

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

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



ORDINANCE NUMBER 2495

**AN ORDINANCE GRANTING A CONDITIONAL USE
APPROVAL FOR A 120' STEALTH MONOPOLE (MONOPINE)**

WHEREAS, on December 13, 2010 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 2331 entitled the Vestavia Hills Zoning Code and establishing a conditional use approval for certain uses not permissible by right in zoning classifications; and

WHEREAS, on February 6, 2014, Davis Properties LLC submitted an application for construction and operation of a 120' stealth monopole (monopine) on the property located at 2062 Columbiana Road currently zoned Vestavia Hills B-1; and

WHEREAS, Section 7.9 of the Vestavia Hills Zoning Code sets forth development criteria for new telecommunications facilities; and

WHEREAS, AT&T has shown a need for added coverage in the general area of subject property in and along area rights-of-way; and

WHEREAS, the Vestavia Hills Planning and Zoning Commission at its regular meeting of March 13, 2014 voted unanimously to recommend approval of the request for a 120' stealth monopole (monopine) be approved as requested, with certain stipulations; and

WHEREAS, a copy of said application dated February 6, 2014 is attached and hereby incorporated into this Ordinance Number 2495.

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

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

1. Conditional Use Approval is hereby approved for AT&T Mobility for construction and operation of the Monopole on property owned by Davis Properties, LLC and located at 2062 Columbiana Road with the following conditions:
 - (a) The Monopole shall be a monopine stealth structure limited to 120' in height with accompanying facilities; and
 - (b) The Monopole "branches and aesthetics" shall be kept in good condition while in use; and
 - (c) Any and all fencing surrounding the Monopole and related facilities shall be kept in good condition; and
 - (d) The areas surrounding the Monopole and related facilities shall be adequately landscaped; and
 - (e) Landscaping and proposed fencing shall be reviewed and approved by the City's Design Review Board.
2. If at any time the Monopole is destroyed or its intended use as a telecommunications tower terminated, and such structure is not reconstructed, refurbished or used for communication purposes for a period in excess of three hundred and sixty-five (365) days from the date of destruction or non-use, said Ordinance Number 2495 and said conditional use approval shall be nullified.

ADOPTED and APPROVED this the 28th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

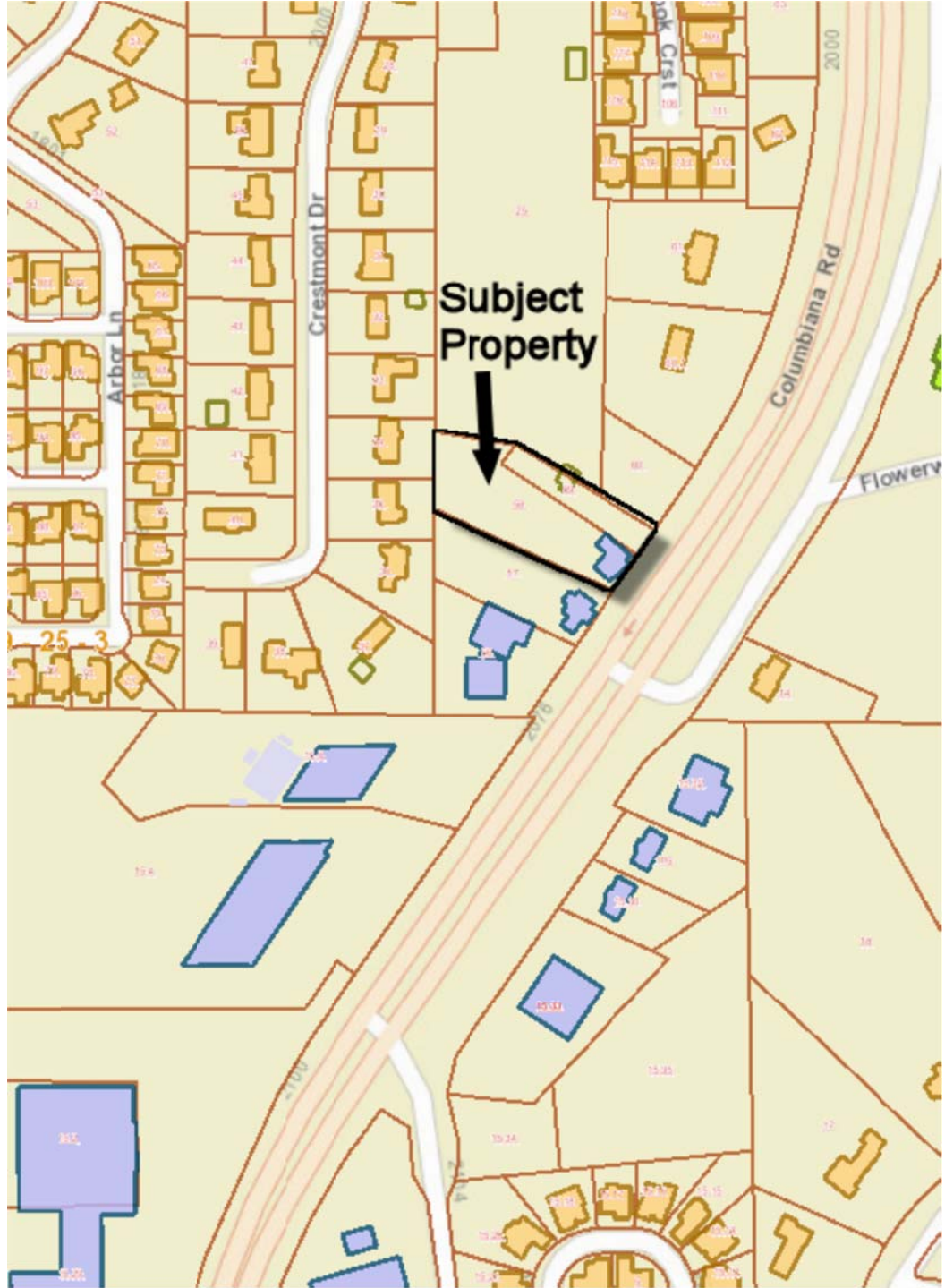
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2495 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of April, 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



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

Date: **MARCH 13, 2014**

- **CASE:** P-0314-04
- **REQUESTED ACTION:** Conditional Use approval for a 120' telecommunications facility
- **ADDRESS/LOCATION:** 2062 Columbiana Rd.
- **APPLICANT/OWNER:** Davis Properties
2062 Columbiana Rd.
Vestavia Hills, AL 35216
205-798-8293
- **REPRESENTING AGENT:** Baker, Donelson, Bearman, Caldwell & Berkowitz,
P.C.
205-798-8293
- **GENERAL DISCUSSION:** Lot is located on Columbiana Rd. and house the Steven Davis & Company, Inc. CPA firm. The applicant and AT&T wish to construct a 120' cell phone tower towards the rear of the property in a wooded area. The pole would sit on an 80'x80 pad. The applicant has the option of building a monopole tower or a monopine tower. A monopine tower is a tower entwined with pine tree-like branches. The application meets the requirements for telecommunication facilities in Section 7.9 of the Zoning Code. The property is currently zoned Vestavia Hills B-1.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Recommended with a monopine tower.

2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

- **MOTION:** Motion to recommend approval with the conditions that

1. A “Monopine” tower be built;
2. The fence surrounding the structure be decorative in nature;
3. The area be adequately landscaped the Vestavia Hills Design Review Board’s satisfaction

was made by Mr. Burrell and 2nd was made by Mr. Visintainer. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Burrell – yes
Mr. Visintainer – yes	Mr. Brooks – yes
Mrs. Fancher – yes	Mr. Sharp – yes
Mr. House – yes	Mr. Larson – yes

Motion carried.

RESOLUTION NUMBER 4580

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A MASTER DEVELOPMENT AND BROKERAGE SERVICES AGREEMENT WITH DANIEL CORPORATION FOR THE DEVELOPMENT OF THE REMAINDER OF PATCHWORK FARMS

WHEREAS, on December 11-13, 2013, the City of Vestavia Hills in coordination with consultant groups Goodwyn Mills and Cawood and Dover Kohl hosted a planning charrette to determine the highest use and best planned development for the remaining undeveloped areas of Patchwork Farms; and

WHEREAS, the charrette ended with a detailed plan for a “village type” center to be located on the property along with various mixed uses and strong recommendation made for the City to retain a master development to finalize and implement said planned development; and

WHEREAS, the City Manager has worked with Daniel Corporation to act as master developer for Patchwork Farms and has submitted a Master Development and Brokerage Services Agreement (“Agreement”) for said services a copy of which is marked as “Exhibit A”, attached to and incorporated into this Resolution Number 4580; and

WHEREAS, the Mayor and the City Council have studied the proposed agreement and have concurred with the City Manager’s recommendation that it is in the best public interest to authorize the execution and delivery of said agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said Agreement;
2. This Resolution Number 4580 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

MASTER DEVELOPMENT AND BROKERAGE SERVICES AGREEMENT

BETWEEN

CITY OF VESTAVIA HILLS, ALABAMA

AND

DANIEL CORPORATION

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MASTER DEVELOPMENT AND BROKERAGE SERVICES AGREEMENT

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Exhibits:

- A -- Legal Description of BOE Property
- B -- Legal Description of City Property
- C -- Site Plan Reflecting “Current Site” and “New Site” for Northport Property
- D -- Time Schedule

Attachment “I”--Insurance

MASTER DEVELOPMENT AND BROKERAGE SERVICES AGREEMENT

THIS MASTER DEVELOPMENT AND BROKERAGE SERVICES AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2014 by and between **CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation (the "City"), and **DANIEL CORPORATION**, an Alabama corporation ("Daniel").

R E C I T A L S:

The City is the owner of the City Property, as hereinafter defined, and has or will enter into an agreement by which the BOE, as hereinafter defined, will agree to sell and the City will have the right to purchase the BOE Property, as hereinafter defined, which City Property and BOE Property consist of approximately 46.3 acres, more or less, and is commonly known as Patchwork Farms.

The City has determined that it would be necessary, proper and in the public interest to promote the economic and commercial development of Patchwork Farms in order to maintain a strong local economy, increase employment opportunities, broaden the City's tax basis, increase revenues, provide necessary services to the residents of the City and thus improve the overall quality of life for all residents of the City.

The City desires to engage Daniel to assist the City with the planning, design and development of Patchwork Farms as a mixed-use project which serves the community and creates long-term value for the City and its residents.

Daniel has agreed to provide development management and brokerage services to the City with respect to Patchwork Farms in accordance with the terms and provisions of this Agreement.

The parties desire to enter into this Agreement in order to set forth their understanding and agreements regarding the specific duties and responsibilities of each party hereto.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings, terms, conditions and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and Daniel, the parties agree as follows:

ARTICLE I DEFINITIONS

1.01 **Definitions.** In addition to the other defined terms set forth in this Agreement, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

(a) **Annual Budget.** The term “Annual Budget” shall mean and refer to each annual budget which Daniel will assist the City in preparing which will address any and all Common Expenses, as defined in the Restrictive Covenants, which would be provided and paid for by a property owners’ association established under the Restrictive Covenants, together with the annual costs and expenses of operating any such property owners’ association.

(b) **BOE.** The term “BOE” shall mean the City of Vestavia Hills Board of Education.

(c) **BOE Property.** The term “BOE Property” shall mean and refer to that certain real property owned by the BOE which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference which constitutes part of Patchwork Farms.

(d) **Building Permits Fees.** The term “Building Permit Fees” shall mean and refer to any and all building permit fees paid to the City during the Term (or any earlier termination of the Term as provided in Section 7.02 below) by the purchaser of any Development Parcel.

(e) **City Property.** The term “City Property” shall mean and refer to that certain real property owned by the City which is more particularly described in **Exhibit B** attached hereto and incorporated herein by reference which constitutes part of Patchwork Farms; provided, however, that with respect to the Northport Property, only that portion of the Northport Property which is not ultimately owned by Northport Holding, LLC shall be considered part of the City Property.

(f) **Consultants.** The term “Consultants” shall mean and refer to engineers, architects, landscape architects, land planners and other professionals to be selected and approved by the City (with the assistance of Daniel) and with whom Daniel or the City will enter into a contract for the performance of services relating to the preparation of the Plans as provided in Section 2.03.

(g) **DRS.** The initials “DRS” shall mean and refer to Daniel Realty Services, L.L.C., an Alabama limited liability company which is an affiliate of Daniel.

(h) **Development Budget.** The term “Development Budget” shall mean the budget which Daniel shall assist the City in preparing with respect to the Development Costs, as provided in Section 2.06 below.

(i) **Development Costs.** The term “Development Costs” shall mean (a) all costs and expenses of Consultants involved in the preparation and implementation of the Plans, (b) all costs and expenses relating to the construction of the Infrastructure, (c) marketing costs

with respect to the marketing and sale of the Development Parcels and (d) any and all other costs and expenses set forth in the Development Budget approved by the City.

(j) **Development Parcel.** The term “Development Parcel” shall mean and refer to each portion of Patchwork Farms (other than the Northport Property) which may be sold by the City to any purchaser for the future development of retail and office uses and related improvements and possible residential uses (including assisted living facilities).

(k) **Established Land Value.** The term “Established Land Value” shall have the meaning given to such term in Section 2.12(b)(iii) below.

(l) **Fiscal Impact Analysis.** The term “Fiscal Impact Analysis” shall mean and refer to a projection or estimate of revenues to be generated to the City (and the BOE) through ad valorem taxes, sales taxes, use taxes, rent and other taxes, building permit fees, license fees and other sources of revenue which may be derived from the sale and development of the Development Parcels, which shall be prepared by Daniel and submitted to the City from time to time pursuant to the terms and provisions of Section 2.08 below.

(m) **Gross Sales Price.** The term “Gross Sales Price” shall mean and refer to the total gross sales price paid by any third party purchaser to the City in connection with the sale by the City of a Development Parcel to such third party purchaser.

(n) **Infrastructure.** The term “Infrastructure” shall mean and refer to all paved, public or private roads, sidewalks, parks, trails, preserves, nature areas, lighting, landscaping, hardscape (*i.e.*, entrance walls, water features and other improvements made for the benefit of the overall Patchwork Farms development), signage and utility lines, pipes, wiring, conduit, equipment, fixtures, and appurtenances and any other apparatus related thereto which may be reasonably necessary or desirable for the future development of any of the Development Parcels and the Nature Park Parcel, as defined in the PUD Plan, pursuant to the Master Plan.

(o) **Infrastructure Plans.** The term “Infrastructure” shall mean and refer to the plans and specifications to be prepared by the Consultants for any of the Infrastructure. In addition, the Infrastructure Plans shall include plans for the development, improvement, use, and upkeep of the “Nature Park Parcel”, as defined in the PUD Plan.

(p) **Master Plan.** The term “Master Plan” shall mean and refer to the Master Plan to be prepared for Patchwork Farms which will be submitted to the City and the BOE for approval, as the same may be amended from time to time with the consent and approval of the City and the BOE. The Master Plan shall reflect contemplated or proposed principal land uses, densities (allowed number of units or square footage of buildings within a Development Parcel), other land planning criteria (*i.e.*, building heights, setbacks, drainage and retention areas) and proposed Infrastructure for the development of Patchwork Farms in a manner which will reflect a class-A planned development which creates a long-term value for the City with an emphasis on generating long-term local revenues for the City and a development which will benefit the residents of the City in the form of services, jobs and quality of life.

(q) **Northport Property.** The term “Northport Property” shall mean and refer to either (*i*) that certain real property which the City has previously sold, transferred and

conveyed to Northport Holding, LLC which is depicted as the “Current Site” in **Exhibit C** attached hereto and incorporated herein by reference or (ii) to the extent the City and Northport Holding, LLC agree to an exchange of property within Patchwork Farms pursuant to the terms of that certain Development Agreement dated February 27, 2014 between the City and Northport Holding, LLC, then the term “Northport Property” shall mean and refer to the real property depicted as the “New Site” on **Exhibit C** hereto.

(r) **Outside Broker**. The term “Outside Broker” means any real estate broker, licensee or sales agent which is not affiliated with Daniel or DRS.

(s) **Plans**. The term “Plans” shall mean and refer collectively to (i) the Infrastructure Plans, the Development Budget, and the Master Plan, as approved by the City and (ii) any amendments to the PUD Plan which have been approved by the City (including the City’s Planning Commission and City Council, if applicable).

(t) **Patchwork Farms**. The term “Patchwork Farms” shall mean collectively, the BOE Property, the City Property and both the “Current Site” and the “New Site” comprising the Northport Property.

(u) **Property**. The term “Property” shall mean, collectively, the BOE Property and the City Property.

(v) **PUD Plan**. The term “PUD Plan” shall mean the Planned Unit Development Zoning Application and Development Plan for Patchwork Farms approved by the City pursuant to Ordinance No. 2253, together with any and all modifications and amendments thereto approved by the City.

(w) **Restrictive Covenants**. The term “Restrictive Covenants” shall mean collectively, (a) the Patchwork Farms Commercial Declaration of Covenants, Conditions and Restrictions dated April 4, 2012 and recorded in Bk: LR201212, Page 19387 in the Office of the Judge of Probate of Jefferson County, Alabama, together with any amendments thereto approved from time to time by the City and (b) any other restrictive covenants which may be adopted for any of Patchwork Farms by the City or BOE.

(x) **Right of First Offer**. The term “Right of First Offer” shall have the meaning given to such term in Section 6.01(a) below.

(y) **Right of First Refusal**. The term “Right of First Refusal” shall have the meaning given to such term in Section 6.02 below.

(z) **Term**. The term “Term” shall have the meaning given to such term in Section 7.01 below.

(aa) **Time Schedule**. The term “Time Schedule” shall mean and refer to the schedule attached hereto as **Exhibit D** and incorporated herein by reference which sets forth the dates by which the Plans will be submitted by Daniel to the City for review and approval.

ARTICLE II
APPOINTMENT AND DUTIES OF DANIEL

2.01 **Appointment.** The City hereby appoints Daniel, and Daniel hereby accepts appointment, as an independent contractor, to provide the services hereinafter described for the Property. Notwithstanding anything provided herein to the contrary, the City acknowledges and agrees that Daniel shall not be deemed to have assumed any duties, obligations or liabilities or otherwise guaranteed or warranted any materials or work of any Consultants, contractors or other parties (or any subcontractors thereof) which provide any services, materials, labor or supplies in connection with the development of the Property. It is expressly understood and agreed that in the performance of its obligations under this Agreement, Daniel is and shall at all times be an independent contractor. Daniel, as an independent contractor, shall be solely responsible for its respective employees and neither Daniel nor any of its employees shall at any time represent to any third party that such employees are the agents or employees of the City. Daniel shall take all steps necessary to ensure that its employees are not deemed to be employees of the City. Daniel shall be solely responsible for the hiring and termination of the employment of any of its employees whose services are utilized in connection with the Property and shall be solely responsible for all compensation and benefits of any kind, terms and conditions of employment, liability for any form of contribution of payroll taxes and compliance with statutes governing employment practices, workmen's compensation insurance and all employer-employee matters.

2.02 **Duties of Daniel.** During the Term (or any earlier termination of the Term), Daniel's duties hereunder include all of the duties and responsibilities set forth in Sections 2.03 through 2.16 hereof.

2.03 **Consultants.** Daniel shall assist the City in the selection of the Consultants for the preparation of the Plans and shall coordinate all activities between and among such Consultants, the City and the BOE relating to the preparation and finalization of the Plans and the approval of the Plans by the City and the BOE. If required by the City, the Consultants shall be hired directly by Daniel and the fees and expenses of such Consultants approved by the City shall be paid as provided in Section 3.01 below. The City shall have final decision making authority on the selection of all Consultants. Daniel shall not have any authority to hire or engage any Consultants for the City unless the City approves in writing the hiring of such Consultants by Daniel.

2.04 **Master Plan.** Daniel will serve as a principal member of a strategic planning and development team comprised of the Consultants, the City and the BOE for the planning of the development of Patchwork Farms and the creation of the Master Plan. Contemporaneously herewith, Daniel shall, with the City, the BOE and those Consultants approved by the City, begin the preparation of a Master Plan for all of Patchwork Farms. The Master Plan must be approved by both the City and BOE. The Time Schedule sets forth an estimated timetable reflecting the process for commencement of planning activities for the development of Master Plan through the point at which the final Master Plan will be submitted to the City and the BOE for final approval. The City and BOE have sole and final approval rights of the Master Plan and the mix of uses contemplated with Patchwork Farms. Any modification to the Master Plan during the Term must be approved by Daniel, the City and the BOE.

2.05 **PUD Plan Amendments.** In connection with the preparation and approval of the Master Plan, Daniel shall recommend to the City amendments, if any, which may be necessary to be made to the PUD Plan to accommodate the development and use of Patchwork Farms in accordance with the Master Plan approved by the City and the BOE. Daniel shall assist the City with the preparation of such amendments and the presentation of the same to the City's Planning Commission and City Council, as well as attendance at any charrettes or public forums, if any, held with respect to any such amendments to the PUD Plan.

2.06 **Infrastructure Plans and Development Budget.** Contemporaneously with the finalization of the Master Plan, Daniel shall assist the City in the preparation of the Infrastructure Plans by the Consultants for any Infrastructure reflected on the Master Plan. All Infrastructure Plans shall be subject to the City's review and approval. In connection with the finalization of the Infrastructure Plans, Daniel shall also assist the City in the preparation of the initial Development Budget. The Development Budget shall include all Development Costs and must be approved by the City. Upon approval of the Infrastructure Plans and Development Budget by the City, Daniel shall, as provided in Section 2.09 below, assist the City in the implementation of the same.

2.07 **Annual Budgets.** Promptly following the City's approval of the Plans, Daniel shall assist the City in the preparation of an Annual Budget for the operation of Patchwork Farms. Each year thereafter throughout the Term, Daniel shall assist the City in the preparation of subsequent Annual Budgets for Patchwork Farms. Each Annual Budget must be approved by the City.

2.08 **Fiscal Impact Analysis and City Incentives.** Promptly following the City's approval of the Plans, Daniel shall prepare and submit to the City a Fiscal Impact Analysis. The Fiscal Impact Analysis shall reflect the generation of recurring revenues to the City and the BOE which will support the BOE school system as well as generate future revenues for the benefit of the City. The Fiscal Impact Analysis shall be updated from time to time by Daniel to reflect the revenue impact to the City (and BOE) of any sales or development of any of the Development Parcels as well as revenue projections for future years. Daniel will also recommend to the City funding alternatives and proposed transaction structures to address the physical impact of the development of the Development Parcels. Daniel will provide the City with guidance concerning tax credits and other enhancements and any public sector incentives which may be provided to developers of any of the Development Parcels; provided, however, that in no event shall the City be obligated to provide any tax credits; enhancements or public sector enhancements to any developer of any of the Development Parcels.

2.09 **Management and Coordination of Construction Activities.**

(a) Upon approval of the Plans, Daniel shall coordinate with the City and its selected contractors (as approved by the City) for the implementation of the Plans utilizing Consultants approved by the City. In connection therewith, Daniel shall act as the City's primary liaison with, and coordinate the activities of, all Consultants and contractors approved by the City as well as any other parties performing any work in connection with the construction of the Infrastructure. The City shall determine if and when any Infrastructure Work will be undertaken at Patchwork Farms.

(b) In connection with any Infrastructure work to be undertaken (or paid for) by the City, Daniel shall assist the City in:

- (i) Selecting contractors to perform such Infrastructure work;
- (ii) Providing value-engineering with respect to any such Infrastructure work;
- (iii) Pricing and bidding of any such Infrastructure work;
- (iv) Coordinating Consultants and contractors during construction of any such Infrastructure work;
- (v) Establishing schedules for the commencement and completion of any such Infrastructure work;
- (vi) Monitoring construction progress of any such Infrastructure work, including making regular job-site visits with representatives of the City, and providing the City with on-going advice, as necessary, regarding whether the construction process is proceeding in accordance with the approved Infrastructure Plans and Development Budget;
- (vii) Attending regular progress meetings with the City, Consultants and contractors performing any of such Infrastructure work;
- (viii) If requested by the City, reviewing invoices and billing statements from contractors, subcontractors, suppliers, vendors, Consultants and other persons performing any of such Infrastructure work; and
- (ix) Coordinating with all contractors performing any of such Infrastructure work regarding the maintenance of insurance which satisfies all requirements of the City. In connection therewith, all such insurance shall name Daniel and the City (and the BOE with respect to the BOE Property) as “additional insured” on a primary and non-contributory basis and shall endeavor to cause certificates thereof to be delivered to the City and the BOE, as applicable, which certificates shall also indicate that all policies (including worker’s compensation) have been endorsed so that the insurer waives any and all rights of subrogation against Daniel, the City and the BOE.

(c) If any Infrastructure work will be performed by any purchaser of any Development Tract, Daniel shall assist the City in overseeing that any such Infrastructure work is undertaken and completed in accordance with the Plans.

(d) Daniel shall assist the City in the review of all development plans of all purchasers of any of the Development Parcels in order to assure compliance with the Master Plan.

(e) As provided in the Restrictive Covenants, the development of Patchwork Farms shall implement “Green Building Construction Standards”, as defined in the Restrictive Covenants. Daniel agrees to assist and recommend to the City methods for implementation of such Green Building Construction Standards with respect to the undertaking and completion of the Infrastructure and shall assist purchasers and prospective purchasers of any of the Development Parcels in the implementation of such Green Building Construction Standards in all buildings and other improvements to be constructed on any of the Development Parcels. Furthermore, Daniel shall coordinate with the City and the purchasers of any Development Tracts the undertaking of all improvements to any Development Parcels, including, without limitation, assisting such purchaser in the design review process, permitting and build-out of improvements on any Development Parcel.

(f) To the extent the City and Daniel mutually agree that any Infrastructure work will be undertaken by Daniel, then the City and Daniel shall either enter into an amendment to this Agreement or enter into a new agreement setting forth the manner in which the Infrastructure work will be undertaken by Daniel, how the Development Costs with respect to such Infrastructure work will be paid by the City and shall include a mutually agreed upon fee to be paid by the City to Daniel for such work and services, which fee shall be in addition to the fees set forth in this Agreement.

2.10 **Restrictive Covenants.**

(a) Daniel shall assist the City in the preparation of, or the amendment of, any Restrictive Covenants affecting any of Patchwork Farms to the extent necessary to implement the Master Plan approved by City and the BOE. The City shall retain control of all architectural review committees as well as rights to appoint and remove board members and officers of any property owners’ associations established under the Restrictive Covenants. To the extent required by the City, Daniel shall provide insight to the City as to architectural review functions and, if requested by the City, assist in architectural reviews for any proposed development of any of the Development Parcels.

(b) The parties acknowledge and agree that the Restrictive Covenants shall provide or be amended to reflect that commencement of construction of a building on any Development Parcel sold by the City to any party (including Daniel pursuant to the exercise of Right of First Offer) must be commenced on or before twelve (12) months following the closing of the sale of such Development Parcel and that construction of such building must be completed on or before twenty-four (24) months from the date a building permit for such construction work has been issued by the City. The Restrictive Covenants shall also provide if construction has not commenced or been completed by the required dates set forth above, the City may repurchase such Development Parcel at a purchase price equal to ninety percent (90%) of the original purchase price paid to the City by the first purchaser of such Development Parcel.

2.11 **Marketing Materials.** Daniel will assist the City with the design, development and production of marketing materials for the development and sale of the Development Parcels in accordance with the Master Plan and shall otherwise coordinate and assist the City with public relations and marketing for the Development Parcels to insure a consistent delivery of such

marketing materials to the appropriate parties. The cost of such marketing materials shall be included in the Development Budget and shall be paid for by the City.

2.12 **Marketing and Sale of Development Parcels.**

(a) During the Term, the City hereby appoints DRS as its sole marketing and sales representative for all of Patchwork Farms. The City shall participate in all major decision-making matters relating to the marketing and sale of any of the Development Parcels. All inquiries for the possible purchase of any of the Development Parcels received by the City shall be referred to DRS. DRS shall be entitled to receive those fees and compensation set forth in Section 4.03 below with respect to the sale of any of the Development Parcels.

(b) As the sales and marketing representative for all of the Development Parcels, DRS shall undertake the following:

(i) DRS shall provide sufficient experienced personnel to develop and carry out a marketing program for the sale of the Development Parcels. Such services shall include preparing market analyses, pricing schedules and establishing a marketing and sales program for the development and/or sale of all of the Development Parcels;

(ii) DRS shall be responsible for all sales activities, including the diligent pursuit of all prospects for the sale of all of the Development Parcels. DRS shall make all necessary proposals, contacts, sales calls and related sales activities to carry out such duties. In connection therewith, DRS will be responsible for the day-to-day costs of implementing such sales and marketing activities, including engagement and employment of sales persons, sales licensees and administrative personnel. All salaries and compensation payable to any employees, sales persons, sales licensees and administrative personnel of DRS shall be paid solely by DRS; and

(iii) In connection with its marketing activities for the Development Parcels, following (or contemporaneously with) the approval of the Plans by the City, DRS shall recommend to the City the estimated land value (the "Established Land Value") for each of the Development Parcels. The Established Land Value for each Development Parcel shall be approved by the City and shall be subject to modification from time to time, as determined by the City, in its sole and absolute discretion; provided, however, that (1) the Established Land Value for any of the BOE Property must be no less than the purchase price paid by the BOE to purchase the BOE Property and (2) the initial Established Land Value established for the Development Parcels shall not be subject to change by the City during the ROFO Period, as defined in Section 6.01(a) below. All proposals to be made by DRS to third parties for the sale of any of the Development Parcels shall utilize the then applicable Established Land Value for such Development Parcel (subject to the remaining terms and provisions of this Section 2.12(b)(iii)). DRS shall assist the City in determining whether any proposed purchaser can be required to perform some or all of the Infrastructure

work applicable to the Development Parcel to be purchased by such purchaser and how to adjust the Established Land Value for such Development Parcel to the extent the proposed purchaser will perform any Infrastructure work. Alternatively, if the City will perform any Infrastructure work for the benefit of any Development Parcel, then DRS will assist the City in determining the amount by which the Established Land Value for any Development Parcel benefited by such Infrastructure should be increased as a result of the performance of such Infrastructure work by the City. The City shall have the sole and exclusive right at any time to adjust the Established Land Value for any Development Parcel as a result of any Infrastructure work performed (or to be performed) by either the City or a third party purchaser for the applicable Development Parcel.

(c) In connection with the sale and marketing of the Development Parcels, DRS shall assist the City in the preparation of a general form sales contract to be utilized by the City with respect to the sale of any of the Development Parcels. The final form of the proposed sales contract must be approved by the City and, following such approval, DRS shall utilize such form sales contract in all offers or solicitations it makes to sell any portion of the Development Parcels.

2.13 **Joint Venture**. The City will consider (subject to appropriate approvals), on an individual Development Parcel-by-Development Parcel basis, the utilization of joint ventures or other participation arrangements with purchasers of any of the Development Parcels which may involve, among other things, the contribution by the City of a Development Parcel into a venture in exchange for a participant interest. In connection therewith, Daniel shall provide to the City information from any prospective purchaser of any of the Development Parcels concerning the possible joint venture or participation by the City in the development and sharing of revenues and profits derived from the development of any Development Parcel.

2.14 **Accounting**. Daniel shall provide to the City, at least on a monthly basis, or at such time as is otherwise mutually agreed between Daniel and the City, cost accounting and progress reports relating to the implementation of the Plans and all other matters for which the City may have any financial responsibility under this Agreement.

2.15 **Time Schedule**. Daniel covenants and agrees to use commercially reasonable efforts to cause all matters set forth on the Time Schedule to be satisfied in accordance with the deadlines (dates) set forth on the Time Schedule.

2.16 **Employees**. Subject to the provisions of Section 2.09(f) above, each of Daniel and DRS shall provide, at their respective sole cost and expense, all necessary personnel of Daniel required in connection with the performance of the duties and obligations of Daniel and DRS set forth in Sections 2.03 through 2.15 above. Except as otherwise provided in Section 2.09(f) above, neither Daniel nor DRS shall be entitled to any reimbursement from the City for employee time, expenses, salaries or other compensation of any nature with respect to any of the foregoing.

**ARTICLE III
COSTS AND EXPENSES**

3.01 Initial Costs and Expenses.

(a) From and after the date of this Agreement, the costs and expenses of all Consultants selected and approved by the City (regardless of whether such Consultants are hired as independent contractors by Daniel or the City) to prepare the Plans shall be paid as follows:

(i) The first \$15,000.00 in such costs shall be paid by the City;

(ii) Daniel shall be responsible for any such costs and expenses (up to a maximum of \$30,000.00 in expenditures by Daniel) in excess of the \$15,000.00 paid by the City pursuant to Section 3.01(a)(i) above; and

(iii) Any costs and expenses for Consultants in excess of \$45,000.00 must be agreed upon in writing by both the City and Daniel prior to incurring any such costs (and the determination of who shall be responsible for such costs and expenses).

(b) The forgoing shall be applicable only to the costs and expenses of Consultants approved by the City in connection with the preparation of the Plans. No out-of-pocket expenses or employee salary or compensation of any kind for Daniel or the City shall be subject to payment or reimbursement pursuant to the provisions of this Section 3.01.

3.02 Additional Costs and Expenses. The costs and expenses of constructing the Infrastructure, the development of any of the Property and all Development Costs shall be paid for solely by the City; provided, however, that in no event shall (a) either party have any obligation to pay any costs and expenses other than as set forth in Section 3.01 above and (b) Daniel have any right to obligate the City to pay, or otherwise incur, any costs or expenses relating to Patchwork Farms except for those set forth in Section 3.01 above.

**ARTICLE IV
FEES AND COMMISSIONS PAYABLE TO DANIEL AND DRS**

4.01 Initial Development Fee. In consideration of the services to be provided hereunder by Daniel to the City, the City agrees to pay to Daniel an initial development fee of \$60,000.00 (the "Initial Development Fee"), which fee shall be due and payable as follows:

(a) On the date hereof, the City shall pay to Daniel \$10,000.00 as the initial installment of the Initial Development Fee.

(b) Commencing on the first day of each month after the date hereof and on the first day of each month thereafter for a total of ten (10) consecutive months, the City shall pay Daniel the remainder of the Initial Development Fee in monthly installments of \$5,000.00 per month.

4.02 **Deferred Development Fee.**

(a) Subject to the remaining terms and provisions of this Section 4.02, the City agrees to pay to Daniel, in addition to the Initial Development Fee, an additional development fee equal to \$120,000.00 (the “Deferred Development Fee”), subject to and upon the following terms and conditions:

(i) Commencing on the date hereof and continuing until the expiration (or earlier termination) of the Term, the City shall pay to Daniel until such time as all of the Deferred Development Fee has been paid in full (1) fifty percent (50%) of any Building Permit Fees received by the City with respect to the construction of improvements on any Development Parcels sold to any purchasers (including Daniel and its affiliates) by the City at any time after the date hereof and (2) that portion of the Building Permit Fees described in Section 4.02(a)(ii) below;

(ii) Notwithstanding anything provided in this Agreement to the contrary, to the extent Northport Holding, LLC elects to accept the “New Site” as the Northport Property (and reconveys to the City the “Current Site”), then the City agrees to pay to Daniel twenty-five percent (25%) of any Building Permit Fees received by the City from Northport Holding, LLC or any affiliates thereof with respect to the construction of improvements on the “New Site”. To the extent Northport Holding, LLC elects to retain the “Current Site” as the Northport Property, then no portion of the Building Permit Fees paid to the City by Northport Holding, LLC or any affiliates thereof with respect to the “Current Site” shall be paid to Daniel as any portion of the Deferred Development Fee;

(iii) Except as otherwise provided to the contrary in Section 4.02(b) below, if, for any reason, the Deferred Development Fee has not been paid in full by the expiration (or earlier termination) of the Term, the City shall have no further obligation to pay to Daniel any remaining balance due of the Deferred Development Fee and the City’s obligations under this Section 4.02 shall be deemed cancelled, terminated, null and void; and

(iv) As provided in Section 7.02 below, the City has the right to cancel and terminate this Agreement prior to the expiration of the Term and, except as provided in Section 4.02(b) below, upon the expiration (or earlier termination) of the Term, no further amounts of the Deferred Development Fee shall be payable to Daniel.

(b) Notwithstanding anything provided to the contrary in Section 4.02(a) above, upon the expiration (or earlier termination) of the Term, the obligations of the City to pay to Daniel any portion of the Deferred Development Fee shall continue with respect to any Building Permit Fees paid to the City by the purchaser(s) (including Daniel and its affiliates) of any Development Parcel(s) sold by the City prior to the expiration (or earlier termination) of the Term if such Building Permit Fees are paid to the City within twelve (12) months from the

closing date of the sale of such Development Parcel(s) even though the Term of this Agreement has expired (or been terminated by the City).

4.03 **Brokerage Fees.**

(a) Subject to the terms and provisions of Sections 4.03(b) and 6.01(b) below, in consideration of the marketing and sales services to be provided and performed by DRS in connection with the sale of any of the Development Parcels, the City covenants and agrees to pay to DRS at each closing of the sale of any of the Development Parcels by the City to a third party a real estate sales commission equal to five percent (5%) of the Gross Sales Price paid by such third party to the City for a Development Parcel. The aforesaid sales commission shall be deemed earned by DRS only if the closing of the sale of a Development Parcel occurs and the purchase price for such Development Parcel is paid to the City by such third party purchaser. DRS agrees to execute and deliver to the City such affidavits and lien waivers as may be reasonable required by the City to evidence the payment of the sales commission required to be paid to DRS by the City pursuant to the terms and provisions of this Section 4.03(a).

(b) Subject to the terms and provisions of Section 6.01(b) below, to the extent any Outside Brokers are involved in the sale by the City of any of the Development Parcels, then (i) in lieu of the commission payable to DRS pursuant to Section 4.03(a) above, the City agrees to pay to DRS at the closing of the sale of such Development Parcel by the City to a third party purchaser a real estate sales commission equal to six percent (6%) of the Gross Sales Price paid by such third party purchaser to the City for such Development Parcel, (ii) DRS shall be required to pay from the real estate sales commission paid to it by the City any all fees which may be due and payable to such Outside Broker and (iii) DRS does hereby indemnify, agree to defend and hold the City harmless from and against all claims, demands, actions, causes of action, losses, liabilities and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by the City as a result of any claims made or brought by any Outside Broker against the City with respect to the payment of any real estate sales commission owing in connection with the sale of any Development Parcel by the City to any third party purchaser. The City shall have no obligation to pay any amount to any Outside Broker. DRS and any such Outside Broker shall be required to execute and deliver to the City such affidavits and lien waivers as may be originally required by the City to evidence the payments of the foregoing commissions.

(c) Upon the expiration (or earlier termination) of the Term, the obligations of the City to pay to DRS the real estate sales commission set forth in Sections 4.03(a) and 4.03(b) above shall continue with respect to any contracts entered into by the City prior to the expiration (or earlier termination of the Term) with any third party purchaser for the sale of any of the Development Parcels which have not closed as of the expiration (or earlier termination) of the Term.

4.04 **Other Compensation to DRS.** Except as expressly set forth in the Agreement, the City shall have no obligation to pay any other costs or expenses for services rendered by DRS pursuant to the terms and provisions of this Agreement. Furthermore, DRS shall be solely responsible for all costs and expenses of its employees and any third parties engaged by DRS with respect to Patchwork Farms.

**ARTICLE V
INSURANCE AND INDEMNITY**

5.01 Required Insurance.

(a) Daniel shall maintain during throughout the Term of this Agreement, for the benefit of the City and Daniel, the insurance policies with the indicated limits set forth in Attachment "I" hereto and incorporated herein by reference (or such other insurance or such increased limits as may be mutually agreed to by Daniel and the City). Each policy of insurance (except worker's compensation) shall be endorsed to include the City as an "additional insured" on a primary and non-contributory basis.

(b) Daniel will deliver certificates of insurance to the City, which certificates shall evidence the foregoing types of insurance. Except for workers' compensation and employer's liability insurance, the certificates shall indicate that the insurance policies have been endorsed to include the City as an additional insured on a primary and non-contributory basis. The certificates shall also indicate that all policies (including worker's compensation) have been endorsed so that the insurer waives any and all rights of subrogation against the City.

(c) Each policy of insurance shall be issued by an insurance carrier(s) having an A.M. Best Company rating of A-, Class VII, or better, and shall provide that the City shall receive at least thirty (30) days prior written notice of any material change or termination of such insurance policies.

5.02 City Indemnity. Subject to the remaining terms and provisions of this Section 5.02, the City agrees, to the extent allowed by applicable law, to indemnify, defend and hold Daniel and DRS harmless from any claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs, sustained, incurred or asserted against Daniel or DRS caused by or arising out of (a) the breach by the City of, or the failure of the City to perform properly, the duties and obligations required of the City under this Agreement or (b) any malfeasance, negligence, gross negligence or willful misconduct of the City. Daniel and DRS shall give immediate written notice to the City in the event that any claims, action, suits or proceedings, as stated above in this Section 5.02 or filed or brought against Daniel or DRS. Notwithstanding anything provided in this Section 5.02 to the contrary, to the extent the insurance coverage maintained by Daniel pursuant to the terms and provisions of Section 5.01 above cover any claim, demand, cause of action, loss, damage, fine, penalty, liability, cost or expense which the City has agreed to indemnify Daniel or DRS against hereunder, then the City's obligations to indemnify Daniel and DRS pursuant to this Section 5.02 shall not be applicable and the City shall have no further obligations under this Section 5.02. To the extent any insurance coverage maintained by Daniel pursuant to the terms and provisions of Section 5.01 above does not cover any claim, demand, cause of action, loss, damage, fine, penalty, liability, cost or expense which the City has agreed to indemnify Daniel or DRS against hereunder, then the City shall, at its sole cost and expense, defend any such actions, suits, claims or proceedings with counsel selected by the City and reasonably approved in writing by Daniel or DRS. The terms and provisions of this Section 5.02 shall survive the expiration (or earlier termination) of this Agreement.

5.03 **Daniel and DRS Indemnity.** Daniel and DRS, jointly and severally, hereby agree to indemnify, defend and hold the City harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs, sustained, incurred or asserted against the City caused by or arising out of (a) the breach by Daniel or DRS of, or the failure of Daniel or DRS to perform properly, the duties and obligations required of Daniel or DRS under this Agreement or (b) any malfeasance, negligence, gross negligence or willful misconduct of Daniel or DRS. The City shall give immediate written notice to Daniel and DRS in the event that any claims, actions, suits or proceedings, as stated above in this Section 5.03, or filed or brought against the City. To the extent any insurance coverage maintained by Daniel pursuant to the terms and provisions of Section 5.01 above does not cover any claim, demand, cause of action, loss, damage, fine, penalty, liability, cost or expense which Daniel or DRS has agreed to indemnify the City against hereunder, then Daniel shall, as its sole cost and expense, defend any such actions, suits, claims or proceeding with counsel selected by Daniel and reasonably approved in writing by the City. The terms and provisions of this Section 5.03 shall survive the expiration (or earlier termination) of this Agreement.

ARTICLE VI RIGHT OF FIRST OFFER AND RIGHT OF FIRST REFUSAL

6.01 **Right of First Offer.**

(a) Following the approval of the Plans by the City and continuing thereafter for 120 days (the "ROFO Period"), the City grants to Daniel a right of first offer (the "Right of First Offer") to purchase and acquire any of the Development Parcels at a purchase price equal to ninety-five percent (95%) of the then applicable Established Land Value for such Development Parcel. To the extent Daniel desires to exercise the Right of First Offer, then (i) Daniel must provide written notice to the City (the "ROFO Notice") during the ROFO Period identifying the Development Parcel(s) Daniel desires to purchase and (ii) Daniel and the City shall enter into the standard form sales contract approved by the City for the sale of such Development Parcel(s). The closing of the sale of any Development Parcel by the City to Daniel shall occur on or before ninety (90) days from the date the ROFO Notice is given by Daniel to the City. In the event the City expresses an interest to participate in the financing or ownership of any Development Parcel for which Daniel has exercised its Right of First Offer, then the parties agree to negotiate in good faith for such financing or ownership position. In connection therewith, Daniel will offer to the City the opportunity to provide equity funding or financing for such opportunity on terms Daniel reasonably believes in good faith it can obtain from other equity partners or financial sources. If the City does not wish to participate (such decision to be made promptly, but in the event within no more than ten (10) days after Daniel has given the ROFO Notice) in such equity ownership or financing, Daniel may pursue other equity participants, financial partners or financing sources on substantially the same terms as those offered to the City. If the terms which Daniel desires to accept from another equity participant, financial partner or lender vary materially from those first offered to the City, Daniel will again offer to the City the opportunity to reconsider becoming an equity participant or financial partner on such revised terms before proceeding to a final agreement with its other equity participant, financial partner or lender. The City must notify Daniel of its decision to participate based on the revised terms not more than ten (10) days after

Daniel has offered to the City the revised terms as an equity participant, financial partner or lender in any proposed development by Daniel of any of the Development Parcels.

(b) Notwithstanding anything provided herein to the contrary, in the event Daniel purchases any Development Parcel(s) pursuant to the exercise of the Right of First Offer, then no brokerage commissions shall be payable to Daniel or any Outside Broker in connection with the sale of such Development Parcel(s) by the City to Daniel.

6.02 **Right of First Refusal.** Following the expiration of the Right of First Offer Period and continuing for nine (9) months thereafter (the “Right of First Refusal Period”), if the City desires to sell any Development Parcel to a third party purchaser at a sales price which is less than ninety-five percent (95%) of the Established Land Value for such Development Parcel, then the City shall provide to Daniel a copy of such proposed sales contract, offer or letter of intent for such sale (the “Offer Notice”). Daniel shall have the right (the “Right of First Refusal”), at its option, to purchase the applicable Development Parcel at the same price and on the same terms as set forth in the Offer Notice. In order to exercise the Right of First Refusal, (i) Daniel must provide written notice to the City no later than ten (10) days after the giving of the Offer Notice by the City to Daniel and (ii) Daniel and the City shall enter into a new sales contract containing the same terms and provisions as set forth in the Offer Notice. Should Daniel fail to timely exercise the Right of First Refusal or fail to enter into a new contract with the City for the purchase of such Development Parcel with (10) days following the giving of the Offer Notice, Daniel shall be deemed to have irrevocably waived the Right of First Refusal with respect to the Development Parcel described in the Offer Notice and shall, upon request of the City, execute any and all documents reasonably required by the City to evidence the waiver of such Right of First Refusal. The Right of First Refusal shall automatically terminate, be deemed null and void and of no further force or effect upon the expiration (or earlier termination) of this Agreement.

ARTICLE VII TERM, DEFAULT AND TERMINATION

7.01 **Term.** Subject to the terms and provisions of Section 7.02 below, the term of this Agreement (“Term”) shall commence as of the date hereof and shall continue for three (3) years thereafter, at which time this Agreement shall terminate and neither party shall have any further obligations or liabilities hereunder except as otherwise set forth in Sections 4.02(b), 4.03(c) and 5.03 hereof. If, upon the termination of the Term, all of the Deferred Development Fee has not been paid to Daniel, the City shall have no further obligation to pay the unpaid balance of such Deferred Development Fee.

7.02 **Early Termination.** Notwithstanding anything provided in this Agreement to the contrary, if, by the date which is eighteen (18) months following the date on which the City has approved the Plans, the City has not closed the sale of at least one (1) Development Parcel with any purchaser (including Daniel to the extent Daniel has exercised the Right of First Offer or Right of First Refusal with respect to any Development Parcel(s)), then the City shall have the unilateral right, in its sole and absolute discretion, at any time thereafter to cancel and terminate this Agreement in which event any portion of the Deferred Development Fee which has not been paid to Daniel shall be deemed forfeited and the City shall have no further obligation or liability

of any nature to pay to Daniel any such Deferred Development Fee which remains unpaid as of the date of termination of this Agreement; provided, however, that if the City elects to terminate this Agreement pursuant to the terms and provisions of this Section 7.02, then the provisions of Sections 4.02(b) and 4.03(c) above shall remain in full force and effect with respect to (a) any Development Parcels sold by the City to any purchaser (including Daniel or its affiliates) (in regard to the payment of the Deferred Development Fee as provided in Section 4.02(b) above) and (b) any pending contracts between the City and any third party purchaser (with regard to the payment of the real estate commissions set forth in Section 4.03(c) above).

7.03 **Default.** In the event of any default by either party hereto, which default is not cured within thirty (30) days following the giving of written notice of default (provided that no such notice of default shall be given in the event the City elects to exercise its early termination right set forth in Section 7.02 above), then the non-defaulting party shall have the right to exercise all rights and remedies available to such non-defaulting party at law or in equity and the non-defaulting shall be entitled to its reasonable attorneys' fees and expenses as provided in Section 8.11 below.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.01 **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to the City: City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills, AL 35216
Attention: Mr. Butch Zaragoza, Mayor
Fax (205) 978-0189
Email: butchzaragoze@ci.vestaviiahills.al.us

And City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills, AL 35216
Attention: Mr. Jeff Downes, City Manager
Fax (205) 978-0189
Email: jdownes@vahal.org

With copies to: Stephen R. Monk
Bradley Arant Boulton Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203
Fax (205) 488-6429
Email: smonk@babco.com

And Patrick H. Boone
215 Richard Arrington Jr. Blvd. N., Suite 705
Birmingham, AL 35203
Fax (205) 324-2295
Email: patrickboone@bellsouth.net

To Daniel or DRS: Daniel Corporation
3660 Grandview Parkway
Suite 100
Birmingham, Alabama 35243
Attn: Doug Neil, Vice President
Fax: (205) 443-4615
Email: dneil@danielcorp.com

With copies to: Daniel Corporation
3660 Grandview Parkway
Suite 100
Birmingham, Alabama 35243
Attn: Eric Johnson, Vice President
Fax: (205) 443-6144
Email: ejohnson@danielcorp.com

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above, (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice, or (v) sent by electronic mail (email) to the email address set forth above, in which case notice shall be deemed given upon confirmation of transmission of such email notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

8.02 **No Waiver.** No waiver by the City or Daniel of any provision of this Agreement shall be deemed to be a waiver by either party of any other provision of this Agreement. No waiver by the City of any breach by Daniel shall be deemed a waiver of any subsequent breach by Daniel of the same or any other provision. No waiver by Daniel of any breach by the City shall be deemed a waiver of any subsequent breach by the City of the same or any other provision. The failure of the City or Daniel to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future. The City's consent to or approval of any act by Daniel requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent act of Daniel. Daniel's consent to or approval of any act by the City requiring such party's consent or approval shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act of the City. No waiver by the City or Daniel

of any provision of this Agreement shall be deemed to have been made unless such waiver is expressly stated in writing signed by the waiving party.

8.03 **Applicable Law.** This Agreement and the rights of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama.

8.04 **Assignment; Successors and Assigns.** Neither Daniel, DRS nor the City may transfer or assign any of its respective rights, benefits, interests or obligations under this Agreement to any third party without first obtaining the prior written consent and approval of the other parties, which consent may be withheld in the sole and absolute discretion of the other parties. This Agreement shall be binding upon and shall inure to the benefit of the City, Daniel and DRS and their permitted successors and assigns. Notwithstanding the foregoing, Daniel shall have the right at any time and from time to time to transfer and assign its Right of First Offer to any entity in which Daniel is the managing member.

8.05 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the application of such provisions to other persons or circumstances and the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

8.06 **Time.** Time is of the essence in this Agreement and in each and all of the provisions hereof. Whenever a period of days is specified in this Agreement, such period shall refer to calendar days unless otherwise expressly stated in this Agreement.

8.07 **Defined Terms and Marginal Headings.** The headings and titles to the articles, sections and subsections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.08 **Authority.** Daniel and DRS represent to the City as follows: that each of Daniel and DRS is duly organized and legally existing under the laws of the State of Alabama; each of Daniel and DRS has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and other documentation to perform its obligations under this Agreement; and each person signing on behalf of Daniel and DRS is authorized to do so. The City represents to Daniel and DRS as follows: that the City is duly organized and legally existing under the laws of the State of Alabama; the City has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and other documentation to perform its obligations under this Agreement; and each person signing on behalf of the City is authorized to do so.

8.09 **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by the City, or Daniel or DRS, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of such party (collectively, "**Force Majeure**"); provided, however, that, the term "**Force Majeure**" shall not (a) include the inability of any party hereto to obtain financing or funding to satisfy any of its obligations under this Agreement and (b) extend to or apply to the extent the City elect to terminate the Term pursuant to **Section 7.02** above.

8.10 **Consents and Approvals.** Any consents or approvals required of the City under this Agreement may be given or withheld on reasonable commercial standards, unless this Agreement otherwise expressly provides. The City agrees to act promptly upon any approval requested by Daniel or DRS, such that under ordinary circumstances the City will notify Daniel or DRS of its decision within not more than ten (10) business days after receipt of any such request unless otherwise provided herein; provided, however, that any action or approval by the City shall be subject to such time periods as may be required for approval of such action by the City Council of the City.

8.11 **Attorneys' Fees.** In the event of any legal action or proceeding brought by any party against any of the other parties arising out of this Agreement, the defaulting party shall be responsible for all attorneys' fees, costs and expenses incurred by the non-defaulting parties in such action (including, without limitation, all costs of appeal), and such amount shall be included in any judgment rendered in such proceeding.

8.12 **Entire Agreement; Amendment.** Each Exhibit and Schedule attached hereto is made a part of this Agreement for all purposes. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

8.13 **Dispute Resolution.** Daniel, DRS and the City covenant and agree with each other that any and all claims, disputes, controversies or disagreements between the parties with respect to the terms and provisions of this Agreement shall be subject to mediation before a mutually accepted mediator selected by Daniel or DRS and the City.

8.14 **No Partnership and No Third Party Beneficiaries.** Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or any association between or among any of the parties hereto.

8.15 **Compliance with Laws.** Each of Daniel, DRS and the City shall perform all of their respective obligations under this Agreement in accordance with all applicable federal, state, county and local governmental laws, ordinances, statutes, code provisions, rules, regulations and requirements.

8.16 **Standard of Care.** The City acknowledges that Daniel is not licensed as an architect, engineer, attorney, land planner, accountant, general contractor or other licensed professional and that the scope of its services hereunder is not intended and does not include any portion of the scope of services generally covered by any such professionals. The standards for performance by Daniel of its services hereunder shall not extend to or include the skills, judgment and expertise required of such professionals and Daniel shall not therefore be liable hereunder for errors or omissions in the services to be or which should be provided by those professionals. In the performance of its obligations hereunder, Daniel agrees to exercise prudent, good faith efforts at all times in the performance of its services hereunder.

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

DANIEL CORPORATION, an Alabama corporation

By: _____
Printed Name: _____
Its: _____

CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation

By: _____
Printed Name: _____
Its: _____

By: _____
Printed Name: _____
Its: _____

CONSENT OF DRS

DRS hereby joins in the execution of this Agreement in order to acknowledge and agree to all of the terms and provisions of this Agreement

Dated as of the _____ day of _____, 2014.

Daniel Realty Services, L.L.C., an Alabama limited liability company

By: Daniel Realty Corporation, an Alabama Corporation, Its Manager

By: _____
Printed Name: _____
Its: _____

EXHIBIT A

Legal Description of BOE Property

EXHIBIT B

Legal Description of City Property

EXHIBIT C

Site Plan Reflecting "Current Site" and "New Site" for Northport Property

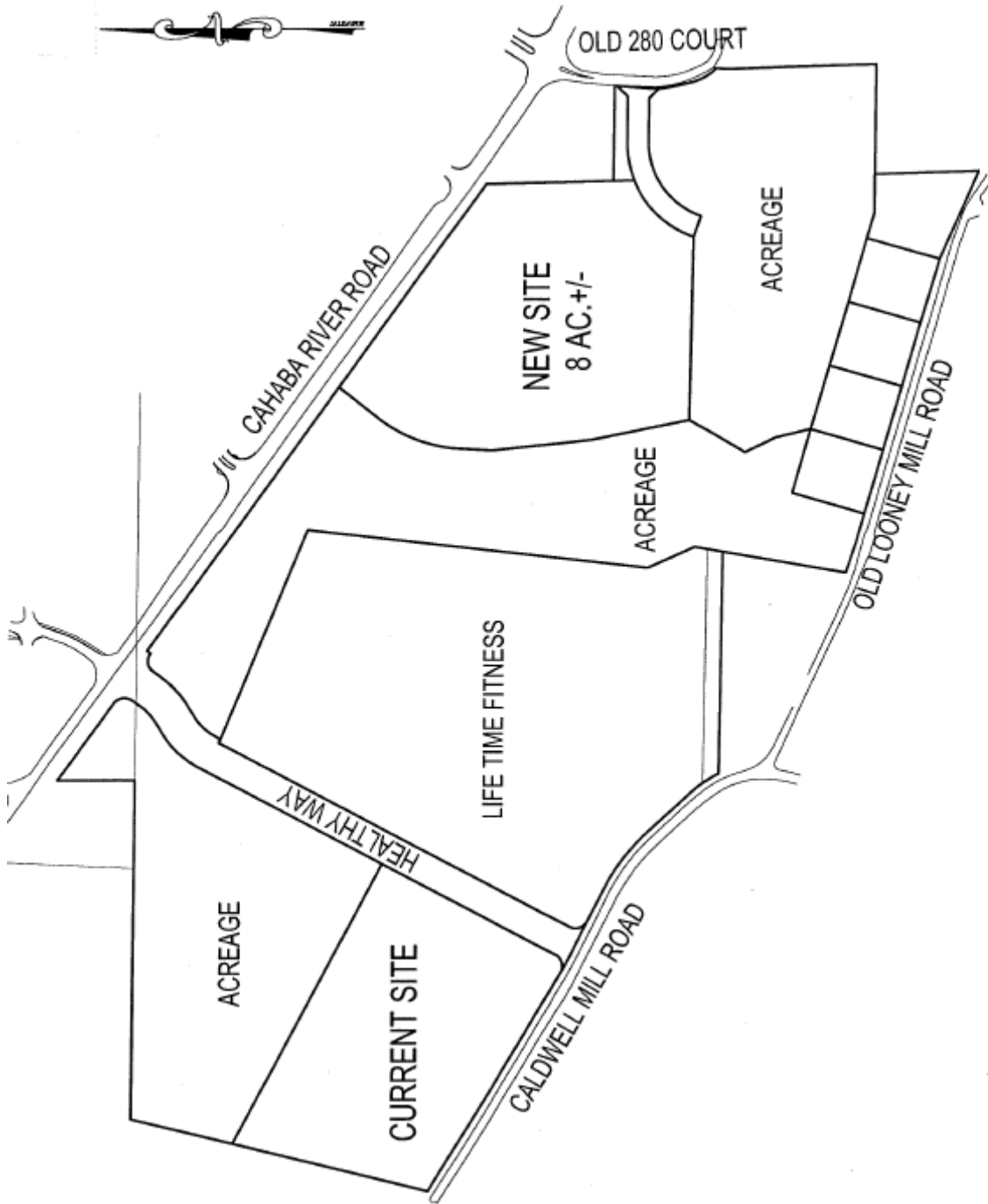


EXHIBIT D

Time Table

ATTACHMENT "T"

Insurance

Any contractors undertaking of any Infrastructure work shall maintain insurance policies in accordance with the terms and provisions outlined in Attachment "T" attached hereto and incorporated herein (unless otherwise approved in writing by the City):

1. Minimum Scope of Insurance -- Coverage shall be at least as broad as the following:

A. Commercial General Liability Insurance: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad form property damage;
- (vi) Personal and Advertising Injury;
- (vii) Separation of Insureds (Severability of Interest);
- (viii) The policy shall be endorsed using ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) so as to include the City and Daniel as Additional Insureds on a Primary and Non-contributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.
- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
- (x) No XCU (explosion, collapse, underground) exclusion.

- (xi) For any claims related herein, the contractor'(s) insurance shall be primary and non-contributory respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by the aforesaid Additional Insureds shall be in excess of the contractors' insurance and shall not contribute with it.
- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third-party action over claims.
- (xiii) The policy shall not be endorsed to include ISO endorsement form CG 24 26 or any similar provision.
- (xiv) Self-funded, or other non-risk transfer insurance mechanism are not acceptable to the City.

B. Automobile Liability Insurance: As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include the City and Daniel as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

C. Workers' Compensation Insurance: As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of the City and Daniel.

D. Employer's Liability and/or Stop Gap Liability Coverage: Coverages per accident, disease-policy limit, and disease each employee.

E. Errors and Omissions Professional Liability Insurance: Coverage should be for a professional error, act or omission arising out of the Purchaser's performance of work hereunder. The policy form may not exclude coverage for Bodily Injury, Property Damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of the City and Daniel. If coverage is on a claims-made form, Purchaser shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

F. Environmental Impairment Insurance: Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to analyze, monitor, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) The City and Daniel should be added as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of the City and Daniel.

If the Environmental Impairment Insurance is on a claims-made form, the contractor(s) shall maintain continuous coverage or exercise on an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

2. Minimum Limits of Insurance -- The contractor(s) shall maintain limits *no less than*:

A. Commercial General Liability: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 each occurrence for bodily injury and property damage; \$2,000,000 each occurrence and aggregate for products and completed operations; \$4,000,000 general aggregate. The limits and coverage requirements may be revised at the option of the City, except as the parties agree otherwise.

B. Automobile Liability Insurance: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

C. Workers' Compensation: As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. Employer's Liability and/or Stop Gap Liability Coverage: \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. Errors and Omissions Professional Liability Insurance: (If applicable) \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

F. Environmental Impairment Insurance: (If applicable) \$5,000,000 combined single limit per loss except as the Parties agree otherwise.

3. Deductibles and Self-Insured Retentions -- All insurance coverage carried by contractor(s) shall extend to and protect the City and Daniel to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of contractor(s).

4. Rating of Insurer -- Contractor(s) will only use insurance companies acceptable to the City and authorized to do business in the state or area in which the evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the contractor must receive specific written approval from the City prior to proceeding.

6. Other Insurance Provisions

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of each contractor. Therefore, these provisions shall be enforceable, and each contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by contractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the contractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the contractor(s) hereunder.

E. In the event the contractor(s), or its insurance carrier defaults on any obligations hereunder, such contractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by the City to enforce the provisions hereunder.

7. **Evidence of Coverage**

A. Contractor(s) shall furnish the City with copies of the endorsements effecting the coverage required by this specification. Additionally, **prior to the commencement of any work or services on the Property**, the contractor(s) and all subcontractors, if any, shall furnish to the City satisfactory Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that the City will be given thirty (30) days advance written notice of any cancellation of coverage or deletion of the certificate holder herein as an Additional Insured under the policies.

B. All Certificates of Insurance shall be in form and content acceptable to the City and shall be submitted to the City in a timely manner so as to confirm full compliance with the stated insurance requirements hereunder.

C. Any failure on the part of the City to pursue or obtain the Certificates of Insurance required hereunder from any contractor(s) and/or the failure of the City to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve any contractor(s) of any of its obligations or liabilities hereunder. Moreover, acceptance by the City of insurance submitted by any contractor(s) does not relieve or decrease in any manner the liability of the contractor(s) for performance hereunder. The contractor(s) are responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

D. In addition to its other remedies, the City may, at its sole option and without liability to any contractor(s), suspend the work and/or exclude the contractor(s) from the Property until such contractor(s) furnishes satisfactory evidence of its full compliance with the provisions hereunder.

8. **Subcontractors** -- All contractor(s) shall be responsible to obtain separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ORDINANCE NUMBER 2498

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES FOR THE CITY OF VESTAVIA HILLS, ALABAMA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

BE IT ORDAINED by the City Council of the City of Vestavia Hills in the State of Alabama, as follows:

Section 1. That code entitled “The Code of the City of Vestavia Hills, Alabama” consisting of Chapters 1-17, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before August 26, 2013 and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this Ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rules or regulation adopted or issued in pursuance thereof shall be punished by a fine of not less than \$1.00 nor more than \$500.00 or by imprisonment at hard labor for not exceeding six months or by both such fine and imprisonment. Each act or violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinances.

In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions and amendments to the Code when passed in such form as to indicate the intention of the City Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after August 26, 2013 that amend or refer to ordinances that have been codified in the Code shall be construed as they amend or refer to like provisions of the Code.

Section 7. If any section or provision of this Ordinance shall be held invalid, such holding shall not affect the validity of any other section or provision thereof which is not of itself invalid.

Section 8. This Ordinance Number 2498 shall become effective immediately upon adoption and posting/publication as required by Alabama law.

DONE, ORDERED and APPROVED this the 14th day of April, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2498 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk