

**Vestavia Hills
City Council Agenda
August 11, 2014
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Brad Allison, Altadena Valley Presbyterian Church
4. Pledge Of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Presentation – Jack Norris, Pruitt Place
9. Approval of Minutes – July 28, 2014 (Work Session) and July 28, 2014 (Regular Meeting)

Old Business

10. Resolution Number 4613 – A Resolution Authorizing The City Manager To Purchase Radio Equipment From E-911 Special Funds And To Reimburse The General Fund For A Prior Purchase Of Radio Equipment (*public hearing*)
11. Resolution Number 4614 – Annexation – 90-Day – 4624 Old Looney Mill Road; Eric And Meredith Mann, Owners (*public hearing*)
12. Ordinance Number 2522 – Annexation – Overnight – 4624 Old Looney Mill Road; Eric and Meredith Mann, Owners (*public hearing*)
13. Resolution Number 4615 – Annexation – 90-Day – 1512 Oak Leaf Trail; Lot 12, Gresham Woods; Nicholas Elkhoury, Owner; Paul Norris, Representing (*public hearing*)
14. Ordinance Number 2523 – Annexation – Overnight – 1512 Oak Leaf Trail, Lot 12, Gresham Woods; Nicholas Elkhoury, Owner; Paul Norris, Representing (*public hearing*)
15. Resolution Number 4616 – Annexation – 90-Day – 2429 Dolly Ridge Road; Lot 36, Rocky Ridge Estates; Lila P. Williams, Owner; Earl Gibson, Representing (*public hearing*)

16. Ordinance Number 2524 – Annexation – Overnight - 2429 Dolly Ridge Road; Lot 36, Rocky Ridge Estates; Lila P. Williams, Owner; Earl Gibson, Representing (*public hearing*)
17. Resolution Number 4617 – Annexation – 90-Day – 3633 Dabney Drive; Lot 37, Altadena Forest Estates, 2nd Sector; William Jenkins, Owner; Sarah Macon, Representing
18. Ordinance Number 2525 – Annexation – Overnight - 3633 Dabney Drive; (*public hearing*) Lot 37, Altadena Forest Estates, 2nd Sector; William Jenkins, Owner; Sarah Macon, Representing (*public hearing*)

New Business

19. Resolution Number 4620 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property
20. Resolution Number 4621 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement For Landscape Permit (MB-05) And A Permit To Construct A Turnout (BM-111-B) With Alabama Department Of Transportation (ALDOT) For Improvements Along Highway 31 At The New City Hall Site
21. Resolution Number 4623 – A Resolution For Approval Of The Final 10% Of The General Fund Budget, Special Fund Budget And Capital Fund Budget For Fiscal Year 2013-2014

New Business (Requesting Unanimous Consent)

22. Resolution Number 4622 - A Resolution Authorizing The City Manager To Execute And Deliver Agreements To Expedite And Facilitate The Development Patchwork Farms (*public hearing*)
23. Ordinance Number 2527 – An Ordinance Declaring Certain Real Property As Surplus And Directing The City Manager To Execute And Deliver Documents For The Sale Of Said Property (*public hearing*)
24. Resolution Number 4624 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Sain Associates For Engineering, Surveying And Design Of A New Roadway Located Adjacent To Vestavia Hills Elementary At Cahaba Heights School (*public hearing*)

First Reading (No Action Taken At This Meeting)

25. Ordinance Number 2526 – Conditional Use Approval – Conditional Use Approval – 4871 Sicard Hollow Road; To Extend An Existing 120’ Stealth Monopole (Flagpole) To A Maximum Height Of 140’; City Of Vestavia Hills, Owners; New Cingular Wireless PCS, LLC D/B/A AT&T Mobility, Andy Rotenstreich, Representing *(public hearing)*
26. Resolution Number 4625 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And Northport Holding LLC *(public hearing)*
27. Resolution Number 4626 – A Resolution Accepting A Bid For Construction Of A Pedestrian Bridge And Certain Other Improvements At McCallum Park *(public hearing)*
28. Resolution Number 4627 – A Resolution Authorizing A General Fund Budget, A Special Fund Budget And A Capital Fund Budget For Fiscal Year 2014-2015 *(public hearing)*
29. Resolution Number 4628 – A Resolution Electing To Provide A One-Time Bonus To City Retirees Pursuant To Alabama Act No. 2014-429
30. Citizens Comments
31. Motion For Adjournment

CITY OF VESTAVIA HILLS
CITY COUNCIL
WORK SESSION
MINUTES
JULY 28, 2014

The City Council of Vestavia Hills met in a 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 City Clerk called the roll with the following:

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

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief

The Mayor welcomed the persons in attendance.

The Mayor indicated that the Council needed to go into executive session for the possible purchase/sale of property. He stated that the session should last an estimated 15 minutes and opened the floor for a motion.

MOTION Motion to move into executive session for an estimated 60 minutes for the purchase/sale of property was made by Mr. Henley. Mr. Pierce seconded the motion with the roll call vote as follows:

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

The Council entered into executive session at 4:35 PM. The Council exited executive session at 4:57 PM.

There being no further business, the meeting adjourned at 4:58 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JULY 28, 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:

Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Conrad Garrison, City Planner
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Lt. Kevin York, Police Dept.
Jim St. John, Fire Chief
Terry Ray, Asst. Fire Chief

Invocation was given by Joe Slane, Southminster Presbyterian Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Steve Ammons stated that he is running for Jefferson County Tax Collector and asked for support in the November general election.
- Mr. Ammons welcomed Park Board members Tommy Dazzio, Tommy Coggin and Ann Smyth to the meeting.

PROCLAMATION

The Mayor presented a proclamation designating the month of August 2014 as "Fire Fighter Appreciation Month." City Manager Jeff Downes read the proclamation and presented it to Lt. Ryan Farrell.

CITY MANAGER REPORT

- None.

COUNCILOR REPORTS

- Mayor Zaragoza reminded everyone that the annual Back-To-School sales tax holiday begins this Friday and lasts through Sunday night.
- The Mayor stated that Della Fancher has resigned from the City's Planning and Zoning Commission after several years. He stated that Brian Wolfe has agreed to finish her appointment on the Commission.
- Mr. Pierce stated that the Chamber of Commerce will host a Back-To-School celebration in Oliver Square on August 15 with lots of activities for the kids. He invited everyone to attend.
- Mr. Henley stated that Sheila Phillips, the new Superintendent of Education, will officially take her position August 1.

FINANCIAL REPORTS

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

APPROVAL OF MINUTES

The minutes of June 10, 2014 (Work Session), June 14, 2014 (Regular Meeting) and June 18, 2014 (work session) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the meeting of June 10, 2014 (Work Session), June 14, 2014 (Regular Meeting) and June 18, 2014 (work session) and approve them as presented was by Mr. Pierce and second by Mr. Ammons. Roll call vote as follows:

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

The Mayor asked that the rules be suspended in order to allow consideration of the New Business items listed on the agenda first. He opened the floor for a motion.

MOTION Motion to suspend the rules and allow consideration of New Business items first was made by Mr. Ammons. Second was by Mr. Sharp. 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 4607

Resolution Number 4607 – Alcohol License – Edward Scott LLC d/b/a Snapper Grabbers Seafood Market At 521 Montgomery Highway, Suite 101; For The Off Premise Sale Of 050 – Retail Beer And 070 – Retail Table Wine; Edward K. Scott And Pamela J. Scott, Executives (*public hearing*)

MOTION Motion to approve Resolution Number 4607 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this is a request for off-premise sale of beer and wine for the Snabber Grabbers Seafood Market located nearby. He stated the Police Department has reviewed and found no problems with the request.

Lt. York concurred.

Edward Scott, owner was present in regard to this request.

Mr. Pierce asked about training of employees.

Mr. Scott stated they have a strict training policy and will identify anyone that appears younger than 30.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked 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 4608

Resolution Number 4608 - A Resolution Authorizing The Purchase Of Radio Equipment For The Purpose Of Transmitting And Receiving Dispatch Calls By Utilizing E-911 Funds By The Vestavia Hills City Council As The City's Emergency Communications District Board

MOTION Motion to approve Resolution Number 4608 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this is a request for action by the City's ECD Board concerning emergency communications. There have been some AG opinions that allows the purchase of radios for dispatching to be purchased from special E-911 funds but this needs to be ratified by the Council as the City's ECD Board. This Resolution ratifies that decision.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked 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 4611

Resolution Number 4611 – Alcohol License – Red Lobster Restaurants, LLC D/B/A Red Lobster 0046 For The On-Premise Sale Of 020 – Restaurant Retail Liquor At 1030 Montgomery Highway; Carl B. Richmond, Horace G. Dawson III, Red Lobster Management LLC, Executives (*public hearing*)

MOTION Motion to approve Resolution Number 4611 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this is a request for on-premise restaurant retail liquor license transfer because of a change in ownership of the Red Lobster restaurant. The Police Department has reviewed the request and found no problems.

Lt. York concurred.

Daniel Landum, manager of Red Lobster was present in regard to this request. He explained the restructuring of the restaurant's ownership and indicated there'd be no changes to the menu or services already provided.

Mr. Pierce asked about training of employees.

Mr. Landum stated they have always had a good training policy and will continue in those efforts.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked 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 4612

Resolution Number 4612 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement For Landscape Permit (MB-05) And Maintenance (MB-06) With Alabama Department Of Transportation (ALDOT) For Landscape Improvements At Interstate-65 And Highway 31

MOTION Motion to approve Resolution Number 4612 was by Mr. Pierce and second was by Mr. Sharp.

Mr. Downes stated that this is a request for commitments for landscaping maintenance at the intersection of I-65 and Montgomery Highway following the installation of the City’s “gateway” improvements.

Mr. Sharp asked if this will prevent ALDOT from continuing to use this area as a staging area for construction.

Roll call vote as follows:

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

RESOLUTION NUMBER 4618

Resolution Number 4618 – A Resolution Accepting the 2012-2013 Audit for the City of Vestavia Hills, Alabama

MOTION Motion to approve Resolution Number 4618 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this is presentation of the City's Financial audit for fiscal year 2013.

Jason Harp, Carr Riggs and Ingram, presented the City's Audit and explained the results, footnotes, comments and concerns. He answered questions from the Council concerning the City's financial position.

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 4605

Resolution Number 4605 - A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Goodwyn Mills And Cawood For Preliminary Geotechnical Work At Wald Park (*public hearing*)

MOTION Motion to approve Resolution Number 4605 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this is a request to do geo-technical work at Wald Park to assist in gathering collection to evaluate soil conditions at Wald Park through borings in various areas. He stated this is a Phase I of environmental studies of the park at an estimated expense of \$11,500.

Mr. Ammons stated that there are also historical issues concerning the park and that information needs to also be gathered.

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

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.

ORDINANCE NUMBER 2503

Ordinance Number 2503 – Rezoning – 1836 Shades Crest Road; Rezoning From Jefferson County E-2 To Vestavia Hills R-1; Compatible Zoning For Annexation; Bradshaw Family, LLC; Michael Wedgworth, Representing (public hearing)

MOTION Motion to approve Ordinance Number 2503 was by Mr. Sharp and second was by Mr. Pierce.

Mr. Downes stated that this property was annexed in the late 90’s and never compatible rezoned to a City zoning classification. He stated that the property is being sold for planned construction of two homes and needs to be rezoned in order to allow the platting of the property.

Mr. Sharp stated that the Planning Commission recommended that the property be zoned as presented.

Johnnie Corretti, representing the owner, stated he is in the process of purchasing the property in order to construct two homes.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked 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 2504

Ordinance Number 2504 – Conditional Use Approval – 2564 Altadena Road; Conditional Use Approval To Allow Up To 12 Urban Hens; Will Roth, Owner (public hearing)

MOTION Motion to approve Ordinance Number 2504 was by Mr. Sharp and second was by Mr. Henley.

Mr. Downes stated that this request is for Conditional Use Approval for up to 12 chickens. He stated that the owner has had a few of the animals on his property for about 3 years but never realized he wasn’t in compliance until the issue was raised in local newspapers. The resident lives on a large 12-acre parcel.

Mr. Sharp concurred that the Planning Commission has recommended that the Conditional Use be approved as presented to bring the property into compliance.

Mr. Roth explained that he came forward when he realized that keeping the animals was not allowed within the zoning. He indicated he has about six hens at the moment and they have never had any problems with predators but would stay alert in case he does. He stated he has read the stipulations in the Ordinance and finds no problems with compliance.

Mr. Pierce asked about private covenants on the property.

Mr. Roth stated he lives on acreage property and there are no covenants.

The Mayor opened the floor for a public hearing.

The following individuals addressed the Council relative to the request:

- Anne Osborne, 2101 Hickory Ridge Circle;
- David Stopack, 2100 Longleaf Trail;
- Bob Norman, 3543 Valley Circle

Issues raised included predators in the area, concerns of increased predators lured by keeping of chickens on premise, the fact that wild animals have been in the wooded areas of Altadena forever and that there's been no increase since Mr. Roth began keeping his chickens.

The Mayor asked if any of these questions were raised at the Commission meeting.

Mr. Sharp stated that he wasn't at that particular meeting but concurred that the Planning Commission recommended the Conditional Use be approved as presented.

Mr. Pierce stated that he shares the concerns of neighbors of an increase in predators lured by someone keeping chickens.

There being no one to address the Council concerning this request, the Mayor closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – no

Mr. Sharp – yes

Mayor Zaragoza – yes

Mr. Henley – yes

Mr. Ammons – yes

motion carried.

ORDINANCE NUMBER 2505

Ordinance Number 2505 – Rezoning – 3790 Poe Drive; Lots 5 And A Portion Of Lot 4, Block 3, Glass 3rd Addition To New Merkle; Rezone From Vestavia Hills R-4 To Vestavia Hills R-9; Overton Investments, LLC (*public hearing*)

MOTION Motion to approve Ordinance Number 2505 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this request is to rezone property to allow the construction of two new homes on 45’ wide lots.

Charles Kessler, Overton Investments LLC, described the request in more detail.

Mr. Garrison stated that the Planning Commission had only six members attend the evening this was presented and one member voted negative to the request. This comes to the Council with a 5-1 vote to recommend which was a failed recommendation.

Discussion ensued as to why the one member voted no. Mr. Garrison explained that the member did not cite any reasons for his vote.

Mr. Sharp concurred that the Planning Commission has recommended that the Conditional Use be approved as presented to bring the property into compliance.

The Mayor opened the floor for a public hearing.

John Hinds, 3794 Poe Drive, commended Mr. Kessler on the homes that he has built in this area and feels these two homes will be a big improvement to the development of the area and asked that the Council support the request.

There being no one to address the Council concerning this request, the Mayor closed the floor and asked 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 NUMBERS 2506 - 2521

The Mayor asked for consideration and discussion of the remaining Old Business, Ordinance Numbers 2506 through 2521 be considered together with one public hearing. He recognized the property owners in the audience present in regard to the requests.

Mr. Pierce indicated that the properties were annexed three months ago and this is the 90-day final annexation and compatible rezoning of all of the properties.

The Mayor opened the floor for a public hearing for all of the ordinances listed in Old Business. There being no one to address the Council concerning these requests, the Mayor closed the floor and asked for the question on each Ordinance.

ORDINANCE NUMBER 2506

Ordinance Number 2506 – Annexation – 90-Day Final – 4668 Caldwell Mill Road; Layne And Amy Savoie, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2506 was made by Mr. Pierce and second was by Mr. Ammons. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2507

Ordinance Number 2507 – Rezoning – 4668 Caldwell Mill Road; Rezoning From Jefferson County E-2 To Vestavia Hills R-1; Compatible Zoning For Annexation; Layne And Amy Savoie, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2507 was made by Mr. Pierce and second was by Mr. Henley. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2508

Ordinance Number 2508 – Annexation – 90-Day Final – 2640 Dolly Ridge Road; Willard And Ruth Bowers, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2508 was made by Mr. Pierce and second was by Mr. Ammons. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2509

Ordinance Number 2509 – Rezoning – 2640 Dolly Ridge Road; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Compatible Zoning For Annexation; Willard And Ruth Bowers, Owners (*public hearing*)

MOTION Motion to approve Ordinance Number 2509 was made by Mr. Pierce and second was by Mr. Henley. Question called, roll call vote as follows:

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

ORDINANCE NUMBER 2510

Ordinance Number 2510 – Annexation – 90-Day Final – 2760 Altadena Lake Drive; Lot 3, Block 5, First Addition, Altadena Valley Fifth Sector; Lynn R. Smitherman, Trustee, Owner (*public hearing*)

MOTION Motion to approve Ordinance Number 2510 was made by Mr. Pierce and second was by Mr. Ammons. Question called, roll call vote as follows:

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

ORDINANCE NUMBER 2511

Ordinance Number 2511 – Rezoning – 2760 Altadena Lake Drive; Lot 3, Block 5, First Addition, Altadena Valley Fifth Sector; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Compatible Zoning For Annexation; Lynn Smitherman, Trustee, Owner (*public hearing*)

MOTION Motion to approve Ordinance Number 2511 was made by Mr. Pierce and second was by Mr. Sharp. Question called, roll call vote as follows:

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

ORDINANCE NUMBER 2512

Ordinance Number 2512 – 90-Day Final – 3700 Altadena Circle; Lot 8, Ridge Forest; Ralph And Alison McCall, Owners (*public hearing*)

MOTION Motion to approve Ordinance Number 2512 was made by Mr. Pierce and second was by Mr. Henley. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2513

Ordinance Number 2513 – Rezoning – 3700 Altadena Circle; Lot 8 Ridge Forest; Rezone From Jefferson County A-1 To Vestavia Hills A; Compatible Zoning For Annexation; Ralph And Alison McCall, Owners (*public hearing*)

MOTION Motion to approve Ordinance Number 2513 was made by Mr. Pierce and second was by Mr. Ammons. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2514

Ordinance Number 2514 – Annexation – 90-Day Final – 3548 Valley Circle; Lot 12, Block 3, Dolly Ridge Estates, 2nd Add; Benjamin And Carol Byrket, Owners (*public hearing*)

MOTION Motion to approve Ordinance Number 2514 was made by Mr. Pierce and second was by Mr. Ammons. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2515

Ordinance Number 2515 – Rezoning – 3548 Valley Circle; Lot 12, Block 3, Dolly Ridge Estates 2nd Add; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Benjamin And Carol Byrket, Owners (*public hearing*)

MOTION Motion to approve Ordinance Number 2515 was made by Mr. Pierce and second was by Mr. Ammons. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

MOTION Motion to approve Ordinance Number 2519 was made by Mr. Pierce and second was by Mr. Ammons. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2520

Ordinance Number 2520 – Annexation – 90-Day Final – 2468 Kenvil Circle; Lot 42, Buckhead, 2nd Sector; Tara Adams, Owner (public hearing)

MOTION Motion to approve Ordinance Number 2520 was made by Mr. Pierce and second was by Mr. Henley. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

ORDINANCE NUMBER 2521

Ordinance Number 2521 – Rezoning – 2568 Kenvil Circle; Lot 42, Buckhead, 2nd Sector; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Tara Adams, Owner (public hearing)

MOTION Motion to approve Ordinance Number 2521 was made by Mr. Pierce and second was by Mr. Henley. Question called, roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

MOTION Motion for unanimous consent for the immediate consideration and action on Resolution Numbers 4609 and 4610 was by Mr. Pierce. Second was by Mr. Ammons. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

RESOLUTION NUMBER 4609

Resolution Number 4609 - A Resolution Accepting Contractor Bids For A Proposed City Hall And Municipal Court/Police Facility And Authorizing The Construction Of Said Facility Pursuant To Said Bids (public hearing)

MOTION Motion to approve Resolution Number 4609 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes gave a brief background of the status of the construction of the City Hall. He indicated that this Resolution accepts the bids and secures the documents needed for said construction. In all, the bids came in lower than projected. A detail of the bids and recommendation of acceptance of the lowest bids are attached to the Resolution.

Both Construction Manager Stephen Riley, Harbert Construction and Project Architect Stephen Allen, Williams Blackstock were in attendance. Mr. Riley stated that the bids were reviewed from prequalified bidders and recommendation was given to accept the lowest bidders.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked 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 4610

Resolution Number 4610 – A Resolution Authorizing The City Manager To Replace A HVAC Unit On The Lower Level Of The Vestavia Hills Civic Center (public hearing)

MOTION Motion to approve Resolution Number 4610 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes gave a brief background of the status of this repair. He stated that the air conditioning in this part of the Civic Center has been out a few weeks and recommendation was made to get the unit replaced rather than repaired because the costs were close and the unit is quite old.

Mr. Davis stated that he doesn't know how old the unit is but has been there since he's been employed with the City.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked 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 August 11, 2014 at 5 PM.

- Resolution Number 4613 – A Resolution Authorizing The City Manager To Purchase Radio Equipment From E-911 Special Funds And To Reimburse The General Fund For A Prior Purchase Of Radio Equipment (*public hearing*)
- Resolution Number 4614 – Annexation – 90-Day – 4624 Old Looney Mill Road; Eric And Meredith Mann, Owners (*public hearing*)
- Ordinance Number 2522 – Annexation – Overnight – 4624 Old Looney Mill Road; Eric and Meredith Mann, Owners (*public hearing*)
- Resolution Number 4615 – Annexation – 90-Day – 1512 Oak Leaf Trail; Lot 12, Gresham Woods; Nicholas Elkhoury, Owner; Paul Norris, Representing (*public hearing*)
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- Resolution Number 4616 – Annexation – 90-Day – 2429 Dolly Ridge Road; Lot 36, Rocky Ridge Estates; Lila P. Williams, Owner; Earl Gibson, Representing (*public hearing*)
- Ordinance Number 2524 – Annexation – Overnight - 2429 Dolly Ridge Road; Lot 36, Rocky Ridge Estates; Lila P. Williams, Owner; Earl Gibson, Representing (*public hearing*)
- Resolution Number 4617 – Annexation – 90-Day – 3633 Dabney Drive; Lot 37, Altadena Forest Estates, 2nd Sector; William Jenkins, Owner; Sarah Macon, Representing
- Ordinance Number 2525 – Annexation – Overnight - 3633 Dabney Drive; (*public hearing*) Lot 37, Altadena Forest Estates, 2nd Sector; William Jenkins, Owner; Sarah Macon, Representing (*public hearing*)

CITIZENS COMMENTS

None.

MOTION Motion to adjourn was by Mr. Ammons and second was by Mr. SHarp.
Meeting adjourned at 6:20 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4613

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE RADIO EQUIPMENT WITH E-911 SPECIAL FUNDS AND TO REIMBURSE THE GENERAL FUND OF THE PREVIOUS PURCHASE OF RADIO EQUIPMENT

WHEREAS, on July 28, 2014, the City Council of the City of Vestavia Hills, Alabama, acting as the City's Emergency Communications District Board ("ECD Board") adopted and approved Resolution Number 4608 authorizing the purchase of radio equipment for the purpose of transmitting and receiving dispatch calls using E-911 special funds; and

WHEREAS, the Fire Department has identified a need to purchase radio equipment for the purpose of transmitting and receiving dispatch calls in the amount of \$17,270 as requested in memorandums from the Fire Chief to the City Manager dated July 21 and August 6, 2014, a copy of which is marked as "Exhibit A," attached to and incorporated into this Resolution Number 4613 as though written fully therein; and

WHEREAS, the Fire Department also identified a purchase made earlier in the fiscal year in the amount of \$3,989 expensed to the General Fund account; and

WHEREAS, the Fire Department has requested that the expense be charged to the E-911 Special Funds account and the General Fund reimbursed in the amount of \$3,989; and

WHEREAS, the City Manager has reviewed the request and recommended acceptance of said purchase and reimbursement; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to accept the request as presented and recommended by the City Manager.

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

1. The Finance Director is hereby authorized to transfer the previously purchased radio equipment which was purchased within the current fiscal year in the amount of \$3,989 to the E-911 Special Funds account and reimburse the General Fund; and
2. The City Manager is hereby authorized to purchase radios in the amount of \$17,270 to be expensed to the E-911 Special Funds account; and
3. This Resolution Number 4613 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

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

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Jim St. John, Fire Chief
DATE: July 21, 2014
RE: Request to purchase radio equipment from E-911 funds

We are requesting \$19,929.00 of E-911 funds for the purchase and programming of radio equipment. The purchase of two new mobile radios and reprogramming of all existing fire department radios has a total of \$15,940.00. A prior purchased radio for \$3,989.00 would be reimbursed to the general fund.

**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: Jeff Downes, City Manager
FROM: Jim St. John, Fire Chief
DATE: August 6, 2014
RE: Amendment to Resolution 4613

I recommend an amendment to the original request of \$19,929.00 for Resolution 4613 to reflect the installation price of \$1,330.00 that was not included in the original sales quote. The new total for Resolution 4613 is \$21,259.00. This increase is an allowable expenditure of special funds.

RESOLUTION NUMBER 4614

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 May 7, 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 11th day of August, 2014; and

WHEREAS, it would be in 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 13th day of August, 2014, 2014.

2. That on the 24th day of November, 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 4614 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:

4624 Old Looney Mill Road
Eric and Meredith Mann, Owner(s)

Being more particularly described as follows:

A Parcel of Land situated In the SW 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the SE corner of said 1/4-1/4 Section; Thence run North along the east line of said 1/4-1/4 section for a distance of 737.62 feet to a point; thence tum an angle to the left of 72 deg.44 min. 00 sec. and run in a Northwesterly direction for a distance of 288.44 feet to the point of beginning, said point of beginning being an Iron pin found; thence tum an angle to the left of 76 deg. 59 min. 41 sec. and run in a Southwesterly direction for a distance of 86.71 feet to an iron pin found; thence turn an angle to the right of 17 deg. 23 min. 39 sec. and run In a southwesterly direction for a distance of 139.71 feet to an iron pin found; thence turn an angle to the left of 116 deg. 44 min. 15 sec. and run in a southeasterly direction along the northeast line of Lot 1-B of Martin's Resurvey as recorded in Map Book 110, Page 36, in the Office of the Judge of Probate, Jefferson County, Alabama, for a distance of 218.54 feet to an iron pin set on the Northwest right of way of Five Oaks Lane, said right-of-way being 40 feet wide; thence tum an angle to the left of 78 deg. 30 min. 26 sec. and run In a Northeasterly direction along the Northwest right-of-way of said Five Oaks Lane for a distance of 223.01 feet to an iron pin set at the intersection of Old Looney Mill Road and Five Oaks Lane, said Iron pin set being on a curve to the left having a central angle of 2 deg. 35 min. 20 sec. and a radius of 431.66 feet; thence turn an angle to the left of 94 deg. 14 min. 36 sec. to the chord of said curve and run in a Northwesterly direction along the arc of said curve and also along the Southwest right-of-way of Old Looney Mill Road for a distance of 19.51 feet to an iron pin set; thence tum an angle to the left from the chord of last stated curve of 10 deg. 54 min. 41 sec. and run In a Northwesterly direction along the Southwest line of said Old Looney Mill Road for a distance of 167.03 feet to the point of beginning; being situated In Jefferson County, Alabama.

Less and except the following:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

Commence at the SE corner of said 1/4-1/4 section, thence run north along the East line of said 1/4-1/4 section for a distance of 737.62 feet to a point; thence turn an angle to the left of 72 deg. 44 min. 00 sec. and run in a northwesterly direction for a distance of 288.34 feet to an iron pin found; thence turn an angle to the left of 76 deg. 59 min. 41 sec. and run in a Southwesterly direction for a distance of 86.71 feet to the point of beginning. said point of beginning being an Iron pin found. thence turn an angle to the right 17 deg. 23 min. 39 sec. and run in a southwesterly direction for a distance of 139.71 feet to an iron pin found, thence turn an angle to the left of 115 deg. 44 min. 15 sec. and run in a southeasterly direction for a distance of 42.33 feet to an iron pin set; thence turn an angle to the left of 80 deg. 39 min. 24 sec. and run in a Northeasterly direction for a distance of 126.45 feet to the point of beginning: being situated in Jefferson County, Alabama.

APPROVED and ADOPTED this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Annexation Committee Petition Review

Property: 4624 Old Looney MILC Rd.

Owners: Eric & Meredith Mann

Date: 6-25-14

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 \$401,900. 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 13 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: 4624 Old Looney Mill Rd


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

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

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

11. Information on children: Number in family 5; Plan to enroll in VH schools Yes No _____ Comments: 2 children will enroll in VH schools

Other Comments: _____


George Pierce
Chairman

PARCEL #: 28 00 34 1 003 018.002 [111-B+] Baths: 4.5 H/C Sqft: 3,586
OWNER: MANN ERIC & MEREDITH 18-040.0 Bed Rooms: 5 Land Sch: A116
ADDRESS: 4624 OLD LOONEY MILL RD BIRMINGHAM AL 35243-2626 Land: 120,000 Imp: 281,900 Total: 401,900
LOCATION: 4624 OLD LOONEY MILL RD AL 35243 Acres: 0.000 Sales Info: 10/22/2012 \$475,000

<< 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%	\$120,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 01 COUNTY	HS YEAR: 2013	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
CLASS USE:		BLDG 001	111 \$281,900
FOREST ACRES: 0	TAX SALE:		
PREV YEAR VALUE: \$401,900.00	BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$401,900]:	\$401,900
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$40,200	\$261.30	\$4,000	\$26.00	\$235.30
COUNTY	3	1	\$40,200	\$542.70	\$2,000	\$27.00	\$515.70
SCHOOL	3	1	\$40,200	\$329.64	\$0	\$0.00	\$329.64
DIST SCHOOL	3	1	\$40,200	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$40,200	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$40,200	\$205.02	\$0	\$0.00	\$205.02
SPC SCHOOL2	3	1	\$40,200	\$675.36	\$0	\$0.00	\$675.36

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$40,200.00

\$2,014.02

GRAND TOTAL: \$1,966.02

FULLY PAID

DEEDS

INSTRUMENT NUMBER

[201214-14197](#)
[201214/14197](#)
[0-0](#)

DATE

6/8/2012
 6/8/2012
 09/05/1996

PAYMENT INFO

PAY DATE TAX YEAR

12/26/2013 2013
 12/3/2012 2012
 20111216 2011
 20101201 2010
 20091207 2009
 20090317 2008
 20071117 2007
 20061202 2006
 20051119 2005
 20041120 2004
 20031122 2003
 20021113 2002
 20011109 2001
 20001115 2000

PAID BY

-
 CLINE WESLEY R & LYNN H

AMOUNT

\$1,966.02
 \$1,965.53
 \$2,172.43
 \$1,992.58
 \$1,992.58
 \$2,032.66
 \$2,098.28
 \$2,058.72
 \$1,778.65
 \$1,655.91
 \$1,586.26
 \$1,330.75
 \$1,330.75
 \$1,330.75

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 5-7-14

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.

Eric 901-5693

Meredith 862-5388

EXHIBIT "A" - LEGAL DESCRIPTION

A Parcel of Land situated in the SW 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the SE corner of said 1/4-1/4 Section; Thence run North along the east line of said 1/4-1/4 Section for a distance of 737.62 feet to a point; thence turn an angle to the left of 72 deg. 44 min. 00 sec. and run in a Northwesterly direction for a distance of 288.44 feet to the point of beginning, said point of beginning being an iron pin found; thence turn an angle to the left of 76 deg. 59 min. 41 sec. and run in a Southwesterly direction for a distance of 86.71 feet to an iron pin found; thence turn an angle to the right of 17 deg. 23 min. 39 sec. and run in a southwesterly direction for a distance of 139.71 feet to an iron pin found; thence turn an angle to the left of 116 deg. 44 min. 15 sec. and run in a southeasterly direction along the northeast line of Lot 1- B of Martin's Resurvey as recorded in Map Book 110, Page 36, in the Office of the Judge of Probate, Jefferson County, Alabama, for a distance of 218.54 feet. to an iron pin set on the Northwest right of way of Five Oaks Lane, said right of way being 40 feet wide; thence turn an angle to the left of 78 deg. 30 min. 26 sec. and run in a Northeasterly direction along the Northwest right of way of said Five Oaks Lane for a distance of 223.01 feet to an iron pin set at the intersection of Old Looney Mill Road and Five Oaks Lane, said iron pin set being on a curve to the left having a central angle of 2 deg. 35 min. 20 sec. and a radius of 431.66 feet; thence turn and angle to the left of 94 deg. 14 min. 36 sec. to the chord of said curve and run in a Northwesterly direction along the arc of said curve and also along the Southwest right of way of Old Looney Mill Road for a distance of 19.51 feet to an iron pin set; thence turn an angle to the left from the chord of last stated curve of 10 deg. 54 min. 41 sec. and run in a Northwesterly direction along the Southwest line of said Old Looney Mill Road for a distance of 167.03 feet to the point of beginning; being situated in Jefferson County, Alabama.

Less and except the following:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

Commence at the SE corner of said 1/4-1/4 section. thence run north along the East line of said 1/4-1/4 section for a distance of 737.62 feet to a point; thence turn an angle to the left of 72 deg. 44 min. 00 sec. and run in a northwesterly direction for a distance of 288.34 feet to an iron pin found; thence turn an angle to the left of 76 deg. 59 min. 41 sec. and run in a Southwesterly direction for a distance of 86.71 feet to the point of beginning, said point of beginning being an iron pin found, thence turn an angle to the right 17 deg. 23 min. 39 sec. and run in a southwesterly direction for a distance of 139.71 feet to an iron pin found, thence turn an angle to the left of 115 deg. 44 min. 15 sec. and run in a southeasterly direction for a distance of 42.33 feet to an iron pin set; thence turn an angle to the left of 80 deg. 39 min. 24 sec. and run in a Northeasterly direction for a distance of 126.45 feet to the point of beginning; being situated in Jefferson County, Alabama.

20120611000646200 2/2
 Bk: LR201214 Pg: 14197
 Jefferson County, Alabama
 06/11/2012 02:04:44 PM D
 Fee - \$19.00
 Dead Tax -\$475.00
 Total of Fees and Taxes-\$494.00
 HATCHERK

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):

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>E. M.</u>	Lot _____	Block _____	Survey _____
<u>Meredith G. Mann</u>	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Meredith G. Mann 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.

Meredith G. Mann
Signature of Certifier

Subscribed and sworn before me this the 7th day of May, 2014.

[Signature]
Notary Public



My commission expires: 7/05/16

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway

Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ 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): Eric and Meredith Mann

Address: 4624 Old Looney Mill Road

City: Bham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Carson Mann	7	2nd	✓	
2.	Crawford Mann	5	5-K	✓	
3.	Lydia Mann	4			
4.					
5.					
6.					

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

ORDINANCE NUMBER 2522

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 Eric and Meredith Mann dated May 7, 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:

4624 Old Looney Mill Road
Eric and Meredith Mann

Being more particularly described as follows:

A Parcel of Land situated In the SW 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the SE corner of said 1/4-1/4 Section; Thence run North along the east line of said 1/4-1/4 section for a distance of 737.62 feet to a point; thence tum an angle to the left of 72 deg.44 min. 00 sec. and run in

a Northwesterly direction for a distance of 288.44 feet to the point of beginning, said point of beginning being an Iron pin found; thence tum an angle to the left of 76 deg. 59 min. 41 sec. and run in a Southwesterly direction for a distance of 86.71 feet to an iron pin found; thence turn an angle to the right of 17 deg. 23 min. 39 sec. and run In a southwesterly direction for a distance of 139.71 feet to an iron pin found; thence turn an angle to the left of 116 deg. 44 min. 15 sec. and run in a southeasterly direction along the northeast line of Lot 1-B of Martin's Resurvey as recorded in Map Book 110, Page 36, in the Office of the Judge of Probate, Jefferson County, Alabama, for a distance of 218.54 feet to an iron pin set on the Northwest right of way of Five Oaks Lane, said right-of-way being 40 feet wide; thence tum an angle to the left of 78 deg. 30 min. 26 sec. and run In a Northeasterly direction along the Northwest right-of-way of said Five Oaks Lane for a distance of 223.01 feet to an iron pin set at the intersection of Old Looney Mill Road and Five Oaks Lane, said Iron pin set being on a curve to the left having a central angle of 2 deg. 35 min. 20 sec. and a radius of 431.66 feet; thence turn an angle to the left of 94 deg. 14 min. 36 sec. to the chord of said curve and run in a Northwesterly direction along the arc of said curve and also along the Southwest right-of-way of Old Looney Mill Road for a distance of 19.51 feet to an iron pin set; thence tum an angle to the left from the chord of last stated curve of 10 deg. 54 min. 41 sec. and run In a Northwesterly direction along the Southwest line of said Old Looney Mill Road for a distance of 167.03 feet to the point of beginning; being situated In Jefferson County, Alabama.

Less and except the following:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

Commence at the SE comer of said 1/4-1/4 section, thence run north along the East line of said 1/4-1/4 section for a distance of 737.62 feet to a point; thence turn an angle to the left of 72 deg. 44 min. 00 sec. and run in a northwesterly direction for a distance of 288.34 feet to an iron pin found; thence tum an angle to the left of 76 deg. 59 min. 41 sec. and run In a Southwesterly direction for a distance of 86.71 feet to the point of beginning. said point of beginning being an Iron pin found. thence tum an angle to the right 17 deg. 23 min. 39 sec. and run In a southwesterly direction for a distance of 139.71 feet to an iron pin found, thence tum an angle to the left of 115 deg. 44 min. 15 sec. and run In a southeasterly direction for a distance of 42.33 feet to an iron pin set; thence tum an angle to the left of 80 deg. 39 min. 24 sec. and run In a Northeasterly direction for a distance of 126.45 feet to the point of beginning; being situated In Jefferson County, Alabama.

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 11th day of August, 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 # 2522 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 11th day of August, 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 4615

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 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 11th day of August, 2014; and

WHEREAS, it would be in 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 13th day of August, 2014.

2. That on the 24th day of November, 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 4615 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:

1512 Oak Leaf Trail
Lot 12, Gresham Woods
Nicholas Elkhoury, Owner(s)

APPROVED and ADOPTED this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 1512 OAK LEAF TRAIL

Owners: NICHOLAS ELKHORRY

Date: 6-25-14

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 \$103,000. Meets city criteria: Yes No
 Comment: LOT ONLY

6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 13 Number in city 11

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

Property: 1512 OAK LEAF TRAIL


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 N/A; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: THIS A VACANT LOT.


George Pierce
Chairman

PARCEL #: 28 00 28 3 000 018.014 Baths: **0.0** H/C Sqft: **0**
OWNER: ELKHOURY NICHOLAS **18-012.0** Bed Rooms: **0** Land Sch: **G8**
ADDRESS: 4124 CROSSHAVEN DR VESTAVIA AL 35243-5227 Land: **103,000** Imp: **0** Total: **103,000**
LOCATION: 1512 OAK LEAF TRL AL 35243 Acres: **0.000** Sales Info: **09/01/2011** **\$62,000**

<< Prev Next >> [1 / 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		
OVR ASD VALUE: \$0.00	AMT: \$0.00		
	TOTAL MILLAGE: 50.1		
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$103,000]:	\$103,000
FOREST ACRES: 0	TAX SALE:	Assesment Override:	
PREV YEAR VALUE:	\$103,000.00	MARKET VALUE:	
	BOE VALUE: 0	CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$20,600	\$133.90	\$0	\$0.00	\$133.90
COUNTY	2	2	\$20,600	\$278.10	\$0	\$0.00	\$278.10
SCHOOL	2	2	\$20,600	\$168.92	\$0	\$0.00	\$168.92
DIST SCHOOL	2	2	\$20,600	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$20,600	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$20,600	\$105.06	\$0	\$0.00	\$105.06
SPC SCHOOL2	2	2	\$20,600	\$346.08	\$0	\$0.00	\$346.08

**** DELINQUENT ****

ASSD. VALUE: \$20,600.00

\$1,032.06

TOTAL FEE & INTEREST: (Detail) \$35.50

GRAND TOTAL: \$1,067.56

FULLY PAID

DEEDS

INSTRUMENT NUMBER

[201107-15625](#)
[200910-15727](#)
[200602-7796](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
09/26/2011	2/14/2014	2013	NICHOLAS ELKHOURY	\$1,067.56
10/09/2009	3/17/2013	2012	NICHOLAS ELKHOURY	\$1,083.24
10/09/2009	20111012	2011	***	\$1,047.06
		2009	***	\$1,902.64

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: ~~April 15th, 2014~~ April 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.

Paul Norris
283-8304
pnorris@vwsupply.com

EXHIBIT "A"

LOT: 12

BLOCK: 000

SURVEY: Gresham woods

RECORDED IN MAP BOOK 227, PAGE 2 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Residential

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS): ±

Lot 12 Gresham woods Sub PB 227 Pg 2.

See tax record attached

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>Nicholas Elkhoury</u>	Lot <u>12</u> Block <u>000</u> Survey <u>Gresham Woods</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

NICHOLAS ELKHOURY 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.

Nicholas Elkhoury
Signature of Certifier

Subscribed and sworn before me this the 15th day of April, 2014.

Sacquelina J. Seman
Notary Public

My commission expires: 5/16/14

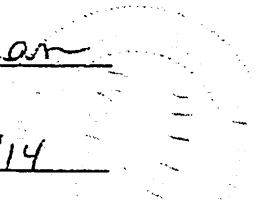


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

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

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Nicholas ELKhoury

Address: 4124 Crosshaven Dr

City: Vestavia State: AL Zip: 35243

Information on Children:

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

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

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

ORDINANCE NUMBER 2523

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 Nicholas Elkhoury dated April 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:

1512 Oak Leaf Trail
Lot 12, Gresham Woods
Nicholas Elkhoury

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 11th day of August, 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 # 2523 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 11th day of August, 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 4616

**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 2, 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 11th day of August, 2014; and

WHEREAS, it would be in 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 13th day of August, 2014.

2. That on the 24th day of November, 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 4616 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:

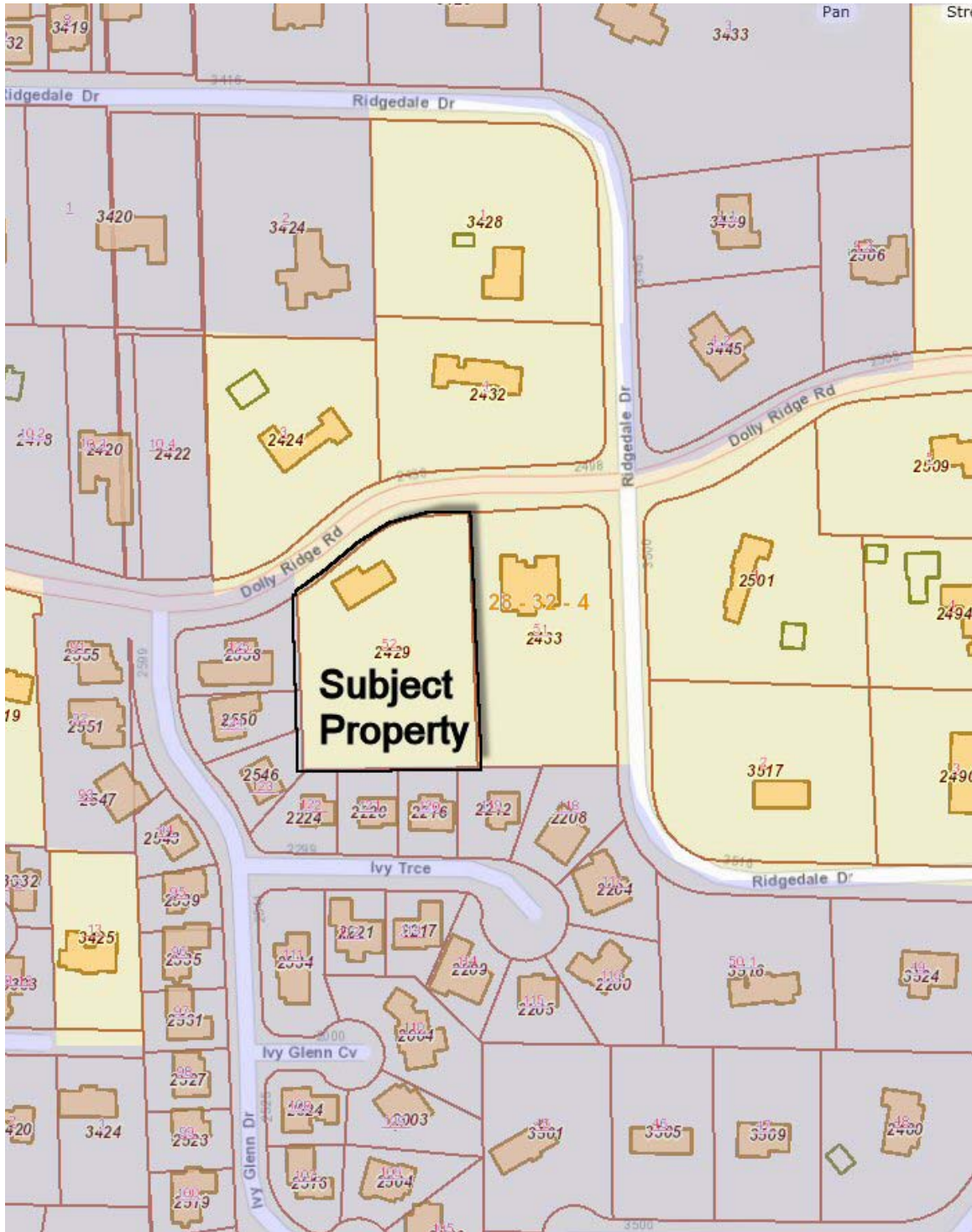
2429 Dolly Ridge Road
Lot 36, Rocky Ridge Estates
Lila P. Williams, Owner(s)

APPROVED and ADOPTED this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2429 Dolly Ridge Rd.

Owners: Lila P. Williams

Date: 6-25-14

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 \$168,600. Meets city criteria: Yes No
 Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 11 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: 2429 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 1; Plan to enroll in VH schools Yes _____ No Comments: no children

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 32 4 001 052.000 [111-D-] Baths: 1.0 H/C Sqft: 1,428
OWNER: WILLIAMS LILA P 18-034.0 Bed Rooms: 3 Land Sch: L1
ADDRESS: 2429 DOLLY RIDGE RD VESTAVIA AL 35243-4637 Land: 104,400 Imp: 64,200 Total: 168,600
LOCATION: 2429 DOLLY RIDGE RD BHAM AL 35243 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%	\$104,350
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		
OVR ASD VALUE: \$0.00	AMT: \$0.00	<u>CLASS 2</u>	
	TOTAL MILLAGE: 50.1		
		<u>CLASS 3</u>	
CLASS USE:		UTILITY WOOD OR 26WCCAV	\$1,000
FOREST ACRES: 0	TAX SALE:	BLDG 001 111	\$63,200
PREV YEAR VALUE: \$168,600.00	BOE VALUE: 0		
		TOTAL MARKET VALUE [APPR. VALUE: \$168,600]:	\$168,550
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$16,860	\$109.59	\$16,860	\$109.59	\$0.00
COUNTY	3	2	\$16,860	\$227.61	\$16,860	\$227.61	\$0.00
SCHOOL	3	2	\$16,860	\$138.25	\$16,860	\$138.25	\$0.00
DIST SCHOOL	3	2	\$16,860	\$0.00	\$16,860	\$0.00	\$0.00
CITY	3	2	\$16,860	\$0.00	\$16,860	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$16,860	\$85.99	\$16,860	\$85.99	\$0.00
SPC SCHOOL2	3	2	\$16,860	\$283.25	\$16,860	\$283.25	\$0.00

ASSD. VALUE: \$16,860.00

\$844.69

GRAND TOTAL: \$0.00

FULLY PAID

DEEDS

INSTRUMENT NUMBER

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
		2013		\$0.00
	11/2/2012	2012	WILLIAMS LILA P	\$517.10
	20001011	2000	***	\$432.99
	19991104	1999	***	\$432.99
	19981002	1998	***	\$297.87

STATE OF ALABAMA

JEFFERSON COUNTY

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

Date of Petition: 6/2/2014

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"

Part of
LOT: ↓ 36 _____

BLOCK: _____

SURVEY: Rocky Ridge Estates _____

RECORDED IN MAP BOOK 28 _____, PAGE 78 _____ IN THE
PROBATE OFFICE OF Jefferson _____ COUNTY, ALABAMA.

COUNTY ZONING: E-2 _____

COMPATIBLE CITY ZONING: R-2 _____

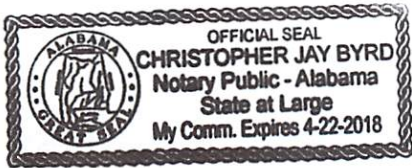
LEGAL DESCRIPTION (METES AND BOUNDS):

See attached.

I, Lila P. Williams the owner of 2429 Dolly Ridge Road, part of lot 36 Rocky Ridge Estates, as recorded in map book 28, page 78 in the office of the Judge of Probate of Jefferson County, Alabama (see attached legal) do hereby appoint Earl M. Gibson to act as my agent in any and all matters pertaining to the annexation and zoning of the above mentioned property on my behalf.

Lila P. Williams
Lila P. Williams

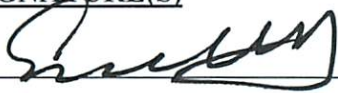
Subscribed and sworn before me this the 2 day of JUNE, 20 14.



Christopher Jay Byrd
Notary Public

My commission expires: 4-22-2018

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>
	Part <u>36</u> Lot <u>36</u> Block _____ Survey <u>Rocky Ridge Estates</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

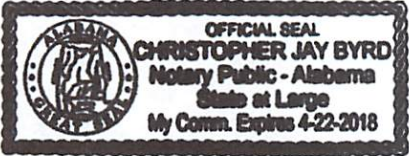
STATE OF ALABAMA

Jefferson COUNTY

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


Signature of Certifier

Subscribed and sworn before me this the 2 day of JUNE, 2014.




Notary Public

My commission expires: 4-22-2018

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

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

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

(To be completed by Homeowner)


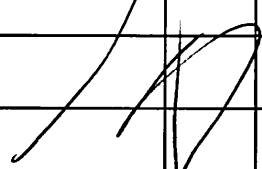
Name(s) of Homeowner(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Information on Children:

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

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

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

DATE OF SURVEY
7/13/01

$\Delta = 39^{\circ}58'$
RAD = 137.5

DOLLY RIDGE ROAD

50' ROW

Divide lot into 2 lots

AMENDED IVY GLENN
MAP BOOK 174 PAGE 9

LOT 35
190.30 GND
4.29

LOT 37

LOT 33
5/8" REBAR

LOT 32

PART OF LOT 36
ROCKY RIDGE ESTATES
MAP BOOK 28
PAGE 78

1.15 ACRES

92° 42' 51" GND

FENCE

1" = 50' 86° 48' 04" GND

DEED

290.2 PLAT
289.04 GND

LOT 35
ROCKY RIDGE ESTATES
MAP BOOK 28
PAGE 78

LOT 31

LOT 30

LOT 29

9.80 210° 56' 00"

1.92 162° 40' 05"

97.15

73.28

$\Delta = 39^{\circ}59'$
R = 130.58

48.39

90° 08' 00"

3/4" CRIMP TOP

0.90

0.75

0.26

FENCE POSTS

0.46

192.48 GND

160.00 GND

160.26 PLAT

1" CRIMP TOP

3/4" CRIMP TOP

I Jerry W. Cockrell a Registered Land Surveyor in the State of Alabama do hereby certify that all parts of this survey have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, to the best of my knowledge, information and belief and that I have surveyed the land shown hereon and described as follows;

Part of Lot 36, according to the map of Rocky Ridge Estates as recorded in Map Book 28 Page 78, in the office of the Judge of Probate of Jefferson County, Ala, being more particularly described as follows;

The Point of Beginning being the Southwest Corner of Lot 35 in said survey; thence run North along the West line of said Lot 35 for a distance of 289.04 feet to a Crimped Iron Found on the South Right-of-Way of Dolly Ridge Road, having a 50.0 feet Right-of-Way; thence deflect 89° 52' to the left and run 48.39 feet along said R.O.W. to a point, being the P.C. of a curve having a delta of 39° 54' and a radius of 130.58; thence deflect 19° 59' 30" to the left and run 72.19 feet along said R.O.W. to a point, being the P.T. of said curve; thence deflect 19° 59' 30" to the left and run 97.15 feet along said R.O.W. to a point, said point being the P.C. of a curve having a delta of 39° 58' and a radius of 137.5; thence deflect 30° 56' 00" to the right and run along said R.O.W. for a distance of 9.80 feet to a capped rebar found L S 8759; thence deflect 83° 35' 55" to the left and run 190.30 feet to a rebar found; thence deflect 84° 17' 09" to the left and run 192.48 feet to a crimped pipe found, said point being the Point of Beginning.

ORDINANCE NUMBER 2524

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 Lila P. Williams dated June 2, 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:

2429 Dolly Ridge Road
Lot 36, Rocky Ridge Estates
Lila P. Williams

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 11th day of August, 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 # 2524 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 11th day of August, 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 4617

**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 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 11th day of August, 2014; and

WHEREAS, it would be in 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 13th day of August, 2014.

2. That on the 24th day of November, 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 4617 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:

3633 Dabney Drive
Lot 37, Altadena Forest Estates, 2nd Sector
William Jenkins, Owner(s)

APPROVED and ADOPTED this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 3633 Dabney DRIVE

Owners: William H. Jenkins

Date: 6-25-14

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 \$237,200. 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 6 Number in city 5
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: 3633 Dsbney Drive

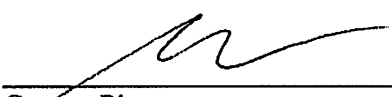
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

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: minor concern. Drainsp pipe under driveway is clogged and does not function. Needs to be corrected.

11. Information on children: Number in family 3; Plan to enroll in VH schools Yes No _____ Comments: 1 child will enroll in VH school.

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 32 4 008 009.000 [111-C0] Baths: 3.0 H/C Sqft: 2,158
OWNER: JENKINS WILLIAM H 18-034.0 Bed Rooms: 4 Land Sch: L1
ADDRESS: 2643 BUTTEWOODS DR BIRMINGHAM AL 35242-4447 Land: 96,200 Imp: 141,000 Total: 237,200
LOCATION: 3633 DABNEY DR BHAM AL 35243 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: 2	OVER 65 CODE:	LAND VALUE 10%	\$0
EXEMPT CODE:	DISABILITY CODE:	LAND VALUE 20%	\$96,230
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	TOTAL MILLAGE: 50.1	BLDG 001 111	\$141,000
CLASS USE:		<u>CLASS 3</u>	
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$237,200]:	\$237,230
PREV YEAR VALUE:	\$237,200.00 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	\$47,440	\$308.36	\$0	\$0.00	\$308.36
COUNTY	2	2	\$47,440	\$640.44	\$0	\$0.00	\$640.44
SCHOOL	2	2	\$47,440	\$389.01	\$0	\$0.00	\$389.01
DIST SCHOOL	2	2	\$47,440	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$47,440	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$47,440	\$241.94	\$0	\$0.00	\$241.94
SPC SCHOOL2	2	2	\$47,440	\$796.99	\$0	\$0.00	\$796.99

TOTAL FEE & INTEREST: (Detail) \$15.00

ASSD. VALUE: \$47,440.00

\$2,376.74

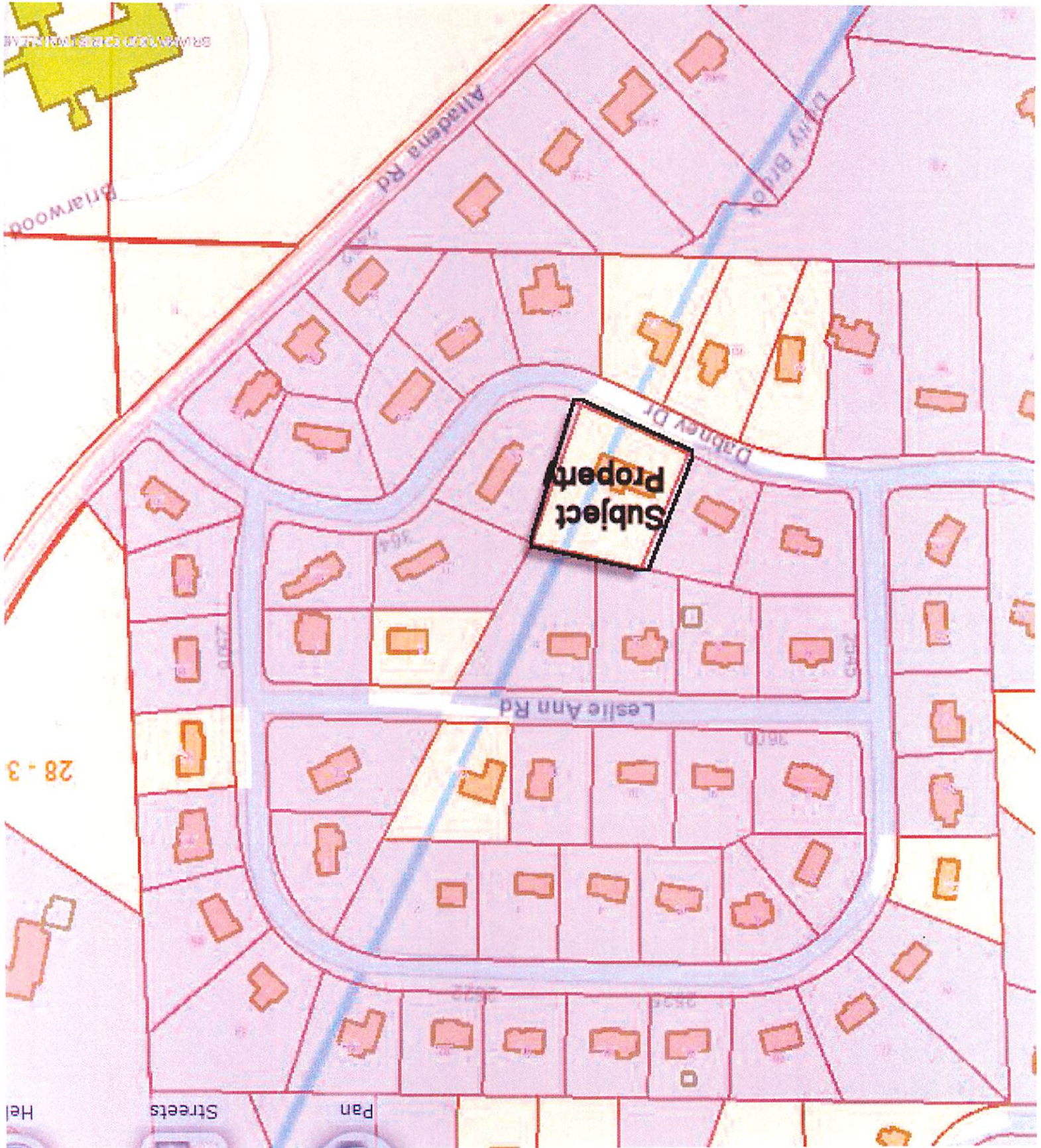
GRAND TOTAL: \$2,391.74

FULLY PAID

DEEDS

INSTRUMENT NUMBER
[6876-440](#)

DATE	PAYMENT INFO	AMOUNT
DATE	PAY DATE TAX YEAR PAID BY	
05/11/1963		
	1/2/2014 2013 MR. OR MRS. WILLIAM H. JENKINS PH. 205-822-5006	\$2,391.74
	12/14/2012 2012 JENKINS WILLIAM H	\$2,391.74
	20111231 2011 ***	\$2,418.80
	20110505 2010 ***	\$952.00
	20091214 2009 ***	\$876.80
	20081231 2008 ***	\$894.24
	20071212 2007 ***	\$1,047.27
	20061222 2006 ***	\$780.01
	20051017 2005 ***	\$770.85
	20041221 2004 ***	\$725.50
	20031222 2003 ***	\$800.53
	20021114 2002 ***	\$692.40
	20001219 2000 ***	\$501.40



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 2/27/2014

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.

Sarah Macon (daughter)
(205) 515-5217 cell

EXHIBIT "A"

LOT: 31 _____

BLOCK: _____

SURVEY: Altadema Forest Estates 2nd Sector _____

RECORDED IN MAP BOOK 64 _____, PAGE 41 _____ 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>W.H. Jenkins</u>	Lot <u>37</u>	Block _____	Survey <u>Altadena Forest Estates</u>
_____	Lot _____	Block _____	Survey <u>2nd Sector</u>
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

W.H. Jenkins II 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.

W.H. Jenkins
Signature of Certifier

Subscribed and sworn before me this the 27 day of February, 2014.

Sarah Macon
Notary Public

My commission expires: _____

Sarah Macon MY COMMISSION EXPIRES <u>9-13-2015</u>



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): William Henry Jenkins (see attached letter)

Address: 3033 Dabney 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.	<u>Scarlet Macon</u>	<u>3</u>		<u>X</u>	
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 8/2015

ORDINANCE NUMBER 2525

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 William Jenkins dated February 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:

3633 Dabney Drive
Lot 37, Altadena Forest Estates, 2nd Sector
William Jenkins

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 11th day of August, 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 # 2525 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 11th day of August, 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 4620

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell and/or dispose of the above-referenced surplus personal property in order to obtain the best resale value of said vehicles; and
2. This Resolution Number 4620 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

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

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Jim St. John, Fire Chief
DATE: August 6, 2014
RE: Surplus vehicles

The Fire Department has placed into service a new pumper and a new ladder truck. I recommend that the 1995 Pierce Dash Pumper, VIN 4PICT02DXSA000452 with City of Vestavia Hills property tag # 16021, and the 1990 Pierce Aerial Ladder Truck, VIN 4P1CA02H5LA000353 with City of Vestavia Hills property tag # 16010 be sold as surplus. I also recommend that the City Council authorize you to sell and/or dispose of the above-referenced property in order to obtain the best resale value of said vehicles.

RESOLUTION NUMBER 4621

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT FOR LANDSCAPE PERMIT (MB-05) AND PERMIT TO CONSTRUCT A TURNOUT (BM-111-B) WITH ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) FOR RIGHT-OF-WAY IMPROVEMENTS ON HIGHWAY 31 ADJACENT TO THE PROPOSED CITY HALL SITE

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

1. The Mayor and City Manager are hereby authorized to execute the following agreements (MB-05 and BM-111-B) with the Alabama Department of Transportation (“ALDOT”) for right-of-way improvements adjacent to the proposed new City Hall site on Highway 31; and
2. A copy of said agreement MB-05 is marked as “Exhibit A” and is attached and incorporated into this Resolution Number 4621 as though written fully therein; and
3. A copy of said agreement BM-111-B is marked as “Exhibit B” and is attached and incorporated into this Resolution Number 4621 as though written fully therein; and
4. This Resolution Number 4621 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY**

County Jefferson Permit Number _____
MilePost +/- 268.4 Route Number 0003

THIS AGREEMENT is entered into this the 25th day of July, 2014, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and City of Vestavia Hills, hereinafter referred to as the APPLICANT.

WITNESSETH

Whereas, the APPLICANT proposes to grade and/or landscape STATE Right of Way located and described as follows: Closure of existing southernmost access drive to the Red Lobster property. Includes removal of existing asphalt paving and curb & gutter, modifying an existing curb inlet to a storm manhole, and regrading and grassing demolished areas.
Also includes erosion control measures to prevent pollutants from leaving the site and entering into the existing storm drainage system and receiving waters.

Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

2. All work shall be subject to the inspection and approval of the STATE and located as shown on the approved plans previously submitted to the STATE which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

4. The STATE does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be topsoiled, and re-vegetated by the APPLICANT in accordance with standard specifications of the STATE.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act and The Alabama Environmental Management Act are hereby made a part hereof by reference.

The APPLICANT will provide proof of applicable Permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. In the event that Permit criteria are not met or a Permit is not required, the APPLICANT will submit a Best Management Plan (BMP) designed to manage and minimize the discharge of regulated pollutants into the environment.

9. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in the Alabama Department of Transportation.

10. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

11. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of the STATE.

12. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the work applied for by APPLICANT.

13. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ _____ to guarantee the faithful performance of this permit contract in its entirety. To ensure the accomplished work and highway work area is maintained in a condition satisfactory to the Department, the bond shall be in effect and held for one year after the acceptance date specified in item 12. If at that time the terms of the permit have not been fulfilled, the proceeds of the bond will be applied to fulfill the terms of the permit contract; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be returned to the applicant.

14. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

15. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

16. All work to be performed by the APPLICANT under this Agreement shall be completed within one year from the date of the Agreement, unless additional time for completion is granted in writing to the APPLICANT by the STATE.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized.

City of Vestavia Hills

Legal Name of Applicant

WITNESS:

By: _____
Signature and Title

Alberto C. Zaragoza, Jr.	//	Jeff Downes
Mayor	//	City Manager

Typed or Printed Name

513 Montgomery Highway

Address

Vestavia Hills, Alabama 35216

205.978.0100

Telephone Number

RECOMMENDED FOR APPROVAL:

District Manager & Date

Region / Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS
TRANSPORTATION DIRECTOR

By: _____
Maintenance / Region / Division Engineer

Date: _____

**ALABAMA DEPARTMENT OF TRANSPORTATION
 PERMIT TO CONSTRUCT A TURNOUT
 TO PROVIDE ACCESS TO A STATE HIGHWAY**

This form to be used for commercial entrances and for private entrances where the APPLICANT constructs the turnout.

Permit No. _____
 Region/Division 3rd Division
 District _____
 Route No. 0003
 Milepost +/- 268.4

Name of APPLICANT City of Vestavia Hills

Address 513 Montgomery Hwy. Vestavia Hills. AL 35216

Description of Work Repermit of existing driveway turnout for change of use from retail building and restaurant to new City Hall & Municipal building. Work includes restriping entrance drive

The APPLICANT hereby requests permission of the Alabama Department of Transportation to permit APPLICANT to construct a turnout to the highway above noted and agrees with the Alabama Department of Transportation that upon approval of this request by the Alabama Department of Transportation, the permission for the applicant to construct, maintain and/or use such turnout shall be subject at all times to revocation by the Department of Transportation, and the permission to construct, maintain and/or use the turnout by the APPLICANT, shall be especially subject to the following terms and conditions as respectively applicable, and that such permission will be revoked or denied by the Alabama Department of Transportation at any time the APPLICANT fails to comply with any such term or condition hereinafter stated:

1. The turnout shall be in compliance with applicable provisions of Chapter 4 of the Alabama Department of Transportation Maintenance Manual, Alabama Department of Transportation current highway design standards, and with the drawing(s) attached hereto. (Information is available from any Alabama Department of Transportation District Manager to assist APPLICANT in this regard).

2. The access turnout will be constructed in such a manner that no damage will be occasioned to the state highway, and no hazard to the traveling public will be created.

3. The APPLICANT is not granted any right, claim, or control over any part of the highway right-of-way. The APPLICANT is not permitted to use the access turnout or adjacent highway right-of-way for any purpose other than for highway access and for maintenance of the access turnout. All structures, including gas pumps, tanks, sheds, signs, etc., must be placed beyond the R.O.W. and in no way encroach thereon.

Form BM-111-B
Revised November 2013

Page 2 of 4

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), (latest edition), for both installation and maintenance of permitted facilities.

5. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

6. The APPLICANT will maintain, and keep in satisfactory condition, at the sole cost and expense of the APPLICANT, any drainage structure(s) that may be necessary in connection with this turnout and keep same cleaned at all times.

7. If it becomes necessary to remove and/or reconstruct this access turnout, the Alabama Department of Transportation or its Contractors have the right to remove and/or reconstruct said turnout without any payment whatsoever to the APPLICANT.

8. The APPLICANT will not make additions to or otherwise modify the access turnout after its completion without obtaining a new permit from the Alabama Department of Transportation. This stipulation applies to the turnout itself and adjacent highway right-of-way.

9. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from the acceptance by the Department of the work applied for by APPLICANT.

10. The APPLICANT will file with the Alabama Department of Transportation an acceptable certified check or bond in the penal amount of \$_____ to guarantee the faithful performance of this permit in its entirety. To ensure the accomplished work and highway work area is maintained in a condition satisfactory to the Department, the bond shall be in effect and held for one year after the acceptance date specified in item 9. If at that time the terms of the permit have not been fulfilled, the proceeds of the bond will be applied to fulfill the terms of the permit contract; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be returned to the applicant.

11. During construction of this turnout, traffic control devices shall be used in accordance with the national Manual on Uniform Traffic Control Devices.

12. Nothing in this permit shall be construed to permit violation of the denial of access as indicated on the Alabama Department of Transportation's right-of-way maps relating to the highway in the work area provided for hereinafter, which maps are of record within the Alabama Department of Transportation.

13. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

14. Under all conditions, a slope of not less than 1/2" per ft. will be maintained from shoulder line to a point in line with typical ditch section on both sides of turnout. The slope from this point to R.O.W. limits may vary according to section desired by property owner.

15. In no case shall post development drainage from beyond the R.O.W. Limits, directed toward the roadway, be greater than the pre-construction runoff.

16. This permit terminates one year from its date and all construction, work and activity provided for must be completed within such one year period. Once work is begun on the turnout, the APPLICANT shall pursue the work continuously and diligently until completion.

17. The decision of the Alabama Department of Transportation will be final on any question that may arise hereunder and concerning any work performed or to be performed pursuant hereto.

18. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

19. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

20. If, while the access is owned by the Applicant, the operation of the permitted intersection deteriorates below reasonable levels of service or becomes a safety issue for the users of the accessed state route, ALDOT reserves the right to reevaluate this access by way of a traffic study. Should the traffic study recommend limiting or modifying certain traffic movements, appropriate measures will be taken to increase the level of service and/or improve the safe operations of the access. All improvements made to the permitted access as a result of the traffic study will be paid for by the Applicant and will be covered under a separate permit.

RESOLUTION NUMBER 4623

**A RESOLUTION FOR APPROVAL OF THE FINAL 10%
OF THE BUDGET FOR THE CITY OF VESTAVIA HILLS,
ALABAMA FOR THE FISCAL YEAR 2013-2014**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, at its regular meeting of September 9, 2014, adopted and approved Resolution Number 4623 to adopt 90% of a General Fund budget, 90% of a Special Revenue Fund budget and 90% of a Capital Project Fund budget for the fiscal year 2013-2014; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of aforesaid budgets for the fiscal year 2013-2014.

Total Budget Recap

	General Funds	Special Funds	Capital Projects Funds
Total Budget Approved	\$ 33,046,147.00	\$ 2,434,495.00	\$ 933,417
Less 90% approved in Res. 4308 & 4233	\$ 29,741,532.00	\$ 2,191,046.00	\$ 840,075
Final 10% to be approved	\$ 3,304,615.00	\$ 243,449.00	\$ 93,342

BE IT RESOLVED, by the City Council of the City of Vestavia Hills, Alabama, that the final portion of the annual budget amounting to \$3,304,615.00 (general funds), \$243,449 (special funds) and \$93,342 (capital projects funds) for the fiscal year 2013-2014 is hereby adopted.

APPROVED and ADOPTED this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4496

**A RESOLUTION APPROVING AND ADOPTING
THE GENERAL FUND BUDGET, A SPECIAL
REVENUE FUND BUDGET AND A CAPITAL
PROJECT FUND BUDGET FOR THE CITY OF
VESTAVIA HILLS FOR THE PERIOD BEGINNING
OCTOBER 1, 2013 UNTIL SEPTEMBER 30, 2014.**

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$33,046,147 including transfers out, to be effective for the period beginning October 1, 2013, through September 30, 2014; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$2,434,495 including transfers from the General Fund, to be effective for the period beginning October 1, 2013, through September 30, 2014; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$933,417 to be effective for the period beginning October 1, 2013, through September 30, 2014.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or

refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$29,741,532, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2013-2014 upon the terms conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$2,191,046, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2013-2014 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$840,075, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2013-2014 upon the terms, conditions and provisions set forth below.

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$29,741,532, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$33,046,147 multiplied by 90% equals
\$29,741,532; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$2,191,046 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$2,434,495 multiplied by 90% equals
\$2,191,046; and

3. The "capital projects fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$840,075 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

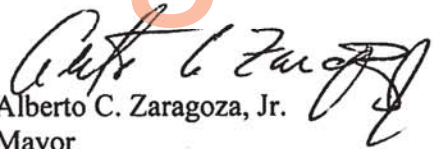
\$933,417 multiplied by 90% equals
\$840,075; and

3. The City Manager is hereby authorized to expend the sum of \$29,741,532 from the General Fund, \$2,191,046 from the Special Revenue Fund and \$840,075 from the Capital Projects Fund for municipal expenses for the period beginning October 1, 2013, and ending September 30, 2014.


4. A copy of the budgets is attached hereto, marked as Exhibit "A" and incorporated into this Resolution by reference as though set out fully herein.

5. This Resolution shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 9th day of September, 2013.


Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:


Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
 ANNUAL BUDGET
 SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2014

	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>TOTAL</u>
REVENUE:				
STATE REVENUE	138,352			138,352
COUNTY REVENUE	13,803,685			13,803,685
CITY REVENUE	18,707,760			18,707,760
PARKS & RECREATION	396,350			396,350
4 CENT GASOLINE TAX		156,600		156,600
5 CENT GASOLINE TAX		76,020		76,020
7 CENT GASOLINE TAX		887,000		887,000
E-911 FUNDS		731,860		731,860
COURT & CORRECTIONS		319,340		319,340
LIBRARY STATE AID		18,010		18,010
LIBRARY BOOKS & DONATIONS		396,200		396,200

TOTAL REVENUE \$33,046,147 \$2,585,030 \$0 \$35,631,177

Exhibit:
2013-2014
Approved
Budget

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2014**

	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>TOTAL</u>
EXPENDITURES:				
NON DEPARTMENTAL	6,335,716			6,335,716
CITY COUNCIL	68,201			68,201
MAYOR & ADMINISTRATION	1,070,486		6,319	1,076,805
CITY CLERK	314,487			314,487
MUNICIPAL COMPLEX	250,003			250,003
INFORMATION SERVICES / TECHNOLOGY	498,856		175,000	673,856
POLICE	6,942,112		219,170	7,161,282
FIRE	8,795,489		419,464	9,214,953
BUILDING SAFETY & INSPECTIONS	383,232			383,232
ENGINEERING	235,556			235,556
PUBLIC WORKS	3,028,992			3,028,992
CITY GARAGE	303,885			303,885
PUBLIC LIBRARY	1,739,817		6,319	1,746,136
PARKS & RECREATION	2,396,758		107,145	2,503,903
4 CENT GASOLINE TAX		156,600		156,600
5 CENT GASOLINE TAX		76,020		76,020
7 CENT GASOLINE TAX		913,683		913,683
E-911 FUNDS		617,354		617,354
COURT & CORRECTIONS		256,628		256,628
LIBRARY STATE AID		18,010		18,010
LIBRARY BOOKS & DONATIONS		396,200		396,200
SUB-TOTAL EXPENDITURES	\$32,363,590	\$2,434,495	\$933,417	\$35,731,502
TRANSFER-OUT:				
Special Funds (from General Fund)	47,352			47,352
Capital Reserve Fund (from GF - Sales Tax %)	635,205			635,205
TOTAL - TRANSFER-OUT	682,557			682,557
TOTAL EXPENDITURES	\$33,046,147	\$2,434,495	\$933,417	\$36,414,059

Exhibit
2013-2014
Approved
Budget

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2014**

<u>OTHER REVENUE SOURCES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>TOTAL</u>
TRANSFER-IN:				
Special Funds (from General Fund)		47,352		47,352
Capital Items (use of projected 2014 Capital Reserve Funds)			635,205	635,205
TOTAL - OTHER REVENUE SOURCES				\$682,557
USE OF RESERVES / FUND BALANCE			298,212	\$298,212
REVENUE OVER / (UNDER) EXPENDITURES	\$0	\$197,887	\$0	\$197,887

Exhibit:
2013-2014
Approved
Budget

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "GENERAL FUND" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2014**

REVENUE:	
STATE REVENUE	138,352
COUNTY REVENUE	13,803,685
CITY REVENUE	18,707,760
PARKS & RECREATION	<u>396,350</u>
TOTAL REVENUE	\$33,046,147
EXPENDITURES BY DEPARTMENT:	
NON DEPARTMENTAL	6,335,716
CITY COUNCIL	68,201
MAYOR & ADMINISTRATION	1,070,486
CITY CLERK	314,487
MUNICIPAL COMPLEX	250,003
INFORMATION SERVICES / TECHNOLOGY	498,856
POLICE	6,942,112
FIRE	8,795,489
BUILDING SAFETY & INSPECTIONS	383,232
ENGINEERING	235,556
PUBLIC WORKS	3,028,992
CITY GARAGE	303,885
PUBLIC LIBRARY	1,739,817
PARKS & RECREATION	2,396,758
SUB-TOTAL EXPENDITURES	\$32,363,590
TRANSFER-OUT:	
Special Funds (from General Fund)	47,352
Capital Reserve Fund (from GF - Sales Tax %)	635,205
TOTAL - TRANSFER-OUT	\$682,557
TOTAL - EXPENDITURES	\$33,046,147
REVENUE OVER / (UNDER) EXPENDITURES	\$0

Exhibit:
2013-2014
Approved
Budget

CITY OF VESTAVIA HILLS
 ANNUAL BUDGET
 SUMMARY OF "SPECIAL FUNDS" REVENUE & EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2014

Exhibit:
 2013-2014
 Approved
 Budget

<u>EXPENDITURES:</u>	
4 CENT GASOLINE TAX	156,600
5 CENT GASOLINE TAX	76,020
7 CENT GASOLINE TAX	913,683
E-911 FUNDS	617,354
COURT & CORRECTIONS	256,628
LIBRARY STATE AID	18,010
LIBRARY BOOKS & DONATIONS	<u>396,200</u>
TOTAL EXPENDITURES	\$2,434,495
<u>OTHER REVENUE SOURCES:</u>	
TRANSFER-IN:	
Court & Corrections	<u>47,352</u>
TOTAL - OTHER REVENUE SOURCES	\$47,352
USE OF RESERVES / FUND BALANCE	\$0
REVENUES OVER / (UNDER) EXPENDITURES	\$197,887

CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "CAPITAL FUND" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2014

Exhibit:

TOTAL - CAPITAL REVENUE	\$0
EXPENDITURES:	
FINANCE / ADMINISTRATION	6,319
INFORMATION SERVICES	175,000
POLICE	219,170
FIRE	419,464
LIBRARY	6,319
PARKS & RECREATION	107,145
TOTAL EXPENDITURES	\$933,417

OTHER REVENUE SOURCES:	
TRANSFER-IN:	
General Fund (use of projected 2014 Capital Reserve Funds)	635,205
USE OF RESERVES / FUND BALANCE	298,212
REVENUES OVER / (UNDER) EXPENDITURES	\$0

2013-2014
Approved
Budget

RESOLUTION NUMBER 4622

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS TO EXPEDITE AND FACILITATE THE DEVELOPMENT OF PATCHWORK FARMS

WHEREAS, on April 28, 2014, the City Council adopted and approved Resolution Number 4580 to enter into a Master Development Agreement with Daniel Corporation for the development of the remainder of Patchwork Farms; and

WHEREAS, the City Manager and the Master Developer have determined certain surveys, services and documentations that need to be accomplished in order to facilitate the planned development including, but not limited to, geotechnical and environmental assessment, survey and storm water permitting, future site inspection and monitoring for stormwater permitting, master planning and rendering services and a title policy; and

WHEREAS, the City Manager has presented a proposal from Goodwyn Mills and Cawood dated July 31, 2014 which is a proposal for master planning and existing PUD revisions required for the overall Patchwork Farm property in an amount not to exceed \$24,000 (with funding approved in Resolution Number 4580 as \$15,000 to be paid by the City and \$9,000 to be paid by the City and reimbursed by the Master Developer). A copy of said proposal is marked as Exhibit A, attached to and incorporated into this Resolution Number 4622 as though written fully therein; and

WHEREAS, the City Manager has presented a proposal from Goodwyn Mills and Cawood dated July 31, 2014 which is a proposal to perform boundary and topographic surveys and future site inspection and monitoring for storm water at a cost estimated at \$28,300. A copy of said proposal is marked as Exhibit B, attached to and incorporated into this Resolution Number 4622 as though written fully therein; and

WHEREAS, the City Manager has presented a proposal from Terracon for Phase I Environmental Site Assessment in an amount estimated at \$20,610. A copy of said proposal is marked as Exhibit C, attached to and incorporated into this Resolution Number 4622 as though written fully therein; and

WHEREAS, the City Manager has identified certain incidental permits, documents, etc., required in order to proceed with the development including, but not limited to an ADEM permit fee estimated at \$1,155 and a land title policy estimated at \$8,500; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to expedite and facilitate the development of Patchwork Farms as recommended by the City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL, AS FOLLOWS:

1. The City Manager is hereby authorized to execute the agreement detailed in Exhibit A with Goodwyn Mills and Cawood in an amount not to exceed \$24,000 (funding approved in Resolution Number 4580); and
2. The City Manager is hereby authorized to execute the agreement detailed in Exhibit B with Goodwyn Mills and Cawood in an amount not to exceed \$28,300 (funding approved by this Resolution Number 4622); and
3. The City Manager is hereby authorized to execute and deliver the agreement detailed in Exhibit C with Terracon (funding approved by this Resolution Number 4622); and
4. The City Manager is hereby authorized to secure said ADEM permit at an estimated cost of \$1,155 and a land title policy at an estimated cost of \$8,500; and
5. This Resolution Number 4622 is effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of August, 2014.

Alberto C. Zaragoza, Mayor
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Jeff Downes
Sent: Wednesday, August 06, 2014 11:16 AM
To: Butch Zaragoza; gpierce@abc-alabama.org; Jim Sharp; 'John Henley'; Steve Ammons
Cc: Rebecca Leavings; Patrick Boone; 'Neil, Doug'
Subject: Patchwork Farms Infrastructure and Due Diligence Work
Attachments: PWF Due Diligence Summary.pdf; GMC Proposal PWF.pdf; GMC Proposal PWF_Survey and Stormwater.pdf; Terracon Phi Proposal 22 acre PWF.pdf

Good morning.

Attached you will find documents relative to work that the City must fund and expedite to facilitate the movement of Northport Holdings, the sale of property to Cameron General Contractors/Resort Lifestyle Communities and accomplish the necessary entitlement work to ensure the overall development of the Patchwork Farms area. While most, if not all, of the expenses associated with the infrastructure work are anticipated as a part of our projected \$1.5mm work to mass grade and provide utilities and road access to the newly planned parcels on the school board site, we must act now to meet our deadlines and construction schedule.

I am placing an item on Monday's Council agenda to approve and authorize funding for the following work:

Terracon (Geo Technical and Environmental Assessment): \$ 20,610.00*
GMC (Survey and Storm Water Permitting): \$ 13,900.00*
GMC (Future Site Inspection and Monitoring for Storm water Permit): \$14,400.00**
GMC (Master Planning and Rendering Services): \$24,000.00***
Title Policy : \$8,500*

* Immediate Cash Required (Total =\$ 43,010.00)

**Future Expense (Authorization Requested at this time Total = \$14,400.00)

***Anticipated Expense included in previously approved Master Development Agreement with Daniel Corp(Total = \$24,000.00)

Future Work is anticipated and quantified on the attached due diligence summary; however, approval and authorization is not sought at this time. Furthermore, draft agreements are being reviewed by Northport for the exchange of property and by Cameron GC for the sale of property. Both might be ready for your vote on Monday as well.

By copy of this email, I am asking that Mr. Boone review the applicable agreements prior to the Council meeting on Monday, and Becky to place the matters as unanimous consent items to allow our timely action.

Thanks for your attention to this matter. Please let me know if you have any questions. I know this is a lot to absorb. I am ready to explain the details as you require.

Jeff Downes
City Manager
City of Vestavia Hills, AL
513 Montgomery Highway
Vestavia Hills, AL 35216
205-978-0195
jdownes@vhal.org

Patchwork Farms

Anticipated Due Diligence Expenses (BOE Site-Northport)

Boundary & Topographical Survey \$ 9,800.00

NPDES Permitting

Erosion & Sediment Control Plan \$ 2,000.00

Notice of Intent w/CBMPPP \$ 1,750.00

Site Inspections & Monitoring (36) \$ 14,400.00

Notice of Termination \$ 350.00

ADEM Fee \$ 1,155.00

Phase I Environmental Survey \$ 2,400.00

Geotechnical Survey \$ 18,200.00

Title Policy \$ 8,500.00

Estimated Total \$ 58,555.00

Master Planning \$ 15,000.00

Illustrative Drawings \$ 9,000.00

Civil Engineering

Mass Grading & Overall Storm Water \$ 22,000.00

NHS Pad Certification \$ 1,800.00

RLC Pad Certification \$ 1,800.00

BOE Site Infrastructure Design \$ 72,700.00

Healthy Way Extension \$ 10,500.00

Estimated Total \$ 132,800.00

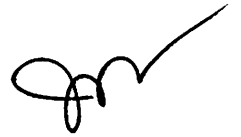
Legal TBD

Amendment 772 TBD

Micellaneous TBD

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295



August 7, 2014

By Hand Delivery

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Due Diligence Work at Patchwork Farm Property

Dear Mr. Downes:

On August 6, 2014, you furnished me via electronic mail with copies of the following proposals relative to due diligence work that the City must fund and expedite to facilitate the movement of Northport Holdings, the sale of property to Cameron General Contractors/Resort Lifestyle Communities and accomplish the necessary entitlement work to ensure the overall development of the Patchwork Farms area:

- | | | |
|----|--|-------------|
| 1. | Terracon for Geotechnical Engineering Services and Environmental Assessment. | \$20,610.00 |
| 2. | Goodwyn Mills and Cawood for Survey and Storm Water Permitting. | \$13,900.00 |
| 3. | Goodwyn Mills and Cawood for Future Site Inspection and Monitoring for Storm Water Permit. | \$14,400.00 |
| 4. | Goodwyn Mills and Cawood for Master Planning and Rendering Services. | \$24,000.00 |
| 5. | Title Policy.
<i>(I received no enclosure for this)</i> | \$ 8,500.00 |

You have requested that City Clerk Rebecca Leavings place resolutions approving and authorizing acceptance of the above proposals on the August 11, 2014 City Council Agenda by unanimous vote for immediate consideration in accordance with Title 11-45-2(b), *Code of Alabama, 1975*. You have requested that I review these proposals and provide you with my written legal opinion prior to next Monday night's meeting. The purpose of this letter is to comply with your request.

I. FACTS

A. **CITY PURCHASE OF PATCHWORK FARM PROPERTY:** The City of Vestavia Hills, Alabama (“City”) purchased the Thuss Farm property (“Patchwork Farm property”) on February 9, 2007 by virtue of the following Deeds, which were filed in the office of the Judge of Probate of Jefferson County, Alabama on February 9, 2007:

1. Statutory Warranty Deed from Patricia H. Blinn, formerly known as Patricia H. Thuss, and her husband, George Blinn, to the City of Vestavia Hills, Alabama, which was filed in the office of the Judge of Probate of Jefferson County, Alabama on February 9, 2007 and recorded at Instrument 20070209000233360 in Bk: LR200703 Pg. 4181.

2. Statutory Warranty Deed from Patchwork Properties, Ltd. to the City of Vestavia Hills, Alabama, which was filed in the office of the Judge of Probate of Jefferson County, Alabama on February 9, 2007 and recorded at Instrument 20070209000233370 in Bk: LR200703 Pg. 4185.

3. Statutory Warranty Deed from Patricia H. Blinn (f/k/a Patricia H. Thuss), as Trustee under the Marital Trust according to the Last Will and Testament of Chauncey B. Thuss dated October 21, 1988 to the City of Vestavia Hills, Alabama, which was filed in the office of the Judge of Probate of Jefferson County, Alabama on February 9, 2007 and recorded at Instrument 20070209000233380 in Bk: LR200703 Pg. 4189.

4. Statutory Warranty Deed from Patricia H. Blinn (f/k/a Patricia H. Thuss), as Trustee under the Family Trust according to the Last Will and Testament of Chauncey B. Thuss dated October 21, 1988 to the City of Vestavia Hills, Alabama, which was filed in the office of the Judge of Probate of Jefferson County, Alabama on February 9, 2007 and recorded at Instrument 20070209000233390 in Bk: LR200703 Pg. 4195.

5. Quitclaim Deed from Patricia H. Blinn, formerly known as Patricia H. Thuss, George Blinn, her husband, Patricia H. Blinn as Trustee under the Marital Trust and Family Trust, respectively, according to the Last Will and Testament of Chauncey B. Thuss, and Patchwork Properties, Ltd., through its duly authorized General Partner, Patricia H. Blinn, to the City of Vestavia Hills, Alabama, which was filed in the office of the Judge of Probate of Jefferson County, Alabama on February 9, 2007 and recorded at Instrument 20070209000233400 in Bk: LR200703 Pg. 4201; and rerecorded on February 14, 2007 at Instrument 20070214000252270 in Bk: LR200703 Pg. 9332.

B. **SALE OF A PORTION OF PATCHWORK FARM PROPERTY TO VESTAVIA HILLS BOARD OF EDUCATION:** On January 7, 2009, the City sold approximately 22.18± acres of the Patchwork Farm property (“Board parcel”) to the Board of Education of the City of Vestavia Hills (“Board”) by virtue of that certain Deed filed in the office of the Judge of Probate of Jefferson County, Alabama on January 7, 2009 and recorded Book LR200901, Page 3828.

C. SALE OF A PORTION OF PATCHWORK FARM PROPERTY TO NORTHPORT HOLDING, LLC: On November 9, 2012, the City sold approximately 7 acres of the Patchwork Farm property ("Northport parcel") to Northport Holding, LLC by virtue of that certain Deed filed in the office of the Judge of Probate of Jefferson County, Alabama on November 9, 2012 and recorded Book LR201219, Page 3763.

D. SALE AND PURCHASE AGREEMENT BETWEEN CITY AND BOARD: The Board has agreed to sell and the City has agreed to purchase the Board parcel described in section B above by virtue of that certain Agreement of Purchase and Sale, dated July 31, 2014.

E. LAND SWAP: The City and Northport have agreed to a land swap whereby Northport will convey the Northport parcel to the City and the City will convey the Board parcel to Northport, together with certain incentives.

F. SALE OF ADDITIONAL PROPERTY: The City contemplates selling additional property at Patchwork Farm to Cameron General Contractors/Resort Lifestyle Communities.

II. LEGAL OPINION

A. It is my legal opinion that none of the four contracts are subject to the Alabama Competitive Bid Law set forth in Title 41-16-51(a)(3), *Code of Alabama, 1975*, which reads in words and figures as follows:

“(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulations, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(3) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.

B. It is my legal opinion, which I have written and expressed many times, that municipalities in Alabama do not have the legal authority to expend public funds to indemnify third parties for wrongful acts committed by those third parties.

Section 7 in both of the Terracon agreements require the City to indemnify and hold harmless Terracon from any legal liability determined to be caused by the negligent acts of City employees. I do not have a problem from a legal standpoint recommending approval of that language. I base my opinion upon Title 11-47-190, *Code of Alabama, 1975*, which provides that municipalities are liable for the negligence of their employees engaged in work while acting in the line and scope of his or her duty. In addition, the City has general comprehensive liability

coverage. Terracon did work for the City on the site for the construction of the new municipal facility.

III. MY RECOMMENDATIONS

A. TITLE INSURANCE: Land Title Company of Alabama wrote Chicago Title Insurance Company policy number AL2123-46-8340W-06-2007.72106-73124550 when the City purchased the Patchwork Farm property and also Chicago Title Insurance Company policy number AL2123-46-7099A08-2009.72306-76961751 when the Board purchased 22.18± acres from the City in 2009. It is my understanding that Land Title Company of Alabama also had Chicago Title Insurance Company write the policy when Northport Holding, LLC purchased the 7 acres from the City in 2012.

Therefore, if the City decides to purchase title insurance, then in such event I recommend that Land Title Company of Alabama be used. That company has already done the work and the City will probably receive a more favorable price for the premium.

B. The City has conducted due diligence studies done prior to its purchase of the Patchwork Farm property in 2007. The Board also had due diligence reports prepared prior to the time it purchased the 22.18± in 2009. I recommend that the City obtain copies of those 2007 and 2009 due diligence reports as it prepares for the purchase, swap and sale described in section I above.

Please call me if you have any questions regarding any matter set forth in this legal opinion.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp



GOODWYN | MILLS | CAWOOD

July 31, 2014

Mr. Jeff Downes, City Manager
 City of Vestavia Hills
 513 Montgomery Hwy.
 Vestavia Hills, AL 35216

RE: Proposal for Master Planning Services Pursuant to Agreement
 b/n Daniel Corporation and the City of Vestavia Hills
Patchwork Farm – Vestavia Hills, Alabama

Dear Mr. Downes:

Goodwyn Mills and Cawood (GMC) appreciates the opportunity to submit a proposal for master planning, for the Patchwork Farm Development in Vestavia Hills. We have prepared this proposal for your review and comment, and we look forward to working with you throughout the duration of this project.

A> PROJECT SCOPE:

In accordance with previous conversations to date with the overall master developer, Daniel Corporation, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

The proposed scope of work includes participating in the master planning and existing PUD revisions required for the overall Patchwork Farm property and assistance in researching and providing information to assist in the financial modeling of the development and facilitation of the development. This scope of work also includes time spent to date on the planning efforts and other various tasks that may fall outside of the specifics of the described scope and terminates with the production of the deliverables outlined below.

Illustrative rendering services are also proposed should they be requested, which will include color renderings of the overall master plan and selected street views. The work will be performed by in-house GMC personnel and of an artistic quality suitable for display.

B> CONSULTANT SERVICES:

Master Planning Services

- PUD Zoning Revision. *Previously performed.*
 - Review and verification of PUD revisions, content, and markups as required
 - Production of exhibits for use in the PUD document
 - Exhibit B-1
 - Exhibit G-1
- Preliminary site work quantities and costs to be used for budgeting purposes for the development and for the NHS Negotiations. *In progress as of the date of this proposal.*
 - Preliminary quantities for site work items - 1

GOODWYN, MILLS AND CAWOOD, INC.

2701 1st Avenue South, Suite 100

Birmingham, AL 35233

Tel 205.879.4462 Fax 205.879.4493

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Proposal- Consultant Services
 Patchwork Farm – Vestavia Hills, Alabama

July 31, 2014
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- Preliminary site work construction costs and consultant fees – 1
- Master planning of remaining available acreages of the overall development

Illustrative Rendering Services

- Illustrative master plan and illustrative street view renderings of the overall development for use by the master developer. A conceptual site sketch to be provided by the overall master developer (Daniel Corp.) will be used as the basis for the remaining portion of the site and incorporated into the illustrative plan.
 - Illustrative site plan – 1
 - Illustrative street views – 4

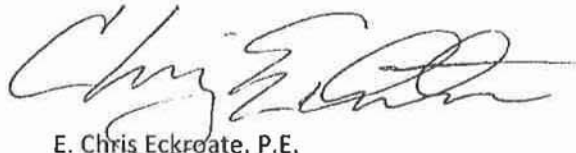
C> COMPENSATION:

	FEE CALCULATION	UNIT COST	FEE	TYPE
CONSULTANT SERVICES:	Master Planning Services		= \$15,000.00	Budget
	Illustrative Rendering Services			
	Illustrative site plan (1x)	\$3,000.00 EA	= \$3,000.00	LS
	Illustrative street views (4x)	\$1,500.00 EA	= \$6,000.00	Allow

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.

Accepted By:
City of Vestavia Hills



E. Chris Eckroate, P.E.
 Director of Civil Engineering
 Birmingham Division

Date: _____



Mr. Jeff Downes, City Manager
 City of Vestavia Hills
 513 Montgomery Hwy.
 Vestavia Hills, AL 35216

RE: Proposal for Consultant Services Pursuant to Agreement
 b/n Daniel Corporation and the City of Vestavia Hills
Patchwork Farm – Vestavia Hills, Alabama

Dear Mr. Downes:

Goodwyn Mills and Cawood (GMC) appreciates the opportunity to submit a proposal for land surveying and storm water permitting services for the Patchwork Farm Development in Vestavia Hills. We have prepared this proposal for your review and comment, and we look forward to working with you throughout the duration of this project.

A> PROJECT SCOPE:

In accordance with previous conversations to date with the overall master developer, Daniel Corporation, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

The land surveying scope of work includes a boundary and topographic survey of the 22 ac. parcel currently owned by the Vestavia Hills board of education and the production of a final plat of this property for subdivision purposes. The survey will be performed according to Alabama Minimum Technical Standards. The final plat will be marshalled through the city subdivision process.

Storm water permitting services will include the production of an overall erosion and sediment control plan for the property to be incorporated into a future mass grading package. The work will also include obtaining a NPDES construction storm water permit through ADEM and the on-going maintenance of this permit.

B> CONSULTANT SERVICES:

Land Surveying

- Surveying will be performed according to Minimum Technical Standards of Practice.
- Topographic Survey
 - 1' Contour Interval
 - Limits of work: 22 ac.+/- parcel and 25'+/- beyond property lines
 - Utilities will be shown as determined by location of visible marks on the ground provided by line locators or observable above ground features
- Boundary Survey
 - Locate property corners or set corners not found
- Control (horizontal and vertical) to be U.S. State Plane Coordinate System

GOODWYN, MILLS AND CAWOOD, INC.

2701 1st Avenue South, Suite 100

Birmingham, AL 35233

Tel 205.879.4462 Fax 205.879.4493

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Proposal- Consultant Services
 Patchwork Farm – Vestavia Hills, Alabama

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Storm Water Permitting Services

- NPDES Permitting
 - Overall erosion and sediment control plan
 - Notice of Intent (NOI)
 - Periodic site inspections w/ turbidity monitoring and sampling (once monthly at a minimum and after 0.75"+ rainfall)
 - Notice of termination (NOT)

C> COMPENSATION:

	FEE CALCULATION	UNIT COST	FEE	TYPE
CONSULTANT SERVICES:	Land Surveying Boundary and Topographic Survey		= \$9,800.00	LS
	Storm Water Permitting Services Erosion & Sediment Control Plan		= \$2,000.00	LS
	Notice of Intent w/ CBMPPP		= \$1,750.00	LS
	Periodic Site Insp. w/ Monitoring (36x)	\$400.00 EA	= \$14,400.00	Allow
	Notice of Termination		= \$350.00	LS

CLARIFICATIONS

- ALTA/ACSM land title surveying services are excluded at this time. Should those services be required in order to supplement the boundary survey proposed above, we will be happy to propose at that time.
- A fee payable to ADEM will be required for this project in the amount of **\$1,155**. The Client should be mindful that this fee is valid as of the date of this proposal and could change without notice. GMC will alert the Client should this occur.
- This proposal excludes all consultant and ADEM fees that may be required in order to transfer or modify all or a portion of the overall NPDES permit to another entity, property owner, or contractor so that they may implement construction improvements under the overall NPDES permit that is being obtained as part of this scope of work.

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined lump sum. Updated annually in July.
- Design Consultants: 1.2 times the invoice amount submitted to the Engineer
- Renderings and Models: Professional renderings or models requested by the Owner.

Proposal- Consultant Services
Patchwork Farm – Vestavia Hills, Alabama

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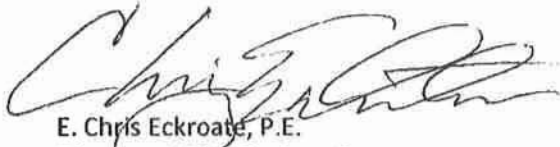
LIABILITY INSURANCE:

Goodwyn Mills & Cawood Inc. maintains Workmen’s compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate is available upon request.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.

Accepted By:
City of Vestavia Hills



E. Chris Eckroate, P.E.
Director of Civil Engineering
Birmingham Division

Date: _____



June 11, 2014

Mr. Jeff Downes
City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills, AL 35216

Telephone: 205-978-0195
Facsimile:
E-mail: jdownes@vhal.org

RE: Proposal for Phase I Environmental Site Assessment
22-Acre VBOE Property
Caldwell Mill Road
Vestavia Hills, AL
Terracon Proposal No. PE1140465

Dear Mr. Downes:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to City of Vestavia Hills, Alabama (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced site.

1.0 PROJECT INFORMATION

We understand the site consists of approximately 22 acres of undeveloped pasture. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1. Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. If modifications to the scope of services are required, please contact us to discuss proposal revisions.



Terracon Consultants, Inc. 110 12th St. North Birmingham, AL 35203
P 205-942-1289 F 205-443-5302 terracon.com

Environmental



Facilities



Geotechnical



Materials

Proposal for Phase I Environmental Site Assessment
City of Vestavia Hills, Alabama ■ Vestavia Hills, AL
June 11, 2014 ■ Terracon Proposal No. PE1140465



Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15 year intervals)
- City directories (approximate 5 year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Site title search information, if provided by client
- Environmental liens, if provided by client
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the client

Pursuant to ASTM E 1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for environmental liens currently recorded against or relating to the site. If the client is unable to provide land title records or environmental lien information, an abstract firm may be contracted by Terracon to develop a chain of title from a review of land title records for an additional fee. Documentation of environmental liens, if recorded, will be provided with the chain of title. Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records. **If land title records or environmental lien information are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a significant data gap, which must be documented in the final report.**

Proposal for Phase I Environmental Site Assessment

City of Vestavia Hills, Alabama ■ Vestavia Hills, AL

June 11, 2014 ■ Terracon Proposal No. PE1140465



The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

REC Definition

Recognized Environmental Conditions are defined by ASTM E 1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

Regulatory Records Review

Consistent with ASTM E 1527-13, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

Governmental Records	Search Distance
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile

Proposal for Phase I Environmental Site Assessment

City of Vestavia Hills, Alabama ■ Vestavia Hills, AL

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Governmental Records	Search Distance
State and Tribal Brownfield Site Lists	0.5 mile

Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes up to two hours of regulatory agency file and/or records review. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public right-of-ways.

Proposal for Phase I Environmental Site Assessment
City of Vestavia Hills, Alabama ■ Vestavia Hills, AL
June 11, 2014 ■ Terracon Proposal No. PE1140465



Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services. Prior to final report issuance, the client may request paper copies at a charge of \$50.00 per report copy.

2.2 Additional Services Beyond Base ESA

Limited Wetland Review

Pursuant to the client's request, Terracon will review U.S. Geological Survey (USGS) quadrangle maps, selected aerial photographs, soil information, and National Wetlands Inventory maps to evaluate the potential presence of apparent Waters of the U.S. (WOUS) including wetlands as defined and regulated by federal authority under 33 CFR Parts 320-330. This review may not identify state/locally-designated wetlands. The potential presence or absence of wetlands on the site identified in the above-reviewed sources will be presented in the ESA report.

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E 1527-13, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Limited Visual Observations for Asbestos
- Limited Asbestos Sampling
- Asbestos Survey (prior to renovation/demolition)
- Limited Visual Observations for Mold
- Limited Radon Records Review
- Limited Short-Term Radon Testing
- Limited Visual Observations for Lead-Based Paint
- Limited Lead-Based Paint Survey

Proposal for Phase I Environmental Site Assessment

City of Vestavia Hills, Alabama ■ Vestavia Hills, AL

June 11, 2014 ■ Terracon Proposal No. PE1140465



- Limited Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- Limited Threatened/Endangered Species Review
- Limited Historic Properties/Archaeological Resources Review
- ASTM E 2600-10 Vapor Encroachment Screen

If the site is intended for future development, Terracon can also provide proposals for geotechnical investigations, geologic hazards (like growth faulting), construction materials testing, construction draw reviews and scope and budget review services.

2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within 5 days after the notice to proceed.

In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services
- The completed ASTM E 1527-13 User Questionnaire, supplied as an attachment to this proposal
- Right of entry to conduct the assessment, including access to building interiors
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist)
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.)
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site

Proposal for Phase I Environmental Site Assessment

City of Vestavia Hills, Alabama ■ Vestavia Hills, AL

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- Information about environmental liens and activity and use limitations for the site, if any
- Specialized knowledge or experience that is material to RECs in connection with the site, if any
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties
- Land title records

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of City of Vestavia Hills, Alabama. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$250.00 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E 1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E 1527-13.

Proposal for Phase I Environmental Site Assessment
City of Vestavia Hills, Alabama ■ Vestavia Hills, AL
June 11, 2014 ■ Terracon Proposal No. PE1140465



2.6 Scope and Report Limitations

The findings and conclusions presented in the final report will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

Proposal for Phase I Environmental Site Assessment
 City of Vestavia Hills, Alabama ■ Vestavia Hills, AL
 June 11, 2014 ■ Terracon Proposal No. PE1140465



3.0 COMPENSATION

Base Phase I ESA Services	Fee
Base Phase I ESA Services - Lump Sum (Includes items outlined in Section 2.1. Cost to contract an abstract firm to develop a chain of title or environmental lien search is not included in this fee.)	\$2,400
Additional Services	Fee
Limited Visual Observations for Asbestos	*
Limited Asbestos Sampling	*
Asbestos Survey (prior to renovation/demolition)	*
Limited Visual Observations for Mold	*
Limited Radon Records Review	*
Limited Short-Term Radon Testing	*
Limited Visual Observations for Lead-Based Paint	*
Limited Lead-Based Paint Survey	*
ASTM E 2600-10 Vapor Encroachment Screen	*
Limited Lead in Drinking Water Records Review	*
Limited Lead in Drinking Water Sampling	*
Limited Wetland Review	Included in base fee
Limited Threatened/Endangered Species Review	*
Limited Historic Properties/Archaeological Resources Review	*
Additional Services - Subtotal	\$0
Lump Sum Total	\$2,400

* Not included in the scope of services per the client's direction.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

Proposal for Phase I Environmental Site Assessment

City of Vestavia Hills, Alabama ■ Vestavia Hills, AL

June 11, 2014 ■ Terracon Proposal No. PE1140465



4.0 AUTHORIZATION

If this proposal meets with your approval, work may be initiated by returning an original copy of the attached Agreement for Services to our Birmingham office. Project initiation may be expedited by sending a copy of the signed Agreement for Services via e-mail or facsimile.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Stephen T. Howard".

Stephen T. Howard
Senior Project Scientist

A handwritten signature in black ink, appearing to read "Leslie L. Noble".

Leslie L. Noble
Senior Project Geologist

Attachments: ASTM E 1527-13 User Questionnaire
Agreement for Services

ASTM E 1527-13 USER QUESTIONNAIRE

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Proposal No: PE1140465

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2002 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

Site Name: 22-Acre VBOE Property _____ Site Address: Caldwell Mill Road _____

1) Did a search of records land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)? ___No ___Yes If yes, please explain.

2) Did a search of recorded land title records (or judicial records where appropriate identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? ___No ___Yes If yes, please explain.

3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ___No ___Yes If yes, please explain.

4) Does the purchase price being paid for this site reasonably reflect the fair market value of the site (40 CFR 312.29)? ___No ___Yes

If no, have you considered whether the lower purchase price is because contamination is known or believed to be present at the site (40 CFR 312.29)? ___No ___Yes If yes, please explain.

5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ___No ___Yes If yes, please explain.

6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)? ___No ___Yes If yes, please explain.

Please return this form with the signed and completed Agreement for Services.

ASTM E 1527-13 USER QUESTIONNAIRE

Page 2 of 3

Proposal No: PE1140465

Request for Information and Documentation

In addition to the specific questions outlined above, the user is requested to provide the following information and documentation, as available. ASTM requires that this information, if available, be provided to the environmental professional prior to the site visit.

Item Supplied "X"	Not Applicable, Not Available or Not Known "X"	Item Requested (See Proposal)	Contacts/Comments or Indicate Attachment
		Point of Contact for Access	Name/Phone:
		Current Site Owner	Name/Phone:
		Current Facility Operator	Name/Phone:
		Contacts for Prior Owners	Name/Phone:
		Contacts for Prior Occupants	Name/Phone:
		Access Restrictions	
		Notification of Special Requirements Regarding Confidentiality	
		Legal Description and Diagram / Survey of Site	
		Chain of Title with Grantor/Grantee Summary (back to 1940 or first developed use)	
		Reasons for Conducting ESA	

Please return this form with the signed and completed Agreement for Services.

ASTM E 1527-13 USER QUESTIONNAIRE

Page 3 of 3

Proposal No: PE1140465

Helpful Documents Checklist

Pursuant to ASTM E 1527-13 § 10.8, do you know whether any of the following documents exist related to the subject property and, if so, whether copies can and will be provided to the environmental professional? Check all that apply.

- | | |
|---|---|
| <input type="checkbox"/> Environmental site assessment reports | <input type="checkbox"/> Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property |
| <input type="checkbox"/> Environmental compliance audit reports | |
| <input type="checkbox"/> Geotechnical studies | |
| <input type="checkbox"/> Reports regarding hydrogeologic conditions on the property or surrounding area | <input type="checkbox"/> Registrations for underground injection systems |
| <input type="checkbox"/> Registrations for above or underground storage tanks | <input type="checkbox"/> Environmental permits/plans, solid waste permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits, SPCC plans |

Name (Authorized Client Representative)

Title

Signature

Date

Please return this form with the signed and completed Agreement for Services.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Vestavia Hills, AL ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the 22-Acre VBOE Property Phase I ESA project ("Project"), as described in the Project Information section of Consultant's Proposal dated 06/11/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
 By:  Date: 6/11/2014
 Name/Title: Leslie L. Noble / Senior Project Geologist
 Address: 110 12th St. North
Birmingham, AL 35203
 Phone: (205) 942-1289 Fax: (205) 443-5302
 Email: llnoble@terracon.com

Client: City of Vestavia Hills, AL
 By: _____ Date: _____
 Name/Title: Jeff Downes
 Address: 513 Montgomery Highway
Vestavia Hills, AL 35216
 Phone: (205) 978-0195 Fax: _____
 Email: jdownes@vhal.org

Reference Number: PE1140465

June 11, 2014



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

Attn: Mr. Jeff Downes
City Manager
E: jdownes@vhal.org

Re: Proposal for Geotechnical Engineering Services
Patchwork Farms Multi-Use Site
Vestavia Hills, Alabama
Terracon Proposal No. PE1140459

Dear Mr. Downes:

We appreciate the opportunity to provide geotechnical engineering services for the above referenced project. This document provides our understanding of the project, our planned work scope and associated fees, and our terms and conditions associated with the performance of this work.

A. PROJECT INFORMATION

The project site is an approximately 25-acre parcel located on the south side of Caldwell Mill Road, south of its intersection with Healthy Way, in Vestavia Hills, Alabama. Terracon Consultants is familiar with the projects site, having performed a Preliminary Geotechnical Exploration of the site in 2008 (Project 08BHVES01.02G, dated November 24, 2008).

The site is currently undeveloped, open and grassed, with rolling terrain. We understand that the planned development will generally consist of 4 main parts:

- A 2-story facility with associated parking and drives for NHS (about 6.3 acres)
- A 3-story senior living facility with associated parking and drives (about 8.3 acres)
- An approximately 6.5 acre commercial/office parcel for the development of a 2-story bank and 1- or 2-story office buildings, as well as parking and drives.
- A common roadway extension of Healthy Way providing access for all parcels

The furnished conceptual grading information indicates that maximum cuts across the site will be less than about 9 feet, and maximum fills will be less than about 6 feet. At the time of this proposal, no specific structural information was known.

Terracon Consultants, Inc. 110 12TH Street North Birmingham, Alabama 35203
P [205] 942-1289 F [205] 443- 5302 terracon.com

Proposal for Geotechnical Engineering Services
Patchwork Farms Multi-Use Site ■ Vestavia Hills, Alabama
June 11, 2014 ■ Terracon Proposal No. PE11401459



Should any of the above information be inconsistent with the planned construction please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

The project will consist of field exploration and laboratory testing under the guidance of a geotechnical engineer or geologist to characterize the subsurface conditions and geotechnical engineering to develop geotechnical design and construction recommendations. The following sections provide an overview of the work scope for each of these aspects of the project.

Field Exploration

Our field exploration work includes the drilling and sampling of exploratory soil borings; generally as outlined below. We propose a total of forty-three (43) borings, ranging in depth from about 10 to 20 feet below existing site grades. The proposed boring locations are shown on the attached Exhibit A-1:

- NHS Site – We propose nine (9) borings within the planned building areas to a depth of 20 feet or refusal; five (5) borings in the parking and drives to 10 feet, or auger refusal.
- Senior Living Site – We propose seven (7) borings within the planned building areas to a depth of 20 feet or refusal; five (5) borings in the parking and drives to 10 or 15 feet, or auger refusal.
- Commercial/Office Site – We propose nine (9) borings within the planned building areas to a depth of 20 feet or refusal; four (4) borings in the parking and drives to 10 or 15 feet, or auger refusal.
- Healthy Way Extension – We propose four (4) borings within the planned roadway areas to a depth of 10 to 15 feet below existing site grades, or auger refusal.

The borings will be sampled using split spoon sampling devices consistent with ASTM D1586 and thin walled sampling devices consistent with ASTM D1587. Sample intervals will be as necessary to collect the required data for design, but in no case greater than 5 feet on center.

The field exploration will also include observations for groundwater. This will occur during the exploration program while the borehole is being advanced. No provisions have been made to collect water level data other than the observations made during the advancement of the borings.

Proposal for Geotechnical Engineering Services
Patchwork Farms Multi-Use Site ■ Vestavia Hills, Alabama
June 11, 2014 ■ Terracon Proposal No. PE11401459



Site Access

We plan to utilize an all-terrain-mounted drill rig to access the planned boring locations. In order to conduct our exploration of the project site, we must be granted access by the property owner. By acceptance of this proposal without information to the contrary, we consider that you have provided access to our exploration equipment for the conduct of our work consistent with the agreed work scope.

Property Disturbance

Clearing of trees and road building will be required to access the planned boring locations. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

Safety

We are committed to the conduct of our work safely. Our field exploration work on this project will be conducted under the guidance of a site-specific safety plan that takes into account the information that we know about this site as it relates to safety and potential safety hazards.

Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities and/or environmental hazards. We do not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other, unknown underground hazards remains. Also, we are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard Type D Personal Protection Equipment (PPE) is appropriate.

Laboratory Testing

Representative soil samples will be tested in our laboratory to determine pertinent engineering characteristics. Testing will include visual classification, moisture content and Atterberg limits, as appropriate. Our laboratory procedures will follow ASTM standards.

Our fees have been developed with an assumption of typical types and numbers of tests for a project of this nature in this location. In the event additional testing is necessary we will notify you of this need prior to initiating the additional testing.

Geotechnical Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer. The engineer will develop an analysis of subsurface conditions, perform the

Proposal for Geotechnical Engineering Services
 Patchwork Farms Multi-Use Site ■ Vestavia Hills, Alabama
 June 11, 2014 ■ Terracon Proposal No. PE11401459



engineering calculations necessary to evaluate foundation alternatives and develop appropriate geotechnical engineering design criteria for earth connected phases of the project. At the completion of our engineering analyses, we will prepare a geotechnical engineering report that provides the following:

- Soil boring logs with field and laboratory data, soil stratification based on visual soil classification
- Groundwater levels observed during and after completion of drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes field program, laboratory testing, and an engineering report, our estimated budget is **\$18,210** for the outlined scope of geotechnical services.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

We can generally begin the field exploration program within about 5 to 7 days after receipt of our signed Agreement for Services, if site and weather conditions permit. We anticipate the fieldwork to take approximately 4 to 5 working days. The schedule above is predicated upon our current availability and our understanding of your schedule needs.

D. AUTHORIZATION

Work will be performed under the provisions of the attached Agreement for Services. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing the attached Agreement for Services along with this proposal and returning an original copy of these documents.

Proposal for Geotechnical Engineering Services
Patchwork Farms Multi-Use Site ■ Vestavia Hills, Alabama
June 11, 2014 ■ Terracon Proposal No. PE11401459

Terracon

We appreciate the opportunity to work with you as part of your TEAM and look forward to assisting you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact our office.

Very truly yours,
Terracon Consultants, Inc.



Jerome A. Smith, P.E.
Manager, Geotechnical Services

Attachments: Geotechnical Budget Estimate
Exhibit A-1 - Proposed Boring Locations
Agreement for Services

Proposal for Geotechnical Engineering Services
 Patchwork Farms Multi-Use Site ■ Vestavia Hills, Alabama
 June 11, 2014 ■ Terracon Proposal No. PE11401459



<u>FIELD SERVICES</u>	Qty	Unit	Price	Total
ATV Mobilization/demob	1	Ls	500.00	500.00
Soil test borings	705	Ft	11.00	7,755.00
Rock Coring set-up expense		Ea	125.00	
Rock Coring		Ft	40.00	
Field Monitoring Engineer	2	Dy	1,000.00	2,000.00
Estimated Field Services				\$ 10,255.00

<u>LABORATORY TESTING</u>				
Natural Moisture Content	70	Ea	10.00	700.00
Atterberg Limits	6	Ea	90.00	540.00
Sieve Analysis	3	Ea	90.00	270.00
Standard Proctor	1	Ea	95.00	95.00
CBR	1	Ea	350.00	350.00
Estimated Laboratory Testing				\$ 1,955.00

<u>ENGINEERING SERVICES</u>				
Engineering Aide		Hr	70.00	
Staff Engineer		Hr	90.00	
Project Engineer		Hr	120.00	
Senior Project Engineer, P.E.		Hr	160.00	
Senior Engineer, P.E.		Hr	175.00	
Chief Engineer, P.E.		Hr	215.00	
Secretarial Services		Hr	50.00	
CADD Drafting Services		Hr	55.00	
Additional Report Copies		Ea	25.00	
Estimated Engineering Services				\$ 6,000.00

TOTAL ESTIMATED GEOTECHNICAL BUDGET	\$ 18,210.00
--	---------------------



Exhibit
A-1

PROPOSED BORING LOCATIONS
Patchwork Farms Multi-Use Site
Vestavia Hills, Alabama

Terracon
110 12th Street North
PH (205) 942-1289
Birmingham, Alabama 35203
FAX (205) 443-5302

Project No. _____
Scale: NTS
File Name: _____
Date: 06-10-2014

Project Manager: JAS
Drawn by: JAS
Checked by: _____
Approved by: _____

Possible Boring Location
DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Vestavia Hills, AL ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Patchwork Farms Multi-Use Site project ("Project"), as described in the Project Information section of Consultant's Proposal dated 06/10/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single



limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: 6/11/2014
 Name/Title: **Jerome A Smith / Department Manager III- Professional**
 Address: **110 12th St. North**
Birmingham, AL 35203
 Phone: **(205) 942-1289** Fax: **(205) 443-5302**
 Email: **Jasmith@terracon.com**

Client: **City of Vestavia Hills, AL**
 By: _____ Date: _____
 Name/Title: **Jeff Downes**
 Address: **513 Montgomery Highway**
Vestavia Hills, AL 35216
 Phone: **(205) 978-0195** Fax: _____
 Email: **jdownes@vhal.org**

Reference Number: PE1140459

RELIANCE AGREEMENT

DEFINITION SECTION

Party(ies) to be granted reliance (must sign below): CC ("Relying Party")
 Description of Reports for which reliance is requested: DescriptionOfReports ("Reports")
 Agreement for Services dates and agreement reference numbers: Agreements ("Agreements")
 Client under the Agreement for Services: XX ("Client")

AGREEMENTS

By its signature below, Client represents it has the authority to, and does, authorize Terracon Consultants, Inc. ("Terracon") to provide Relying Party with the above referenced Reports and to grant reliance upon the Reports.

Terracon agrees:

- Upon receipt (within three months of the above date) of a signed copy of this Reliance Agreement, and receipt of payment of a reliance fee of \$N/A each (mailed to the address shown below and referencing this agreement), to provide Relying Party with a copy of the Reports, and
- Further agrees that Relying Party may then rely upon the Reports as though they were addressed to Relying Party at the time of original issuance.

Mailing address: Terracon Consultants, Inc.
 110 12th St. North
 Birmingham, AL 35203

By its signature below, Relying Party represents it has the authority to, and does, bind all parties listed as Relying Parties to this Reliance Agreement. In consideration for Terracon allowing such reliance, Relying Party, agrees:

- That Relying Party's reliance upon the Reports is subject to all of the terms, limitations, restrictions, and caveats expressed in the Reports and their respective Agreement for Services. Relying Party's reliance is limited to the information that was provided to Terracon as of the date of the Reports.
- **THAT THE LIMITATION OF LIABILITY PROVISION OF THE AGREEMENT FOR SERVICES, WHICH LIMITS THE TOTAL AGGREGATE LIABILITY OF TERRACON (AND ITS RELATED CORPORATIONS AND EMPLOYEES), INCLUDING FOR NEGLIGENCE, IS THE MAXIMUM AGGREGATE LIABILITY OF TERRACON (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO RELYING PARTY, CLIENT, AND ANY OTHER PERSON OR ENTITY THAT IS PERMITTED TO RELY ON THE REPORTS. TERRACON IS NOT RESPONSIBLE FOR ALLOCATING ANY AMOUNT AMONG RELYING PARTY, CLIENT, OR ANY OTHER PERSONS OR ENTITIES TO WHOM WE MAY BE LIABLE. TERRACON IS NOT LIABLE FOR ANY CONSEQUENTIAL OR LIQUIDATED DAMAGES.**
- That the Reports reflect the opinions of Terracon as of the date of the Reports and those conditions may have changed materially from that date. Terracon has no obligation to provide any information obtained or discovered by Terracon subsequent to the date of the Reports, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the Reports. Further, Relying Party recognizes that if Relying Party has requested reliance on a report more than 180 days from the date of its issuance, or has not provided a completed User Questionnaire form, by its signature below, Relying Party acknowledges the grant of reliance does not satisfy ASTM-1527 requirements and may not satisfy the requirements set forth in 40 CFR Part 312 for "all appropriate inquiry" or other requirements necessary for CERCLA protection.
- That Terracon only performed those tasks as set out in the Agreements and the Reports. Any opinions or recommendations contained in the Reports are based solely on the Tasks agreed upon in the Agreements and/or presented in the Reports.
- That Relying Party will not provide the Reports to any other person or entity. Unless Terracon agrees in writing, no person or entity other than Relying Party and the Client may rely upon the Reports.

This Reliance Agreement represents the full and final agreement between Terracon Consultants, Inc. and Relying Party and supersedes any and all other agreements and representations, and may not be modified except by written agreement of both parties. This Reliance Agreement may be executed in counterparts, each of which is deemed an original but all constitute one Reliance Agreement.

SIGNATURES

Relying Party: **CC**
 By: _____ Date: _____
 Name/Title: **xx**
 Address: **xxxx**
xx
 Phone: _____ Fax: _____
 Email: **xx**

Client: **XX**
 By: _____ Date: _____
 Name/Title: **XX**
 Address: **CC**
Xx
 Phone: _____ Fax: _____
 Email: **Xx**

Terracon Consultants, Inc.

By: _____ Date: **8/5/2014**
 Name/Title: **Jerome A Smith / Department Manager III-
 Professional**

ORDINANCE NUMBER 2527

AN ORDINANCE FINDING AND DETERMINING THAT REAL PROPERTY (“THE PROPERTY”) BEING VACANT PROPERTY SITUATED AT 4325 DOLLY RIDGE ROAD, VESTAVIA HILLS, ALABAMA OWNED BY THE CITY OF VESTAVIA HILLS, ALABAMA IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES; TO DECIDE WHETHER OR NOT TO SELL THE PROPERTY TO HYDINGER, STEWART & CHEW COMMERCIAL PROPERTIES FOR A TOTAL CONSIDERATION OF \$175,000; A FINDING AND DETERMINATION BY THE CITY COUNCIL THAT THE CLOSING OF THE SALE OF THE PROPERTY PURSUANT TO THE TERMS, PROVISIONS AND CONDITIONS OF A WRITTEN REAL ESTATE PURCHASE AND SALE AGREEMENT (“CONTRACT”), WILL PROMOTE THE ECONOMIC DEVELOPMENT OF THE CITY; WILL SERVE AS A VALID AND SUFFICIENT PUBLIC PURPOSE NOTWITHSTANDING ANY INCIDENTAL BENEFIT ACCRUING TO ANY PRIVATE ENTITY OR ENTITIES; AND WILL BENEFIT THE PUBLIC AND PROMOTE THE PUBLIC WELFARE OF THE CITY OF VESTAVIA HILLS; AND TO AUTHORIZE AND DIRECT THE CITY MANAGER TO EXECUTE AND DELIVER THE CONTRACT.

THIS ORDINANCE NUMBER 2527 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 11th day of January, 2014.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama is the owner of a parcel of land situated at 4325 Dolly Ridge Road in the City of Vestavia Hills, Jefferson County, Alabama constituting of approximately 0.87± acres, which said property is more particularly described in Exhibit A and shall hereinafter be referred to as “the Property;” and

WHEREAS, the City Council hereby acknowledges receipt of an offer of Hydinger, Stewart & Chew Commercial Properties to purchase the Property represented by a written General Sales Contract thereto for a total sales price in the amount of \$175,000.00; and

WHEREAS, a copy of the General Sales Contract (hereinafter referred to collectively as the “Contract”) is attached hereto, marked as Exhibit B and is incorporated into this Ordinance by reference as though set out fully herein; and

WHEREAS, the Mayor and City Council of the City of Vestavia Hills, Alabama finds and determines that the Property described in Exhibit A is not needed for municipal or public purposes; and

WHEREAS, the execution and delivery of the Contract was considered at a public hearing held on Monday, August 11, 2014, at the Vestavia Hills Municipal Center located at 513 Montgomery Highway in the City of Vestavia Hills, Alabama beginning at 5:00 p.m.; and

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

1. The City Council of the City of Vestavia Hills, Alabama finds and determines that the Property more particularly described in Exhibit A is not needed for municipal or public purposes.

2. A public hearing was held by the Vestavia Hills City Council on Monday, January 23, 2012, at the Vestavia Hills Municipal Center located at 513 Montgomery Highway in the City of Vestavia Hills, Alabama beginning at 5:00 p.m to consider the enactment of this Ordinance, the execution and delivery of the Contract and the matters required to be considered.

3. The City finds and determines that the sale of the Property (provided all Closing Conditions are satisfied and completed) to Hydinger, Stewart & Chew Commercial Partners for a total consideration of \$175,000, will:

(a) Promote the economic development of the City of Vestavia Hills, Alabama; and

(b) Serve as a valid and sufficient public purpose; and

(c) Benefit the public and promote the public welfare of the City of Vestavia Hills, Alabama; and

(d) Promote commercial development and the stimulation of the local economy; and

(e) Increase employment opportunities and create jobs in the City; and

(f) Increase the City's tax base, which will result in additional tax revenues for the City; and

(g) Promote the location, relocation, expansion and retention of commercial enterprises in the City.

4. The City Manager is hereby authorized and directed to execute and deliver the written General Sales Contract marked as Exhibit B and attached hereto.

5. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the

remainder of this ordinance which shall continue in full force and effect notwithstanding such holding.

6. The provision of the Ordinance shall become effective immediately upon the passage and approval thereof by the City Council of the City of Vestavia Hills, Alabama and the publication and/or posting thereof as required by Alabama law.

DONE, ORDERED, APPROVED and ADOPTED, on this the 11th day of August, 2014.

Mayor 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 # 2527 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 11th day of August, 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

INSTRUMENT PREPARED BY:
Bishop, Colvin, Johnson & Kent, LLC
1910 1st Avenue North
Birmingham, Alabama 35203
(205) 251-2881

SEND TAX NOTICE TO:
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, Alabama 35216

QUIT CLAIM DEED


20140707000596550 1/3
Bk: LR201414 Pg:19831
Jefferson County, Alabama
I certify this instrument filed on:
07/07/2014 10:54:01 AM D
Judge of Probate- Alan L. King

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned, **the JEFFERSON COUNTY BOARD OF EDUCATION**, a board of Education in the State of Alabama ("Grantor"), hereby **REMISES, RELEASES, QUIT CLAIMS, GRANTS, SELLS, AND CONVEYS** to **the CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation, ("Grantee"), all of its, right, title, interest and claim in or to the following described real estate, situated in Jefferson County, Alabama, to-wit:

Commence at the NE corner of the NE 1/4 of the SW 1/4 of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama, and run in a Westerly direction along the 1/4 line for a distance of 535.38 feet to a found rebar; thence continue in a Westerly direction for a distance of 448.54 feet to a point on the Easterly right-of-way of Dolly Ridge Road; thence run in a Northeasterly direction along the right-of-way for a distance of 107.93 feet to a point; thence turn an interior angle to the left of 114° 58' 21" and run in an Easterly direction for a distance of 396.86 feet to a found rebar; thence run in a Southerly direction for a distance of 93.82 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD to said GRANTEE forever.

Grantor makes no warranties of any nature or of any kind, whether statutory, express or implied with respect to the condition of the property herein conveyed or its ownership thereof and Grantee by its acceptance of this Deed, accepts the physical condition of the property "AS IS, WHERE IS, WITH ALL FAULTS".

IN WITNESS WHEREOF, Grantor has hereunto set its signature by Jennifer Parsons, its President, who is duly authorized to execute on behalf of Grantor, and has caused the same to be attested by its Superintendent and Secretary on the 17th day of June, 2014.

GRANTOR:
THE JEFFERSON COUNTY BOARD
OF EDUCATION

Jennifer Parsons
By: Jennifer Parsons, its President

ATTEST:

Bob Neighbors
Dr. Bob Neighbors, Superintendent
and Secretary

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certifies that Jennifer Parsons and Dr. Bob Neighbors, whose names as President and Superintendent/Secretary of the Jefferson County Board of Education, Alabama, are signed to the foregoing Quit Claim Deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Quit Claim Deed, they, as such officers, and with full authority, executed the same voluntarily for and as the act of the Jefferson County Board of Education as of the day the same bears date.

Given under my hand and seal this 17th day of June, 2014.

Barbara Ann Little
Notary Public

My Commission Expires: **My Commission Expires March 5, 2018**

Hydinger, Stewart & Chew Commercial Properties
Protective Center Building 3
2801 Highway 280 South
Birmingham, Alabama 35223

SALES CONTRACT

GENERAL SALES CONTRACT The Undersigned **Montclair Dermatology, PC**, or its assigns ("Purchaser") hereby agrees to purchase and **The City of Vestavia Hills, Alabama** ("Sellers"), hereby agrees to sell the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of Vestavia Hills County of Jefferson, Alabama, on the terms stated below:

Address: 4325 Dolly Ridge Road Vestavia Hills, AL 35243 and more particularly described by the attached ("Exhibit "A") and as further identified by:

Tax ID# 28-00-22-2-010-012.000 (collectively the "Subject Property")

1. **THE PURCHASE PRICE:** shall be \$175,000.00 which shall be payable as follows:

Earnest Money	<u>\$ 2,000.00</u>
Cash on closing this sale	<u>\$ 173,000.00</u>
Total	<u>\$ 175,000.00</u>

2. **TITLE INSURANCE:** The Seller agrees to furnish the Purchaser a standard form title insurance policy, issued by a company qualified to insure titles in Alabama in the amount of the purchase price, insuring the Purchaser against loss on account of any defect or encumbrance in the title, unless herein accepted; otherwise, the earnest money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between the Seller and the Purchaser provided the mortgagee is not the Seller. Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and subject to present zoning classification, **R-4**, notwithstanding that the parties acknowledge that closing will not occur until the lot is rezoned to a zoning that will allow for Buyer's planned use and is **not** located in a flood plain.

3. **PRORATIONS & HAZARD INSURANCE:** Ad valorem taxes, if any, as determined on the date of closing, insurance transferred and accrued interest on mortgages assumed, municipal taxes and fire district dues, if any, are to be prorated between the Seller and Purchaser as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to the Seller. The Seller will keep in force sufficient hazard insurance on the property to protect all interests until sale is closed and the deed delivered. **UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.**

4. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered THIRTY (30) days from the expiration of the Inspection Period referenced in Paragraph 7 below. The Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. Possession is to be given on delivery of the deed unless otherwise agreed to herein.

5. **CONVEYANCE:** The Seller agrees to convey said property to the Purchaser by statutory warranty deed free of all encumbrances, except for mineral and mining rights not owned by Seller, and except as otherwise herein set out and Seller and Purchaser agree that any encumbrances not herein excepted or assumed shall be subject to any and all matters of record as shown on the title binder.

6. **COMMISSION:** Seller shall have no obligation for the payment of any real estate commission due and owing to the Purchaser to its Agent or Broker and Purchaser shall pay and real estate commissions to the Purchaser's agent, if due.

7. **CONDITION OF PROPERTY/ INSPECTION PERIOD:** The Property will be sold "as-is" and "with all faults". Purchaser will be granted up to one hundred-twenty (120) days from the Effective Date of this Contract to review all matters involving Purchaser's intended use, to include re-zoning and, if necessary, may enter the property and perform its own investigations ("**Inspection Period**"). Notwithstanding the foregoing, Purchaser and Seller both agree that the Inspection Period might need to be extended for an additional 60 days to complete the requisite zoning to B-1.2 and the Purchaser agrees to provide notice of the extension prior to the expiration of the Inspection Period ("**Extended Inspection Period**"). If such investigations reveal anything whatsoever that does not meet the satisfaction of Purchaser, then Purchaser may, at its option, rescind this Contract in writing within such Inspection Period, and the earnest money shall be refunded. It shall be the responsibility of the Purchaser, at Purchaser's expense, to satisfy himself that all conditions of this Contract are satisfied before closing. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of the Purchaser and Purchaser shall indemnify and hold harmless the Seller for any damages resulting from Purchaser exercising its Inspection of the Property. **THE AGENT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION OF SUBJECT PROPERTY.**

8. **SELLER WARRANTIES** that he has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to said premises that have not been satisfactorily made. Seller warrants that it has no knowledge that said property has been used for the disposal or storage of hazardous wastes or materials. Seller warrants that there is no unpaid indebtedness on the subject property except as described in this Contract. These warranties shall survive the delivery of the above deed.

9. **EARNEST MONEY & PURCHASER'S DEFAULT:** The Seller hereby authorizes **Land Title Company of Alabama**, (the "Escrow Holder") to hold the earnest money in trust for the Seller pending the fulfillment of this Contract. In the event the Purchaser fails to carry out and perform the terms of this agreement the earnest money shall be forfeited as liquidated damages. In the event of a dispute between Seller and Purchaser with respect to the Earnest Money, the Escrow Holder shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such legal proceedings as it deems appropriate, and therefore to be discharged from all further duties under this Agreement. Seller and Purchaser agree to indemnify and hold harmless the Escrow Holder against any and all losses, claims, damages, liabilities, and expenses, including without limitation, attorney's fees and expenses, incurred by it in connection with its acceptance of this appointment as Escrow Holder. Purchaser and Seller agree that "Escrow Holder" shall not be required to deposit Purchaser's earnest money check until this Contract has been accepted and signed by all parties.

10. **DISCLAIMER:** Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property, (ii) the structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property; (viii) the existence of any hazardous or toxic waste, substance, or material, including without limitation any asbestos or any oil or pesticides; (ix) any state of facts which would be disclosed by an accurate survey of the Property; or (x) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

11. **SELECTION OF ATTORNEY:** The parties hereto acknowledge and agree that, if they have agreed to share the fees of a closing attorney hereunder, such fees sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. Each of the parties further acknowledges that it has the right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at Seller's expense.

12. **SURVEY:** Purchaser **does** require a current ALTA survey by a registered Alabama land surveyor. Unless otherwise agreed herein, the survey shall be at Seller's expense.

13. **AGENCY DISCLOSURE:**

The Listing Company: N/A (Two blocks may be checked)

An Agent of the Seller

An Agent of the Purchaser

An Agent of the Buyer and Seller and is acting as a Limited Consensual Dual Agent
 Assisting the Buyer as a Transaction Broker
 Assisting the Seller as a Transaction Broker

The Selling Company: Hydingier Stewart & Chew Commercial Properties, LLC is: (Two blocks may be checked)

An Agent of the Seller
 An Agent of the Purchaser
 An Agent of the Buyer and Seller and is acting as a Limited Consensual Dual Agent
 Assisting the Buyer as a Transaction Broker
 Assisting the Seller as a Transaction Broker

14. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Birmingham, Alabama. Any party may, without any inconsistency with this Agreement, seek from a court any interim or provisional relief that is necessary to protect the rights of property of such party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). Such arbitration and determination shall be final and binding on the parties, and the parties agree to abide by the arbitration findings. Judgment may be entered upon such determination and award in any court having jurisdiction thereof, and the parties agree that no appeals shall be taken there from. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees in connection with such arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses, court costs, witness fees and attorney's fees.

15. ADDITIONAL PROVISIONS set forth on the below Addendum are hereby made a part of this Contract. This Contract states the entire agreement between parties and merges in this agreement all statements, representations, and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

THE PURCHASER AGREES THAT AS A MATERIAL INDUCEMENT TO THIS SALES CONTRACT THAT IT WILL WORK WITH THE SELLER TO DESIGN A MUTUALLY ACCEPTABLE JOINT ACCESS ROAD, BUILT TO CITY SPECIFICATION, TO THE SUBJECT PROPERTY (SEE ATTACHED EXHIBIT "B"). THE SELLER SHALL CONSTRUCT SAID ACCESS ROAD WITHIN 60 DAYS PRIOR TO PURCHASER'S COMPLETION OF THE CONSTRUCTION PROJECT ESTIMATED TO BE NO LATER THAN SEVEN MONTHS FROM THE LAND CLOSING. ALL COSTS OF SAID ACCESS ROAD SHALL BE PAID BY SELLER. FURTHERMORE, SELLER AND PURCHASER COVENANT THAT PURCHASER SHALL ALWAYS HAVE NON-EXCLUSIVE USE OF ACCESS ROAD TO ITS SUBJECT PROPERTY AND THAT AN EASEMENT, IF NECESSARY, SHALL BE RECORDED TO RUN WITH THE APPLICABLE PROPERTIES. ADDITIONALLY, MAINTENANCE AND REPAIRS AND REPLACEMENTS OF ACCESS ROAD WILL FOREVER BE AT SELLER'S EXPENSE AND SELLER SHALL ASSUME ANY LIABILITY RELATING TO SAID ACCESS ROAD. FAILURE TO MUTUALLY AGREE ON SAID MATTER SHALL RESULT IN TERMINATION OF THIS CONTRACT.

16. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to principles governing conflicts of law, except that it is agreed that the provisions of this Agreement relating to arbitration or disputes hereunder shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, and, to the extent not in conflict with the Federal Arbitration Act, by the Commercial Arbitration Rules of the American Arbitration Association.

17.EFFECTIVE DATE OF CONTRACT: THE DATE UPON WHICH THIS CONTRACT IS FULLY ACCEPTED AND FULLY EXECUTED BY ALL PARTIES.

18. RE-CONVEYANCE: If the Purchaser has not purchased a building permit and started construction of the proposed

office/mixed use development within twelve (12) months following the date of the closing of this sale, then in such events the Purchaser shall re-convey the Property to the Seller for an in consideration of the entire Purchase Price set forth in paragraph 1 of this Contract pursuant to and in accordance with the same terms, provisions and conditions as set forth in the Contract. The conveyance shall be made and the deed delivered prior to the last day of the thirteenth (13th) month immediately following the original closing date."

ACQUIRING GOOD TITLE : This Contract is subject to and contingent upon the Seller acquiring good title to the subject Property by virtue of a conveyance from the Jefferson County Board of Education.

19. TRANSFER RIGHTS: Purchaser shall not transfer or assign its rights or obligations under this Contract without the prior written consent of the Seller which shall not be unreasonably withheld or delayed.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

	<i>Letra H. Dillaw</i> 7/31/14		
Witness To Purchaser's Signature(s)	Montclair Dermatology, PC PURCHASER	(SEAL)	DATE

	City of Vestavia Hills, Alabama		
Witness To Seller's Signature(s)	SELLER	(SEAL)	DATE

Receipt is hereby acknowledged of the earnest money as hereinabove set forth CASH CHECK

Firm: Land Title Company of Alabama

By: _____

EFFECTIVE DATE: _____

Exhibit "A"

METES AND BOUNDS: POB INTER OF S/L NW 1/4 SEC 22 TP 18S 4 2W & E/L DOLLY RIDGE RD TH NE
108 FT ON E RW SD RD TH E 395.6 FT TH S 93.8 FT TO S/L OF NW 1/4 TH W 440 FT ALG SW 1/4 OF NW
1/4 TO POB BEING PT OF NEW MERKLE

(Exhibit "B")



RESOLUTION NUMBER 4624

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH SAIN ASSOCIATES FOR DESIGN OF A ROADWAY ADJACENT TO VESTAVIA HILLS CAHABA HEIGHTS ELEMENTARY SCHOOL

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

1. The City Manager is hereby authorized to execute and deliver an agreement with Sain Associates entitled “Proposal for Engineering and Surveying Services, Cahaba Heights Elementary Roadway Project, SA#14-0127” (“the Project”) in an amount not to exceed \$33,085; and
2. A copy of said agreement marked Exhibit A is attached to and incorporated into this Resolution Number 4624; and
3. This Resolution Number 4624 is effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



August 1, 2014

Mr. Jeff Downes
City Manager
City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills, Alabama 35216

**SUBJECT: Sain Associates
Proposal for Engineering and Surveying Services
Cahaba Heights Elementary Roadway Project
SA# 14-0127**

Dear Mr. Downes:

We are pleased to submit this proposal for engineering and surveying services for the first phase of a new roadway adjacent to the Cahaba Heights Elementary School. This first phase will include a three lane road section for approximately 200 feet from its beginning at Dolly Ridge Road, which will taper to two lanes, and end at the existing baseball field behind the school. It will provide new turnouts to the school and the commercial parcel to the north, and will eliminate some of the existing school driveways onto Dolly Ridge Road to improve traffic flows during peak hours. The intent is to keep the magnitude of construction costs within the \$250,000 range for the first phase. It would not include widening Dolly Ridge Road with turn lanes at this time, as that would come as a later phase.

The scope of services included in this proposal are Topographic Survey, Right-of-Way Re-establishment, Construction Documents, Bidding, and Construction Observations.

Topographic Survey

Sain Associates will perform a Topographic Survey of an area located at Vestavia Elementary School (Cahaba Heights). Contours will be shown at 1-foot intervals and based from USGS datum. Spot elevations will be shown in flat areas. A benchmark will be set on site. We will show visible utilities and utilities as marked by utility companies or as shown on maps. We will order a utility locate request to have utilities in public right-of-way marked. Alabama One Call does NOT mark any utilities that are within the limits of private property. It is the responsibility of the Owner to coordinate with a private line locator to have any subsurface utilities within the limits of private property, to be located by Sain Associates, marked prior to our arrival. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. *See enclosed site map for Topographic Survey Limits.*

Celebrating 40 Years of Excellence in Engineering and Surveying

Mr. Jeff Downes

August 1, 2014

Page 2

Right-of Way Re-establishment

Sain Associates will re-establish the existing right-of-way of Dolly Ridge Road. Existing right-of-way will be re-established along Dolly Ridge Road 300 feet Southwest of the intersection of Dolly Ridge Road and Greenview Road, right-of-way along Dolly Ridge Road will also be established to a point 225 feet Northeast of the intersection of Dolly Ridge Road and Greenview Road. Missing right-of-way points will **NOT** be set during the survey. Boundary lines of Vestavia Elementary School and private boundary lines adjacent to Vestavia Elementary School will **NOT** be investigated, researched or shown on survey.

Construction Documents

Approvals will be obtained from plan review agencies upon completion of the following plans:

- Demolition, Erosion Control, and Utility Relocation Plan – We will note demolition and relocation of existing utilities and structures at the site which conflict with the project (if needed). We will also design treatment necessary for prevention of excessive erosion, in accordance with State and local requirements. We have determined that the total disturbed area for this project is less than 1 acre, so no NPDES permit will be required from ADEM.
- Layout Plan – We will show controls for horizontal layout of the new roadway to be constructed, as well as improvements to the existing school parking lot. This plan will show limits of heavy duty pavement and pavement overlay, as well as new striping to be installed. Pavement sections will be in accordance with the City standards for roadways.
- Grading and Storm Sewer Plan – We will show finished and existing contours, spot elevations, and storm drainage pipe, inlets and system. Includes drainage calculations and details as required for approval. We will review the downstream drainage conditions for the first phase of this roadway project, and we will design drainage to accommodate the first phase of this project. We will review the need for storm water detention and will design detention as needed. We will also coordinate with you to keep drainage costs for the project within budget.
- Sections and Details - Site work details such as typical sections, gutters, inlets, manholes, and pavement sections (based upon input provided by you).
- Site Work Specifications and Bid Package – We will prepare the bid package using standard AIA contract documents. This package will also include technical specifications for performing the work shown on our plans.
- Permits and Approvals - Includes plans and calculations required for approval, except as noted within the Scope of Work as described and Exclusions to the Scope of Work which follow.
- Revisions to Plans – As the project develops, it may become necessary to revise the engineering design scope for supplemental activities. Any additional services authorized by you will be performed on an hourly basis, after obtaining your approval to begin these services. We would not perform any additional services without obtaining your approval prior to beginning such services.

Mr. Jeff Downes
August 1, 2014
Page 3

- Exclusions to this Scope of Work – This scope of work does not include geotechnical investigation, environmental assessment or permitting, design of utility relocations or pump stations, design of retaining walls, erosion control monitoring during construction, and construction stakeout. If any of these services are desired by the City, we will be happy to update our proposal to satisfy the request.

Bidding

We will publish this project for public bidding, facilitate a pre-bid meeting, review and respond to questions during bidding, and we will facilitate the bid opening. After the bids are opened, we will prepare a bid tabulation and recommend a contractor for award.

Construction Observations

While we can provide full time construction engineering and inspection (CE&I), we do not believe you intend for us to be on-site full time, since you have City inspectors that can provide those activities. We do anticipate that you may need our assistance in reviewing monthly pay requests submitted by the contractor. Based on the scope and size of this project, we estimate that the project will be completed within 120 days from beginning construction. Upon completion of construction activities, we would perform a final site observation to establish a punch list for completing the project.

Schedule

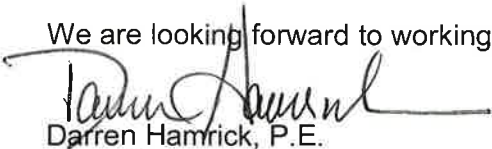
Based on your verbal authorization, we have already initiated surveying activities, and we expect to have the survey complete and civil design underway within 4 weeks. We will schedule a meeting with you to review the Preliminary Design, and at that time we will establish the schedule for completing Construction Documents.

Fees

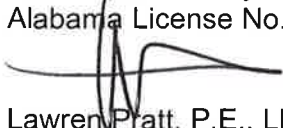
Topographic Survey and Right-of-Way Re-establishment.....	\$ 5,285
Construction Documents.....	\$17,300
Bidding.....	\$ 3,500
Construction Observation.....	Hourly, estimated budget \$ 7,000

If you have any questions regarding the scope and fees, please contact me.

We are looking forward to working with you as we get this roadway constructed.



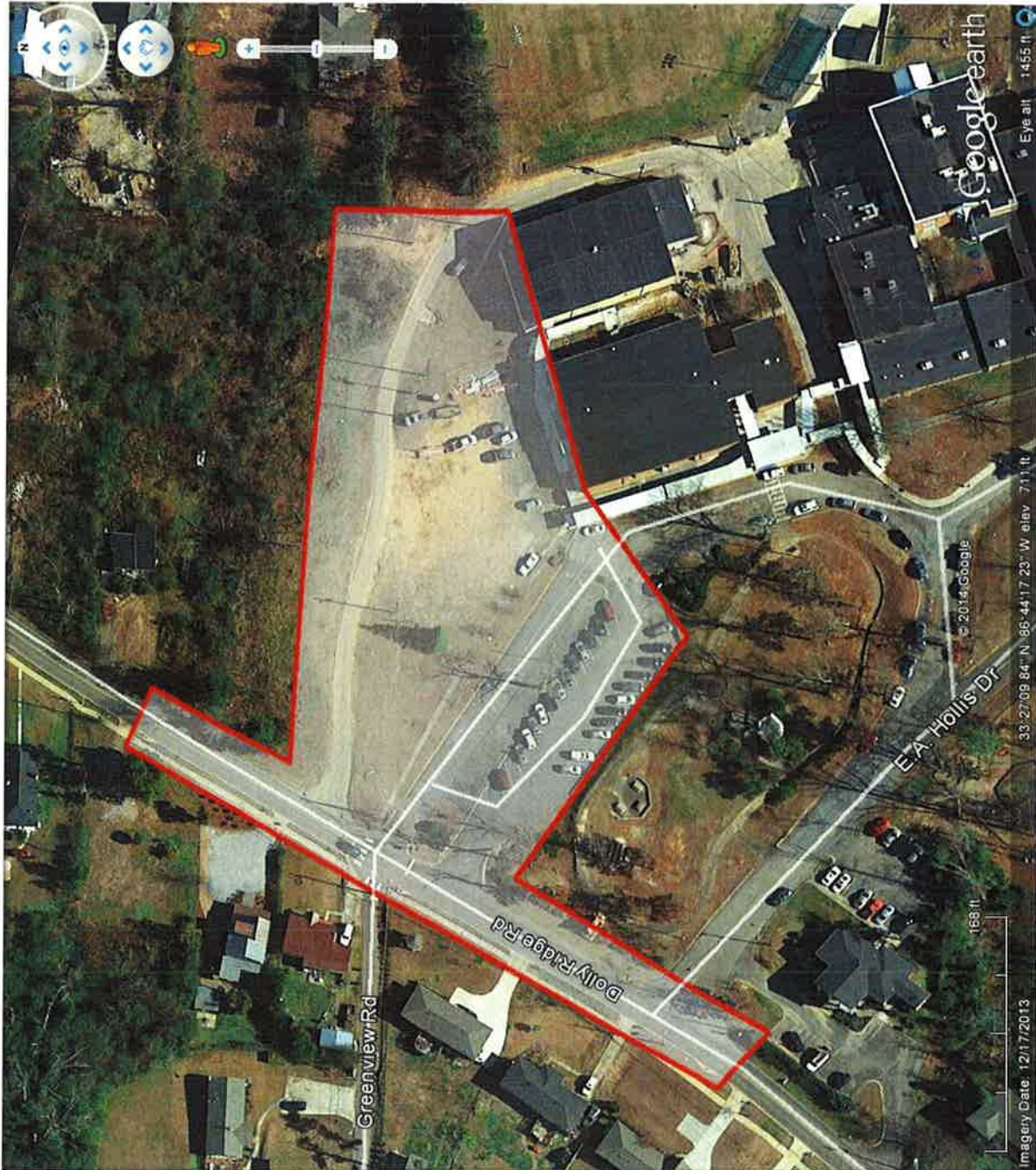
Darren Hamrick, P.E.
Team Leader/ Project Development Manager
Alabama License No. 23374



Lawren Pratt, P.E., LEED AP
Team Leader/Division Manager
Alabama License No. 23133

Cc: Joe Meads, PE
Attached: Terms and Conditions, Schedule 2014
Topographic Survey Limits

P:\2014\140127\SaCivil\Contract\Roadway Proposal at Cahaba Heights Elementary.doc



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:

Principal.....	\$150.00 - \$170.00 per Hour
Engineer/Planner.....	\$91.00 - \$140.00 per Hour
GIS Professional.....	\$125.00 per Hour
Designer.....	\$75.00 - \$108.00 per Hour
Surveyor.....	\$88.00 - \$123.00 per Hour
Survey Crew (1-Person).....	\$80.00 per Hour
Survey Crew (2-Person).....	\$120.00 - 135.00 per Hour
Survey Crew (3-Person).....	\$160.00 per Hour
Survey Crew (Overtime, Holidays – 2-Person).....	* \$150.00 - \$165.00 per Hour
Survey Crew (Overtime, Holidays – 3-Person).....	* \$190.00 per Hour
Survey Per Diem.....	\$100.00 per Man per Night
Administrative Support.....	\$60.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator 50 – 50.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2014



ORDINANCE NUMBER 2526

AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL FOR AN EXTENSION OF A 120' STEALTH MONOPOLE (FLAG POLE) TO A MAXIMUM HEIGHT OF 140'

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 May 28, 2014, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (AT&T) submitted an application for extension of a 120' stealth flagpole (flagpole) on the property located at 4871 Sicard Hollow Road currently zoned Vestavia Hills Inst-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 July 10, 2014 voted unanimously to recommend approval of the request for an extension of a 120' stealth flagpole (flagpole) to a maximum height of 140' be approved as requested, with the stipulation that the flag and flagpole meet the requirements of the United States Flag Code; and

WHEREAS, a copy of said application dated May 28, 2014 is attached and hereby incorporated into this Ordinance Number 2526.

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

1. Conditional Use Approval is hereby approved for AT&T, for extension of a 120' stealth monopole (flagpole) for the property located at 4871 Sicard Hollow Road to a maximum height of 140' with the following conditions:

(1) "Said flag and flagpole to be kept perpetually in good condition by owner and meet the requirements of the United States Flag Code; and

ADOPTED and APPROVED this the 25th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

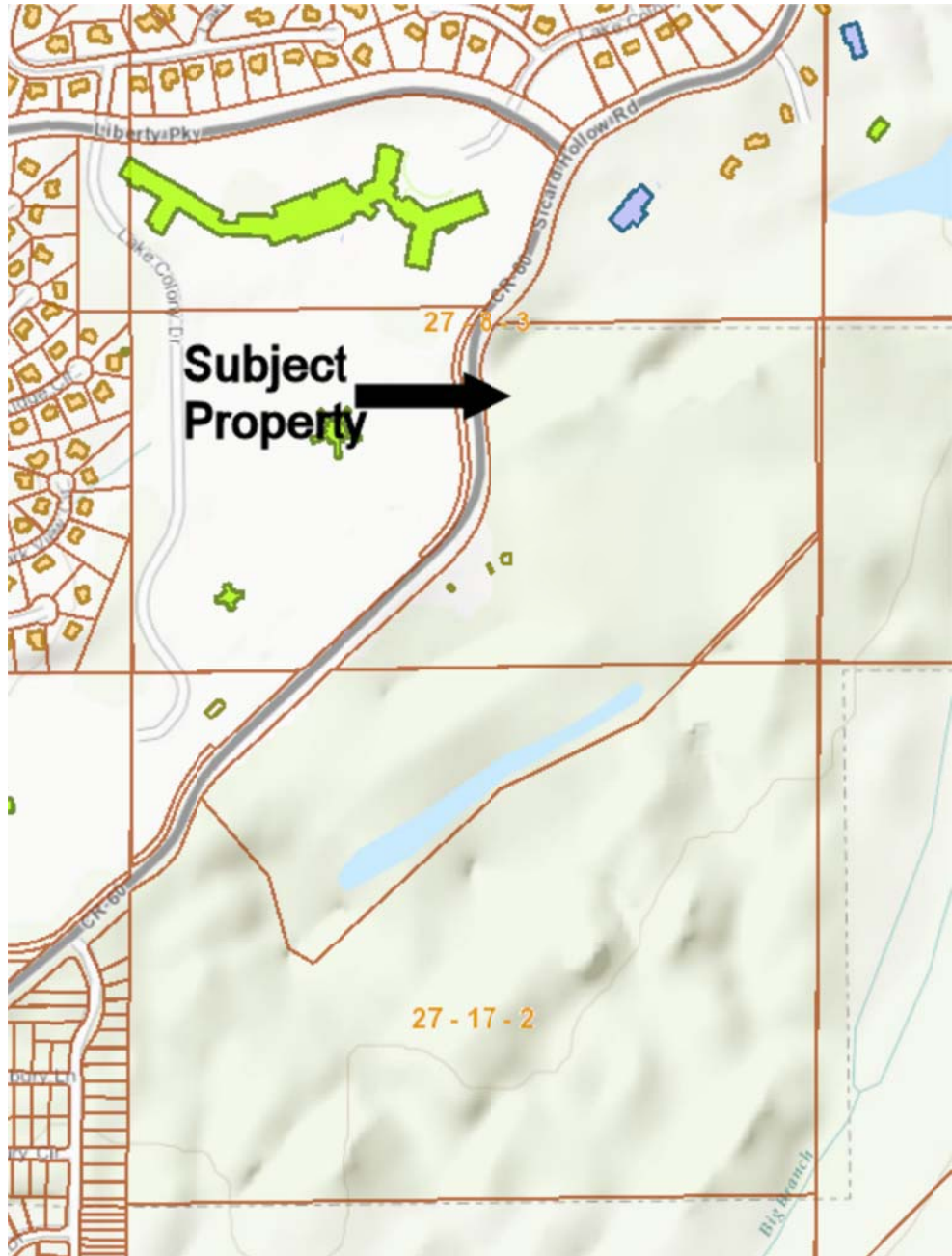
Rebecca Leavings
City Clerk

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 # 2526 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 25th day of August, 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

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

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

II. APPLICANT INFORMATION: (owner of property)

NAME: Crown Castle / AT&T Mobility, PCS, LLC

ADDRESS: 90 Baker Donelson, 420 N. 20th Street, Ste 1400
Birmingham, AL

MAILING ADDRESS (if different from above) Same as above

PHONE NUMBER: Home (205) 250-8353 Office (205) 250-8304

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Andy Rotenstreich / Mary Palmer

4871 Sicard Hollow Rd.

Cond. Use to extend existing

flagpole 20 ft.

Crown Castle

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section _____ of the Vestavia Hills Zoning Code.

Current Zoning of Property: MXD

Requested Conditional use For the intended purpose of: extend existing flagpole telecommunications 20' and Compound expansion
(Example: From "VH R-1" to "VH O-1" for office building)

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

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

4871 Sicard Hollow Rd., Vestavia Hills, AL

Property size: _____ feet X _____ feet. Acres: _____

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.



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

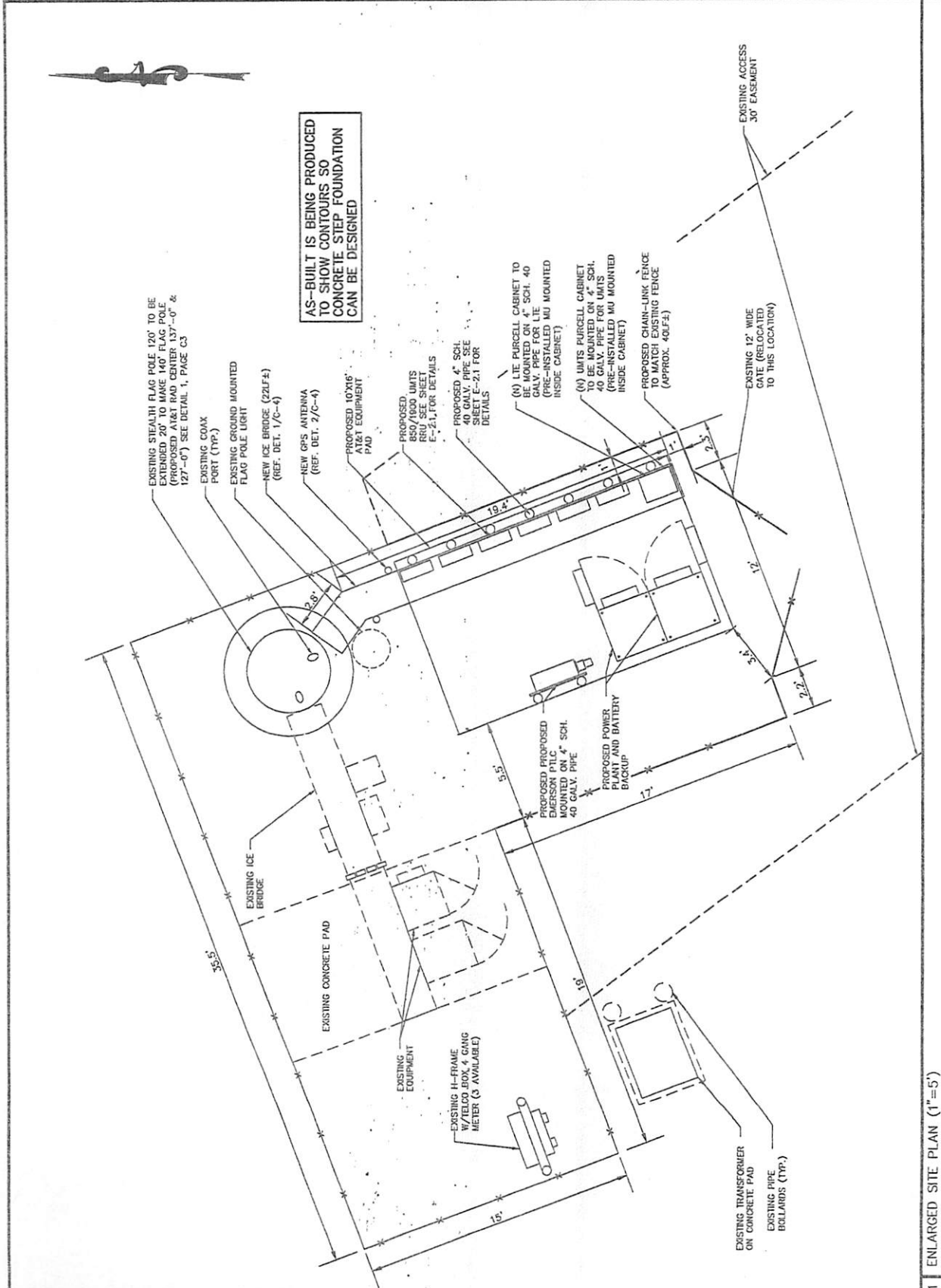
[Signature]
Owner Signature/Date

[Signature]
Representing Agent (if any)/date

Given under my hand and seal
this 3rd day of JUNE, 2014

[Signature]
Notary Public
My Commission Expires
November 18, 2016
My commission expires _____
day of _____, 20____.

		THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY TO SMM. ANY USE OR DISCLOSURE BY ANYONE OTHER THAN THE CLIENT TO WHOM THIS SET OF DOCUMENTS IS STRICTLY PROHIBITED.	A/E PROJECT #: 10-1071.2 DRAWN BY: DJJ CHECKED BY: JDS	REVISIONS <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:5%;">NO.</th> <th style="width:15%;">DATE</th> <th style="width:80%;">DESCRIPTION</th> </tr> <tr> <td>1</td> <td>04/25/12</td> <td>REV. PER CLIENT COMMENTS</td> </tr> <tr> <td>2</td> <td>04/25/12</td> <td>REV. PER RFI</td> </tr> <tr> <td>3</td> <td>05/29/12</td> <td>REV. FOR CLIENT APPROVAL</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	04/25/12	REV. PER CLIENT COMMENTS	2	04/25/12	REV. PER RFI	3	05/29/12	REV. FOR CLIENT APPROVAL	CAH: AL 2244-E PRELIMINARY DRAWING (NOT VALID UNLESS STAMPED AND SIGNED)	PROJECT NO.: 10-1071.2 SHEET NO.: LIBERTY PARK SOUTH SITE NUMBER: 12778284 SITE ADDRESS: E911 ADDRESS NIP VESTAVIA HILLS, AL 35242 DESIGN TYPE: CO-LOCATE SHEET TITLE: ENLARGED SITE PLAN	DRAWING NO. C-2 REVISION A
NO.	DATE	DESCRIPTION																	
1	04/25/12	REV. PER CLIENT COMMENTS																	
2	04/25/12	REV. PER RFI																	
3	05/29/12	REV. FOR CLIENT APPROVAL																	



1 | ENLARGED SITE PLAN (1"=5')

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY TO SMAU ENGINEERING GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SMAU ENGINEERING GROUP, INC. TO THE CLIENT IS STRICTLY PROHIBITED.

AGE PROJECT #: 10-1071.2
 DRAWN BY: D.A.J.
 CHECKED BY: J.O.S.

REVISIONS

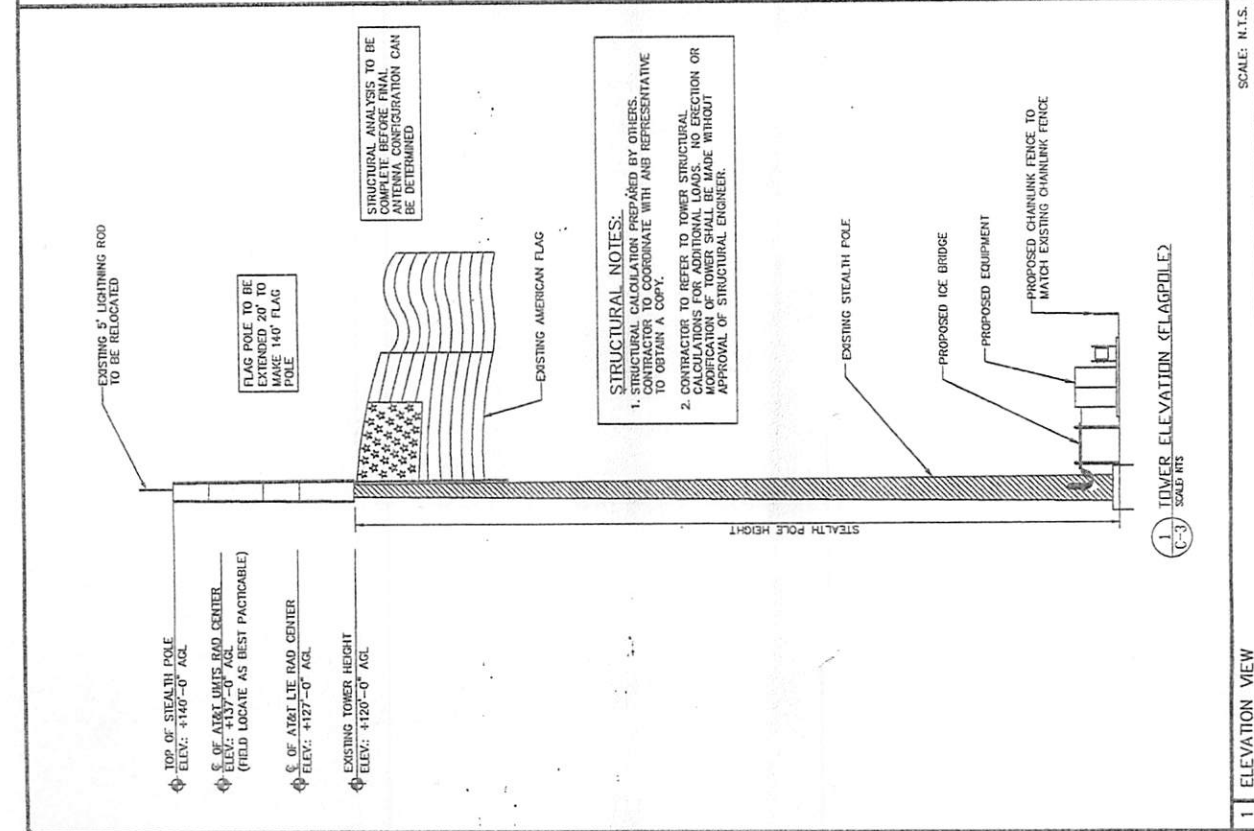
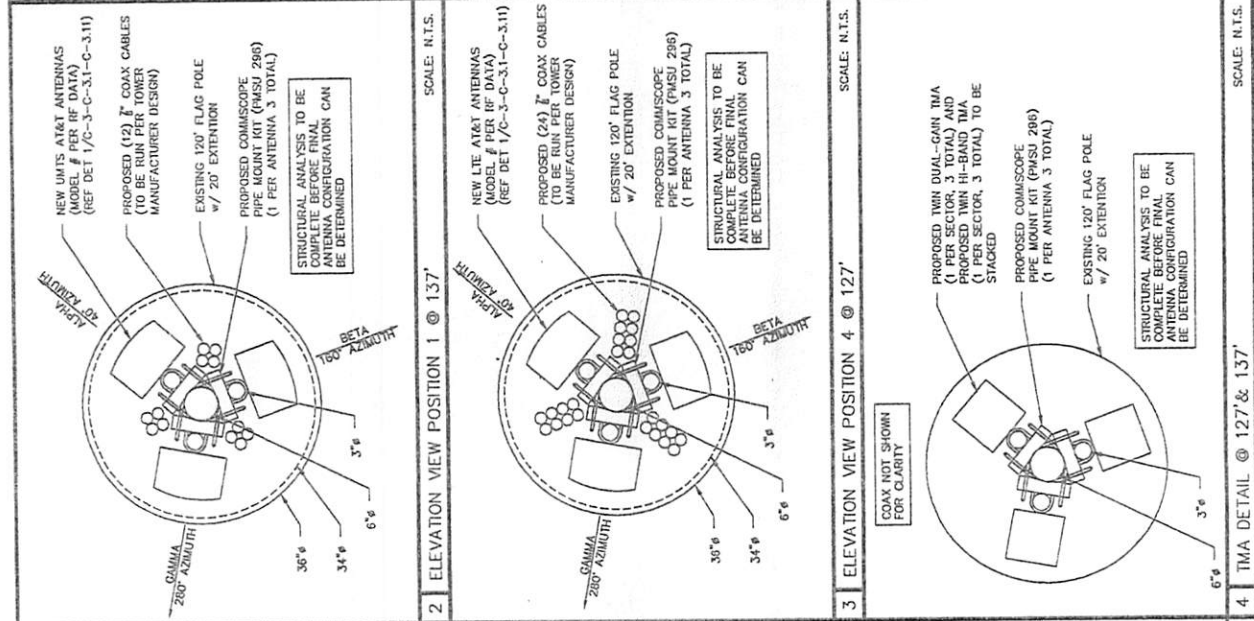
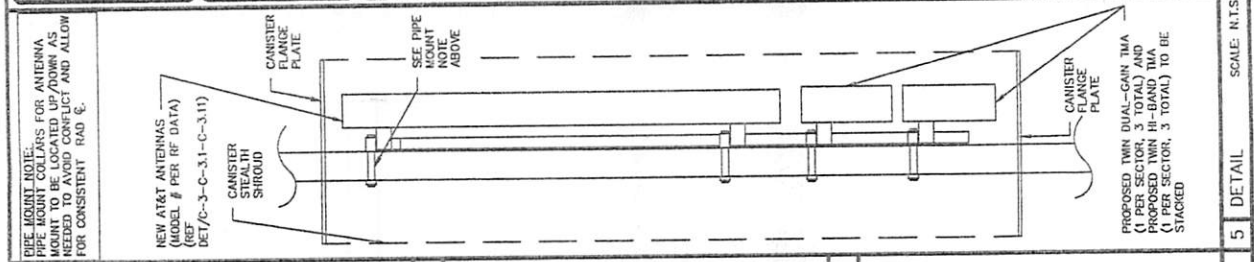
NO.	DATE	DESCRIPTION
1	04/28/11	REV. PER CLIENT COMMENTS
2	05/27/11	REV. PER PERMITS
3	07/28/11	REV. PER CLIENT APPROVAL

CAR: AL 2524-E

PRELIMINARY DRAWING
 NOT VALID UNLESS STAMPED AND SIGNED

PROJECT NO: 10-1071.2
 SITE NAME: LIBERTY PARK SOUTH
 SITE ADDRESS: E81 ADDRESS NIP VESTAVIA HILLS, AL 35242
 DESIGN TYPE: CO-LOCATE

SHEET TITLE: SITE ELEVATIONS
 DRAWING NO: C-3
 REVISION: A



5 DETAIL SCALE: N.T.S.

4 TMA DETAIL @ 127' & 137' SCALE: N.T.S.

1 ELEVATION VIEW SCALE: N.T.S.

BAKER DONELSON
BEARMAN, CALDWELL & BERKOWITZ, PC

Exhibit A - Ordinance No. 2526

WELLS FARGO TOWER
420 20TH STREET NORTH
SUITE 1400
BIRMINGHAM, ALABAMA 35203

PHONE: 205.328.0480
FAX: 205.322.8007

www.bakerdonelson.com

N. ANDREW ROTENSTREICH, SHAREHOLDER
Direct Dial: 205.250.8304
Direct Fax: 205.488.3704
E-Mail Address: nar@bakerdonelson.com

May 28, 2014

P0714-30//27-8-3-3
4871 Sicard Hollow Rd.
Cond. Use to extend existing
flagpole 20 ft.
Crown Castle

//

VIA HAND DELIVERY

City of Vestavia Hills, AL
Attn: City Clerk
513 Montgomery Hwy
Vestavia Hills, AL 35216

RE: Proposed Extension of Existing Telecommunications Tower
Site Name: Liberty park South
Site Address: 4871 Sicard Hollow Road

To Whom It May Concern:

Due to needed coverage and capacity issues due to increased telecom traffic, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (AT&T) is requesting a new cell-site in the City of Vestavia Hills, Jefferson County, Alabama. There was one suitable existing structure in the area upon which to co-locate, but the proposed tower will require an extension of Twenty feet (20') in order to accommodate proposed AT&T equipment.

In that regard, enclosed please find AT&T's application and supporting documentation for the placement of its equipment and extension of the existing wireless telecommunications facility located at 4871 Sicard Hollow Road, Vestavia Hills, Jefferson County, Alabama. The existing tower is owned by Crown Castle and the property is owned by The City of Vestavia Hills, AL.

The existing telecommunications facility currently is a One Hundred Twenty Foot (120') flagpole telecommunications facility located in a MXD zoning district. The tower will need to be extended Twenty Feet (20') and the fenced compound will need to be enlarged to accommodate the proposed equipment and shelter.

AT&T's proposed site will be compliant with Enhanced 911, a federally-mandated program to improve the reliability of e911 service to the surrounding area and citizens of the City of Vestavia Hills, AL and Jefferson County, Alabama.

City of Vestavia
May 28, 2014
Page 2

In that regard, and in order to maintain a level playing field with its competitors also offering 4G services, AT&T's needs to install its antennas on the existing tower, at the proposed height, and at the requested signal levels, to deliver consistently reliable signal in this geographic area.

We would appreciate this application being placed on the next available meeting agenda.

Should you require any additional information to assist your review, or if you should have any questions, please feel free to contact me.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

N. Andrew Rotenstreich
by MSPO2

N. Andrew Rotenstreich
Shareholder

Enclosures

CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: **JULY 10, 2014**

- **CASE:** P-0714-30
- **REQUESTED ACTION:** Conditional Use approval to extend existing flagpole telecommunications 20' and compound expansion
- **ADDRESS/LOCATION:** 4871 Sicard Hollow Rd.
- **APPLICANT/OWNER:** Crown Castle/AT&T Mobility, PCS, LLC; Baker Donelson
420 N. 20th St. Ste 1400
Birmingham, AL
- **REPRESENTING AGENT:** Andy, Rotenstreich, Mary Palmer
- **GENERAL DISCUSSION:** The applicant and AT&T wish to extend the current 120' flag pole tower by 20' to 140' and the Sicard Hollow sports complex. The pad would also be enlarged to allow the additional equipment. The application meets the requirements for telecommunication facilities in Section 7.9 of the Zoning Code. The property is currently zoned Vestavia Hills MXD.
- **LIBERTY PARK PUD:** The request is consistent with the PUD 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 the flag remaining at the top of the 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. The Flag and flag pole meet the requirements of the US Flag Code ;

was made by Mr. Visintainer and 2nd was made by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Visintainer – yes
Mr. Gilchrist – yes
Motion carried.

Mr. Burrell – yes
Mr. House – yes
Mr. Larson – yes

RESOLUTION NO. 4625

A RESOLUTION AUTHORIZING A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT BY THE CITY OF VESTAVIA HILLS, ALABAMA AND NORTHPORT HOLDING, LLC

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Northport Holding, LLC (the "Owner") have prepared that certain Special Economic Development Agreement to be dated the date of delivery (the "Special Economic Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(c) The Municipality is authorized under Amendment No. 772 to become indebted, and to issue obligations as referenced therein, upon the full faith and credit of the Municipality, to a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds in an amount of approximately \$3,150,000 for the economic development of the Municipality pursuant to the terms of the Special Economic Development Agreement.

(e) The expenditure of public funds for the purposes specified in the Special Economic Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) (1) On August __, 2014, the Municipality caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE
OF
PUBLIC MEETING AND PUBLIC HEARING
ON MONDAY, AUGUST 25, 2014
OF
CITY COUNCIL OF VESTAVIA HILLS, ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 5:00 p.m. on Monday, August 25, 2014 at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and Northport Holding, LLC, a Delaware limited liability company (the "Owner"), to be dated the date of delivery, pursuant to which City Agreement the City shall make available to the Owner financial economic incentives for purposes referenced in the City Agreement.

The City Agreement shall evidence the agreement of the City to make the following economic development grants to the Owner for the purpose of promoting the economic development of the City and in consideration of the acquisition, construction, installation and operation by the Owner of commercial and related facilities in the City (the "Project"): (1) the City shall make an economic development grant to the Owner, with respect to the acquisition, construction and installation of the Project, in an amount equal to approximately \$1,550,000; and (2) the City shall make economic development grants to the Owner, in each year for a period of approximately 20 years after the Project shall have been opened for business to the public, in an amount equal to the amount of ad valorem taxes paid by the Owner in each such year with respect to the Project, which annual amounts, over the entire 20-year term, are estimated by the City, and are limited to, an aggregate amount of approximately \$1,600,000; and (3) the City shall perform site preparation work, consisting of grading, acquisition and installation of utilities, and construction of roads, for the benefit of the Project.

The City seeks to achieve, by undertaking its obligations pursuant to the City Agreement and the Resolution, to promote the local economic and commercial development of the City, to increase employment in the City, and to increase the tax and revenue base of the City.

The business entities to whom or for whose benefit the City propose to lend its credit or grant public funds or thing of value are the Owner and the entities that locate in the facilities established by the Owner.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Agreement is to be issued and secured, and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the City Manager at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2013 and on the basis of which taxes became due and payable on October 1, 2013) was not less than \$630,314,820.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, (which indebtedness does not include the Warrant issued under Amendment No. 772), is not more than twenty percent of said assessed valuation.

(3) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Amendment No. 772(a)(4) (which indebtedness does include the economic incentives referenced under Section 1(d)), is not more than fifty percent of said assessed valuation.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the Special Economic Development Agreement, and

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

Section 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Special Economic Development Agreement and to attest the same.

(b) The Mayor, the City Manager, and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Special Economic Development Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Special Economic Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Economic Development Agreement.

Section 4. The Municipality desires, before the delivery of the Special Economic Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the economic incentives set forth in the Special Economic Development Agreement, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate the Special Economic Development Agreement, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale, P.C., Birmingham, Alabama, and Patrick H. Boone, Esq., are hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Special Economic Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

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

Section 7. This resolution shall take effect immediately.

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

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

Nays: None

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

* * * *

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

Minutes approved:

Mayor

Mayor Pro-Tem

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the attached pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on August 25, 2014, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the City Council on such date; and (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this ____ day of _____, 2014.

Clerk of the City of Vestavia Hills,
Alabama

SEAL

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**

Regarding Special Economic Development Agreement by the City
of Vestavia Hills, Alabama and Northport Holding, LLC

The City Council of the City of Vestavia Hills met in regular public session at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama, at 5:00 p.m. on August 25, 2014. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

The Mayor stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following resolution was introduced in writing by the Mayor, and considered by the City Council:

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

Dated Date of Delivery

by

CITY OF VESTAVIA HILLS, ALABAMA

and

NORTHPORT HOLDING, LLC

This Special Economic Development Agreement was prepared by Heyward C. Hosch of Maynard, Cooper & Gale, P.C., 1901 Sixth Avenue North, 2400 Regions/Harbert Plaza, Birmingham, Alabama 35203-2618.

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

August __, 2014

This **SPECIAL ECONOMIC DEVELOPMENT AGREEMENT** is made and entered on the above Date of Delivery by the City **OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation (the "City"), and **NORTHPORT HOLDING, LLC**, a Delaware limited liability company (the "Owner").

Recitals

The Owner proposes to develop, on the real property that is located wholly within the corporate limits of City and that is described on **Exhibit A** attached hereto and made a part hereof (the "Project Site"), a rehabilitation facility (the "Project"), as more particularly described in the within-referenced Exchange Agreement.

The City has determined the development of the Project by the Owner will increase the tax and revenue base of the City, and will create further opportunities for increase of the tax and revenue base of the City and employment opportunities in the City. As a result thereof, the City has agreed to provide to the Owner the within-referenced Total City Commitment.

Pursuant to the applicable laws of the State of Alabama and for the purposes referenced herein, City and Owner have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, City and Owner hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

Act of Insolvency shall mean, with respect to Owner, the appointment of a receiver, liquidator, or trustee of Owner or any of its properties or assets; or a general assignment by Owner for the benefit of the creditors thereof; or the commencement of proceedings by or against Owner under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

Annual Payment Date shall mean that date established by the City for payment of the Annual Property Tax Reimbursement Amount in each year, which shall be within 45 days after the receipt by City of the Request for Payment of Annual Property Tax Reimbursement Amount from Owner pursuant to Section 4.02(2).

Annual Property Tax Reimbursement Amount shall mean, for any Annual Payment Date, an amount equal to the ad valorem taxes actually paid by Owner for the then immediately preceding tax year with respect to the Project.

City Work shall have the meaning assigned in Section 4.03.

Closing Conditions shall mean and include the following: (a) the Date of Validation shall have occurred; (b) Owner shall have performed and observed all agreements of Owner herein precedent to the performance to the obligations of City herein; and (c) all representations and warranties of the City and the Owner herein shall be true and correct in all material respects as of the Date of Closing.

Date of Closing shall mean the date determined and established as the Date of Closing pursuant to Section 3.01.

Date of Delivery shall mean August __, 2014.

Date of Termination shall mean the first to occur of: (1) the termination of this Agreement pursuant to Section 7.11; or (2) the Annual Payment Date for the tax year in which occurs the twentieth (20th) anniversary of the Date of Closing; or (3) the date on which the City Work shall have been completed and the City shall have paid as Economic Development Payments hereunder an aggregate amount equal to the Total Economic Development Payment Commitment; or (4) the termination of this Agreement by City under Section 6.02(2) hereof.

Date of Validation shall mean that date on which a judgment entered by the Circuit Court of Jefferson County, Alabama validating and confirming the Warrant shall have become forever conclusive in accordance with, and as provided in, Section 6-6-755 of the Code of Alabama 1975.

Economic Development Payments shall mean collectively the Project Costs Amount and the Annual Property Tax Reimbursement Amount.

Enabling Law shall mean Amendment No. 772 of the Constitution of Alabama of 1901, as amended, as at any time amended or supplemented, or any successor provision of law.

Exchange Agreement shall mean that certain Exchange Agreement dated _____, 2014 by the City and the Owner, as at any time amended, restated or supplemented.

Force Majeure shall mean and include acts of God or the public enemy, strikes, lockouts, work slowdowns or stoppages or other labor disputes, insurrections, adverse weather, riots or other civil disturbances, orders of the government of the United States of America or of any state of the United States of America or of any of the departments, agencies, political subdivisions or officials of the United States of America or of any state thereof, or orders of any civil or military authority, or partial or entire failure of public utilities or other condition or event beyond the reasonable control of Owner; provided, however, Force Majeure shall not include a failure or inability to pay money.

Owner shall mean Northport Holding, LLC, and the successors and assigns thereof.

Project shall have the meaning set forth in the Recitals.

Project Costs Amount shall mean an amount equal to \$1,550,000.

Project Site shall have the meaning set forth in the Recitals.

Total City Commitment shall mean the sum of the Total Economic Development Payment Commitment and the Total City Work Commitment.

Total City Work Commitment shall mean an amount equal to \$_____.

Total Economic Development Payment Commitment shall mean the amount of Three Million One Hundred Fifty Thousand Dollars (\$3,150,000).

Warrant shall have the meaning set forth in Section 4.04.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 City. City hereby represents as follows:

(1) City has corporate power and authority to enter into this Agreement, pursuant to the Enabling Law, and to carry out its obligations hereunder, and by proper corporate action City has duly authorized the execution, delivery and performance of this Agreement.

(2) The Warrant shall be issued, sold and delivered upon condition, and purchased by Owner thereof in the reliance, that this Agreement is enforceable against City in accordance with the terms hereof.

(3) The issuance of the Warrant and the application of the proceeds thereof for the purposes set forth in this Agreement (i) will result in direct financial benefits to City and (ii) will serve a valid and

sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(4) City represents and certifies that the indebtedness of City incurred pursuant to the Enabling Law is less than 50 percent of the assessed value of the taxable property in City as determined for state taxation for the fiscal year immediately preceding the Date of Delivery.

SECTION 2.02 Owner. Owner hereby represents and warrants as follows:

(1) (a) Owner is duly organized and validly existing as a limited liability company under the laws of the State of Delaware.

(b) Owner is duly registered to do business in the State of Alabama.

(2) Owner has duly authorized the execution, delivery and performance of this Agreement.

(3) The execution, delivery and performance of this Agreement by Owner does not conflict with or result in a violation of any agreement, contract, instrument, order, writ, judgment or decree to which Owner is a party or is subject.

(4) No consent or approval by, or filing with, any governmental authority in the State of Alabama is required for the execution or delivery of this Agreement by Owner or for the full effectiveness or enforceability thereof under the laws of the State of Alabama.

(5) There is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened in writing against or affecting Owner, which involves the consummation of the transactions contemplated by, or the validity of, this Agreement.

ARTICLE 3

DETERMINATION OF DATE OF CLOSING; DURATION OF AGREEMENT

SECTION 3.01 Determination of Date of Closing. At such time as the City and the Owner are satisfied that all Closing Conditions shall have been met to the satisfaction of City and Owner, City and Owner shall determine and establish the Date of Closing for purposes of this Agreement.

SECTION 3.02 Duration of Agreement.

(1) The obligations of City and Owner hereunder shall arise on the Date of Delivery and shall continue until the Date of Termination, except with respect to any specific agreement or covenant which by its terms expressly survives termination of this Agreement.

(2) From and after the termination of this Agreement, neither party shall have any rights against the other under this Agreement save and excepting those that shall have already vested.

ARTICLE 4
AGREEMENTS AND OBLIGATIONS OF CITY

SECTION 4.01 Nature, Amount and Duration of Obligation of City. City and Owner agree:

(1) Purpose. Pursuant to this Agreement, City has agreed to undertake the City Work and pay to the Owner the Economic Development Payments determined by City to be due and payable in accordance with the terms hereof.

(2) Nature of Obligation.

The obligation of City for the payment of the costs of the City Work and the payment of the Economic Development Payments is a general obligation for which the full faith, credit and taxing power of City are hereby pledged.

(3) Maximum Amount.

Anything in this Agreement to the contrary notwithstanding, the maximum amount City shall pay under this Agreement and the Warrant shall be limited to and shall not exceed the Total City Commitment.

(4) Duration and Termination.

Anything in this Agreement or in the Warrant to the contrary notwithstanding, City shall have no obligation to pay any amount of the costs of the City Work or of Economic Development Payments under this Agreement or the Warrant:

(a) prior to the Date of Closing; or

(b) after the Date of Termination.

SECTION 4.02 Determination and Payment of Economic Development Payments.

(1) Project Costs Amount.

City covenants and agrees:

The City shall deliver the Project Costs Amount to the Owner, in immediately available funds, upon receipt of a written request therefor, satisfactory to the City, executed by a duly authorized representative of the Owner, as follows:

(a) on the Closing Date under the Exchange Agreement, the amount of \$500,000;

(b) on April 1, 2015, an amount equal to \$500,000; and

(c) on October 1, 2015, an amount equal to \$550,000.

(2) Annual Property Tax Reimbursement Amount.

(a) In order to receive an Annual Property Tax Reimbursement Amount, Owner shall execute and deliver to City, on or after January 31 in each year in which this Agreement is in effect, a Request for Payment of Annual Property Tax Reimbursement Amount in form and of content as attached as **Exhibit B** hereto.

(b) City shall, on the Annual Payment Date, determine as provided herein, and pay to Owner, the amount, if any, of the Annual Property Tax Reimbursement Amount due hereunder for the period referenced in such certificate.

(c) City will permit any attorneys, accountants or other agents or representatives designated by Owner to visit and inspect any of the accounting systems, books of account, and financial records and properties of City which pertain to the Net Project Sales Tax Proceeds and the determination of Annual Property Tax Reimbursement Amount, all at reasonable business times and upon reasonable notice.

SECTION 4.03 Performance of City Work.

(1) Promptly following the execution of this Agreement, the City shall cause Goodwyn, Mills and Cawood, Inc. to prepare preliminary grading and utility plans (collectively, the "Preliminary Plans") for the Project Site and the other real property (collectively, "Lots B and C") designated as Lots B and C on Exhibit A hereto and shall submit the same to Owner for review and approval, which approval shall not be unreasonably withheld or delayed. Upon approval of such Preliminary Plans by Owner (the "Approved Plans"), the City shall undertake the following at the City's sole cost and expense (collectively, the "City Work") subject to the limitations of Section 4.03(c):

(a) The rough grading of the Project Site and Lots B and C in substantial accordance with the Approved Plans. In addition, the Project Site shall be graded at +/-0.2 feet from finished grade and at +/-2% of 95% Standard Proctor soil compaction, as certified by Goodwyn, Mills and Cawood, Inc.;

(b) The construction and installation of water, electrical, sanitary sewer and storm drainage lines, pipe, conduit and other apparatus to the property line of the Project Site and storm water detention facilities in order to serve the Project Site and Lots B and C (in which event additional easements shall be established which benefit the Project Site and burden Lots B and C and require each such property to pay a prorata share of maintenance costs with respect to any such storm water detention facilities) in substantial accordance with Approved Plans; and

(c) The construction of (i) a public roadway from Caldwell Mill Road along the easternmost boundary of the Property, as shown in Exhibit A hereto and (ii) the extension of Healthy Way, a public roadway, from its current point of termination adjacent to the Owner Property to Caldwell Mill Road (collectively, the "Roads").

(2) The City Work shall achieve substantial completion no later than 200 days following the Date of Closing (the "Substantial Completion Date"), subject to extensions thereof as a result of any matters of Force Majeure; provided, however, that the City may elect to postpone application of the final seal coat to the Roads to a date after the Substantial Completion Date. Substantial completion of the City Work shall be conclusively presumed to have occurred upon the issuance of a certificate or letter of substantial completion of all of the City Work by Goodwyn, Mills and Cawood, Inc.

(3) Anything in this Agreement to the contrary notwithstanding, the maximum amount the City shall pay under this Agreement and the Warrant with respect to the City Work shall be limited to and shall not exceed the Total City Work Commitment.

SECTION 4.04 The Warrant.

(1) The obligation of City to pay the Total City Commitment hereunder shall be evidenced by a warrant in form and of content as the form of warrant attached to this Agreement as **Exhibit C** (the "Warrant").

(2) The Warrant shall not bear interest, shall be issued in an aggregate principal amount not exceeding the Total City Commitment, shall be dated the date of delivery, shall be delivered after the Date of Validation and on the Date of Closing, and shall mature on the Date of Termination.

(3) The Warrant shall be duly executed, sealed, and attested by City, and shall be registered by City as a conditional claim against the Total City Commitment.

(4) The Warrant shall be registered and transferred as provided therein.

ARTICLE 5
OBLIGATIONS OF OWNER

(1) Owner hereby agrees to duly and punctually observe and perform all agreements thereof under this Agreement.

(2) (a) Owner agrees to defend, protect, indemnify, and hold harmless City, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorney's fees and cost of suit, arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the negligent misconduct of City, its agents, employees, and members of its governing body: (i) any construction activity performed by Owner, or anyone claiming by through, or under Owner; and (ii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of the Project, including, without limitation, tenants, customers and invitees of the Project and/or Owner.

(b) The agreements and covenants in this Article 5 shall survive the termination of this Agreement with respect to events or occurrences happening prior to or upon the termination of this Agreement and shall remain in full force and effect until commencement of an action with respect to any thereof shall be prohibited by law.

ARTICLE 6
EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default.

Any one or more of the following shall constitute an event of default by City or Owner hereunder (an "Event of Default") under this Agreement:

(1) default in the performance, or breach, of any covenant or warranty of City in this Agreement, including without limitation default in the payment of the Project Cost Amount, any Annual Property Tax Reimbursement Amount under Section 4.02 hereof, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to City by Owner a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of Owner in this Agreement, and the continuance of such default or breach for a period of thirty (30) days after there has been given, by registered or certified mail, to Owner by City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, Owner shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default;

(3) the occurrence of an Act of Insolvency with respect to Owner; or

(4) any material representation or warranty made by or on behalf of Owner in this Agreement, or otherwise made in any manner to City shall be false, misleading or incorrect at the time made.

SECTION 6.02 Remedies.

(1) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

(2) Anything in this Agreement to the contrary notwithstanding, City may terminate this Agreement upon the occurrence of an Event of Default under Section 6.01(2), Section 6.01(3), or Section 6.01(4), whereupon City shall have no further obligation hereunder.

SECTION 6.03 Remedies Subject to Applicable Law.

All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7
PROVISIONS OF GENERAL APPLICATION

SECTION 7.01 Enforceability.

The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

SECTION 7.02 Prior Agreements Cancelled.

This Agreement shall completely and fully supersede all other prior agreements, both written and oral, by the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

SECTION 7.03 Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

SECTION 7.04 Binding Effect; Governing Law.

(1) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein.

(2) This Agreement shall be governed exclusively by the laws of the State of Alabama.

SECTION 7.05 Notices.

(1) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

if to City:

City of Vestavia Hills, Alabama
City Hall
513 Montgomery Highway
Vestavia Hills, Alabama 35216

if to Owner:

Northport Holding, LLC
931 Fairfax Park
Tuscaloosa, Alabama 35406

(2) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

SECTION 7.06 Delegation and Assignment of this Agreement by Owner.

(1) During the period beginning on the Date of Delivery and ending on the Completion Date, Owner shall have no authority or power to, and shall not, without the prior written consent of the City (which shall not be unreasonably withheld, delayed or conditioned), delegate to any Person the duty or obligation to observe or perform any agreement or obligation of Owner hereunder.

(2) During the period beginning on the Date of Delivery and ending on the Completion Date, Owner shall not have any authority or power to, and shall not, without the prior written consent of City (which shall not be unreasonably withheld, delayed or conditioned), assign or pledge to any Person any right of Owner hereunder or any interest of Owner herein.

SECTION 7.07 Amendments.

This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

SECTION 7.08 Agreement Not To Be a Negotiable Instrument; Registration of Agreement and Assignment or Pledge of this Agreement.

(1) This Agreement (i) shall not operate or be construed as a negotiable instrument under the laws of the State of Alabama (including without limitation the Uniform Commercial Code as at any time in effect in Alabama) and (ii) may not be assigned, pledged, or transferred except in accordance with this Section.

(2) This Agreement shall be registered in the name of Owner, or any permitted assignee, on the books of City maintained for such purpose. Owner, or any permitted assignee in whose name this Agreement shall be registered as provided herein, may, upon prior compliance with Section 7.06 (to the

extent then applicable), assign or pledge any right hereunder or interest herein only upon (i) surrender of this Agreement to City, (ii) recordation of such assignment or pledge on such books, and (iii) endorsement of such assignment or pledge by City on the Registration of Ownership attached hereto. Owner, or any such permitted assignee, shall pay all expenses of City in connection with compliance with Section 7.06 and this Section.

(3) Each permitted assignee shall take this Agreement subject to all payments of the Annual Property Tax Reimbursement Amount that shall have been made hereunder, and all amendments, modifications and supplements that shall have been made hereto, prior to the date of registration of this Agreement in the name of such permitted assignee.

Section 7.09 No Joint Venture.

City and Owner agree this Agreement shall not operate or be construed to create a joint venture between or by City and Owner.

Section 7.10 Consent to Jurisdiction.

Owner agrees that it (and any successor entity or corporation by merger or consolidation) will continuously remain qualified to do business in the State of Alabama at all times during which this Agreement is in effect. Both City and Owner, for themselves and their respective successors and assigns, (a) irrevocably agree that any suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in the Circuit Court of Jefferson County, Alabama, and generally and unconditionally accept and irrevocably submit to the exclusive jurisdiction of the aforesaid court and irrevocably agree to be bound by any final judgment rendered thereby from which no appeal has been taken or is available in connection with this Agreement, (b) irrevocably waive any objection either may have now or hereafter to the laying of the venue of any such suit, action or proceeding, including, without limitation, any objection based on the grounds of forum non conveniens, in the aforesaid court, (c) agree not to commence any action, suit or proceeding relating hereto except in the aforesaid court, and (d) irrevocably agree that all process, summons, notices or documents in any such proceedings in any such court may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to them at their respective addresses set forth in Section 7.05 or at such other address of which the other parties shall have been notified in accordance with the provisions of Section 7.05, such service being hereby acknowledged by City and Owner to be effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

Section 7.11 Rights of Termination.

City and Owner agree that, anything in this Agreement to the contrary notwithstanding:

(1) Owner may, in its sole and absolute discretion, terminate this Agreement on _____, 2014, if the Closing Conditions are not satisfied prior to or on such date;

(2) City may, in its sole and absolute discretion, terminate this Agreement on _____, 2014, if the Closing Conditions are not satisfied prior to or on such date.

IN WITNESS WHEREOF, City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and Owner has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

SEAL

By _____
City Manager

ATTEST: _____
City Clerk

**NORTHPORT HOLDING, LLC, a Delaware
limited liability company**

By: _____ (L.S.)

Its: _____

REGISTRATION OF OWNERSHIP

In accordance with Section 7.08 of the Special Economic Development Agreement to which this Schedule is attached, this Agreement is registered in the name of the last owner hereof named below and such owner has all interests of the person named as Owner in such Agreement.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	Signature of Authorized <u>Officer of City</u>
Date of Closing	Northport Holding, LLC	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A
LEGAL DESCRIPTION OF PROJECT SITE

EXHIBIT B

Request for Payment of Annual Property Tax Reimbursement Amount

From: Northport Holding, LLC

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Special Economic Development Agreement dated the Date of Delivery by City of Vestavia Hills, Alabama (the "City") and Northport Holding, LLC (the "Owner").**

The undersigned, as Owner under the above Agreement, hereby requests payment to Owner by City of the Annual Property Tax Reimbursement Amount, to be determined by City as provided in the Agreement, for the following tax year:

_____ 1, 20__ to _____ 1, 20__

and in connection therewith does hereby represent, warrant and certify to City as follows:

1. (a) The total amount paid by Owner as ad valorem taxes with respect to the Project for the above tax year was \$_____.
- (b) Attached hereto is a true and correct copy of the ad valorem tax bill for the Project for the above tax year, setting forth the assessed value of the Project and the total amount of ad valorem taxes due for such tax year.
2. Owner is in full compliance with the agreements and covenants thereof under the Agreement and no Event of Default, or any event which upon notice, or lapse of time, or both shall become an Event of Default, has occurred and is continuing.
3. The Agreement is in full force and effect.
4. Owner is in full compliance with all applicable resolutions and regulations of City.

Capitalized terms used herein shall have the respective meanings assigned in the above Agreement.

In Witness Whereof, the undersigned Owner has caused this instrument to be executed in its name, under seal, by an officer thereof duly authorized thereunto.

Northport Holding, LLC
as Owner

By _____

Its _____

EXHIBIT C

Form of Warrant

THIS WARRANT, AND ANY INTEREST HEREIN, MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH THE WITHIN-REFERENCED AGREEMENT AND APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS
ECONOMIC DEVELOPMENT WARRANT
(NORTHPORT HOLDING, LLC)**

No. R-1

DATED DATE:

_____, 2014

MATURITY DATE:

Date of Termination

City OF VESTAVIA HILLS, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "City"), for value received, hereby acknowledges itself indebted to

NORTHPORT HOLDING, LLC

or registered assigns (collectively the "Warrantholder") in a principal amount not exceeding

_____ MILLION _____ THOUSAND DOLLARS
(\$ _____)

as determined pursuant to the within-referenced Agreement, and hereby orders and directs the Finance Director of City to pay, to the Warrantholder or as provided in the Agreement, solely from the amounts deposited in the Warrant Fund hereinafter designated, said principal amount, without interest, as provided in the within-referenced Agreement, until and including the Maturity Date specified above.

Authority for Issuance

This Warrant is issued pursuant to the authority of the Constitution and laws of the State of Alabama, including particularly and without limitation Amendment No. 772 of the Constitution of Alabama of 1901, as amended (collectively the "Enabling Law"), and that certain Special Economic Development Agreement dated the above Dated Date (the "Agreement") by City and Northport Holding, LLC.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Warrantholder, by acceptance of this Warrant, assents and agrees to be bound.

Payment

This Warrant is payable solely from amounts made available as the Total City Commitment on the terms and as provided in Article 4 of the Agreement.

The City has established a special fund designated "Warrant Fund" (the "Warrant Fund") for the payment of this Warrant and has obligated itself to pay or cause to be paid into the Warrant Fund sums sufficient to provide for the payment of this Warrant as provided in the Agreement.

Payment of this Warrant shall be made as provided in the Agreement; provided the final payment of principal of this Warrant shall be made only upon presentation and surrender of this Warrant to City for cancellation.

Each payment of principal made on this Warrant shall be reflected by the notations made by City on its internal records (which may be kept by computer or by other means determined by City) and City is hereby authorized so to record thereon all such payments. All payments of principal on this Warrant and the aggregate unpaid principal amount of this Warrant reflected on the internal records of City (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid.

All payments of principal of this Warrant by City shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of City upon this Warrant to the extent of the amounts so paid.

The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes.

Registration and Transfer

This Warrant is registered as to principal and interest in the name of the Warrantholder on the book of registration maintained for that purpose by City.

This Warrant may be transferred only upon written direction of the registered owner or his legal representative, addressed to City, presentation of this Warrant to City accompanied by a written instrument of transfer, satisfactory to City, duly executed by the registered owner or his attorney duly authorized in writing, and compliance with Section 7.06 and Section 7.08 of the Agreement. Upon presentation of this Warrant to City for transfer, City shall record such transfer on the said book of registration and execute and deliver, in exchange for this Warrant, a new warrant or warrants of like tenor hereof, registered in the name of the transferee in an aggregate principal amount equal to the unpaid or unredeemed portion of the principal of this Warrant. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

General

No covenant or agreement contained in this Warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of City in the individual capacity thereof and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that this Warrant represents a valid claim against the Warrant Fund, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, the adoption of the resolution approving the Agreement, and the execution and delivery of the Agreement, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this Warrant, together with all other indebtedness of City, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, City, acting by and through City Council of City, as the governing body thereof, has caused this Warrant to be executed in its name and on its behalf by the Mayor of City, has caused its corporate seal to be affixed hereto and the same attested by City Clerk of City, and has caused this Warrant to be dated the date and year first above written.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

Date of Closing: _____, 2014

The undersigned hereby certifies that this Warrant has been duly registered as a conditional claim against City of Vestavia Hills, in the State of Alabama, and the Warrant Fund referred to herein, on the Date of Closing referenced above.

Finance Director of City of Vestavia Hills,
Alabama

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Jefferson County, State of Alabama entered on the _____ day of _____, 2014.

/s/ _____
Clerk of Circuit Court of Jefferson County,
State of Alabama

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____, this Warrant and hereby irrevocably constitute(s) and appoint(s) _____ its attorney to transfer this Warrant on the books of the within named City with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

RESOLUTION NUMBER 4626

A RESOLUTION ACCEPTING BIDS FOR A PROPOSED PEDESTRIAN BRIDGE AND IMPROVEMENTS AT MCCALLUM PARK

WHEREAS, on July 22, 2014 the City of Vestavia Hills publicly read aloud bids submitted for bid packages for construction of a pedestrian bridge and certain other improvement alternates at McCallum Park; and

WHEREAS, the Public Services Director has reviewed the bids and recommended the following bid package and alternates to be accepted:

- (a) Base bid package Submitted by Sprouse Construction for pedestrian bridge at a cost not to exceed \$248,960; and
- (b) Alternates 1, 2 3, and 4 to be awarded resulting in alternate bid amount of \$59,500 including base bid (Alternate 1 - \$24,000; Alternate 2 – \$2,500; Alternate 3 - \$8,000; and Alternate 4 - \$25,000); and

WHEREAS, in a memorandum dated August 7, 2014 to the City Manager, the Public Services Director detailed the bid package results and alternates in an official tabulation along with recommendation for acceptance as stated above, a copy of which is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4626 as though written fully therein; and

WHEREAS, the Public Services Director indicated that the total contract cost of the project would not exceed \$308,460; a portion of which would be reimbursed through two grants of \$50,000 each (total \$100,000) and a \$100,000 donation from the Park and Recreation Foundation with the remaining \$108,469 to be expensed to Capital Projects Fund; and

WHEREAS, the City Manager has reviewed the recommendations set forth by the Public Services Director and has recommended acceptance of said base bid and alternates as detailed in “Exhibit A;” and

WHEREAS, the Mayor and City Council feel it is in the best public interest to follow the recommendations of the City Manager and the Public Services Director and accept said bids as detailed above.

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

1. The following bid packages as detailed in Exhibit A attached and recommended by the City Manager and the Public Services Director are hereby accepted as follows:

- a. Base bid package Submitted by Sprouse Construction for pedestrian bridge at a cost not to exceed \$248,960; and
 - b. Alternates 1, 2 3, and 4 to be awarded resulting in alternate bid amount of \$59,500 including base bid (Alternate 1 - \$24,000; Alternate 2 – \$2,500; Alternate 3 - \$8,000; and Alternate 4 (\$25,000); and
2. The City Manager is hereby authorized to execute and deliver all documents including, but not limited to contracts (following review and approval by the City Attorney) and requisitions pursuant to said bid detail up to the aforesaid amounts detailed in Exhibit A; and
3. This Resolution Number 4626 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

Interoffice Memo

August 8, 2014

TO: Jeff Downes
City Manager

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

RE: McCallum Park

As part of the Healthy Living Campaign in a partnership with the Vestavia Hills Parks and Recreation Foundation, we received bids for a bridge crossing at McCallum Park and trail expansion.

We received 3 bids for the base bid, which is the bridge across Little Shades Creek, and 6 alternates, which include the following:

- Additional 500 linear feet of trail
- Additional 1 acre of clearing
- Composite wood decking for the bridge
- Low water crossing
- Rock seating area around bridge foundation
- Additional gravel to the parking area

Please see attached bid summary. I am recommending that we accept Sprouse Construction base bid and alternates 1 through 4 at a total cost of \$308,460.00. We have 2 grants of \$50,000 each for a total of \$100,000, and as stated above our partnership with the foundation has a match of an additional \$100,000. The city will need \$108,460 to cover the remaining amount.

Please let me know if you have any questions, and I look forward to discussing with you further.

Attachment: Bid Summary

McCallum Park Pedestrian Bridge and Trails

Bid date: July 22, 2014

Bid Summary

	Battle Miller		Walker Patton		Sprouse	
	bid amount	cumulative	bid amount	cumulative	bid amount	cumulative
Base bid*	\$ 258,800.00	\$ 258,800.00	\$ 329,169.00	\$ 329,169.00	\$ 248,960.00	\$ 248,960.00
Alt 1 -- add 500' trail	\$ 16,000.00	\$ 274,800.00	\$ 15,000.00	\$ 344,169.00	\$ 24,000.00	\$ 272,960.00
Alt 2 -- add 1 acre clearing	\$ 4,000.00	\$ 278,800.00	\$ 7,500.00	\$ 351,669.00	\$ 2,500.00	\$ 275,460.00
Alt 3 -- add Trex decking	\$ 25,000.00	\$ 303,800.00	\$ 9,600.00	\$ 361,269.00	\$ 8,000.00	\$ 283,460.00
Alt 4 -- add low water xing	\$ 20,000.00	\$ 323,800.00	\$ 25,000.00	\$ 386,269.00	\$ 25,000.00	\$ 308,460.00
Alt 5 -- add rock seating	\$ 8,000.00	\$ 331,800.00	\$ 6,250.00	\$ 392,519.00	\$ 10,500.00	\$ 318,960.00
Alt 6 -- add gravel to parking	\$ 5,000.00	\$ 336,800.00	\$ 32,400.00	\$ 424,919.00	\$ 25,000.00	\$ 343,960.00
Total Bid	\$ 336,800.00		\$ 424,919.00		\$ 343,960.00	

<==

* Base bid includes bridge, ramps, concrete sidewalk, 1000 LF of trail, 1 acre clearing, and grass seeding

RESOLUTION NUMBER 4627

A RESOLUTION APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET AND A CAPITAL PROJECT FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2014 UNTIL SEPTEMBER 30, 2015.

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$34,660,425 including transfers out, to be effective for the period beginning October 1, 2014, through September 30, 2015; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$2,877,994 including transfers from the General Fund, to be effective for the period beginning October 1, 2014, through September 30, 2015; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$1,120,579 to be effective for the period beginning October 1, 2014, through September 30, 2015.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or

refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$31,195,382, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2014-2015 upon the terms conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$2,590,194, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2014-2015 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$1,008,521, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2014-2015 upon the terms, conditions and provisions set forth below.

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$31,195,382, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$34,660,425 multiplied by 90% equals
\$31,195,382; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$2,590,194 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$2,877,994 multiplied by 90% equals
\$2,590,194; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$1,008,521 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$1,120,579 multiplied by 90% equals
\$1,008,521; and

3. The City Manager is hereby authorized to expend the sum of \$31,195,382 from the General Fund, \$2,590,194 from the Special Revenue Fund and \$1,008,521 from the Capital Projects Fund for municipal expenses for the period beginning October 1, 2014, and ending September 30, 2015.

4. Copies of the budget outlines are attached hereto, marked as Exhibit “A” and incorporated into this Resolution by reference as though set out fully herein.

5. This Resolution shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 25th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2015**

REVENUE:	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>TOTAL</u>
STATE REVENUE	145,011			435,661
COUNTY REVENUE	14,084,683		290,650	14,084,683
CITY REVENUE	19,824,067			19,824,067
PARKS & RECREATION	383,500			383,500
4 CENT GASOLINE TAX		156,600		156,600
5 CENT GASOLINE TAX		76,020		76,020
7 CENT GASOLINE TAX		887,000		887,000
E-911 FUNDS		731,860		731,860
COURT & CORRECTIONS		343,604		343,604
LIBRARY STATE AID		18,687		18,687
LIBRARY BOOKS & DONATIONS		296,500		296,500
VEHICLE TAGS / ADMINISTRATION		125,100		<u>125,100</u>
TOTAL REVENUE	\$34,437,261	\$2,635,371	\$290,650	\$37,363,282

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2015**

EXPENDITURES:	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>TOTAL</u>
NON DEPARTMENTAL	7,057,673			7,057,673
CITY COUNCIL	71,671			71,671
MAYOR & ADMINISTRATION	1,105,036		6,291	1,111,327
CITY CLERK	327,004		6,471	333,475
MUNICIPAL COMPLEX	258,977			258,977
INFORMATION SERVICES / TECHNOLOGY	684,957		72,875	757,832
POLICE	7,178,398		368,866	7,547,264
FIRE	8,959,744		474,989	9,434,733
BUILDING SAFETY & INSPECTIONS	385,809			385,809
PUBLIC SERVICES	5,834,126		184,796	6,018,922
CITY GARAGE	293,279			293,279
PUBLIC LIBRARY	1,803,820		6,291	1,810,111
4 CENT GASOLINE TAX		156,600		156,600
5 CENT GASOLINE TAX		76,020		76,020
7 CENT GASOLINE TAX		1,016,740		1,016,740
E-911 FUNDS		820,352		820,352
COURT & CORRECTIONS		363,860		363,860
LIBRARY STATE AID		18,687		18,687
LIBRARY BOOKS & DONATIONS		316,842		316,842
VEHICLE TAGS / ADMINISTRATION		108,893		108,893
SUB-TOTAL EXPENDITURES	\$33,960,494	\$2,877,994	\$1,120,579	\$37,959,067
TRANSFER-OUT:				
Special Funds (from General Fund)	29,388			29,388
Capital Reserve Fund (from GF - Sales Tax %)	670,543			670,543
TOTAL - TRANSFER-OUT	\$699,931			\$699,931
TOTAL EXPENDITURES	\$34,660,425	\$2,877,994	\$1,120,579	\$38,658,998

CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2015

<u>OTHER REVENUE SOURCES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>TOTAL</u>
TRANSFER-IN:				
Special Funds (from General Fund)		29,388		29,388
Capital Items (use of projected 2015 Capital Reserve Funds)			670,543	670,543
TOTAL - OTHER REVENUE SOURCES	\$0	\$29,388	\$670,543	\$699,931
REVENUE OVER / (UNDER) EXPENDITURES	(\$223,164)	(\$213,235)	(\$159,386)	(\$595,785)
USE OF RESERVES / FUND BALANCE	\$223,164	\$213,235	\$159,386	\$595,785
REPORT BALANCE	\$0	\$0	\$0	\$0

RESOLUTION NUMBER 4628

A RESOLUTION ELECTING TO PROVIDE A ONE-TIME BONUS TO CITY RETIREES PURSUANT TO ALABAMA ACT # 2014-429

WHEREAS, at the last legislative session of the Alabama Legislature, the State of Alabama enacted Act Number 2014-429 which provided a one-time lump sum payment to retirees of the Retirement System of Alabama (“RSA”) equivalent to \$2 per month for each year of service or \$300, whichever is greater; and

WHEREAS, if approved, the RSA will pay the bonuses to retirees up from on October 2015 and allow Cities to pay back the employer contribution throughout the next fiscal year; and

WHEREAS, the City Manager has reviewed the bonus calculations and historical information of retiree increases throughout the years and determined that the one-time bonus would sincerely benefit City retirees in assisting them to meet escalating costs in a currently declining economy; and

WHEREAS, the City Manager has reviewed the City’s revenues and expenditures and recommended that the one-time bonus be given in the estimated amount of \$57,646; and

WHEREAS, the Mayor and City Council has reviewed the recommendation of the City Manager and determined it is in the best public interest to approve said recommendation and recognizing retirees for the unwavering services that they provided to the City during their years of service.

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

1. The Mayor and City Council hereby authorizes the City Manager to fund the 2014 retiree bonus for retirees of the City of Vestavia Hills pursuant to Act No. 2014-429; and

2. The City Manager shall deliver a copy of this Resolution Number 4628 to the State of Alabama prior to the August 31, 2014 deadline; and
3. This Resolution Number 4628 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 25th day of August, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE

July 31, 2014

The Honorable Alberto Zaragoza
City of Vestavia Hills
PO Box 660854
Vestavia Hills, AL 35266-0854

Dear Mayor Zaragoza,

The passage of ACT#2014-429 in the last legislative session gave the City of Vestavia Hills the authorization to give a bonus to their retirees in October 2014. Approval to fund this bonus will provide the retirees from the City of Vestavia Hills with a one-time lump sum payment of \$2.00 per month for each year of service or \$300.00, whichever is greater.

The Retirement Systems of Alabama (RSA) will pay the bonuses up front, allowing cities to pay them back through their monthly employer contribution made to RSA beginning **October 2015** and ending **September 2016**. RSA will also accept payment in full when the resolution authorizing the bonus is submitted. The estimated cost for the City of Vestavia Hills is \$57,646.

This information has been previously provided to the city council, but we want to be sure you are aware that only four weeks remain for you to act on behalf of the retirees.

ARSEA/APEAL respectfully requests the City of Vestavia Hills to fund the 2014 retiree bonus and submit the required resolution before the August 31, 2014 deadline.

Sincerely,

A handwritten signature in black ink that reads "Liane Kelly".