

**Vestavia Hills
City Council Agenda
February 22, 2016
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Donald Harwell, Vestavia Hills Resident
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner III, Finance Director
9. Approval of Minutes – January 28-29, 2016 (Work Session) and February 8, 2016 (Regular Meeting)

Old Business

10. Ordinance Number 2630 – Annexation – 90-Day Final – 1724 Vestaview Lane, Charles Farrell, III, Owner
11. Ordinance Number 2631 – Rezoning – 1724 Vestaview Lane; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Compatible Zoning For Annexation; Charles Farrell, III, Owner
12. Ordinance Number 2632 – Annexation – 90-Day Final – 2738 Rocky Ridge Road; Cameron Eaton And Tison Barganier
13. Ordinance Number 2633 – Rezoning – 2739 Rocky Ridge Road; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Compatible Zoning For Annexation With A 40’ Front Setback Similar To Adjacent Developments; Cameron Eaton And Tison Barganier, Owners
14. Ordinance Number 2634 – An Ordinance To Amend Section 12-1 Of The Vestavia Hills Code Of Ordinances Entitled “Wald Park” And Amending Ordinance Number 2255 Section 1 Entitled “Park Rules And Regulations” To Establish Amended Rules, Regulations And Hours Of Operation For Wald Park
15. Ordinance Number 2635 – An Ordinance To Amend Section 12-2, Vestavia Hills Code Of Ordinances, Republished 2015 Entitled “Liberty Park Sports Complex” And Section 1 Of Ordinance Number 2256 Entitled “Park Rules And Regulations”, To Amend Hours Of Operation, Rules And Regulations For Liberty Park Sports Complex

16. Ordinance Number 2636 – An Ordinance To Amend Section 12-3 Of The Vestavia Hills Code Of Ordinances Republished 2015 Entitled “Little Shades Creek Park” And To Amend Section 2 Of Ordinance Number 2178 Entitled “Park Rules And Regulations”, To Amend Regulation Of The Hours Of Operation, Rules And Regulations For McCallum Park
17. Ordinance Number 2637 – An Ordinance To Amend Section 12-4 Of The Vestavia Hills Code Of Ordinances Republished 2015 Entitled “Vestavia Hills Athletic Complex Cahaba Heights” And To Amend Section 1 Of Ordinance Number 2257 Entitled “Park Rules And Regulations” To Amend Regulation Of The Hours Of Operation, Rules And Regulations For Vestavia Hills Athletic Complex Cahaba Heights
18. Ordinance Number 2638 – An Ordinance To Amend Section 12-5 Of The Vestavia Hills Code Of Ordinances Republished 2015 Entitled “Byrd Park” And To Amend Section 1 Of Ordinance Number 2180 Entitled “Park Rules And Regulations” For Amended Regulation Of The Hours Of Operation, Rules And Regulations For Byrd Park
19. Ordinance Number 2639 – An Ordinance To Amend Section 12-6 Vestavia Hills Code Of Ordinances Entitled “Shallowford Park” And Amend Section 1 Of Ordinance Number 2181 Entitled “Park Rules And Regulations” To Amend The Hours Of Operation, Rules And Regulations For Shallowford Park
20. Ordinance Number 2640 – An Ordinance Naming The Sicard Hollow Athletic Complex, Regulating The Hours Of Operation, And Establishing Rules And Regulations For Said Park
21. Ordinance Number 2641 – An Ordinance Naming The Meadowlawn Park, Regulating The Hours Of Operation, And Establishing Rules And Regulations For Said Park
22. Resolution Number 4794 - Annexation – 90-Day – 3425 Jones Drive; Estate of Millie Weaver, Owner
23. Ordinance Number 2642 - Annexation – Overnight – 3425 Jones Drive, Estate of Millie Weaver, Owner
24. Resolution Number 4795 – Annexation – 90-Day – 2510 and 2512 Dolly Ridge Road, Lots 21 & 22, Dolly Ridge Estates; Don and Kristie Garrett and Todd and Leeba Strong, Owners
25. Ordinance Number 2643 – Annexation – Overnight – 2510 and 2512 Dolly Ridge Road, Lots 21 & 22, Dolly Ridge Estates; Don and Kristie Garrett and Todd and Leeba Strong, Owners
26. Resolution Number 4796 – Annexation – 90-Day – 2611 Alta Vista Circle, Lot 7, Altadena Valley Country Club Sector; Chad Speegle, Owner
27. Ordinance Number 2644 – Annexation – Overnight – 2611 Alta Vista Circle, Lot 7, Altadena Valley Country Club Sector, Chad Speegle, Owner

28. Resolution Number 4797 – Annexation – 90-Day – 2425 Kenvil Circle; Lot 37, Resurvey of Lots 18-20, 33-37 & 46-48, Buckhead, 2nd Sector; Anna and Brandon Rooks, Owners
29. Ordinance Number 2645 – Annexation – Overnight – 2425 Kenvil Circle; Lot 37, Resurvey of Lots 18-20, 33-37 & 46-48, Buckhead, 2nd Sector; Anna and Brandon Rooks, Owners
30. Resolution Number 4798 – Annexation – 90-Day – 4705 Caldwell Mill Road; David Acton Building Corporation, Owners

New Business

31. Resolution Number 4800 – A Resolution appointing a member to the Vestavia Hills Board of Education to fill the unexpired term of Shera Grant
32. Resolution Number 4801 – A Resolution Authorizing Alabama Department Of Transportation Access For Improvements For TOPICS Phase VIII STPBH-9802(88) Green Valley
33. Resolution Number 4802 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Alabama Department Of Transportation For TOPICS Phase VIII STPBH-9802(88) Green Valley

New Business (Requesting Unanimous Consent)

34. Resolution Number 4806 - A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Caprine, Williams Blackstock, And Brailsford And Dunlavey For Professional Services For The Wald Park Master Plan – Phase III (Development Of The Wald Park Redevelopment Master Plan)

First Reading (No Action Taken At This Meeting)

35. Resolution Number 4803 – A Resolution Authorizing the City Manager To Hire 3 New Police Officers And 3 New Firefighter/Paramedics
36. Resolution Number 4804 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An (MOU) Agreement With Jefferson County For Storm Debris Removal From Devastating Storms Which May Occur In The City Of Vestavia Hills, Alabama
37. Ordinance Number 2647 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement For Cost Sharing For The Grants Mill Road Corridor Study

38. Resolution Number 4805 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Sain Associates For Professional Traffic Engineering Services Associated With A Corridor Study Of A Defined Segment Of Dolly Ridge Road From E.A. Hollis Drive To Pump House Road/Cahaba Heights Road
39. Citizens Comments
40. Executive Session – Ongoing Litigation
41. Motion For Adjournment

CITY OF VESTAVIA HILLS
CITY COUNCIL
WORK SESSION
MINUTES

JANUARY 28-29, 2016

The City Council of Vestavia Hills met in a work session on this date at 8:30 AM following posting/publishing pursuant to Alabama law in the Board Room; Guntersville State Park, Guntersville, Alabama. The Mayor called the work session to order and the City Clerk checked the roll with the following:

MEMBERS PRESENT:

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

MEMBERS ABSENT:

George Pierce

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Dan Rary, Police Chief
Jim St. John, Fire Chief
Darrin Estes, IT Director
Mark Salter, Fleet Services Director
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Taneisha Tucker, Library Director

The Mayor, City Council, City Manager and Department Heads entered into discussions of various City issues, including, but not limited to:

- Public Relations – Digital Media Strategy Development with representatives from ZeeKee Interactive;
- Continuation of the sidewalk master plan;
- Swimming pool, pool house repairs;
- Wald Park Planning Committee;
- Relocation of the Public Works facility;
- Dolly Ridge Road expansion;
- Whiteway lights; and
- Potential slide event in the Rocky Ridge Road Entertainment District.

The group met at length regarding the above-described topics. At 5:00 PM, the meeting recessed to resume in the morning at 8:00 AM.

WORK SESSION RESUMES

At 8:00 AM, January 29, 2016, the meeting resumed and the roll was checked with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
John Henley
George Pierce
Jim Sharp

MEMBERS ABSENT:

Steve Ammons, Mayor Pro-Tem

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Dan Rary, Police Chief
Jim St. John, Fire Chief
Darrin Estes, IT Director
Mark Salter, Fleet Services Director
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Taneisha Tucker, Library Director

- Annexations and possible revision to the City's 2007 Standing Annexation Policy;
- Departmental updates and upcoming needs within departments depending on growth and annexation;
- Upcoming developments and projects within the City

Departments Heads dismissed at noon.

The Council and City Manager continued discussions at length on the following issues:

- Predictive Index results of Council;
- Personnel discussions; and
- Meeting start times.

There being no further business, the meeting adjourned at 1:10 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

FEBRUARY 8, 2016

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Treasurer
George Sawaya, Deputy Treasurer
Dan Rary, Police Chief
Jim St. John, Fire Chief
Marvin Green, Deputy Fire Chief
Terry Ray, Deputy Fire Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Jason Burnett, Parks and Recreation

Invocation was given by Jason Burnett, Vestavia Hills Parks and Recreation Department, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION, CANDIDATES

- Mr. Pierce welcomed James Robinson and Gary Jordan from the Chamber of Commerce.
- Mr. Henley announced that 15 Board of Education applications were received for the unexpired term of Shera Grant. Interviews will be held Wednesday, February 17, 2016, beginning at 7:30 AM. Applicants include: Jonathan Vickers, David Powell, Charlie Shah, Pat Dewees, Lloyd Peeples, Lisa Baker, Janell Ahnert,

Allison Maners, Thomas Parchman, Kimberly Cook, Kristin Henderson, Celia Anthony, Steve Bendall, and Jeffery Dugas.

- Mayor Zaragoza reported that Mr. Dave Belcher passed away recently. He remembered Mr. Belcher's service to the Board of Education as well as the City Council and was always someone known for his and his family's involvement in the City. He asked everyone for a moment of silence for the Belcher family.

PROCLAMATION

The Mayor presented a proclamation designating the week of February 8-14, 2016 as FBLA-PBL week. Mr. Downes read the proclamation to the audience and the Mayor and Council presented it to Mr. Alex Goodwine from District 2 and a student at VHHS.

CITY MANAGER'S REPORT

- Mr. Downes presented a report depicting sales tax collections compared to historical numbers which shows an increase as compared to prior years. He reminded the Council that soon the Sprouts will open. This summer Chick-fil-A will open and at the end of the year, Publix at Patchwork should open.
- Uber has filed for a business license and begun operating in the City.
- Mr. Downes reported that he has received several reports of feral cats in the Cahaba Heights area. He indicated he will put together a committee to study an ordinance to deal with the feral cat problem. The Mayor stated that he has asked George Pierce to chair the committee and Mr. Ammons to also participate. Mr. Downes stated that he has invited the City Clerk and the compliance officer to also participate.
- The Meadowlawn Park to be constructed off Dolly Ridge Road has been delayed because of the moving of the homes on the property. The City will go out and demolish the remaining homes and move forward with construction of the park if the mover doesn't move them by next Monday.

COUNCILORS' REPORTS

- Mr. Ammons stated that he went to VHHS and presented a proclamation to Coach Gaydosh during his last dual match for his teaching career before retiring. He indicated that the wrestling room was named after him by the Superintendent of Education.
- Mr. Henley introduced Cinnamon McCulley, the new Executive Director of the Library Foundation.
- Mr. Pierce stated that he attended the cheerleader finals in Florida and the High School cheerleaders came in 4th place and the Liberty Park cheerleaders didn't place. However, he indicated, they all represented the schools very well.

- Mr. Ammons announced the groundbreaking of the new retail center at Patchwork Farms with the anchor being Publix. Mr. Downes stated that the center will be approximately 112,000 square feet, which is significant.

APPROVAL OF MINUTES

The minutes of January 25, 2016 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of January 25, 2016 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll call vote as follows:

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

OLD BUSINESS

RESOLUTION NUMBER 4789

Resolution Number 4789 – A Resolution Adopting The 2014 Jefferson County Multi-Hazard Mitigation Plan (*Public Hearing*)

MOTION Motion to approve Resolution Number 4789 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes explained that the Jefferson County Multi-Hazard Mitigation Plan is revised every five years. He indicated that future FEMA funding will only be available if the City participates in this plan. It has been reviewed by the Fire Department.

Chief Green went over the key points of the plan and stated that, if approved, the plan would go into effect immediately.

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

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

ORDINANCE NUMBER 2628

Ordinance Number 2628 – An Ordinance Granting Conditional Use Approval For The Intended Purpose Of Allowing Subleasing Of A Single Family Residence To Three (3) Unrelated Individuals Until May 2016 (Public Hearing)

MOTION Motion to approve Ordinance Number 2628 was by Mr. Pierce and second was by Mr. Sharp.

Ms. Leavings explained that this originally derived in her office as a zoning complaint. The applicant purchased the home in December 2014 and lived there with three roommates. The owner was reported in the summer of 2015 and once college was back in session and it was verified that there were unrelated adults living there, he was cited with a zoning violation. The owner chose to request relief to allow the four individuals to live on the premises until the end of May 2016. This request was presented to the Planning and Zoning Commission which voted not to recommend approval of the request. The request is now before the City Council for a final decision.

Albert Elmore, owner of the property addressed the City Council and stated that he was unaware of the zoning violation until he received the City's notice 7 months after having moved into the home. He stated that he graduates soon and has been offered a job in the Birmingham area. He indicated that if this request is granted, in May the other two occupants of the home will leave and he will continue to reside there with one other roommate which is allowed within the zoning.

Discussion ensued as to the length of time Mr. Elmore owned the property, etc.

The Mayor opened the floor for a public hearing.

The following individuals spoke in favor of the request and are residents of the home at 1708 Carovel Circle:

1. William Hembey;
2. Brandon Sourman; and
3. T. J. Hannafin.

The following individuals spoke against approval of the request:

1. Casey Odell 1733 Carovel Circle;
2. David Harwell, 1803 Catala Road;
3. Jarod Smith, 1712 Carovel Circle; and
4. Trish Cleveland, 1749 Carovel Circle.

Reasons for concern included beginning a precedent of allowing students to occupy single family residential homes in existing communities within the proximity of

universities; the taxation of the property as multi-family; the upkeep of the property since the students moved into the home and who would police the promises they make tonight.

Ms. Odell asked how a community prevents this from happening. Mr. Boone gave a background of the Carovel Circle area and some past rezoning requests along Columbiana Road.

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

Mr. Pierce – no	Mr. Henley – no
Mr. Sharp – no	Mr. Ammons – no
Mayor Zaragoza – no	motion failed.

NEW BUSINESS

RESOLUTION NUMBER 4790

Resolution Number 4790 – Approving An Alcohol License For Vestavia Mart, 2544 Rocky Ridge Road For The Off-Premise Sale Of 050 Retail Beer And 070 Retail Table Wine; Sadeq Mohamed Maflahi, Executive (Public Hearing)

MOTION Motion to approve Resolution Number 4790 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes explained that this store has recently changed ownership and this transfers the beer/wine license. The background has been reviewed by the Police Chief who finds no problems with approving the request.

Sadeq Maflahi was present in regard to the request.

Mr. Pierce asked about employee training and indicated that the ABC Board does assist in training the employees and recommended that Mr. Maflahi utilize their training.

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

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

RESOLUTION NUMBER 4791

Resolution Number 4791 – A Resolution Adopting And Implementing The 2014-2015 Classification Survey Of The Personnel Board Of Jefferson County, Alabama

MOTION Motion to approve Resolution Number 4791 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes explained that this Resolution is required by the Jefferson County Personnel Board to accept their recommendations following a five-year survey. He explained the survey process and the reason for the Resolution.

Discussion ensued as to the five-year survey and no recollection of accepting it before.

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

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

RESOLUTION NUMBER 4792

Resolution Number 4792 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

MOTION Motion to approve Resolution Number 4792 was by Mr. Sharp and second was by Mr. Ammons.

Mr. Downes stated this is some older equipment no longer needed by Public Services.

Discussion ensued as to the method of disposal. Mr. Downes stated that it is sold on GovDeals.

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.

RESOLUTION NUMBER 4793

Resolution Number 4793 – A Resolution Approving Disclosure Controls And Procedures And Certain Other Related Matters

MOTION Motion to approve Resolution Number 4793 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this Resolution sets forth procedures for the City in disclosing financial information to the SEC and allows the City Manager to sign an agreement with the SEC for agreement of disclosure.

Heyward Hosch was present in regard to the request. He explained the agreement and the terms of disclosure and the need for the policy.

The Mayor called for the question. Roll call vote as follows:

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

The Mayor opened the floor for unanimous consent for the immediate consideration and action on Resolution Number 4799.

MOTION Motion for unanimous consent for the immediate consideration and action on Resolution Number 4799 was by Mr. Henley and second was by Mr. Pierce. Roll call vote as follows:

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

RESOLUTION NUMBER 4799

Resolution Number 4799 – A Resolution Amending Resolution Number 4728 For An Additional \$90,000 To Complete Construction Of A Small Portion Of Roadway Known As Hollis Crossing

MOTION Motion to approve Resolution Number 4799 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this Resolution allows the completion of the small segment of street known as Hollis Crossing which is adjacent to the Cahaba Heights School. He stated that some unforeseen utility relocations, especially a water main by

BWWB caused some overrun in expenses and this Resolution requests an additional \$90,000 to complete.

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

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

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

The Mayor stated that the Council needed to go into executive session for an estimated 30 minutes to discuss the sale/purchase of property. He opened the floor for a motion.

MOTION Motion to move into executive session for an estimated 30 minutes to discuss the purchase/sale of property was by Mr. Sharp and second was by Mr. Pierce. Roll call vote as follows:

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

The Council exited the Chamber and entered into Executive Session at 6:30 PM. At 7:03 PM, the Council re-entered the Chamber and the Mayor called the meeting to order.

At 7:04 PM, Mr. Pierce made a motion to adjourn seconded by Mr. Henley. Meeting adjourned at 7:04 PM.

Alberto C. Zaragoza, Jr
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2630

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 26th day of October, 2015, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

1724 Vestaview Lane
Charles Farrell III, Owner(s)

More particularly described as follows:

Part of the SE ¼ of the NW ¼ of Section 25, Township 18, Range 3 West, more particularly described as follows:

Begin at the Southeast Corner of said quarter-quarter section, thence west along the south line thereof a distance of 231.8 feet to the point of beginning of tract here described, said point being in the center of Rogers Road; thence continue West along said south line a distance of 206.8 feet; thence an an angle to the right of 88 degrees 53 minutes 30 seconds run north 179.92 feet; thence at an angle to the right of 90 degrees, 55 minutes run east 206.78 feet; thence at an angle to the right of 89 degrees 05 minutes run south 180.62 feet to the point of beginning.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 22nd day of February, 2016.

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 # 2630 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

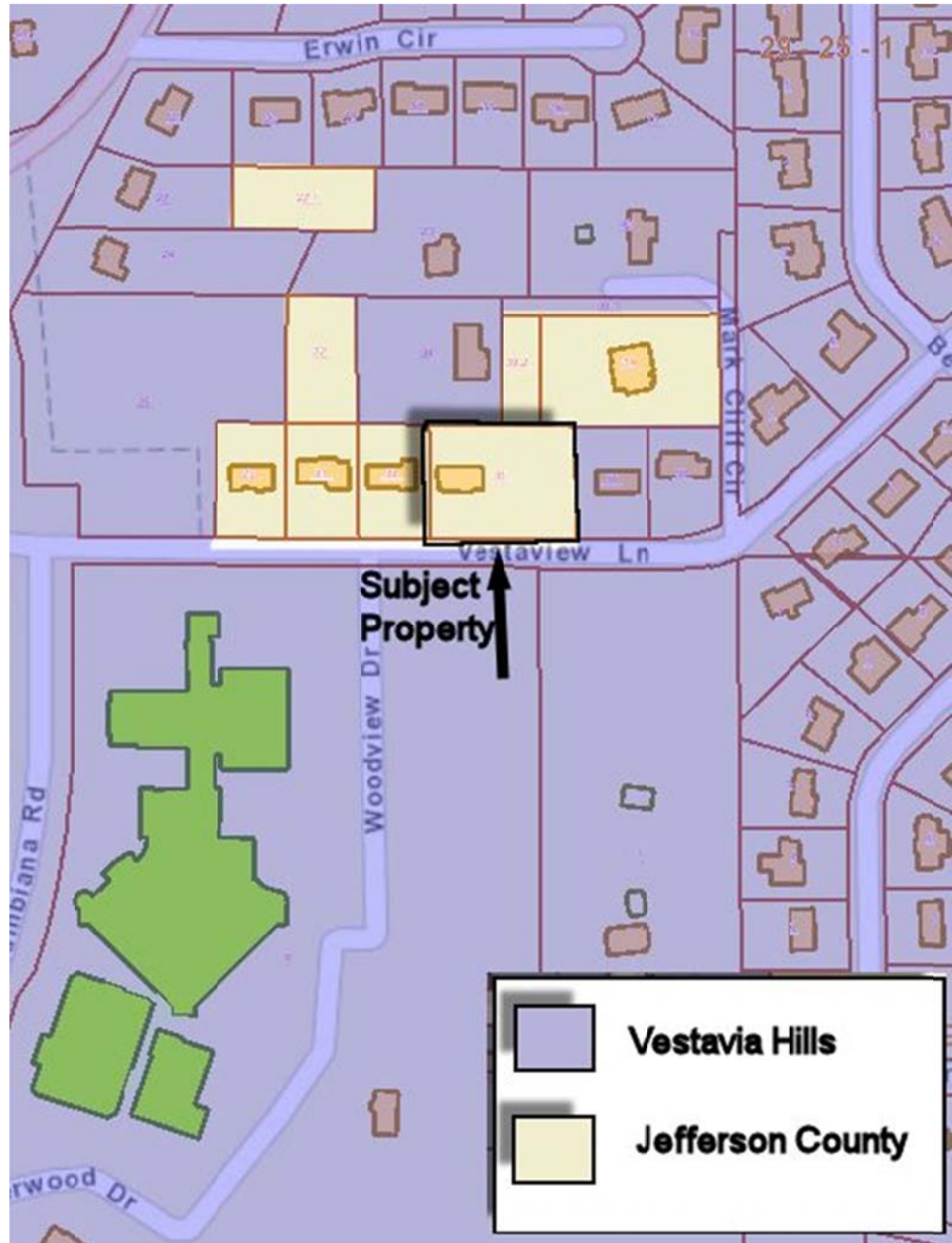


EXHIBIT "C"

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


The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 1724 Vestaview Lane

Engineering: _____ Date: _____ Initials: _____

1724 Vestaview Lane – no concerns noted; pavement in good condition and already maintained by City; we are awaiting completion of inspection of 36" concrete drainage pipe.

Public Services:
Comments: _____

Police Department: _____ Date: 8-7-15 Initials: 
Comments: _____

Fire Department: _____ Date: 8/12/15 Initials: (SK)
Comments: _____

PARCEL #: 29 00 25 2 009 035.000 [111-C0] Baths: 1.5 H/C Sqft: 1,750
OWNER: GORE LEFOYLE D 18-020.0 Bed Rooms: 3 Land Sch: L1
ADDRESS: 1724 VESTAVIEW LN VESTAVIA AL 35216-1731 Land: 147,200 Imp: 107,300 Total: 254,500
LOCATION: 1724 VESTAVIEW LN VESTAVIA HILLS AL 35216 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2015

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$147,180
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
 BLDG 001 111 \$107,300

CLASS 3

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$255,600.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$254,500]: \$254,480
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
		12/15/2014	2014	-	\$14,568.91
		1/3/2015	2014	-	\$2,561.11
			2013		\$0.00
			2012		\$0.00
		20051231	2005	***	\$890.79
		20050207	2004	***	\$811.15
		19991117	1999	***	\$587.33
		19981030	1998	***	\$425.17
		19971020	1997	***	\$425.17
		19961108	1996	***	\$425.17

**C. Stan Farrell, III
Two Poinciana Drive
Birmingham, AL 35209
205-266-0426**

July 31, 2015

Mrs. Rebecca Leavings
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, AL 35216

RE: 1724 Vestaview Lane
Annexation Application

Dear Mrs. Leavings,

It was a pleasure to meet you this morning and I appreciate you taking time to walk me through the annexation process.

Please accept this letter as a complete summary of my plans and expectations for the above referenced property which I have applied for annexation in the City of Vestavia Hills.

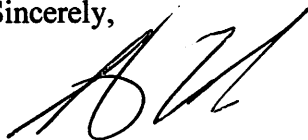
I purchased the property in March, 2015 with plans to recycle the house from the original condition to that of a new one which will include new wiring, plumbing, HVAC, sheetrock, modern and spacious floor plan, exterior, driveway, deck and landscaping.

It is not my intent to occupy the premises because I live in another city.

I believe and the market comps support a market price ranging from \$315,000-\$345,000 based on the size, location and finished product.

Please let me know if you need additional information.

Sincerely,



C. Stan Farrell, III

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 7/28/2015

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.

@ STAN FARRELL @ gmail . com

Stan Farrell

266 - 0426

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

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

COUNTY ZONING: R1

COMPATIBLE CITY ZONING: R1

LEGAL DESCRIPTION (METES AND BOUNDS):

COM INT E LN OF NW 1/4 & N R/W VESTAVIEW LN
W 234 FT ALG SD R/W TO POB TH CONT W 207 FT N
163 FT E 207 S 161 FT TO POB LYING IN SE 1/4 OF
NW 1/4 SECT 25 TWP 18 S RANGE 3W



Greater Alabama MLS - IMAPP

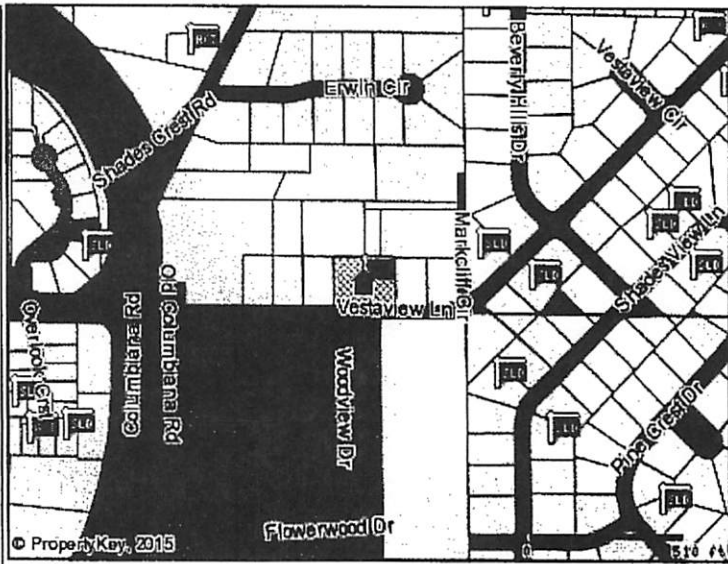
Jefferson County Tax Report - 1724 VESTAVIEW LN, BIRMINGHAM, AL 35216-1731

PROPERTY INFORMATION

PID # 29-00-25-2-009-035.000
Property Type: Residential
Property Address:
 1724 VESTAVIEW LN
 BIRMINGHAM, AL 35216-1731
Current Owner:
 LEFOYLE D GORE
Tax Mailing Address:
 1724 VESTAVIEW LN
 VESTAVIA, AL 35216-1731

Land Areas:
 1. HOUSEHOLD UNITS / 111
Lot Size: 0.77 acres / 33,534 sf
Zoning: R1
Frontage: 207 ft
Depth: 162 ft
Tax District: COUNTY
Subdivision:

Twn: 18 / **Rng:** 03 / **Sec:** 25
Block: 009 / **Lot:** 035.000
Legal Description:
 COM INT E LN OF NW 1/4 & N R/W VESTAVIEW LANE W 234 FT ALG SD R/W TO POB TH CONT W 207 FT N 163 E 207 S 161 FT TO POB LYING IN SE 1/4 OF NW 1/4 SECT 25 TWSP 18S RANGE 3W
Plat Book: / **Plat Page:**
Census Tract: 012915 / **Block:** 5033
Lat: 33.440527 **Lon:** -86.805596



TAX VALUATION INFORMATION

	2010 Final	2011 Final	2012 Final	2013 Final	2014 Final
Building Value:	\$120,700	\$120,700	\$108,400	\$108,400	\$108,400
Extra Feature Value:	\$0	\$0	\$0	\$0	\$0
Land Value:	\$147,200	\$147,200	\$147,200	\$147,200	\$147,200
Total Assessed Value:	\$267,900	\$267,900	\$255,600	\$255,600	\$255,600
Percent Change:	- n/a -	0%	-4.59%	0%	0%
Total Exemptions:	\$536	\$536			
Taxable Value:	\$26,790	\$26,790	\$25,558	\$25,560	\$51,120
Tax Amount:	\$0.00	\$0.00	-n/a-	\$0.00	\$2,561.11

[Link To County Tax Collector](#)

SALES INFORMATION
 There are no sales for this property in our database.

BUILDING/IMPROVEMENT INFORMATION

1. HOUSEHOLD UNITS	Living Area: 1,750 sf	Year Built: 1955
Bedrooms: 3	Bathrooms:	Stories: 1.0
Rooms: 7	Eff Year Built: 1991	
Base Area: 1,750 sf	Adj Upper Floor Area: 0 sf	Fireplaces: Yes (1)
Heating: HEAT/AC FHA/AC	Flooring: VINYL	Grade: C0
Int Wall: WOOD PANELS	Ext Wall: CEDAR, BEVELED	
Roof Cover: ASPHALT SHINGLES	Roof Type: HIP-GABLE	
Use Code:	Percent Good: 80 %	Bldg Mkt Value: \$55
Building Subareas: MS - MS (44 sf)		
B - BASEMENT - GARAGE UNDER LIVING AREA, NO FINISH (720 sf)		
UTILITIES INFORMATION:	Water: PUBLIC	Sewer: SEPTIC TANK
		Gas: NATURAL

FLOOD ZONE DETAILS
Zone X: Area that is determined to be outside the 1% and 0.2% chance floodplains.
Zone X: Area that is determined to be outside the 1% and 0.2% chance floodplains.

Foundation	Wood Subfloor	Interior Finish	Drywall(Sheetrock)
Floor System		Air Conditioning	
Exterior Wall	Cedar Beveled	Heat Type	Heat/Ac Fha/Ac
Structural Framing		Bathroom Tile	
Fireplace	Y	Plumbing Fixtures	
Other			
Occupancy		Building Data Source	

Property Characteristics: Extra Features
 No extra features were found for this parcel.

Property Characteristics: Lot

Land Use	Household Units	Lot Dimensions	207S X 163S IRR
Block/Lot		Lot Square Feet	33,541
Latitude/Longitude	33.440525°/-86.805577°	Acreege	0.77

Property Characteristics: Utilities/Area

Gas Source	Natural	Road Type	Paved
Electric Source	None	Topography	Rolling
Water Source	Public	District Trend	
Sewer Source	Septic Tank	Special School District 1	068
Zoning Code	R1	Special School District 2	
Owner Type			

Legal Description

Subdivision		Plat Book/Page	
Block/Lot		Description	Com Int E Ln Of Nw 1/4 & N RW Vestaview Lane W 234 Ft Alg Sd R/W To Pob Th Cont W 207 Ft N 163 E 207 S 161 Ft To Pob Lying In Se 1/4 Of Nw 1/4 Sect 25 Twsp 18S Range 3W
District/Ward	Outside Any Municipality		

Flood Zone Information

Zone Code	Flood Risk	BFE	Description	Firm Panel	FIRM Panel ID	Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.		01073C0556H	09/03/2010

Zone Source: FEMA DFIRM Data

Tuesday, July 28, 2015

1724 Vestaview Ln, Vestavia, AL 35216-1731
 Jefferson County, AL parcel# 29 00 25 2 009 035.000

COPYRIGHT © 2015 COURTHOUSE RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.
 Information Deemed Reliable But Not Guaranteed.
 Contact Us at (800) 374-7488 ext 3 for Help.



Property Report

Tuesday, July 28, 2015

1724 Vestaview Ln, Vestavia, AL 35216-1731
Jefferson County, AL parcel# 29 00 25 2 009 035.000

Property Report

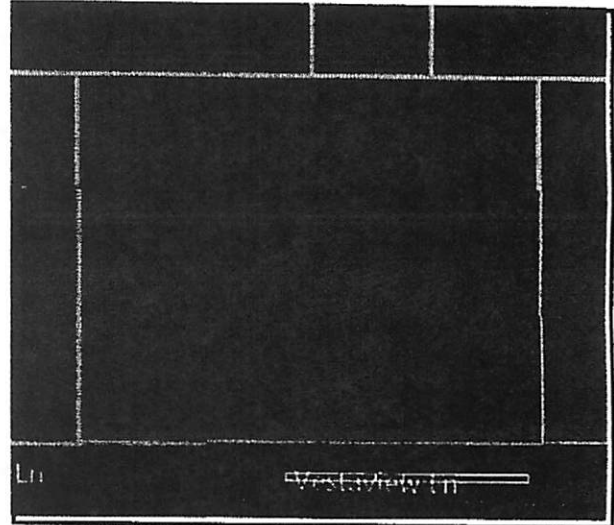
Location
Property Address | 1724 Vestaview Ln
 Vestavia, AL 35216-1731
Subdivision
County | Jefferson County, AL

Current Owner
Name | Gore Lefoyle D
Mailing Address | 1724 Vestaview Ln
 Vestavia, AL 35216-1731

Property Summary
Property Type | Residential
Land Use | Household Units
Improvement Type | Household Units
Square Feet | 1750 sf

General Parcel Information
Parcel/Tax ID | 29 00 25 2 009 035.000
Alternate Parcel ID
Account Number | 408201
District/Ward | Outside Any Municipality
2010 Census Trct/BIK | 129.15/5
Assessor Roll Year | 2014

Sales History through 07/02/2015
 No sales information was found for this parcel.



*I WOULD GO W/ THIS
 PROPERTY DESCRIPTION BUT
 YOU SHOULD DOUBLE CHECK*

Tax Assessment

Appraisals		Amount	Taxes		Amount
Assessment Year		2014	Tax Year		2014
Appraised Land		\$147,200	City Taxes		\$0
Appraised Improvements		\$108,400	County Taxes		\$0
Total Tax Appraisal		\$255,600	Total Taxes		\$2,561.11
Total Assessment		\$51,120	Exempt Amount		
			Exempt Reason		

Mortgage History

No mortgages were found for this parcel.

Property Characteristics: Building

Building #	Type	Condition	Sq Feet	Year Built	Effective Year	BRs	Baths	Rooms	Stories	Units
1	Household Units		1750	1955	1991	3	1	7	1	
Building Square Feet (Living Space)						Building Square Feet (Other)				
Base Area			1750	Garage Unfinished Under Living Area			720			
Construction						Roof Framing		Hip-Gable		
Quality						Roof Cover Deck		Asphalt Shingles		
Shape						Cabinet Millwork				
Partitions						Floor Finish		Carpet Combination		
Common Wall										

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.	<i>None</i>				
4.					
5.					
6.					

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

See 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.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>[Handwritten Signature]</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

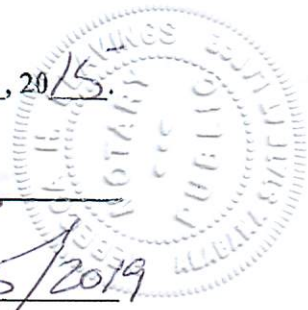
C Stan Farrell, III being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

[Handwritten Signature]
Signature of Certifier

Subscribed and sworn before me this the 24th day of July, 2015.

[Handwritten Signature]
Notary Public

My commission expires: 7/15/2019



ORDINANCE NUMBER 2631

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY R-1 TO VESTAVIA HILLS R-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County R-1 (medium density residential district) to Vestavia Hills R-2 (medium density residential district):

1724 Vestaview Lane
Charles Farrell III, Owner(s)

More particularly described as follows:

Part of the SE ¼ of the NW ¼ of Section 25, Township 18, Range 3 West, more particularly described as follows:

Begin at the Southeast Corner of said quarter-quarter section, thence west along the south line thereof a distance of 231.8 feet to the point of beginning of tract here described, said point being in the center of Rogers Road; thence continue West along said south line a distance of 206.8 feet; thence an an angle to the right of 88 degrees 53 minutes 30 seconds run north 179.92 feet; thence at an angle to the right of 90 degrees, 55 minutes run east 206.78 feet; thence at an angle to the right of 89 degrees 05 minutes run south 180.62 feet to the point of beginning.

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

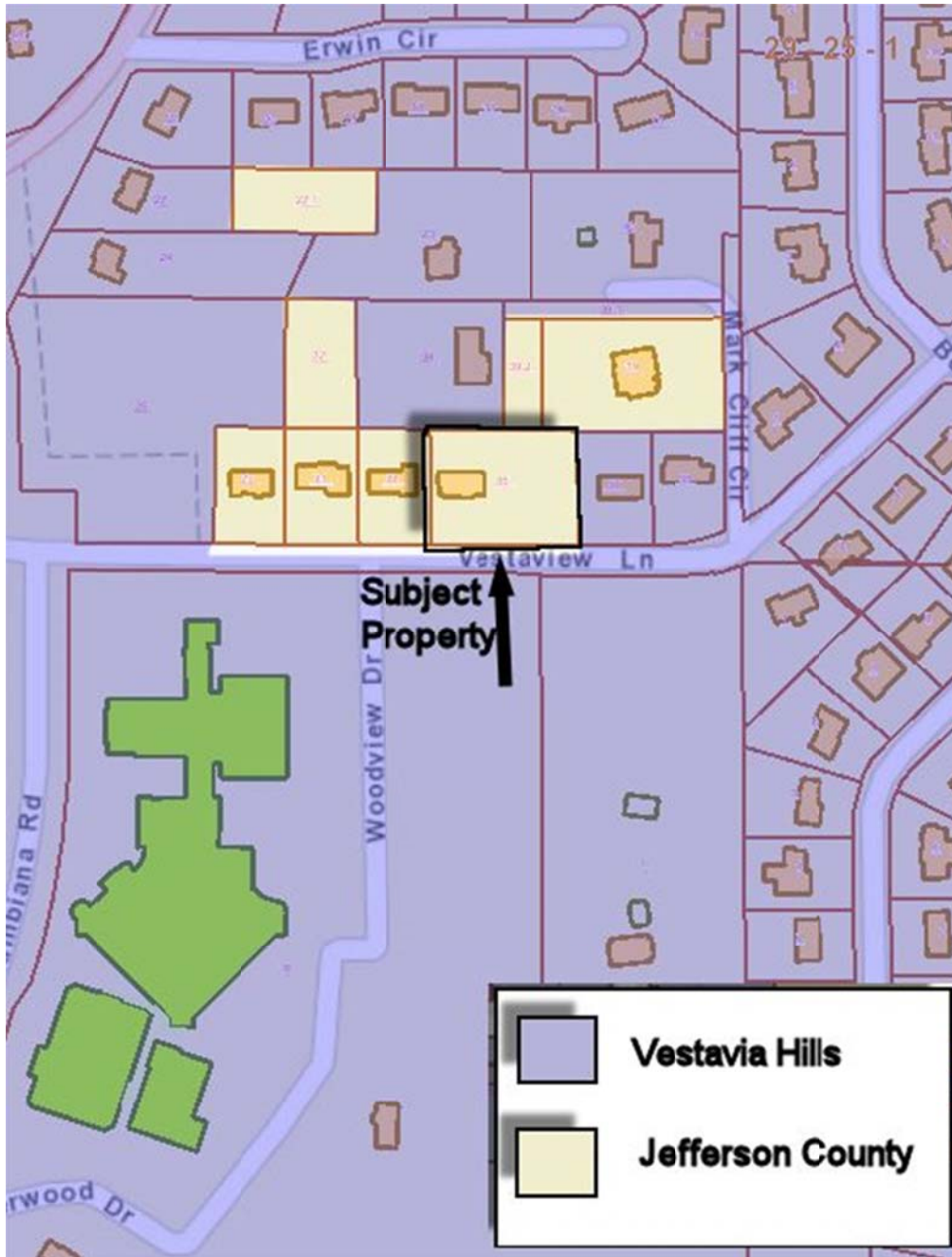
Rebecca Leavings
City Clerk

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 # 2631 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 22nd day of February, 2016 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk



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

Date: JANUARY 14, 2016

- **CASE:** P-0116-02
- **REQUESTED ACTION:** Rezoning from Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 1724 Vestaview Ln.
- **APPLICANT/OWNER:** Charles S. Farrell III
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 11/09/15 with the passage of Ordinance 2609. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Burrell made a motion to recommend approval of Rezoning for 1724 Vestaview Ln. from Jefferson County R-1 to Vestavia Hills R-2 For The Purposes Of Annexation Second was by Mr. House. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Sharp – yes
Mr. House – yes
Motion carried.

Mr. Burrell – yes
Mr. Wolfe – yes
Mr. Larson – yes

ORDINANCE NUMBER 2632

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 26th day of October, 2015, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2739 Rocky Ridge Road
Cameron Eaton and Tison Bargainier, Owner(s)

More particularly described as follows:

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 29, Township 18 South, Range 2 West. Jefferson County, Alabama, said parcel being a portion of Lot 1 Lloyd's Subdivision as recorded in Map Volume ISO, Page 41, in the Office of the Judge of Probate, Jefferson County, Alabama, being more particular described as follows: Begin at a found rebar marking the Northwest corner of said Lot 1 Lloyd's Subdivision; thence run along the North line of said Lloyd's Subdivision for a distance of 150.00 feet to a set capped rebar stamped CA-560-LS; thence turn and an angle of 98 degrees 06 minutes 56 seconds to the left and run a distance of 200.00 feet to a set 5/8 inch capped rebar stamped GSA, said point marking the city limits of Jefferson County and Vestavia Hills, Alabama; thence turn an angle of 81 degrees 53 minutes 04 seconds to the left and run along the North line of said city limits for a distance of 150.00 feet to a set 5/8 inch capped rebar stamped GSA, said point also lying on the Easternmost right of way of Rocky Ridge Road; thence turn an angle of 98 degrees 00 minutes 57 seconds to the left and run along said right of way for a distance of 60.00 feet to a found capped

rebar stamped Weygand; thence turn an angle of 180 Degrees 08 Minutes 33 Seconds to the left and run along said right of way for a distance of 140.00 feet to the POINT OF BEGINNING. Said parcel contains 29,689 Square Feet or 0.68 Acres more or less.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 22nd day of February, 2016.

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 # 2632 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 22nd day of February, 2016, 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 _____, 2016.

Rebecca Leavings
City Clerk

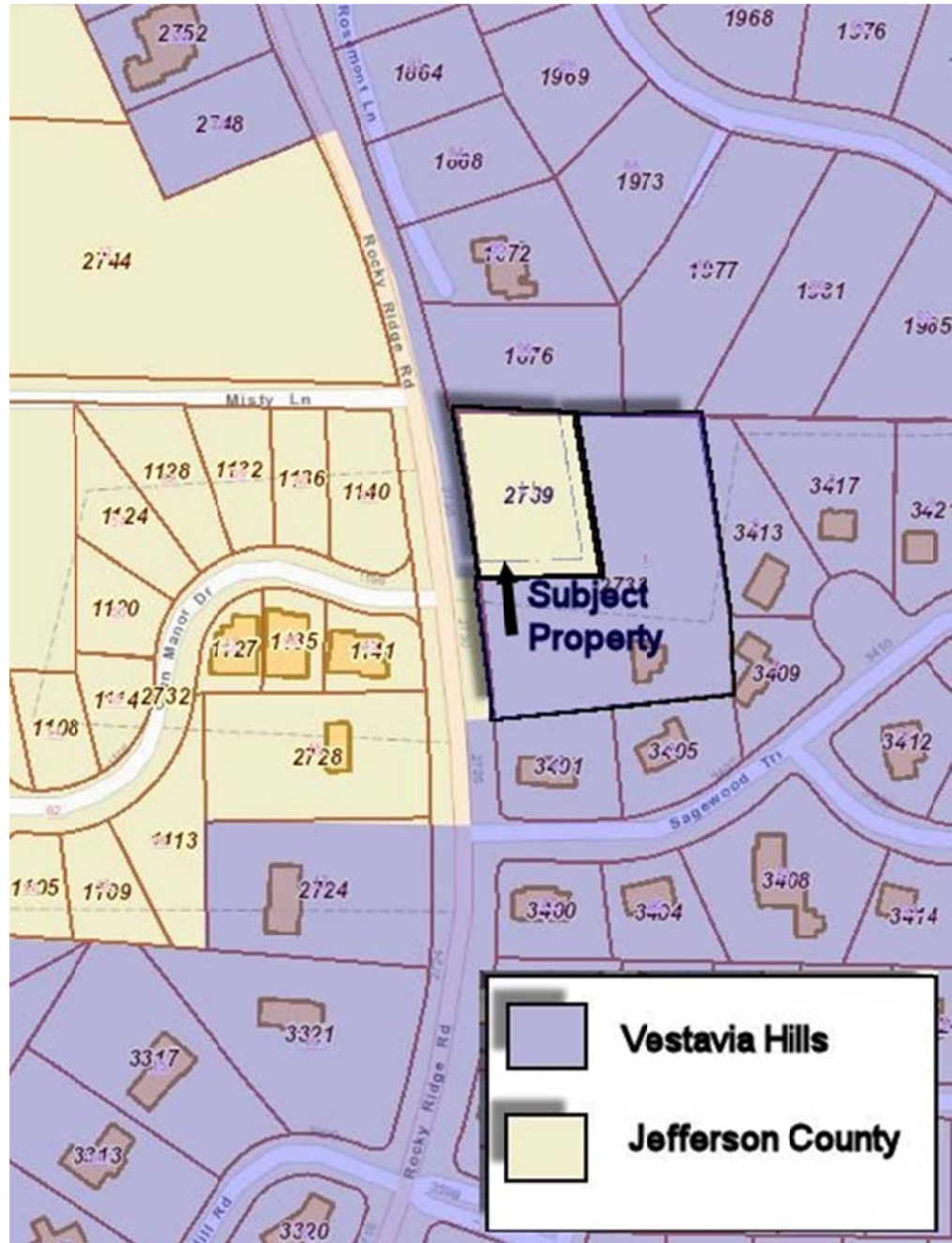


EXHIBIT "C"

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


The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 2739 Rocky Ridge Road


Engineering: Date: _____ Initials: _____

2739 Rocky Ridge Road – no concerns noted; future development plan will require review and permit for new access to Rocky Ridge Road; Rocky Ridge Road resurfacing planned for near future and anticipated to be maintained by Jefferson County as a multijurisdictional "through road".

Public Services:
Comments: _____

Police Department: Date: 8-7-15 Initials: 

Comments: _____

Fire Department: Date: 8/12/15 Initials: 

Comments: _____

PARCEL #: 28 00 29 1 001 001.001
OWNER: GULAS ALECK T
ADDRESS: 2043 COUNTRY RIDGE CIR VESTAVIA AL 35243-4307
LOCATION: 2739 ROCKY RIDGE RD BHAM AL 35243

Baths: **0.0** H/C Sqft: **0**
 18-011.0 Bed Rooms: **0** Land Sch: **A114**
 Land: **21,500** Imp: **0** Total: **21,500**
 Acres: **0.000** Sales Info: **\$0**

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

Tax Year : 2015

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$21,540
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS USE:

FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$21,500.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$21,500]: \$21,540
 Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER

[3162-515](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
04/19/1987	5/18/2015	2014	DAVID P. CONDON	\$400.94
	5/19/2014	2013	-	\$415.20
	5/20/2013	2012	GULAS, THEODORE	\$282.51
	20120315	2011	***	\$246.18
	20110325	2010	***	\$236.88
	20100330	2009	***	\$247.26
	20090327	2008	***	\$247.26
	20080324	2007	***	\$358.46
	20070104	2006	***	\$344.10
	20060216	2005	***	\$174.44
	20041231	2004	***	\$166.83
	20031231	2003	***	\$171.83
	20021231	2002	***	\$106.20
	20011231	2001	***	\$106.20
	20001231	2000	***	\$106.20
	19991231	1999	***	\$106.20
	19990108	1998	***	\$89.38
	19971204	1997	***	\$84.16
	19961231	1996	***	\$79.16

STATE OF ALABAMA

JEFFERSON COUNTY

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

Date of Petition: June 8, 2015

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

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

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

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

EXHIBIT "A"

LOT: 1 (PID:28-00-29-1-001-001.001)

BLOCK: 001

SURVEY: LLOYD'S SUBDIVISION

RECORDED IN MAP BOOK 150, PAGE 41 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: E-2

COMPATIBLE CITY ZONING: R-1

LEGAL DESCRIPTION (METES AND BOUNDS):

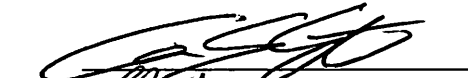

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 29, Township 18 South, Range 2 West. Jefferson County, Alabama, said parcel being a portion of Lot 1 Lloyd's Subdivision as recorded in Map Volume 150, Page 41, in the Office of the Judge of Probate, Jefferson County, Alabama, being more particular described as follows:

Begin at a found rebar marking the Northwest corner of said Lot 1 Lloyd's Subdivision; thence run along the North line of said Lloyd's Subdivision for a distance of 150.00 feet to a set capped rebar stamped CA-560-LS; thence turn and an angle of 98 degrees 06 minutes 56 seconds to the left and run a distance of 200.00 feet to a set 5/8 inch capped rebar stamped GSA, said point marking the city limits of Jefferson County and Vestavia Hills, Alabama; thence turn an angle of 81 degrees 53 minutes 04 seconds to the left and run along the North line of said city limits for a distance of 150.00 feet to a set 5/8 inch capped rebar stamped GSA, said point also lying on the Easternmost right of way of Rocky Ridge Road; thence turn an angle of 98 degrees 00 minutes 57 seconds to the left and run along said right of way for a distance of 60.00 feet to a found capped rebar stamped Weygand; thence turn an angle of 180 Degrees 08 Minutes 33 Seconds to the left and run along said right of way for a distance of 140.00 feet to the POINT OF BEGINNING. Said parcel contains 29,689 Square Feet or 0.68 Acres more or less.

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

	Lot <u>1</u> Block <u>001</u> Survey <u>Lloyd's Subdivision</u>
	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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


STATE OF ALABAMA

Jefferson COUNTY

CAMERON S. EATON 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 8th day of June, 2015.


Notary Public

MY COMMISSION EXPIRES FEBRUARY 13, 2016

My commission expires: _____

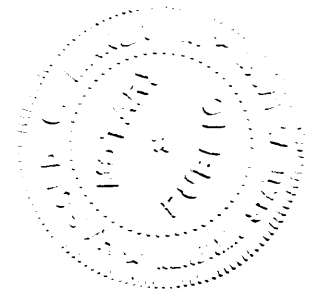


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

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

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): _____

Address: _____

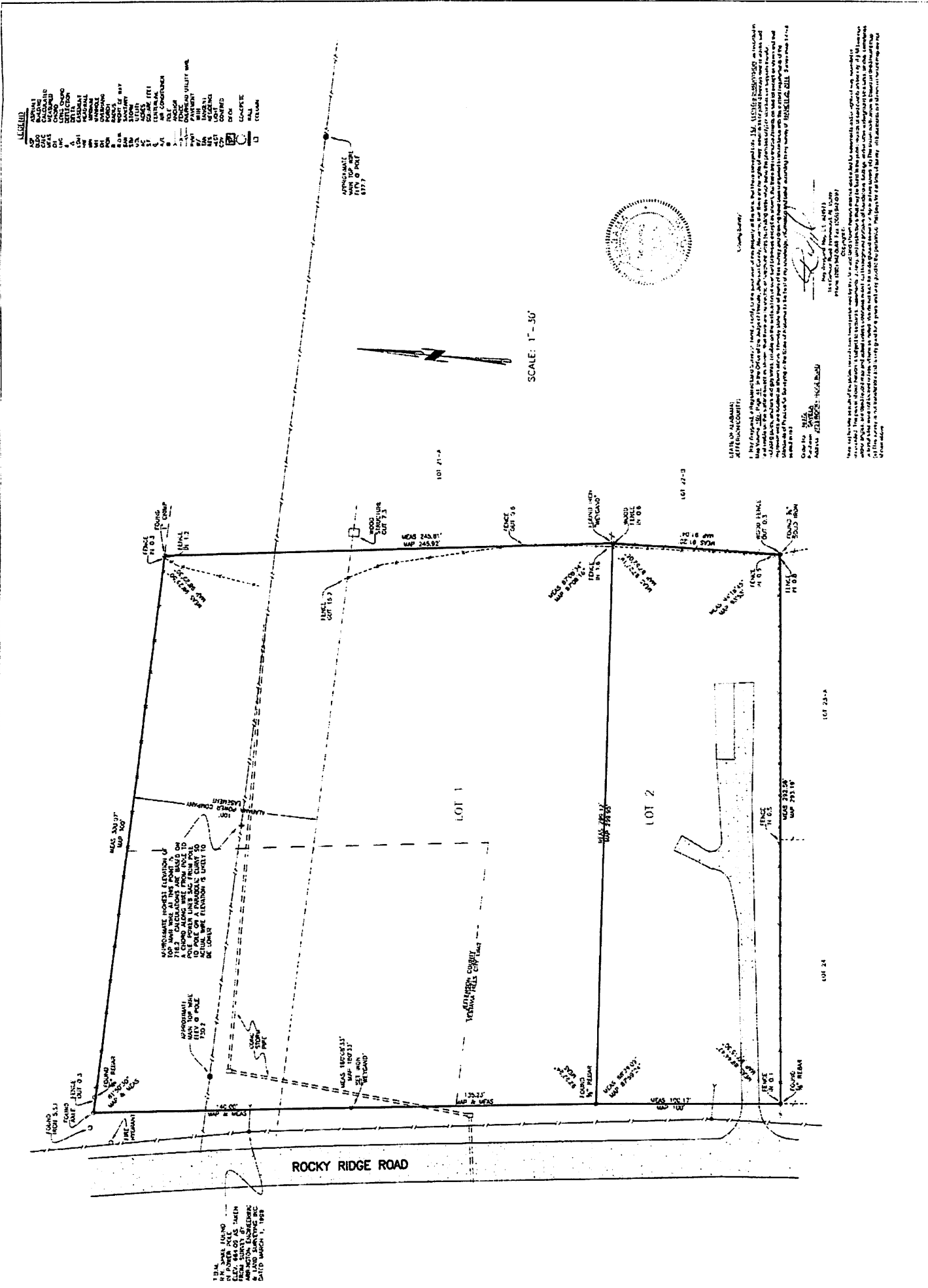
City: _____ State: _____ Zip: _____

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". _____



- LEGEND**
- APPROXIMATE
 - ROCKY RIDGE ROAD
 - FENCE
 - WOOD SHED
 - WELL
 - CONCRETE
 - CELESTIAL



SCALE: 1"=30'

TITLE OF PROJECT:
SITE OF NEIGHBORHOOD DEVELOPMENT

DATE OF SURVEY:
MAY 1988

PROJECT LOCATION:
1515 S. 10th Street, Grand Rapids, Michigan 49504

CLIENT:
M/S. JAMES W. GRIFFIN

PREPARED BY:
M/S. JAMES W. GRIFFIN

CHECKED BY:
M/S. JAMES W. GRIFFIN

DATE OF PREPARATION:
MAY 1988

DATE OF CHECKING:
MAY 1988

APPROXIMATE HIGHEST ELEVATION OF FENCE ALONG THE PROPERTY LINE TO ROCKY RIDGE ROAD IS 150.0 FEET. ELEVATION IS DETERMINED BY MONUMENTARY POINTS.

J. W. GRIFFIN
SURVEYOR
400 S. WALKER AVE.
GRAND RAPIDS, MICHIGAN 49504
REGISTERED PROFESSIONAL SURVEYOR
LICENSE NO. 43878
ISSUED MARCH 11, 1988

ORDINANCE NUMBER 2633

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-2 TO VESTAVIA HILLS R-1

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district):

2739 Rocky Ridge Road
Cameron Eaton and Tison Bargainier, Owner(s)

More particularly described as follows:

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 29, Township 18 South, Range 2 West. Jefferson County, Alabama, said parcel being a portion of Lot 1 Lloyd's Subdivision as recorded in Map Volume ISO, Page 41, in the Office of the Judge of Probate, Jefferson County, Alabama, being more particular described as follows: Begin at a found rebar marking the Northwest corner of said Lot 1 Lloyd's Subdivision; thence run along the North line of said Lloyd's Subdivision for a distance of 150.00 feet to a set capped rebar stamped CA-560-LS; thence turn and an angle of 98 degrees 06 minutes 56 seconds to the left and run a distance of 200.00 feet to a set 5/8 inch capped rebar stamped GSA, said point marking the city limits of Jefferson County and Vestavia Hills, Alabama; thence turn an angle of 81 degrees 53 minutes 04 seconds to the left and run along the North line of said city limits for a distance of 150.00 feet to a set 5/8 inch capped rebar stamped GSA, said point also lying on the Easternmost right of way of Rocky Ridge Road; thence turn an angle of 98 degrees 00 minutes 57 seconds to the left and run along said right of way for a distance of 60.00 feet to a found capped rebar stamped Weygand; thence turn an angle of 180 Degrees 08 Minutes 33 Seconds to the left and run along said right of way for a distance of 140.00 feet to the POINT OF BEGINNING. Said parcel contains 29,689 Square Feet or 0.68 Acres more or less.

BE IT FURTHER ORDAINED, that said rezoning shall be approved with the entire development of four (4) lots with a standard 40' front setback in lieu of the R-1 required front setback similar to adjacent developments.

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

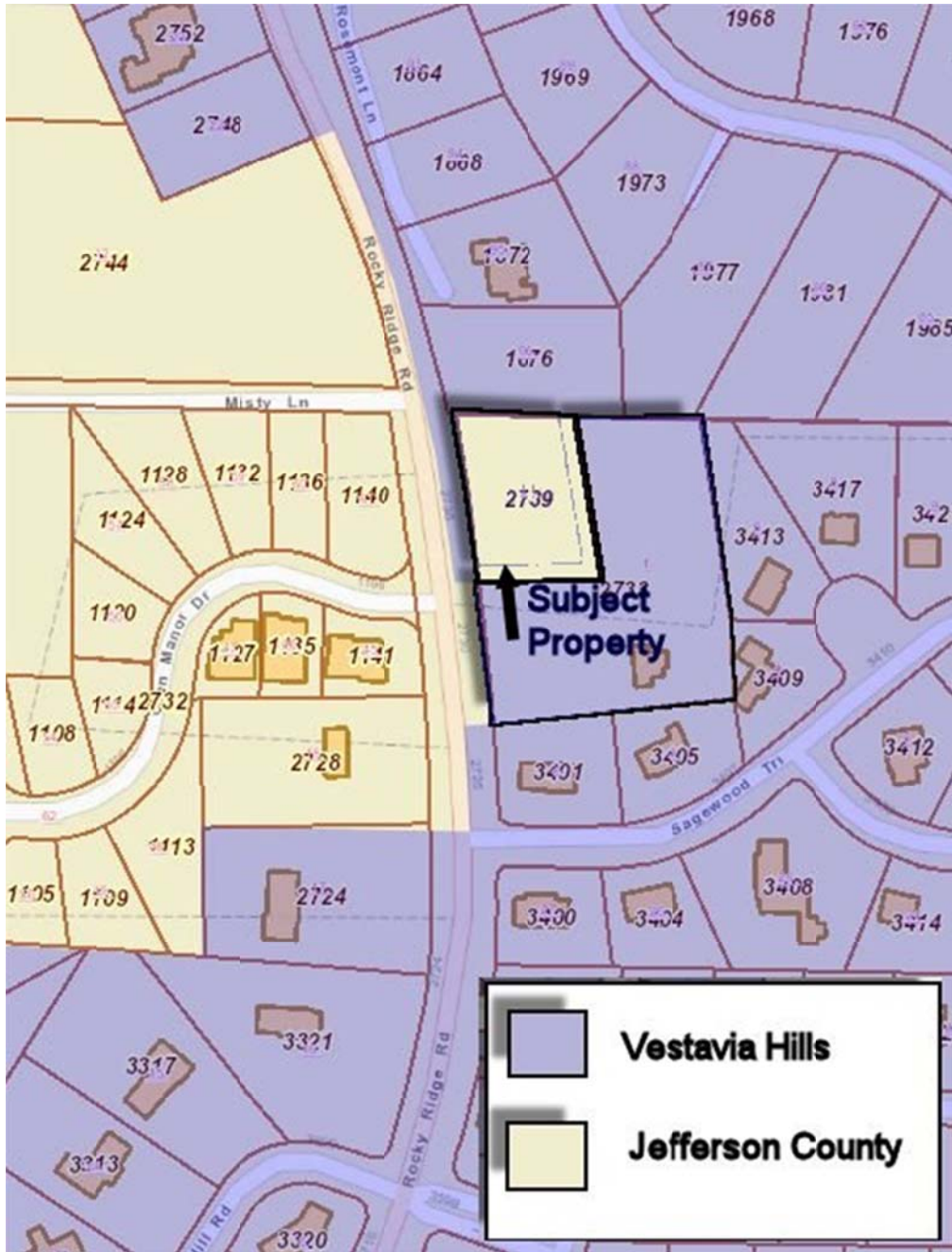
Rebecca Leavings
City Clerk

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 # 2633 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 22nd day of February, 2016 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk



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

Date: **JANUARY 14, 2016**

- **CASE:** P-0116-03
- **REQUESTED ACTION:** Rezoning from Jefferson County E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 2739 Rocky Ridge Rd.
- **APPLICANT/OWNER:** Slate Barganier Building
- **GENERAL DISCUSSION:** Property was annexed (90 days) by City Council on 11/09/15 with the passage of Resolution 2739. Applicant is requesting the compatible rezoning as part of the annexation process. Annexed property will be part of a 4 lot subdivision with adjacent property already in the City (also zoned R-1). As a condition of annexation and rezoning, the front setbacks will be 40' instead of standard 50' to match surrounding developments.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** Engineering and drainage review is ongoing.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Wolfe made a motion to recommend approval of Rezoning for 2739 Rocky Ridge Rd. from Jefferson County E-2 to Vestavia Hills R-1 for the purposes of annexation with the condition that the front setback be reduced to 40'. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Sharp – yes

Mr. House – yes

Motion carried.

Mr. Burrell – yes

Mr. Wolfe – yes

Mr. Larson – yes

ORDINANCE NUMBER 2634

AN ORDINANCE TO AMEND SECTION 12-1 OF THE VESTAVIA HILLS CODE OF ORDINANCES ENTITLED “WALD PARK” AND AMENDING ORDINANCE NUMBER 2255 SECTION 1 ENTITLED “PARK RULES AND REGULATIONS” TO ESTABLISH AMENDED RULES, REGULATIONS AND HOURS OF OPERATION FOR WALD PARK

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted and established amended rules, regulations and hours of operation for Wald Park; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present these amended rules, regulations and hours of operation to the City Council for consideration; and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to amend Section 12-1 of the Vestavia Hills Code of Ordinances, Republished 2015, and amending Section 1 of Ordinance Number 2255 and adopt said amended rules, regulations and hours of operation for Wald Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT SECTION 12-1 OF THE VESTAVIA HILLS CODE OF ORDINANCES, REPUBLISHED 2015 ENTITLED “WALD PARK” AND SECTION 1 OF ORDINANCE NUMBER 2634 ENTITLED “PARK RULES AND REGULATIONS” BE AMENDED, AS FOLLOWS:

SECTION 1. PARK RULES AND REGULATIONS:

- (1) Wald Park shall open at 5:00 a.m. and close at 9:30 p.m. except for events scheduled through the office of parks and recreation. Unauthorized individuals in the park after closing can be subject to penalties described in Section 2.
- (2) Maintenance crews have first priority on any space within the park.
- (3) Access to some areas of the park may be limited due to scheduled events; therefore, if any field has been prepared for a scheduled event, it shall be

off-limits to public access. Access may also be limited due to periodic down time to allow recuperation of fields at the direction of the parks and recreation director or the maintenance superintendent.

- (4) There may be times when fields are closed for maintenance.
- (5) No skates, rollerblades, ripsticks, bicycles, go-carts, scooters, motorcycles, four-wheelers, three-wheelers, skateboards, or any other type of vehicle, except for service vehicles, are allowed off the designated parking area at any time.
- (6) Golf, archery, glass containers, camping, open fires, dumping, fireworks and noisemakers are prohibited.
- (7) Fireworks, explosives, or slingshots are not allowed.
- (8) Smoking is restricted per city ordinance.
- (9) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (10) Pets should be kept on a leash and under control at all times. Any solid excretion matter from said pet must be picked up from any surface area. Pets are not allowed on any athletic surfaces including, but not limited to, baseball fields, softball fields, soccer fields, football fields, lacrosse fields, tennis courts or basketball courts.
- (11) Parking is restricted to designated areas.
- (12) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.
- (13) Violators will be asked to leave the premises and are subject to further action penalties as described in Section 2.

SECTION 2. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provision of this

Ordinance shall, upon conviction, be punished in accordance with Title 11-45-9, Code of Alabama, 1975, for a misdemeanor violation for each such offense. Each day any violation of this Ordinance shall constitute a separate offense.

SECTION 3. SEVERABILITY:

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.

SECTION 4. EFFECTIVE DATE:

The provisions of this Ordinance Number 2634 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 and APPROVED this the 22nd day of February, 2016.

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 # 2634 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2635

AN ORDINANCE TO AMEND SECTION 12-2, VESTAVIA HILLS CODE OF ORDINANCES, REPUBLISHED 2015 ENTITLED “LIBERTY PARK SPORTS COMPLEX” AND SECTION 1 OF ORDINANCE NUMBER 2256 ENTITLED “PARK RULES AND REGULATIONS”, TO AMEND HOURS OF OPERATION, RULES AND REGULATIONS FOR LIBERTY PARK SPORTS COMPLEX

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted and established amended rules, regulations and hours of operation for Liberty Park Sports Complex; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present these amended rules, regulations and hours of operation to the City Council for consideration; and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to amend Section 12-2 of the Vestavia Hills Code of Ordinances Republished 2015 and Ordinance Number 2256 and to adopt said amended rules, regulations and hours of operation for Liberty Park Sports Complex.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT SECTION 12-2, VESTAVIA HILLS CODE OF ORDINANCES REPUBLISHED 2015 ENTITLED “LIBERTY PARK SPORTS COMPLEX” AND SECTION 1 OF ORDINANCE NUMBER 2256 ENTITLED “PARK RULES AND REGULATIONS” ARE HEREBY AMENDED, AS FOLLOWS:

SECTION 1. PARK RULES AND REGULATIONS:

- (1) Liberty Park Sports Complex shall open at daybreak and close at 9:30 p.m. except for events scheduled through the office of parks and recreation. Unauthorized individuals in the park after closing can be subject to penalties described in Section 2.
- (2) Maintenance crews have first priority on any space within the park.

- (3) Access to some areas of the park may be limited due to scheduled events; therefore, if any field has been prepared for a scheduled event, it shall be off-limits to public access. Access may also be limited due to periodic down time to allow recuperation of fields at the direction of the parks and recreation director or the maintenance superintendent.
- (4) There may be times when fields are closed for maintenance.
- (5) No skates, rollerblades, ripsticks, bicycles, go-carts, scooters, motorcycles, four-wheelers, three-wheelers, skateboards, or any other type of vehicle, except for service vehicles, is allowed off the designated parking area at any time.
- (6) Golf, archery, glass containers, camping, open fires, dumping, fireworks and noisemakers are prohibited.
- (7) Fireworks, explosives, or slingshots are not allowed.
- (8) Smoking is restricted per city ordinance.
- (9) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (10) Pets should be kept on a leash and under control at all times. Any solid excretion matter from said pet must be picked up from any surface area. Pets are not allowed on any athletic surfaces including, but not limited to, baseball fields, softball fields, soccer fields, football fields, lacrosse fields, tennis courts or basketball courts.
- (11) Parking is restricted to designated areas.
- (12) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.

- (13) Violators will be asked to leave the premises and are subject to further action penalties as described in Section 2.

SECTION 2. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provision of this Ordinance shall, upon conviction, be punished in accordance with Title 11-45-9, Code of Alabama, 1975, for a misdemeanor violation for each such offense. Each day any violation of this ordinance shall constitute a separate offense.

SECTION 3. SEVERABILITY:

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.

SECTION 4. EFFECTIVE DATE:

The provisions of this Ordinance Number 2635 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 and APPROVED this the 22nd day of February, 2016.

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 # 2635 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 22nd day of January, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2636

AN ORDINANCE TO AMEND SECTION 12-3 OF THE VESTAVIA HILLS CODE OF ORDINANCES REPUBLISHED 2015 ENTITLED “LITTLE SHADES CREEK PARK” AND TO AMEND SECTION 2 OF ORDINANCE NUMBER 2178 ENTITLED “PARK RULES AND REGULATIONS”, TO AMEND REGULATION OF THE HOURS OF OPERATION, RULES AND REGULATIONS FOR MCCALLUM PARK

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted and established amended rules, regulations and hours of operation for McCallum Park; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present these rules, regulations and hours of operation to the City Council for consideration; and

On February 22, 2010, the Vestavia Hills City Council adopted and approved Ordinance Number 2326 naming the park know as “Little Shades Creek Park” as “McCallum Park” in honor of Charles A. McCallum Jr; and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to amend Section 12-3 of the Vestavia Hills Code of Ordinances and Section 2 of Ordinance Number 2178 and to adopt said amended rules, regulations and hours of operation for McCallum Park.

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

SECTION 1. AMENDMENT:

Section 12-3 of the Vestavia Hills Code of Ordinances, Republished 2015, entitled “Little Shades Creek Park” and Section 2 of Ordinance Number 2178 is hereby amended in its entirety as follows:

“SECTION 2. PARK RULES AND REGULATIONS:

- (1) The area known as Little Shades Creek Park shall be known and designated as “McCallum Park.”
- (2) McCallum Park shall open at 6:00 a.m. and shall close at sunset, except for events scheduled through the office of parks and recreation. Unauthorized individuals in the park after closing can be subject to penalties described in Section 2.
- (3) The pavilions are available on a first-come basis.
- (4) Groups of 25 or more individuals must register with the office of park and recreation a minimum of 72 hours prior to meeting or event. Such registration shall be made during normal business hours.
- (5) Fireworks, explosives, bows and arrows, crossbows or slingshots are not allowed.
- (6) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (7) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.
- (8) Smoking is restricted per city ordinance.
- (9) No go-carts, scooters, motorcycles, four-wheelers, three-wheelers, or any other type of vehicle is allowed off of the designated parking area at any time.
- (10) Pets should be kept on a leash and under control at all times, and any solid excretion matter from said pet must be picked up from any surface area.
- (11) No hitting of golf balls at any time on any field.

- (12) Parking is restricted to designated areas.
- (13) Bicycles are allowed in designated trail areas.
- (14) Violators will be asked to leave the premises, and are subject to further action penalties as described in Section 2.

SECTION 3. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not less than twenty five dollars (\$25.00) nor more than the maximum penalty allowed by the State of Alabama for a misdemeanor violation for each such "offense". Each day any violation of this Ordinance shall continue shall constitute a separate offense.

SECTION 4. SEVERABILITY:

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.

SECTION 5. EFFECTIVE DATE:

The provisions of this Ordinance Number 2636 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 and APPROVED this the 22nd day of February, 2016.

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 # 2636 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and New Merkle House this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2637

AN ORDINANCE TO AMEND SECTION 12-4 OF THE VESTAVIA HILLS CODE OF ORDINANCES REPUBLISHED 2015 ENTITLED “VESTAVIA HILLS ATHLETIC COMPLEX CAHABA HEIGHTS” AND TO AMEND SECTION 1 OF ORDINANCE NUMBER 2257 ENTITLED “PARK RULES AND REGULATIONS” TO AMEND REGULATION OF THE HOURS OF OPERATION, RULES AND REGULATIONS FOR VESTAVIA HILLS ATHLETIC COMPLEX CAHABA HEIGHTS

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted amended rules, regulations and hours of operation for Vestavia Hills Athletic Complex Cahaba Heights; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present these rules, regulations and hours of operation to the City Council for consideration; and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to amend Ordinance Number 2257 to adopt said amended rules, regulations and hours of operation for Vestavia Hills Athletic Complex Cahaba Heights.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT SECTION 12-4 OF THE VESTAVIA HILLS CODE OF ORDINANCES REPUBLISHED 2015 ENTITLED “VESTAVIA HILLS ATHLETIC COMPLEX CAHABA HEIGHTS” AND SECTION 1 OF ORDINANCE NUMBER 2257 ENTITLED “PARK RULES AND REGULATIONS” IS HEREBY AMENDED, AS FOLLOWS:

SECTION 1. PARK RULES AND REGULATIONS:

- (1) Vestavia Hills Athletic Complex Cahaba Heights shall open at 6:30 a.m. and close at sunset except for events scheduled through the office of parks and recreation. Unauthorized individuals in the park after closing can be subject to penalties described in Section 2.
- (2) Maintenance crews have first priority on any space within the park.
- (3) Access to some areas of the park may be limited due to scheduled events; therefore, if any field has been prepared for a scheduled event, it shall be off-limits to public access. Access may also be limited due to periodic down time to allow recuperation of fields at the direction of the parks and recreation director or the maintenance superintendent.
- (4) There may be times when fields are closed for maintenance.
- (5) No skates, rollerblades, ripsticks, bicycles, go-carts, scooters, motorcycles, four-wheelers, three-wheelers, skateboards, or any other type of vehicle, except for service vehicles, is allowed off of the designated parking area at any time.
- (6) Golf, archery, glass containers, camping, open fires, and dumping are prohibited.
- (7) Fireworks, explosives, or slingshots are not allowed.
- (8) Smoking is restricted per city ordinance.
- (9) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (10) Pets should be kept on a leash and under control at all times. Any solid excretion matter from said pet must be picked up from any surface area. Pets are not allowed on any athletic surfaces including, but not limited to, baseball fields, softball fields, soccer fields, football fields, lacrosse fields, tennis courts or basketball courts.
- (11) Parking is restricted to designated areas.

- (12) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.
- (13) Violators will be asked to leave the premises and are subject to further action and penalties as described in Section 2.

SECTION 2. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provision of this Ordinance shall, upon conviction, be punished in accordance with Title 11-45-9, Code of Alabama, 1975, for a misdemeanor violation for each such offense. Each day any violation of this Ordinance shall constitute a separate offense.

SECTION 3. SEVERABILITY:

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.

SECTION 4. EFFECTIVE DATE:

The provisions of this Ordinance Number 2637 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 and APPROVED this the 22nd day of February, 2016.

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 # 2637 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House, Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2638

AN ORDINANCE TO AMEND SECTION 12-5 OF THE VESTAVIA HILLS CODE OF ORDINANCES REPUBLISHED 2015 ENTITLED “BYRD PARK” AND TO AMEND SECTION 1 OF ORDINANCE NUMBER 2180 ENTITLED “PARK RULES AND REGULATIONS” FOR AMENDED REGULATION OF THE HOURS OF OPERATION, RULES AND REGULATIONS FOR BYRD PARK

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted amended rules, regulations and hours of operation for Byrd Park; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present these rules, regulations and hours of operation to the City Council for consideration; and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to adopt said amended rules, regulations and hours of operation for Byrd Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT SECTION 12-5 OF THE VESTAVIA HILLS CODE OF ORDINANCES REPUBLISHED 2015 ENTITLED “BYRD PARK” AND TO AMEND SECTION 1 OF ORDINANCE NUMBER 2180 ENTITLED “PARK RULES AND REGULATIONS” BE AMENDED AS FOLLOWS:

SECTION 1. PARK RULES AND REGULATIONS:

- (1) Byrd Park shall open at 6:00 a.m. and shall close at sunset, except for events scheduled through the office of parks and recreation. Unauthorized

individuals in the park after closing can be subject to penalties described in Section 2.

- (2) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (3) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.
- (4) Smoking is restricted per city ordinance.
- (5) No bicycles, go-carts, scooters, skateboards, motorcycles, four-wheelers, three-wheelers, or any other type of vehicle is allowed off of the designated parking area at any time.
- (6) Pets should be kept on a leash and under control at all times, and any solid excretion matter from said pet must be picked up from any surface area.
- (7) No hitting of golf balls at any time on any field.
- (8) Parking is restricted to designated areas.
- (9) Fireworks, explosives, bows and arrows, crossbows or slingshots are not allowed.
- (10) Violators will be asked to leave the premises, and are subject to further action and penalties as described in Section 2.

SECTION 2. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not less than twenty five dollars (\$25.00) nor more than the maximum penalty

allowed by the State of Alabama for a misdemeanor violation for each such "offense".
Each day any violation of this Ordinance shall constitute a separate offense.

SECTION 3. SEVERABILITY:

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.

SECTION 4. EFFECTIVE DATE:

The provisions of this Ordinance Number 2638 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 and APPROVED this the 22nd day of February, 2016.

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 # 2638 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle Houser and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2639

AN ORDINANCE TO AMEND SECTION 12-6 VESTAVIA HILLS CODE OF ORDINANCES ENTITLED “SHALLOWFORD PARK” AND AMEND SECTION 1 OF ORDINANCE NUMBER 2181 ENTITLED “PARK RULES AND REGULATIONS” TO AMEND THE HOURS OF OPERATION, RULES AND REGULATIONS FOR SHALLOWFORD PARK

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted amended rules, regulations and hours of operation, rules and regulations for Shallowford Park; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present these amended rules, regulations and hours of operation to the City Council for consideration; and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to adopt said amended rules, regulations and hours of operation for Shallowford Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT 12-6 VESTAVIA HILLS CODE OF ORDINANCES ENTITLED “SHALLOWFORD PARK” AND AMEND SECTION 1 OF ORDINANCE NUMBER 2181 ENTITLED “PARK RULES AND REGULATIONS” BE AMENDED AS FOLLOWS:

SECTION 1. PARK RULES AND REGULATIONS:

- (1) Shallowford Park shall open at 6:00 a.m. and shall close at sunset, except for events scheduled through the Office of Parks and Recreation.

Unauthorized individuals in the park after closing can be subject to penalties described in Section 2.

- (2) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (3) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.
- (4) Smoking is restricted per city ordinance.
- (5) No bicycles, go-carts, scooters, skateboards, motorcycles, four-wheelers, three-wheelers, or any other type of vehicle is allowed off of the designated parking area at any time.
- (6) Pets should be kept on a leash and under control at all times, and any solid excretion matter from said pet must be picked up from any surface area.
- (7) No hitting of golf balls at any time.
- (8) Parking is restricted to designated areas.
- (9) Fireworks, explosives, bows and arrows, crossbows or slingshots are not allowed.
- (10) Violators will be asked to leave the premises, and are subject to further action and penalties as described in Section 2.

SECTION 2. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this ordinance. Any person, firm or corporation violating any of the said terms and provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not less than twenty five dollars (\$25.00) nor more than the maximum penalty

allowed by the State of Alabama for a misdemeanor violation for each such "offense".
Each day any violation of this ordinance shall constitute a separate offense.

SECTION 3. SEVERABILITY:

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.

SECTION 4. EFFECTIVE DATE:

The provisions of this Ordinance Number 2639 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 and APPROVED this the 22nd day of February, 2016.

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 # 2639 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2640

AN ORDINANCE NAMING THE SICARD HOLLOW ATHLETIC COMPLEX, REGULATING THE HOURS OF OPERATION, AND ESTABLISHING RULES AND REGULATIONS FOR SAID PARK

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted a name, hours of operation, rules and regulations for the Sicard Hollow Athletic Complex; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present this name, rules, regulations and hours of operation to the City Council for consideration; and

WHEREAS, the Vestavia Hills Parks and Recreation Board voted to name the Sicard Hollow Athletic Complex simply “SHAC;” and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to adopt said name, rules, regulations and hours of operation for SHAC.

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

SECTION 1. DESIGNATION.

The fields, press boxes and all areas of the Sicard Hollow Athletic Complex shall be known as “SHAC.” Each reference to such athletic complex in an ordinance, map, resolution, document, record or other paper of the City of Vestavia Hills shall be deemed as reference to “SHAC.”

SECTION 2. PARK RULES AND REGULATIONS.

- (1) SHAC shall open at 6:30 a.m. and close at sunset except for events scheduled through the office of parks and recreation. Unauthorized individuals in the park after closing can be subject to penalties described in Section 3.
- (2) Maintenance crews have first priority on any space within the park.
- (3) Access to some areas of the park may be limited due to scheduled events; therefore, if any field has been prepared for a scheduled event, it shall be off-limits to public access. Access may also be limited due to periodic down time to allow recuperation of fields at the direction of the parks and recreation director or the maintenance superintendent.
- (4) There may be times when fields are closed for maintenance.
- (5) No skates, rollerblades, ripsticks, bicycles, go-carts, scooters, motorcycles, four-wheelers, three-wheelers, skateboards, or any other type of vehicle, except for service vehicles, is allowed off of the designated parking area at any time.
- (6) Golf, archery, glass containers, camping, open fires, dumping, fireworks and noisemakers are prohibited.
- (7) Fireworks, explosives, and slingshots are not allowed.
- (8) Smoking is restricted per city ordinance.
- (9) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (10) Pets are not allowed inside the fences of the athletic complex at any time. In other areas of the park, pets should be kept on a leash and under control at all times, and any solid excretion matter from said pet must be picked up from any surface area.
- (11) Parking is restricted to designated areas.
- (12) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his

designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.

- (13) Violators will be asked to leave the premises and are subject to further action and penalties as described in Section 3.

SECTION 3. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not less than twenty five dollars (\$25.00) nor more than the maximum penalty allowed by the State of Alabama for a misdemeanor violation for each such "offense". Each day any violation of this Ordinance shall constitute a separate offense.

SECTION 4. SEVERABILITY:

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.

SECTION 5. EFFECTIVE DATE:

The provisions of this Ordinance Number 2640 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 and APPROVED this the 22nd day of February, 2016.

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 # 2640 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2641

**AN ORDINANCE NAMING THE MEADOWLAWN PARK,
REGULATING THE HOURS OF OPERATION, AND
ESTABLISHING RULES AND REGULATIONS FOR SAID PARK**

WHEREAS, on January 19, 2016, the Vestavia Hills Parks and Recreation Board met in regular session and adopted a name, hours of operation, rules and regulations for the Meadowlawn Park; and

WHEREAS, the Vestavia Hills Parks and Recreation Board has requested the Director of Public Services to present this name, rules, regulations and hours of operations to the City Council for consideration; and

WHEREAS, the Mayor and the Vestavia Hills City Council have reviewed the recommendations of the Vestavia Hills Parks and Recreation Board and feel it is in the best interest of the public to adopt said name, rules, regulations and hours of operation for Meadowlawn Park.

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

SECTION 1. DESIGNATION.

The areas of the public park located off of Dolly Ridge Road in the Meadowlawn community shall be known as “Meadowlawn Park.” Each reference to such athletic complex in an ordinance, map, resolution, document, record or other paper of the City of Vestavia Hills shall be deemed to a reference to the “Meadowlawn Park.”

SECTION 2. PARK RULES AND REGULATIONS.

- (1) Meadowlawn Park shall open at 6:30 a.m. and close at sunset except for events scheduled through the office of parks and recreation. Unauthorized

individuals in the park after closing can be subject to penalties described in Section 3.

- (2) Maintenance crews have first priority on any space within the park.
- (3) Access to some areas of the park may be limited due to scheduled events; therefore, if any field has been prepared for a scheduled event, it shall be off-limits to public access. Access may also be limited due to periodic down time to allow recuperation of fields at the direction of the parks and recreation director or the maintenance superintendent.
- (4) There may be times when fields are closed for maintenance.
- (5) No skates, rollerblades, ripsticks, bicycles, go-carts, scooters, motorcycles, four-wheelers, three-wheelers, skateboards, or any other type of vehicle, except for service vehicles, is allowed off of the designated parking area at any time.
- (6) Golf, archery, glass containers, camping, open fires, dumping, fireworks and noisemakers are prohibited.
- (7) Fireworks, explosives, slingshots are not allowed.
- (8) Smoking is restricted per city ordinance.
- (9) Use, solicitation, possession, or distribution of any controlled substance is strictly prohibited.
- (10) Pets are not allowed inside the fences of the athletic complex at any time. In other areas of the park, pets should be kept on a leash and under control at all times, and any solid excretion matter from said pet must be picked up from any surface area.
- (11) Parking is restricted to designated areas.
- (12) Alcohol is prohibited unless a permit has been previously issued and is physically present with the applicant at the park during use. The permit must be signed by the Parks and Recreation Superintendent or his designee and noted with appropriate dates/times. Note: A fee (or deposit) may be required prior to a permit being issued.
- (13) Violators will be asked to leave the premises and are subject to further action and penalties as described in Section 3.

SECTION 3. FINES AND PUNISHMENT:

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not less than twenty five dollars (\$25.00) nor more than the maximum penalty allowed by the State of Alabama for a misdemeanor violation for each such "offense". Each day any violation of this Ordinance shall constitute a separate offense.

SECTION 4. SEVERABILITY:

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.

SECTION 5. EFFECTIVE DATE:

The provisions of this Ordinance Number 2641 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 and APPROVED this the 22nd day of February, 2016.

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 # 2641 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4794

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated December 22, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of February, 2016; 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 24th day of February, 2016.

2. That on the 23rd day of May, 2016, in the Vestavia Hills City Hall, 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 4794 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:

3425 Jones Drive
Estate of Millie K. Weaver, Owner(s)

More particularly described as follows:

Part of the Northeast quarter of the Southwest quarter of Section 32, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

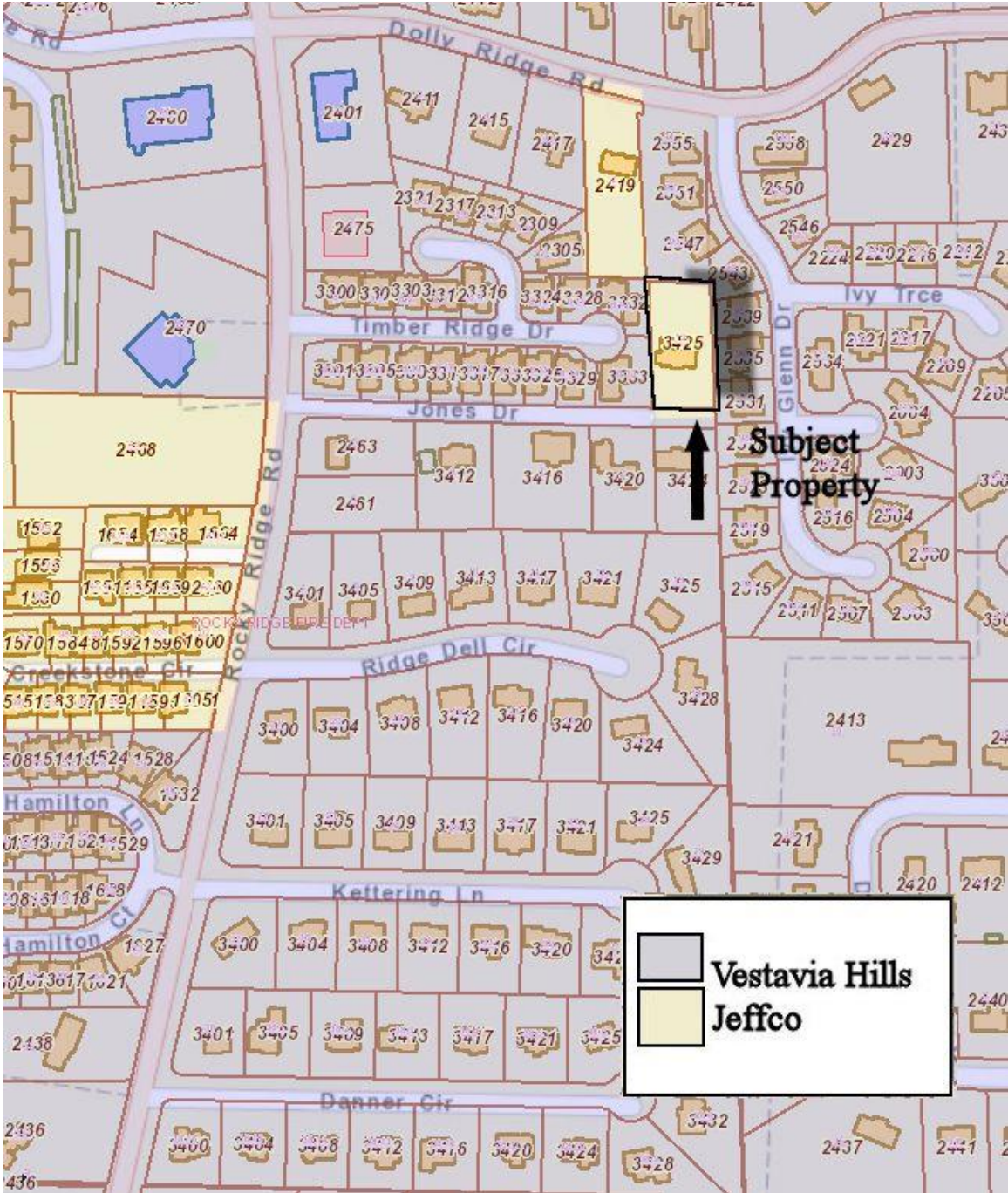
Begin at the Southeast corner of said Northeast quarter of Southwest quarter, run thence Northwardly along the East line of said quarter-quarter section for a distance of 210 feet; run thence Westwardly for a distance of 105 feet; run thence Southwardly for a distance of 105 feet; run thence Southwardly for a distance of 210 feet; run thence Eastwardly for a distance of 105 feet to the point of beginning.

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 3425 Jones Drive

Owners: Estate of Millie Weaver

Date: _____

1. The property in question is contiguous to the city limits.
 Yes No _____ Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
 Yes 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 174,900. 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 _____ Number in city _____
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No _____ Comment _____

Property: 3425 Jones 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: _____

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

Other Comments: _____

George Pierce
Chairman
John Henley
Council Rep

PARCEL #: 28 00 32 3 004 013.000
OWNER: WEAVER MILLIE K
ADDRESS: 3425 JONES DR VESTAVIA AL 35243-2801
LOCATION: 3425 JONES DR BHAM AL 35243

[111-C-] Baths: 2.0 H/C Sqft: 1,726
 18-034.0 Bed Rooms: 3 Land Sch: L1
 Land: 71,400 Imp: 103,500 Total: 174,900
 Acres: 0.000 Sales Info: 12/01/1998
\$103,000

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

Tax Year : 2015

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$173,000.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$71,440
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 UTILITY STEELOR 26SAPFA \$700
 BLDG 001 111 \$102,800
 TOTAL MARKET VALUE [APPR. VALUE: \$174,900]: \$174,940
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$17,500	\$113.75	\$4,000	\$26.00	\$87.75
COUNTY	3	1	\$17,500	\$236.25	\$2,000	\$27.00	\$209.25
SCHOOL	3	1	\$17,500	\$143.50	\$0	\$0.00	\$143.50
DIST SCHOOL	3	1	\$17,500	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$17,500	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$17,500	\$89.25	\$0	\$0.00	\$89.25
SPC SCHOOL2	3	1	\$17,500	\$294.00	\$0	\$0.00	\$294.00

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$17,500.00

\$876.75

GRAND TOTAL: \$828.75

Payoff Quote

DEEDS

INSTRUMENT NUMBER

[9914-6776](#)
[9815-8621](#)

DATE

10/29/1999
 11/30/1998

PAYMENT INFO

PAY DATE TAX YEAR

2015
 1/21/2015 2014
 12/21/2013 2013
 2/13/2013 2012
 20120315 2011
 20120315 2011

PAID BY

HENDERSON LUKE A LLC
 MILLIE K WEAVER
 WEAVER MILLIE K

AMOUNT

\$0.00
 \$1,216.31
 \$818.73
 \$835.58
 \$848.43
 \$876.75

EXHIBIT "C"

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

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 3425 Jones Drive

Engineering: Date: _____ Initials: _____

Comments: _____

Public Services: _____ Initials: _____

3425 Jones Drive – no concerns noted; Jones Drive is a narrow roadway approximately 15-foot wide, but has recently been resurfaced as part of the City's Spring 2015 paving contract.

Police Department: Date: 1-6-16 Initials: _____

Comments: No problems _____

Fire Department: Date: 12/29/2015 Initials: SL

Comments: No problems _____

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 12-22-15

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

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

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

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

Ralph (205) 276-8225

EXHIBIT "A"

LOT: _____
BLOCK: _____
SURVEY: _____

Handwritten in blue ink: A 14

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

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

See Attachment:

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>Meghan [Signature]</u>	Lot _____	Block _____	Survey _____
<u>Alvin Zeski McCall</u>	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

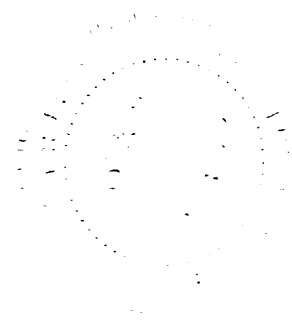
Alvin Zeski McCall being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Alvin Zeski McCall
Signature of Certifier

Subscribed and sworn before me this the 28th day of December, 2015.

Kay Russon
Notary Public

My commission expires: November 18, 2016



LETTERS TESTAMENTARY

IN THE MATTER OF THE ESTATE OF:

IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA

MILLIE K. WEAVER,
Deceased

CASE NO. 2015-227136

LETTERS TESTAMENTARY

The Will of the above-named deceased having been duly admitted to record in said county, Letters Testamentary are hereby granted to ALISON ZESKI MCCALL FKA ALISON ZESKI TANNER and MEGAN WEAVER ZESKI the Personal Representative named in said will, who has complied with the requisitions of the law and is authorized to administer the estate. Subject to the priorities stated in §43-8-76, Code of Alabama (1975, as amended), the said Personal Representative, acting prudently for the benefit of interested persons, has all the powers authorized in transactions under §43-2-843, Code of Alabama (1975, as Amended).

WITNESS my hand this date, 10th day of December, 2015.

(SEAL)

Alan L. King

Judge of Probate

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

WITNESS my hand and seal of said Court this date, 10th day of December 2015.

S.J. Rhodes

Chief Clerk

ORDINANCE NUMBER 2642

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 Estate of Millie K. Weaver dated December 22, 2015, 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:

3425 Jones Drive
Estate of Millie K. Weaver

More particularly described as follows:

Part of the Northeast quarter of the Southwest quarter of Section 32, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the Southeast corner of said Northeast quarter of Southwest quarter, run thence Northwardly along the East line of said quarter-quarter section for a distance of 210 feet; run thence Westwardly for a distance of 105 feet; run thence Southwardly for a distance of 105 feet; run thence Southwardly for a distance of 210 feet; run thence Eastwardly for a distance of 105 feet to the point of beginning.

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/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

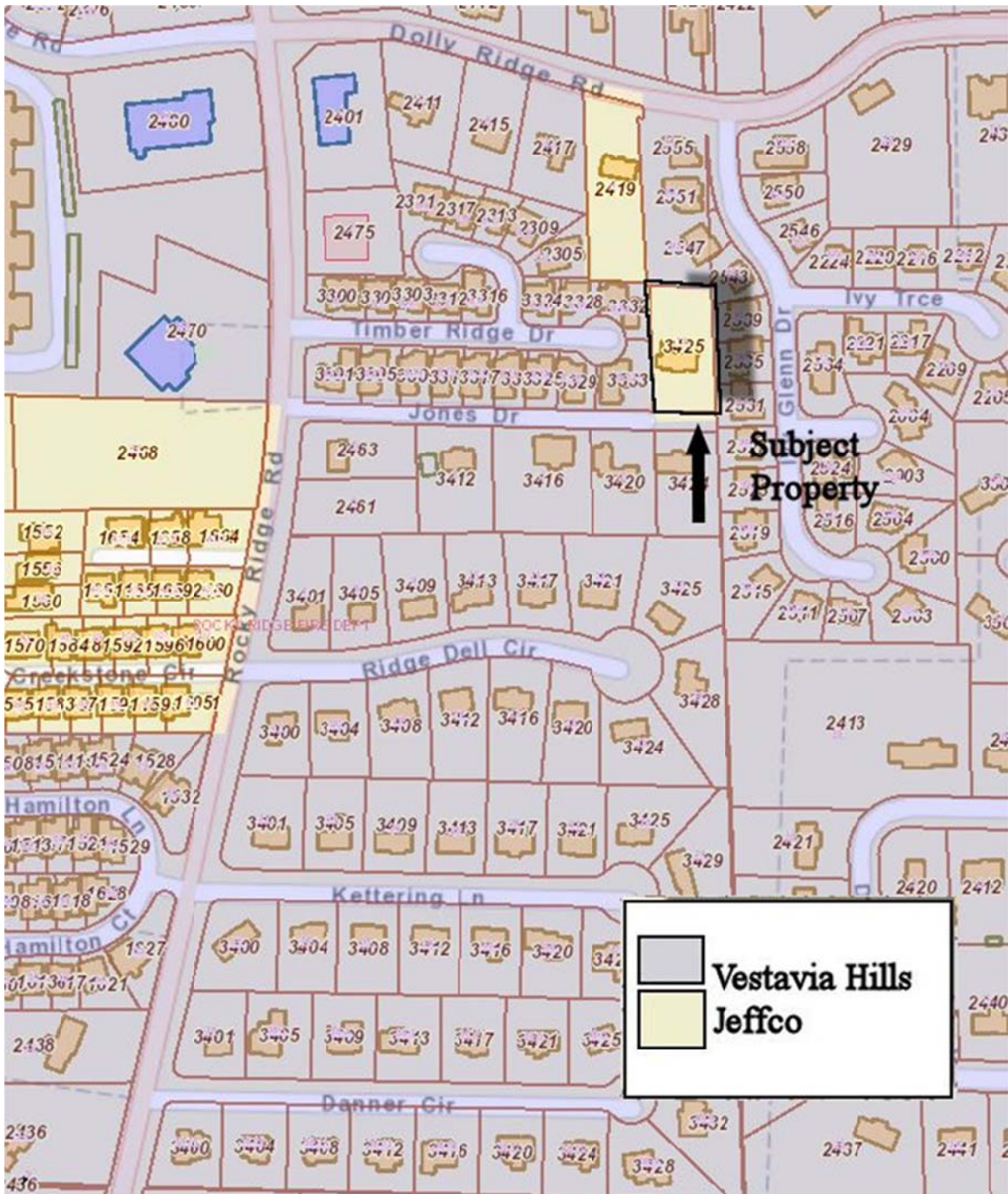
Rebecca Leavings
City Clerk

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 # 2642 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4795

**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 November 23, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of February, 2016; 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 24th day of February, 2016.

2. That on the 23rd day of May, 2016, in the Vestavia Hills City Hall, 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 4795 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:

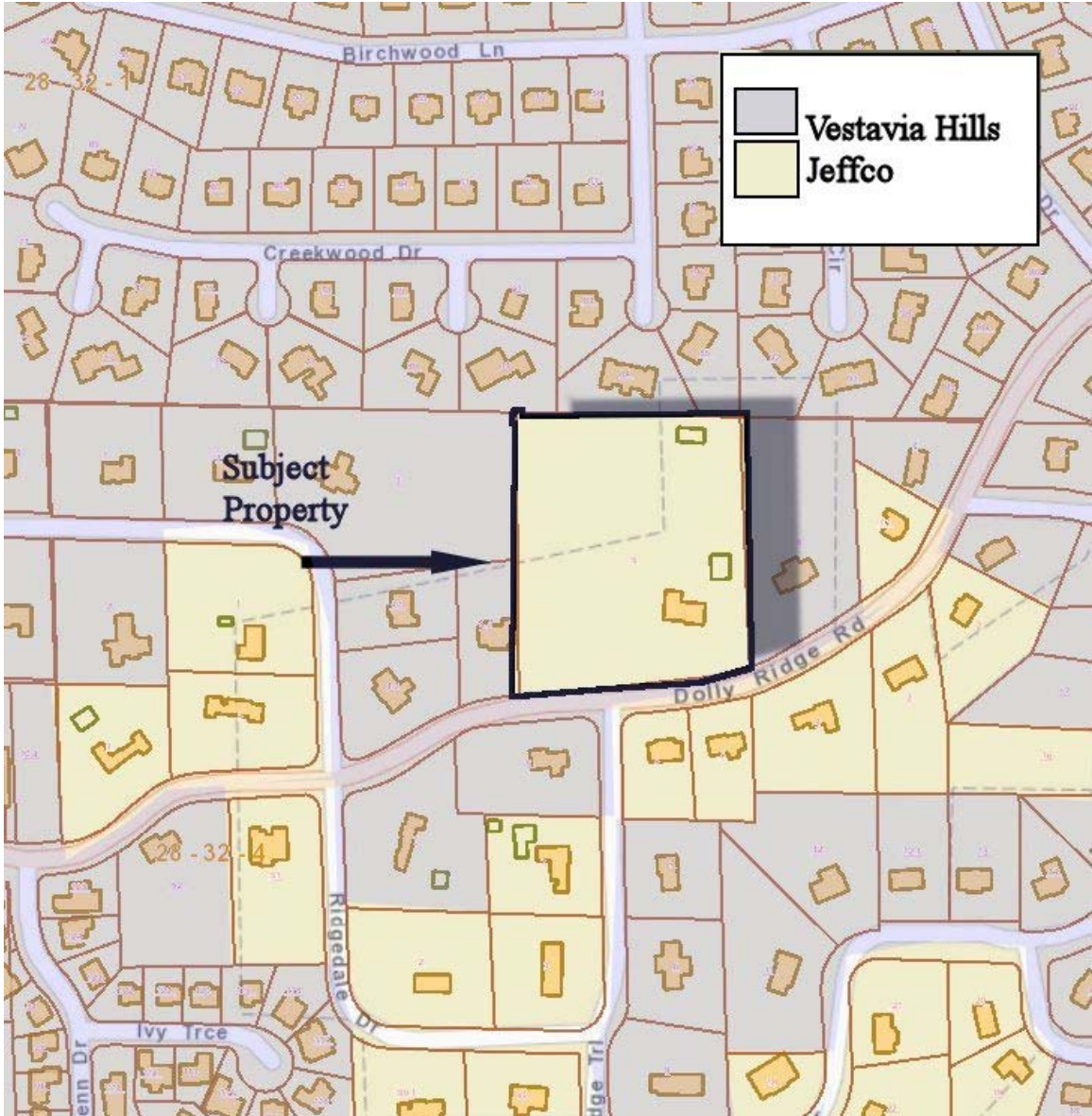
2510 & 2512 Dolly Ridge Road
Lots 21 & 22, Dolly Ridge Estates
Don and Kristie Garrett & Todd and Leeba Strong, Owner(s)

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2510 & 2512 Dolly Ridge Road

Owners: Don and Kristie Garrett & Todd and Leeba Strong

Date: _____

1. The property in question is contiguous to the city limits.
 Yes No _____ Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
 Yes 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 _____. 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 _____ *N/A*
 Number of total homes _____ Number in city _____
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No _____ Comment _____

Property: 2510 & 2512 Dolly Ridge Road

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

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

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

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

Other Comments: _____

~~George Pierce~~ John Henley
~~Chairman~~ Council Rep

PARCEL #: 28 00 32 4 002 005.000
OWNER: MITCHELL JANE
ADDRESS: 2512 DOLLY RIDGE RD VESTAVIA AL 35243-4610
LOCATION: 2512 DOLLY RIDGE RD BHAM AL 35243

[111-D-] Baths: 2.0 H/C Sqft: 2,037
18-034.0 Bed Rooms: 2 Land Sch: L1
Land: 164,600 Imp: 179,400 Total: 344,000
Acres: 0.000 Sales Info: \$0

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

Tax Year : 2015

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE: X
EXEMPT CODE: 3-2 DISABILITY CODE:
MUN CODE: 02 COUNTY HS YEAR: 0
SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$340,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$164,610
LAND VALUE 20% \$0
CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
BLDG 002 111 \$29,000
POOL VINYL 60 29VP600 \$8,600
BLDG 001 111 \$141,800
TOTAL MARKET VALUE [APPR. VALUE: \$344,000]: \$344,010
Assesment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$34,400	\$223.60	\$34,400	\$223.60	\$0.00
COUNTY	3	2	\$34,400	\$464.40	\$2,000	\$27.00	\$437.40
SCHOOL	3	2	\$34,400	\$282.08	\$0	\$0.00	\$282.08
DIST SCHOOL	3	2	\$34,400	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$34,400	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$34,400	\$175.44	\$0	\$0.00	\$175.44
SPC SCHOOL2	3	2	\$34,400	\$577.92	\$0	\$0.00	\$577.92

ASSD. VALUE: \$34,400.00

\$1,723.44

GRAND TOTAL: \$1,472.84

FULLY PAID

DEEDS

INSTRUMENT NUMBER

5862-516

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/11/1957	10/19/2015	2015	JANE N MITCHELL	\$1,472.84
	10/15/2014	2014	ANE N MITCHELL	\$1,458.02
		2013		\$0.00
	10/24/2012	2012	MITCHELL JANE	\$1,482.87
	20111028	2011	***	\$1,677.76
	20101115	2010	***	\$1,781.97
			***	\$1,781.97

EXHIBIT "C"

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

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 2510 & 2512 Dolly Ridge Road

Engineering: Date: _____ Initials: _____

Comments: _____


Public Services: Date: _____ Initials: _____

Comments: _____

2510/2512 Dolly Ridge Road -- no concerns noted

Police Department: Date: 1-6-16 Initials: 

Comments: No problems

Fire Department: Date: 12/29/2015 Initials: 

Comments: No problems

STATE OF ALABAMA

JEFFERSON

COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 11/23/2015

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.

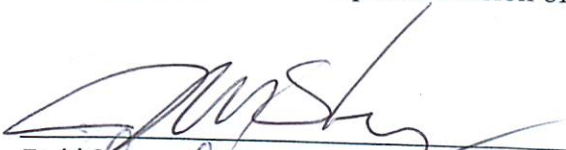
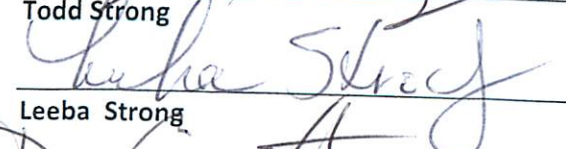

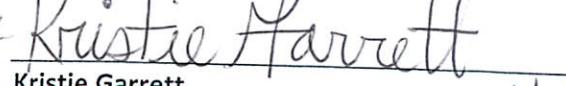
	<u>(205) 915-6346</u>
Todd Strong	CONTACT NUMBER
	<u>(205) 616-8546</u>
Leeba Strong	CONTACT NUMBER
	<u>(205) 410-2407</u>
Don Garrett	CONTACT NUMBER
* 	<u>(205) 533-1959</u>
Kristie Garrett	CONTACT NUMBER
<u>kagarrett@bellsouth.net</u>	

EXHIBIT "A"

LOT: 21 and 22

BLOCK: _____

SURVEY: Rocky Ridge Estates

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

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Parcel # 28 00 32 4 002 005.000
2512 Dolly Ridge Road, Vestavia 35243

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Jane N. Mitchell</u>	Lot <u>21^{1/2} 22</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

JANE N MITCHELL 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.


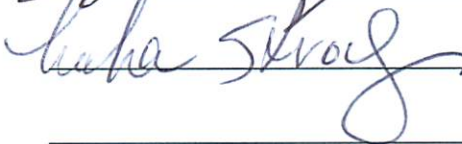
Jane N. Mitchell
Signature of Certifier

Subscribed and sworn before me this the 17 day of November, 2015.

Mildred H. Osborn
Notary Public

My commission expires: Aug 21, 2019

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


<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
	Lot <u>22</u> Block _____ Survey <u>Rocky Ridge Estates</u>
	Lot <u>22</u> Block _____ Survey <u>Rocky Ridge Estates</u>
_____	Lot _____ Block _____ Survey _____


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

STATE OF ALABAMA

Jefferson COUNTY

J Todd Strong; Lee Ba Strong 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 17th day of November, 20 15.



Notary Public

My commission expires: Aug 21, 2019

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Don Garrett</u>	Lot <u>21</u> Block _____ Survey <u>Rocky Ridge Estates</u>
<u>Kristie Garrett</u>	Lot <u>21</u> Block _____ Survey <u>Rocky Ridge Estates</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Don Garrett & Kristie Garrett 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.

Kristie Garrett

 Signature of Certifier

Don Garrett

Subscribed and sworn before me this the 17th day of November, 2015.

Mildred H. Ashorn

 Notary Public

My commission expires: Aug 21, 2019

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): Don & Kristie Garrett
Todd & Leeba Strong

Address: 2512 Dolly Ridge Road

City: Vestavia State: AL Zip: 35243

Information on Children: Already enrolled
Plan to Enroll In
Vestavia Hills School?

	Name(s)	Age	School Grade	Yes	No
1.	Daniel Strong	17	11	VHHS	
2.	Matthew Strong	12	6	Pizitz	
3.	Haley Garrett	14	8	Pizitz	
4.	Sam Garrett	12	6	Pizitz	
5.	Ben Garrett	10	4	Central	
6.					

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

ORDINANCE NUMBER 2643

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 Don and Kristie Garrett & Todd and Leeba Strong dated November 23, 2015, 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:

2510 & 2512 Dolly Ridge Road
Lots 21 & 22, Dolly Ridge Estates
Don and Kristie Garrett & Todd and Leeba Strong

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/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

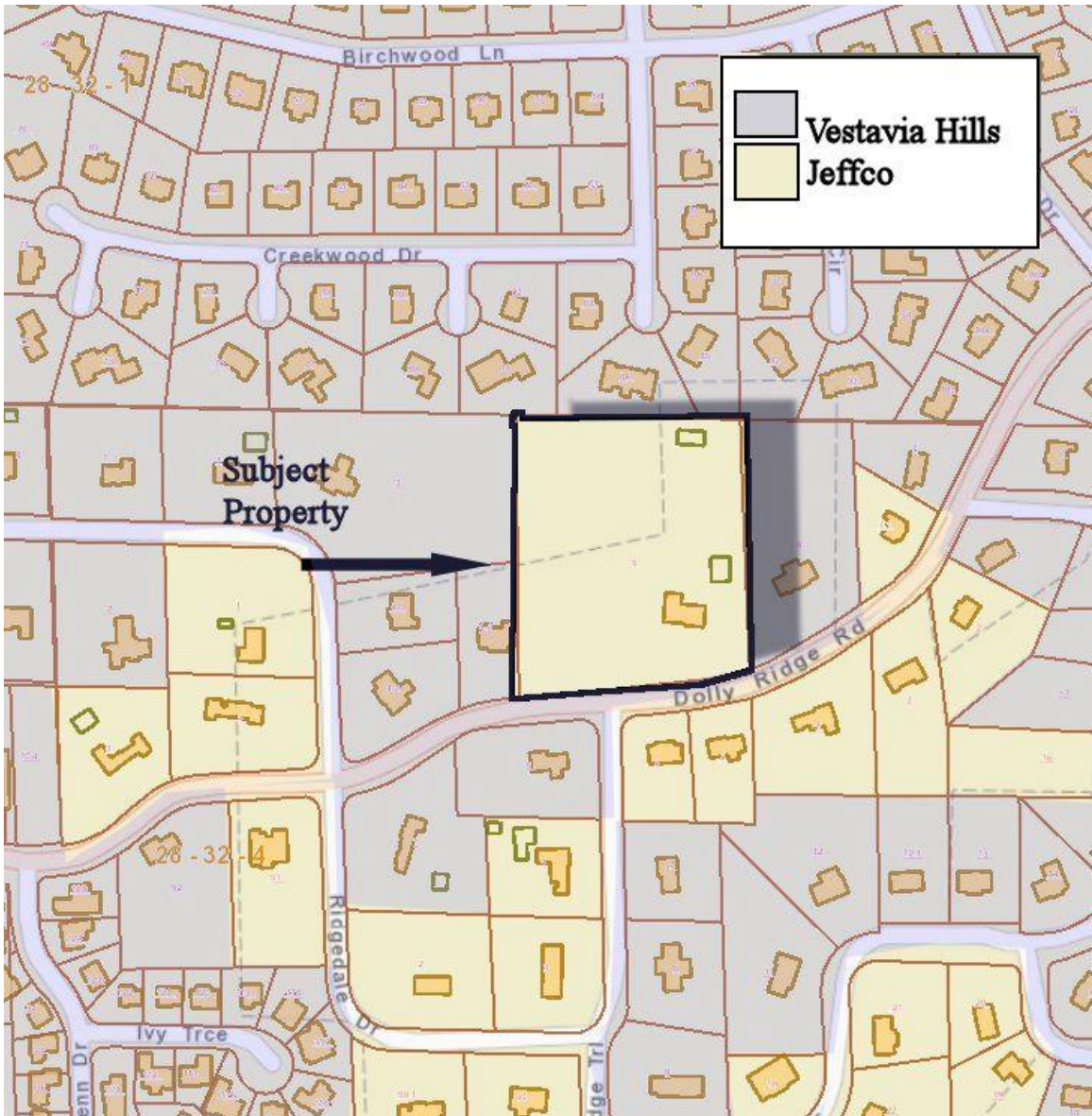
Rebecca Leavings
City Clerk

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 # 2643 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 22nd day of February, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4796

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated December 17, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of February, 2016; 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 24th day of February 2016.

2. That on the 23rd day of May, 2016, in the Vestavia Hills City Hall, 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 4796 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:

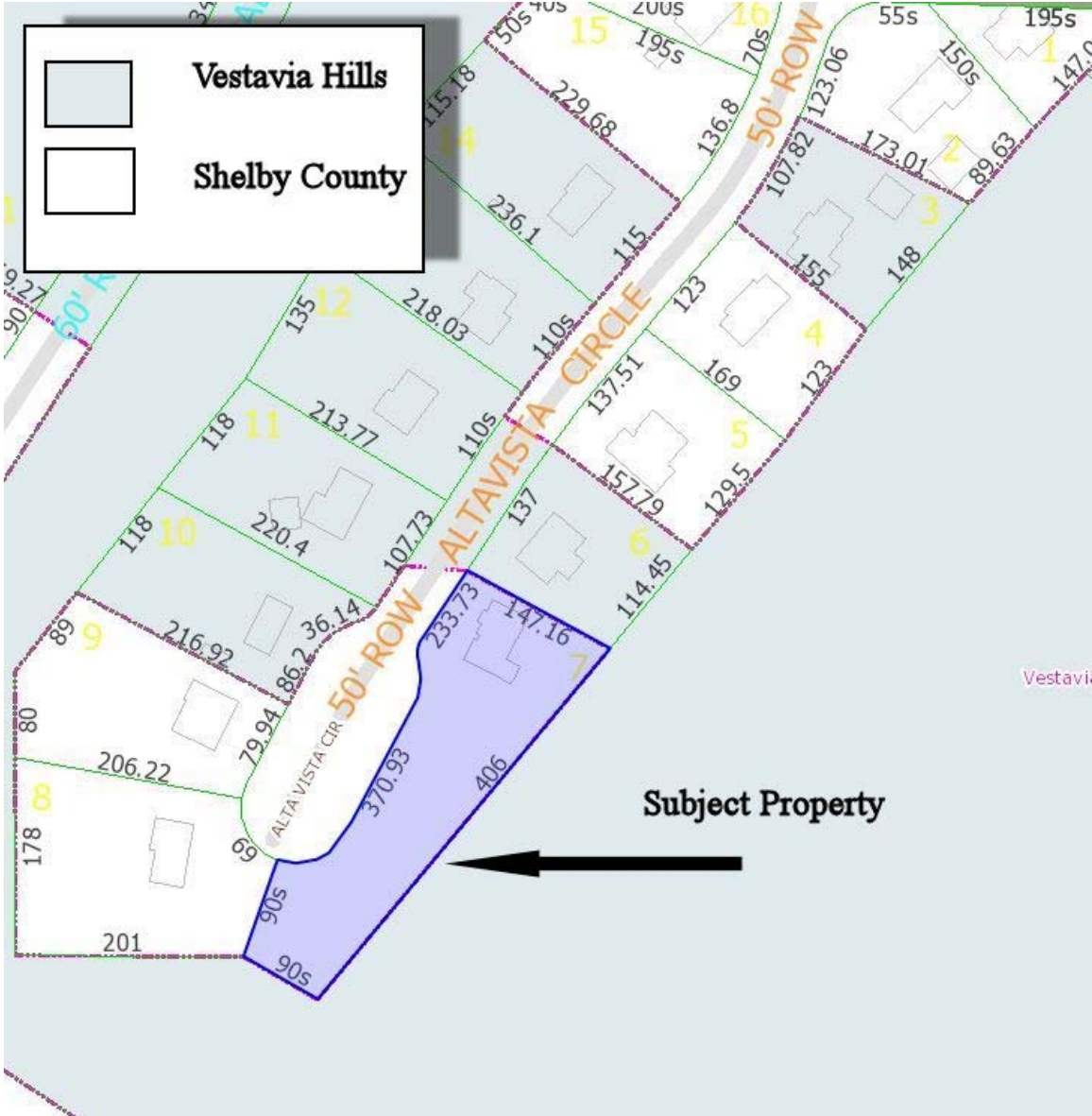
2611 Alta Vista Circle
Lot 7, Altadena Valley Country Club Sector
Chad Speegle, Owner(s)

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2611 Alta Vista Circle

Owners: Chad Speegle

Date: 1-19-16

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 Eng & aware & on watch list

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$331,600. 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 15 Number in city 7
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No Comment _____

Property: 2611 Alta Vista Circle

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

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

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

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

Other Comments: _____


George Pierce
Chairman
*John Henley
Council rep*



SHELBY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME PROPERTY TAX BOE PERSONAL PROPERTY REDEMPTION

- Search
- Pay Tax
- Assessment
- Forms

PARCEL #: 10 2 04 0 001 007.000
OWNER: SPEEGLE CHAD ERIC
ADDRESS: 2611 ALTAVISTA CIRCLE BHAM AL 35243

Baths: 3.5 **H/C Sqft:** 2,853
Land: 80,000 **Imp:** 251,600 **Total:** 331,600
Acres: 0.950 **Sales Info:** \$0

Prev Next >> [1 / 9 Records]

Tax Year : 2015

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	2	LAND VALUE 10%	\$0
EXEMPT CODE:		LAND VALUE 20%	\$80,000
MUN CODE:	01 COUNTY	CURRENT USE VALUE	\$0
SCHOOL DIST:	2		
OVR ASD VALUE:	\$0.00	<u>CLASS 2</u>	
		BLDG 01	111 \$251,600
CLASS USE:		<u>CLASS 3</u>	
FOREST ACRES:	0		
PREV YEAR VALUE:	\$334,300.00	TOTAL MARKET VALUE:	\$331,600

- QUICK LINKS
- PTC Info
 - Assessment
 - Collection
 - Property Deeds
 - Millage Rate
 - Contact Us
 - County Site
 - Get Adobe Reader
 - ** News **

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$66,320	\$431.08	\$0	\$0.00	\$431.08
COUNTY	2	1	\$66,320	\$497.40	\$0	\$0.00	\$497.40
SCHOOL	2	1	\$66,320	\$1,061.12	\$0	\$0.00	\$1,061.12
DIST SCHOOL	2	1	\$66,320	\$928.48	\$0	\$0.00	\$928.48
CITY	2	1	\$66,320	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00

ASSD. VALUE: \$66,320.00 \$2,918.08 GRAND TOTAL: \$2,918.08

DEEDS

- INSTRUMENT NUMBER**
- [20051123000610570](#)
 - [20050106000008520](#)
 - [20041014000567580](#)
 - [20000001508600000](#)

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/23/2005	11/18/2015	2015	CORELOGIC REAL ESTATE TAX SERVICE	\$2,918.08
1/5/2005	11/20/2014	2014	CORELOGIC	\$2,941.84
1/7/2004	11/15/2013	2013	RESURGENT CAPITAL SERVICES LP	\$1,430.36
5/2/2000	11/8/2012	2012	GREEN TREE SERVICING	\$1,430.36
	11/17/2011	2011	FIRST FEDERAL OF ALABAMA	\$1,441.80
	11/23/2010	2010	FIRST FEDERAL OF ALABAMA	\$1,464.68
	11/16/2009	2009	FIRST FEDERAL OF ALABAMA	\$1,322.12
	11/19/2008	2008	FIRST FEDERAL OF ALABAMA	\$1,322.12
	11/19/2007	2007	FIRST FEDERAL OF ALABAMA	\$1,316.84
	11/20/2006	2006	FIRST FEDERAL OF ALABAMA	\$1,223.56
	11/18/2005	2005	FIRST FEDERAL BANK	\$2,471.92
	11/8/2004	2004	FIRST FEDERAL BANK	\$396.00

DON ARMSTRONG
Property Tax Commissioner

SHELBY COUNTY
102 Depot Street
Columbiana, AL 35051
(205) 670-6900



Powered By: E-Ring, Inc.

Website Disclaimer

EXHIBIT "C"

CITY OF VESTAVIA HILLS

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

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 2611 Alta Vista Circle

Engineering: _____ Date: _____ Initials: _____

Comments: _____

Public Serv.:

2611 Alta Vista Circle -- within Shelby County; pavement is in poor condition and needs resurfacing in near future; this lot sits below street level and has existing drainage concerns with water from street; home has existing landscape blocks used to act as a curbing -- this "make shift" curbing will not be maintained by the City.

Police Department: _____ Date: 1-6-16 Initials: _____

Comments: No problems _____

Fire Department: _____ Date: 12/29/2015 Initials: SK

Comments: No problems _____

STATE OF ALABAMA

SHELBY COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 12-17-15

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 SHELBY 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.

CESPEEGLE@hotmail.com

205-243-6604

EXHIBIT "A"

LOT: 7

BLOCK: _____

SURVEY: ALTADENA VALLEY COUNTRY CLUB

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

COUNTY ZONING: SHELBY COUNTY E2

COMPATIBLE CITY ZONING: VESTAVIA

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>Chad Speegle</u>	Lot <u>7</u>	Block _____	Survey <u>ALTADENA VALLEY COUNTRY CLUB</u>
_____	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

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

STATE OF ALABAMA

SHELBY COUNTY

CHAD SPEEGLE 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.

Chad Speegle
Signature of Certifier

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

Notary Public

My commission expires: _____

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): CHAD SPEEGLE
 Address: 2611 ALTA VISTA CIRCLE
 City: BIRMINGHAM State: AL Zip: 35243

Information on Children:

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

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

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

ORDINANCE NUMBER 2644

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 Chad Speegle dated December 17, 2015, 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:

2611 Alta Vista Circle
Lot 7, Altadena Valley Country Club Sector
Chad Speegle

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/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

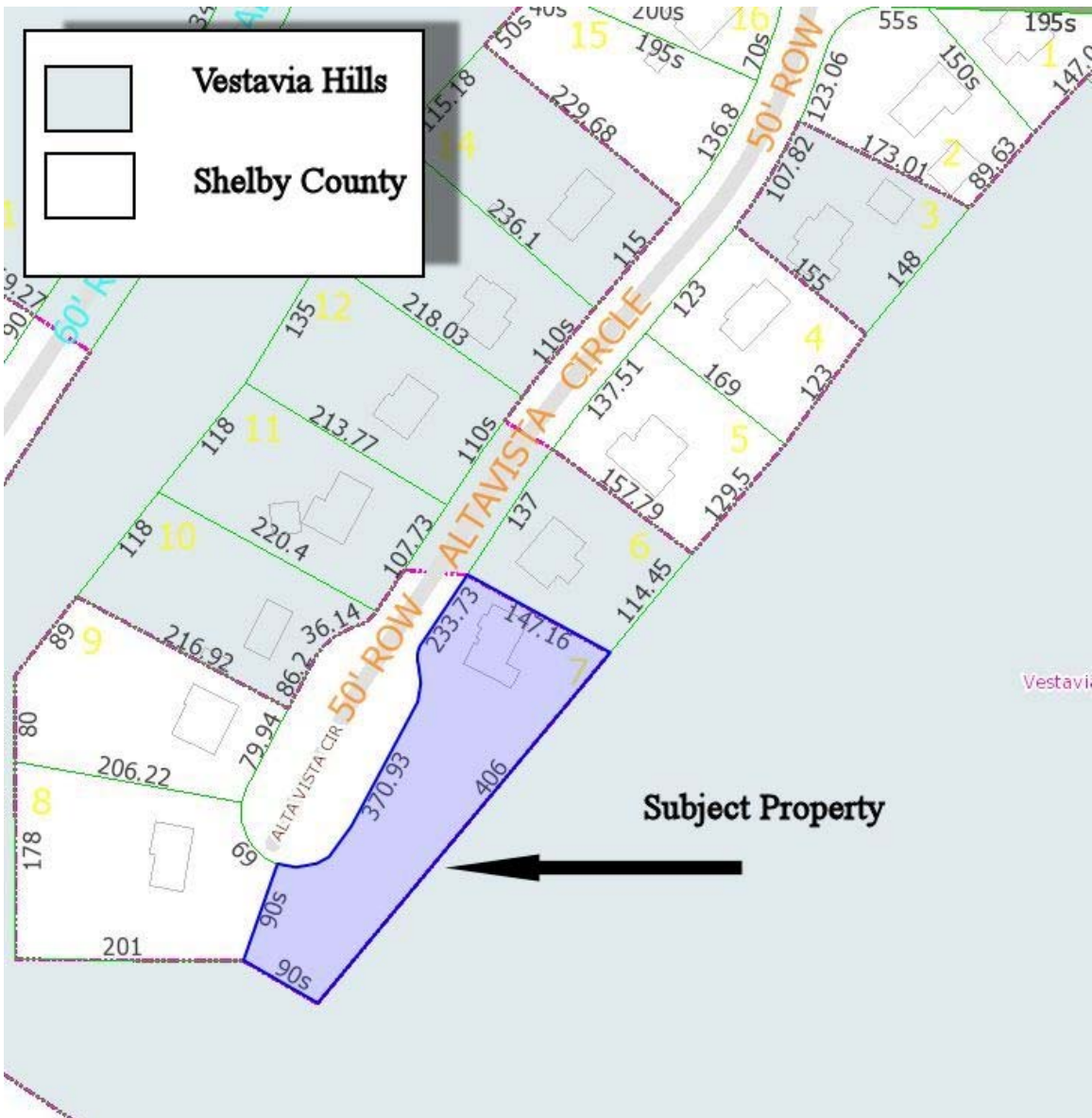
Rebecca Leavings
City Clerk

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 # 2644 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 22nd day of February, 2016, 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 _____, 2016.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4797

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated December 7, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of February, 2016; 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 24th day of February, 2016.

2. That on the 23rd day of May, 2016, in the Vestavia Hills City Hall, 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 4797 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:

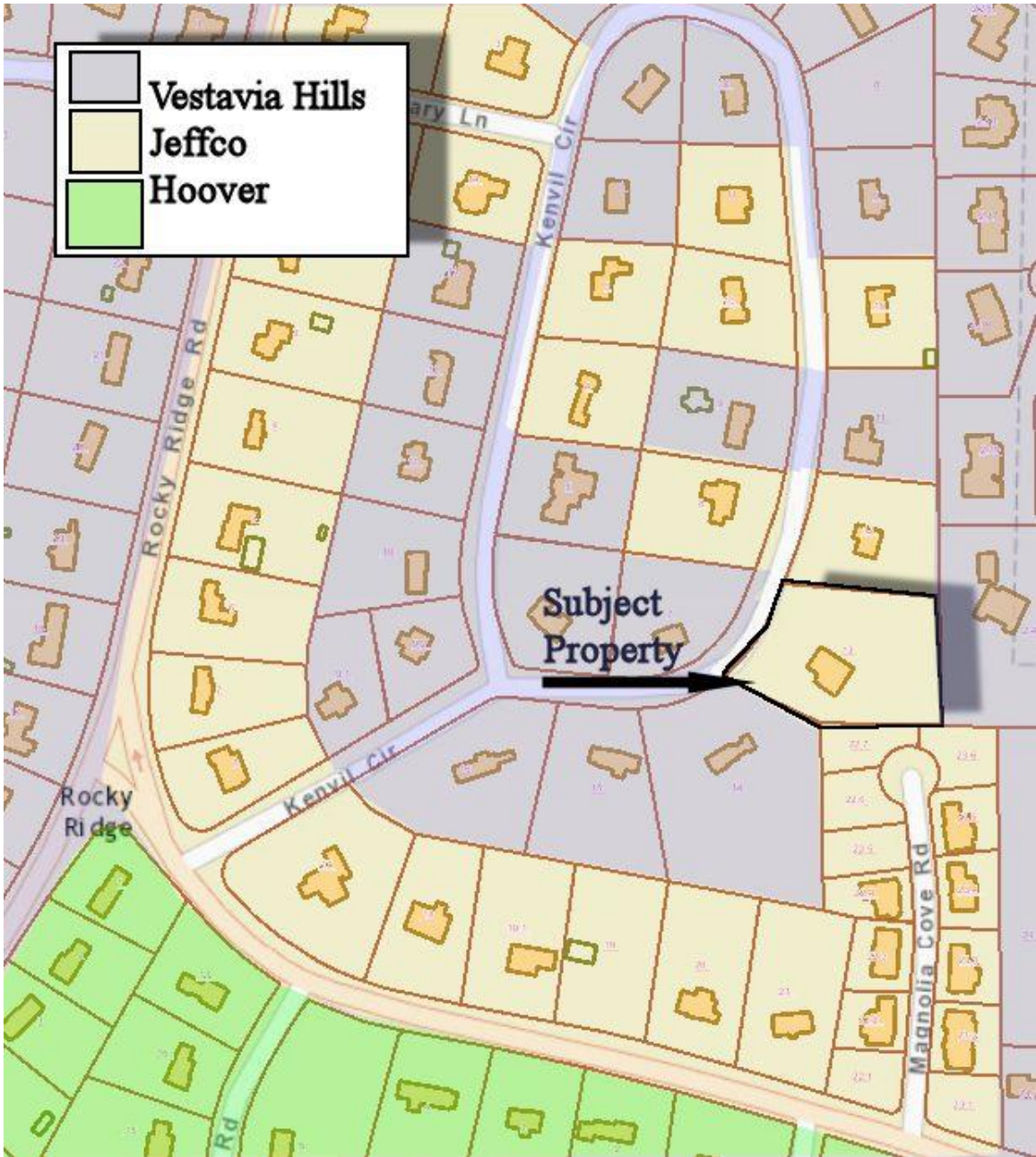
2425 Kenvil Circle
Lot 37, Resurvey of Lots 18-20, 33-37, and 46-48, Buckhead, 2nd Sector
Anna and Brandon Rooks, Owner(s)

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 2425 Kenvil Circle

Owners: Anna and Brandon Rooks

Date: 1/19/2016

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 Not significant drainage infrastructure

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 309,400. 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 30 Number in city 20
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: 2425 Kenvil Circle

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

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

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

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

Other Comments: _____

~~George Pierce~~
Chairman
Jchn Henry
Council rep

PARCEL #: 40 00 05 2 001 013.000
OWNER: RICH ELIZABETH
ADDRESS: 3344 CASTLE CREST DR VESTAVIA HILLS AL 35216
LOCATION: 2425 KENVIL CIR BHAM AL 35243

[111-C-] Baths: **3.0** H/C Sqft: **3,506**
18-015.0 Bed Rooms: **4** Land Sch: **L1**
 Land: **134,600** Imp: **174,800** Total: **309,400**
 Acres: **0.000** Sales Info: **10/29/2014**
\$175,000

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

Tax Year : 2015 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3 OVER 65 CODE:	LAND VALUE 10%	\$134,580
EXEMPT CODE:	2-2 DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE:	02 COUNTY HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE:	\$0.00 TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
CLASS USE:		POOL VINYL 500 29VP500	\$10,000
FOREST ACRES:	0 TAX SALE:	BLDG 001 111	\$164,800
PREV YEAR VALUE:	\$322,300.00 BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$309,400]:	\$309,380
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$30,940	\$201.11	\$4,000	\$26.00	\$175.11
COUNTY	3	2	\$30,940	\$417.69	\$2,000	\$27.00	\$390.69
SCHOOL	3	2	\$30,940	\$253.71	\$0	\$0.00	\$253.71
DIST SCHOOL	3	2	\$30,940	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$30,940	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$30,940	\$157.79	\$0	\$0.00	\$157.79
SPC SCHOOL2	3	2	\$30,940	\$519.79	\$0	\$0.00	\$519.79

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$30,940.00 **\$1,550.09** **GRAND TOTAL: \$1,502.09**

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
201510-19841	10/29/2014		2015		\$0.00
3586-773	12/14/1988	12/2/2014	2014	CORELOGIC INC	\$1,567.22
		11/19/2013	2013	CORELOGIC INC	\$1,486.06
		11/21/2012	2012	CORELOGIC INC	\$1,486.06
		20111216	2011	***	\$1,502.09
		20101201	2010	***	\$1,502.09

EXHIBIT "C"


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

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 2425 Kenvil Circle

Engineering: _____ **Date:** _____ **Initials:** _____
Comments: _____

Public Services _____ **Initials:** _____
3425 Kenvil Circle – no major concerns noted; Kenvil Circle is a narrow 20-foot wide roadway without significant drainage infrastructure.

Police Department: _____ **Date:** 1-6-16 **Initials:** 
Comments: No problems

Fire Department: _____ **Date:** 12/29/2015 **Initials:** SL
Comments: No problems

December 7, 2015
Anna and Brandon Rooks
P.O. Box 660451
Birmingham, AL 35266

To whom it may concern,

We are submitting a petition for annexation of the property at 2425 Kenvil Circle by the city of Vestavia Hills. Our family has resided in Vestavia for the past ten years and we love living in this city. We enjoy all of the benefits of living here, not the least of which are our church, Shades Mountain Baptist, and our city's top-notch school system. Our two older children, Madeline and Eli, are currently third graders at VHEW. Before starting kindergarten there, they attended St. Mark for preschool. Our youngest child, Ward, is currently at St. Mark and will start kindergarten next year. We have every desire to keep our children in Vestavia schools.

We sold our previous home in Vestavia in June of this year. After ten years and bringing home three children there, we had simply outgrown it and have been renting in Vestavia and searching for our forever home since then. We believe we have found that home in 2425 Kenvil Circle. We have some dear friends who live just a few doors down from this house on Kenvil Circle. They have children who attend Vestavia schools. There are also several other homes with families with children on the street who are zoned Vestavia, including the home next door to 2425 and the one across the street from it. We do not plan to flip this property. We plan to invest in it to make it a beautiful home for our family, and we want our home to always be in Vestavia Hills. We are excited about the prospect of living in a nice Vestavia neighborhood filled with friends and so conveniently located to schools and shopping.

We thank you in advance for your consideration of our petition and we hopefully look forward to many more years in Vestavia.

Sincerely,

Handwritten signatures of Anna and Brandon Rooks in blue ink. The signature on the left is 'Anna Rooks' and the signature on the right is 'Brandon Rooks'.

Anna and Brandon Rooks

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 12/07/2015

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

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

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

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

EXHIBIT "A"

LOT: 37

BLOCK: Buckhead, 2nd Sector

SURVEY: Resurvey of Lots 18, 19, 20, 33, 34, 35, 36, 37, 46, 47, and 48

RECORDED IN MAP BOOK 33, PAGE 22 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: Unincorporated

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 37, according to the Resurvey of Lots 18, 19, 20, 33, 34, 35, 36, 37, 46, 47, and 48 of Buckhead, 2nd Sector, as recorded in Map Book 33, Page 22, in the Probate Office of Jefferson County, Alabama.

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>Annforth</u> <u>Bla</u>	Lot <u>37</u> Block <u>Buckhead, 2nd sector</u> Survey <u>Resurvey of lots 18, 19, 20, 33, 34, 35, 36, 37, 46, 47, and 48</u>
	Lot <u>37</u> Block <u>Buckhead, 2nd sector</u> Survey <u>Resurvey of lots 18, 19, 20, 33, 34, 35, 36, 37, 46, 47, and 48</u>
	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Anna Rooks 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.

Anna Rooks
Signature of Certifier

Subscribed and sworn before me this the 7th day of December, 2015.

Keegan Powell
Notary Public

My commission expires: May 4, 2019



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): Brandon and Anna Rooks

Address: P.O. Box 660451

City: Birmingham State: AL Zip: 35266

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Madeline Rooks	8	3	X	
2.	Eli Rooks	8	3	X	
3.	Ward Rooks	4	Pre-K	X	
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 01/01/16

ORDINANCE NUMBER 2645

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 Anna and Brandon Rooks dated December 7, 2015, 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:

2425 Kenvil Circle
Lot 37, Resurvey of Lots 18-20, 33-37, and 46-48, Buckhead, 2nd Sector
Anna and Brandon Rooks

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/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

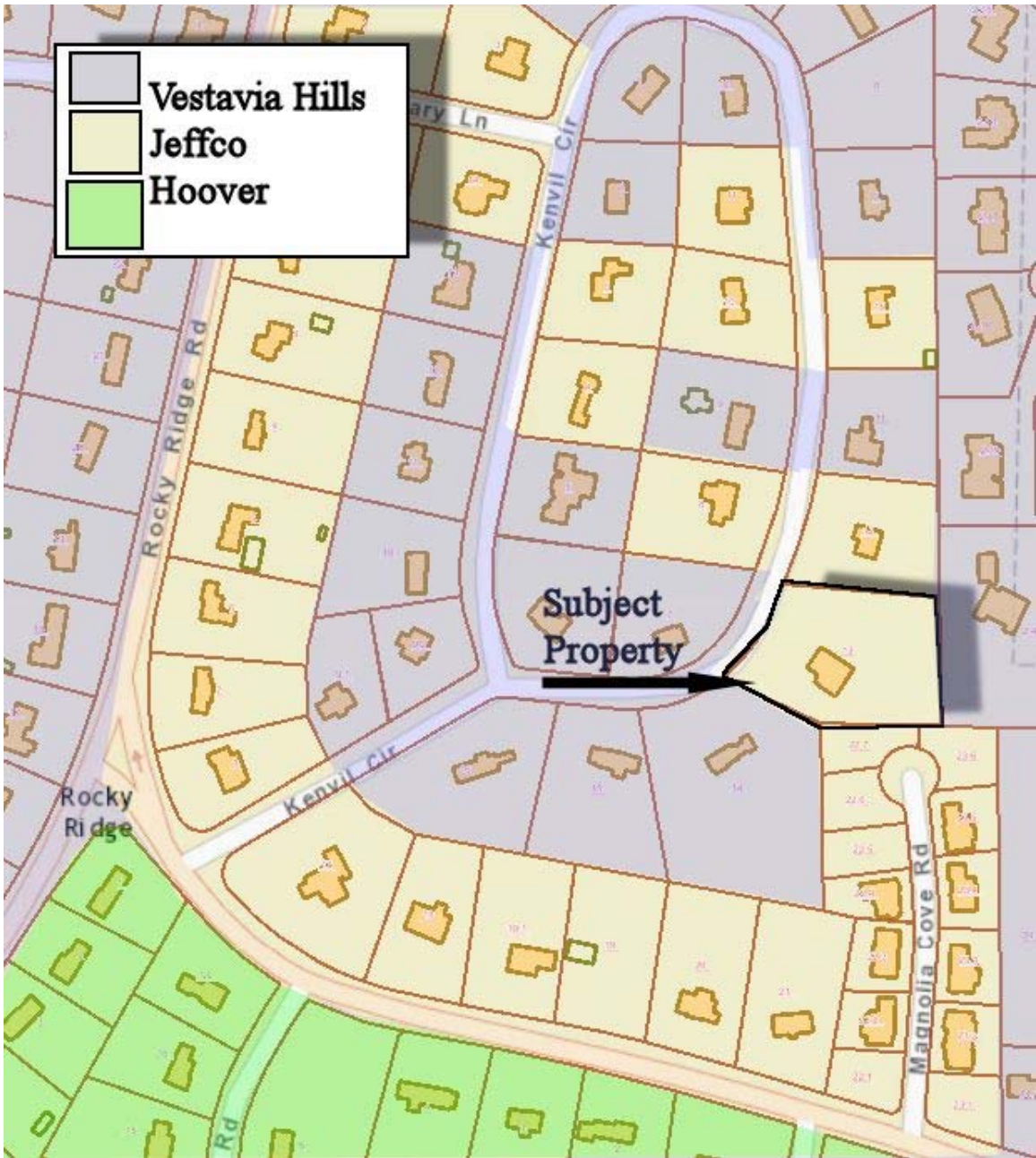
Rebecca Leavings
City Clerk

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 # 2645 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 22nd day of February, 2016, 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 _____, 2016.

Rebecca Leavings
City Clerk



RESOLUTION NUMBER 4798

**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 November 30, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 22nd day of February, 2016; 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 24th day of February, 2016.

2. That on the 23rd day of May, 2016, in the Vestavia Hills City Hall, 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 4798 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:

4705 Caldwell Mill Road
David Acton Building Corporation, Owner(s)

More particularly described as follows:

Part of the Northeast 1/4 of Southwest 1/4 of Section 34, Township 18, Range 2 West described as follows: Begin at the Southeast corner of the Northeast 1/4 of Southwest 1/4 of Section 34, Township 18, Range 2 West and run North along the Easterly boundary of said 1/4 1/4 for 233 feet to the point of beginning; thence turn an angle to the left of 90 degrees and run in a westerly direction for 224 feet to a point; thence turn an angle to the right of 90 degrees and run in a northerly direction for 83.3 feet to a point; thence turn an angle to the left of 77 degrees 50' and run in a Northeasterly direction for 169.8 feet to a point; thence turn an angle to the right of 121 degrees 30' and run in a Northeasterly direction 210 feet to a point; then turn an angle to the right of 61degrees 18' and run in a Southeasterly direction for 250.2 feet to a point on the easterly boundary line of said 1/4 1/4 thence turn an angle to right of 72 degrees 33' and run in a southerly direction 199 feet to the point of beginning. Excepting any part of subject property which lies north of that certain hollow set out in instrument recorded in Volume 3779, Page 203. in the Office of the Judge of Probate of Jefferson County, Alabama.

AND ALSO, begin at the Southwest corner of the Northeast 1/4 of Southwest 1/4 of Section 34, Township 18, Range 2 West and run North along the easterly boundary of said 1/4 for 233 feet to a point; thence turn an angle to the left of 90 degrees and run in a westerly direction 224 feet to a point; thence turn an angle to the right of 90 degrees and run in a northerly direction 83.3 feet to a point; thence turn an angle to the left of 77 degrees 50' and run in a Northwesterly direction for 169.8 to the point of beginning; thence continue in a Northwesterly direction along the last described course for a distance of 210 feet; thence turn an angle to the right of 107 degrees 46' and run in a Northeasterly direction for a distance of 53.3 feet to a point; thence turn an angle to the right of 38 degrees 42' and run in a Northeasterly direction for 156.7 feet to a point; thence turn an angle to the right of 20 degrees 54' and run in a Northeasterly direction for 179 feet to a point; thence turn an angle to the right of 315 degrees 08' and run in a Southwesterly direction for 8 distance of 210 feet to the point of beginning.

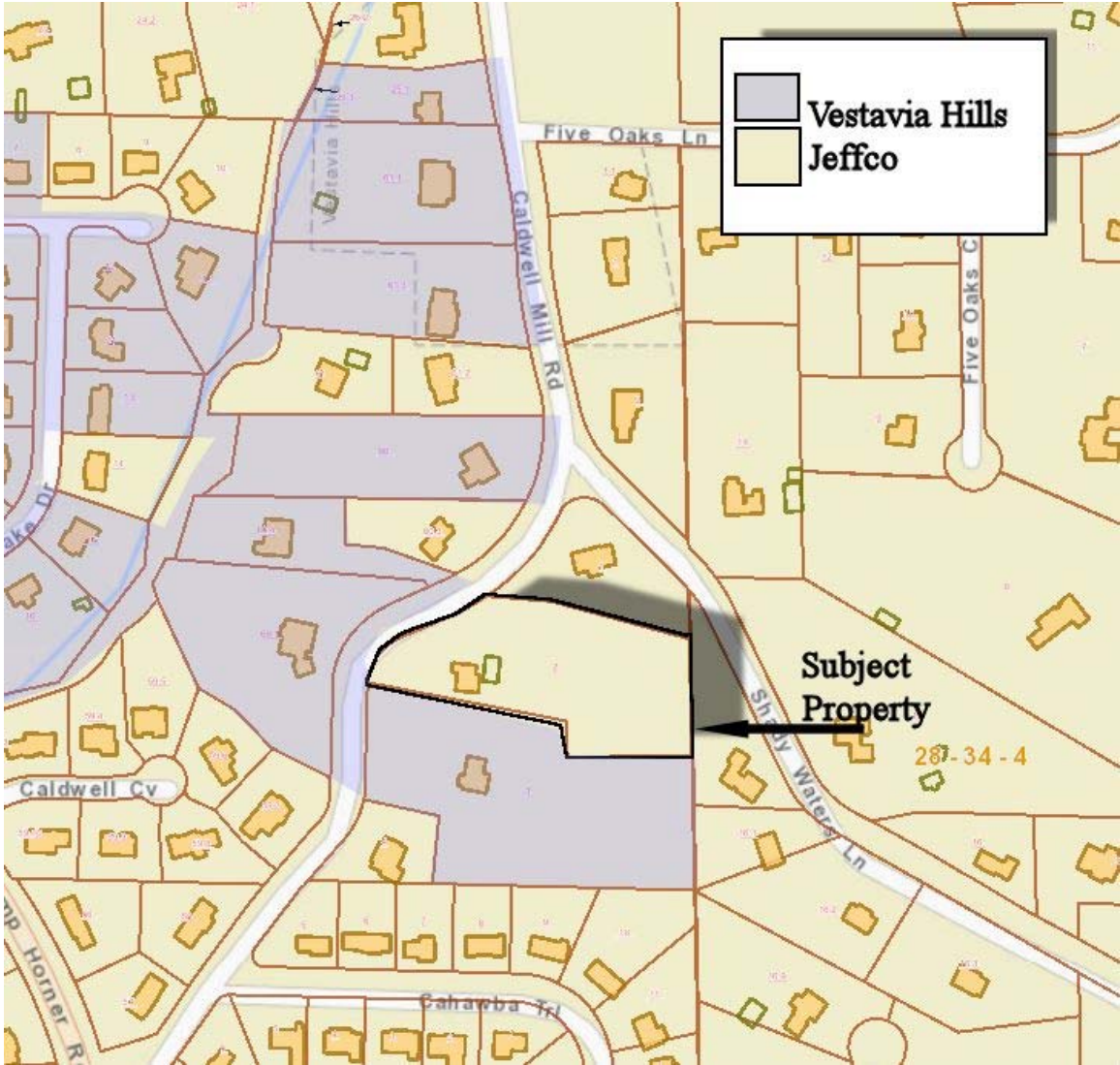
Excepting any part of Subject property which lies north of that certain hollow set out in Instrument recorded in Volume 3779, Page 204. in the Office of the Judge of Probate of Jefferson County, Alabama.

APPROVED and ADOPTED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: 4705 Caldwell Mill Road

Owners: David Acton Building Corp

Date: 1/19/2016

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 _____. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 16 Number in city 8 in 18 out
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: 4705 Caldwell Mill Road

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

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

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

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

Other Comments: _____


George Pierce
Chairman


John Henley
council rep

PARCEL #: 28 00 34 3 008 002.000
OWNER: ALLEN JOYCE
ADDRESS: 4705 CALDWELL MILL RD VESTAVIA AL 35243-3035
LOCATION: 4705 CALDWELL MILL RD BHAM AL 35243

[111-C0] Baths: 1.0 H/C Sqft: 1,338
 18-040.0 Bed Rooms: 2 Land Sch: A416
 Land: 166,200 Imp: 66,100 Total: 232,300
 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2015

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$166,200
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 01 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
CLASS USE:		GARAGE WOOD OR 24WCBNA	\$9,400
FOREST ACRES: 0	TAX SALE:	BLDG 001 111	\$56,700
PREV YEAR VALUE: \$232,300.00	BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$232,300]:	\$232,300
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$23,240	\$151.06	\$4,000	\$26.00	\$125.06
COUNTY	3	1	\$23,240	\$313.74	\$2,000	\$27.00	\$286.74
SCHOOL	3	1	\$23,240	\$190.57	\$0	\$0.00	\$190.57
DIST SCHOOL	3	1	\$23,240	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$23,240	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$23,240	\$118.52	\$0	\$0.00	\$118.52
SPC SCHOOL2	3	1	\$23,240	\$390.43	\$0	\$0.00	\$390.43

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$23,240.00

\$1,164.32

GRAND TOTAL: \$1,116.32

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
		12/7/2015	2015	THE LAW OFFICES OF CHARLES D STEWART JR	\$1,122.34
		12/9/2014	2014	JOYCEALLENLOGAN	\$1,116.32
		10/25/2013	2013	-	\$1,116.32
		11/6/2012	2012	ALLEN JOYCE	\$1,115.83
		20111025	2011	***	\$1,121.85
		20101101	2010	***	\$1,049.70
		20091118	2009	***	\$1,049.70

EXHIBIT "C"

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

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 4705 Caldwell Mill Road

Engineering: Date: _____ Initials: _____

Comments: _____

Public Services:

4705 Caldwell Mill Road -- no concerns noted; existing pavement is in good condition; future development will need to consider potential driveway location to avoid poor sight distance concerns.

Police Department:

Date: 1-6-16 Initials: _____

Comments: No problems _____

Fire Department:

Date: 12/29/2015 Initials: (SK)

Comments: No problems _____

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 11/30/2015

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.

Jordan (205) 281-1226

EXHIBIT "A"

LOT: 002.000

BLOCK: 008

SURVEY: 28-00-34-3-008

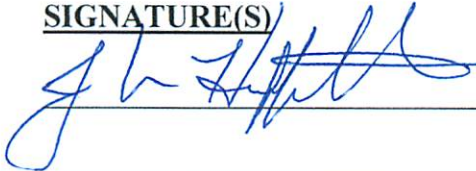
RECORDED IN MAP BOOK _____, PAGE _____ IN THE
PROBATE OFFICE OF _____ COUNTY, ALABAMA.

COUNTY ZONING: E2

COMPATIBLE CITY ZONING: R1

LEGAL DESCRIPTION (METES AND BOUNDS): **See Next Page**

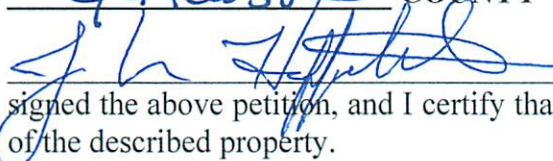
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

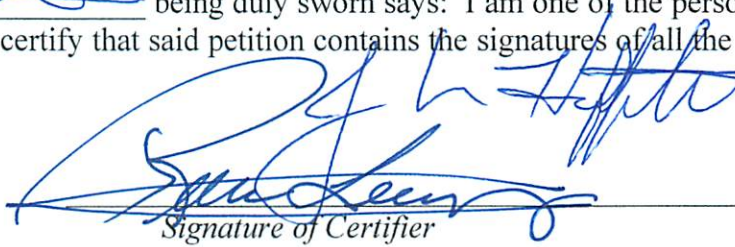
<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
	Lot <u>002.000</u> Block <u>008</u> Survey <u>MAP # 28-00-34-3-008</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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


Signature of Certifier

Subscribed and sworn before me this the 30th day of Nov., 2015.


Notary Public

My commission expires: 7/15/2019

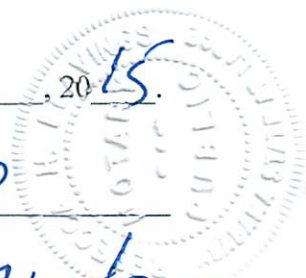


EXHIBIT "B"

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): DAVID ACTON BUILDING CORP.
 Address: 4705 CALDWELL MILL RD.
 City: BIRMINGHAM State: AL Zip: 35243

Information on Children:

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

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

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

da vid act on
building corporation

Resolution No. 4798 - Exhibit

4898 Valleydale Rd. Suite A4
Birmingham, AL 35242

T 205.980.9567
F 866.322.2120
dabc.jordan@gmail.com

www.davidactonbuilding.com

Proposed Annexation, Subdivision, and Re-Zoning

For the Property Located at:
4705 Caldwell Mill Rd.
Birmingham, AL 35243

da vid act on
building corporation

Resolution No. 4798 - Exhibit

4898 Valleydale Rd. Suite A4
Birmingham, AL 35242

T 205.980.9567
F 866.322.2120
dabc.jordan@gmail.com

www.davidactonbuilding.com

Table of Contents

- Request Introduction
- Vicinity Map
- Existing Survey
- Area Analysis
- Annexation Merits

david acton
building corporation

Resolution No. 4798 - Exhibit

4898 Valleydale Rd. Suite A4
Birmingham, AL 35242

T 205.980.9567
F 866.322.2120
dabc.jordan@gmail.com

www.davidactonbuilding.com

Request Introduction

- Subject Property: The property is located at 4705 Caldwell Mill Rd., approximately 1/3 mile South of Patchwork Farms.
- Property Owner: David Acton Building Corp.
- Proposal Introduction: We propose to Annex the subject 2.29 Acre parcel into the City of Vestavia Hills, Re-Zone the Property to Vestavia Hills R-1 Zoning, Subdivide the Property into (2) lots in compliance with R-1 Zoning, and construct (2) Single Family Residences in compliance with R-1 Zoning.
- Proposed Homes: Our plans are to construct (2) homes with 3000-3500 SF each and to market the homes in the \$700,000 price range. Both homes will be built to a high quality standard and offer many upgraded amenities.

Vicinity Map

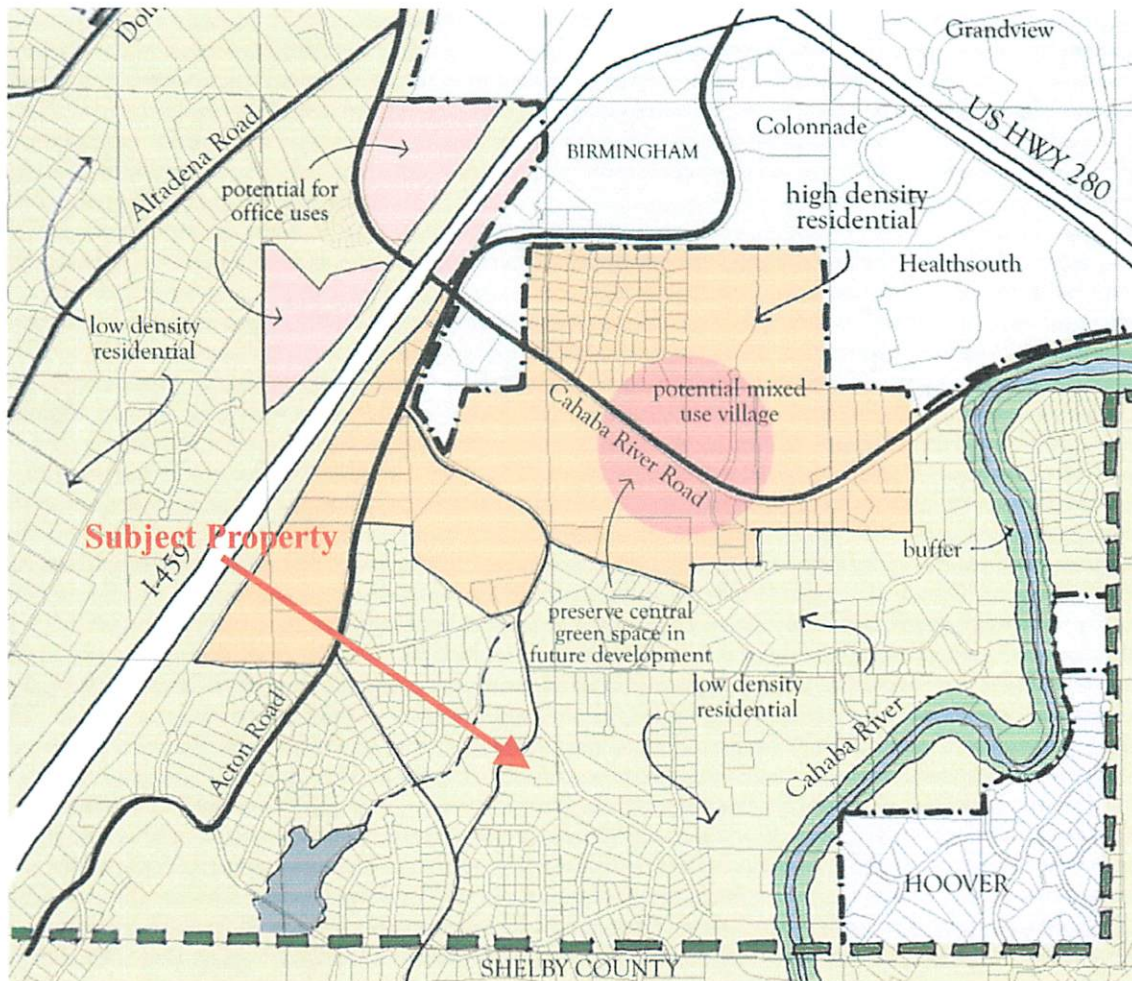
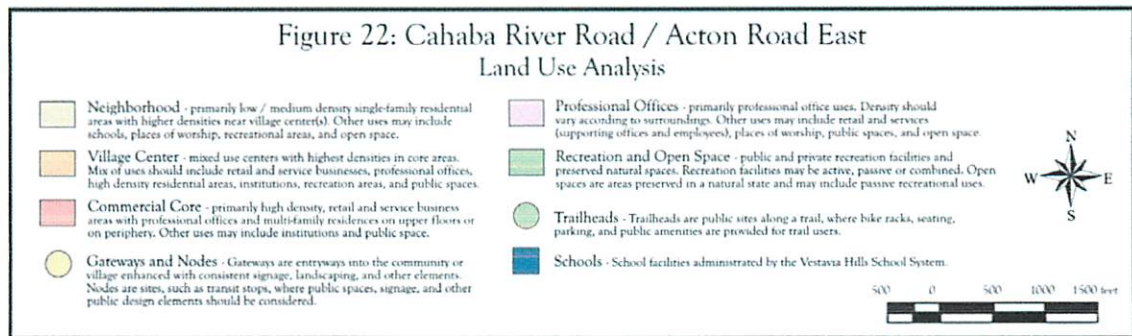


Figure 22: Cahaba River Road / Acton Road East
Land Use Analysis



david acton
building corporation

Resolution No. 4798 - Exhibit

4898 Valleydale Rd. Suite A4
Birmingham, AL 35242

T 205.980.9567
F 866.322.2120
dabc.jordan@gmail.com

www.davidactonbuilding.com

Annexation Merits

- Property is Contiguous to Vestavia city limits.
- Proposed Subdivision is compatible with land use in the area.
- Annexation of the Subject Property will fill in gaps in the City Limit's created by previous Annexation approvals - Of the approximately 19 Residences located on Caldwell Mill Rd. between the Camp Horner and Acton Place, 11 are currently located within the limits of Vestavia. 4 of the 11 properties within the city limits are located on the same side of Caldwell Mill Rd. as the Subject Property. As there are already numerous properties on the street that are served by the City, annexation of the Subject Property will bring the total number of homes on the street that are within the City Limit's closer to 100%.
- While property is not specifically identified in September 2006 Annexation Policy Task Force Report, Property is located within same Tax Tile Number (28-34-3) as other properties that have successfully petitioned Vestavia for Annexation.
- Any concerns City Departments have with the physical condition of the property can be addressed in the construction process.
- Property Values and Market Demand:
 - Market Demand - Vestavia and Birmingham have invested heavily in Patchwork Farms, Grandview Medical, and other development along Acton Rd. and Cahaba River Rd. We believe that many of the professionals who support the operations of these developments will desire New Construction that is both within Vestavia city limits and located in close proximity to these developments.
 - Property Values - David Acton Building Corp. is not a volume leader amongst Birmingham homebuilders. We were ranked in the 2013 Birmingham Business Journal Top 25 Homebuilders List based off total new construction permits issued. Our average sales price per home was the highest of any homebuilder on the list. Our typical client chooses us based on our reputation for building quality homes, our finish material selections, and our attention to detail. Based on our history and where we operate within the industry, we are confident that the homes we build on the 2 Proposed Lots will enhance the property values and overall stature of the area.

RESOLUTION NUMBER 4800

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

WITNESSETH THESE RECITALS:

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

WHEREAS, on April 27, 2015, the Vestavia Hills City Council adopted and approved Resolution Number 4705 appointing Shera Grant as a member for a term of five (5) years ending at 6:00 p.m. on the date of the first regularly scheduled meeting of the Board in June of the year 2020; and

WHEREAS, the Governor of the State of Alabama recently appointed Shera Grant as Judge to the Jefferson County District Court and she tendered her resignation to Superintendent Sheila Phillips effective Thursday, January 28, 2016.

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

1. The City Council does hereby elect and appoint _____ as a member of the Vestavia Hills Board of Education for the remaining term of Ms. Grant's five (5) year appointment, beginning with the first regularly scheduled meeting of the Vestavia Hills Board of Education in February at 6:00 p.m. and ending at 6:00 p.m. on the date of the first regularly scheduled meeting of the Board in June of the year 2020; and

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

RESOLVED, DONE, ORDERED, APPROVED and ADOPTED, on this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4801

A RESOLUTION AUTHORIZING THE ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) ACCESS FOR IMPROVEMENTS FOR PROJECT NUMBER: STPBH-9802(88), ROADWAY INTERSECTION AND SIGNAL IMPROVEMENTS FOR CROSSHAVEN DRIVE AND GREEN VALLEY ROAD

WHEREAS, the City of Vestavia Hills, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made within the City Limits of Vestavia Hills, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPBH-9802(88) TOPICS, Phase VIII - Roadway Intersection and Signal Improvements - Green Valley Road at Crosshaven Drive; and

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

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

BE IT RESOLVED by the Mayor and Council of Vestavia Hills, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the Office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and

hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

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

N/A – This project does not require permanent barricade or relocation of any intersection streets.

Please refer to: Project Notes (Sheet 2J)

Please refer to: General Traffic Control Plan Notes (Sheet 2K)

Please refer to: Traffic Signal Plan Notes (Sheet 2L)

Please refer to: Traffic Control Plan – Sequence of Construction (Sheets 38-45)

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

utilization of the highway under the authority of Title 32, Chapter 5, *Code of Alabama 1975*, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, *Code of Alabama 1975*, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this Mayor and City Council:

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

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

This resolution passed **ADOPTED** and **APPROVED** this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

APPROVED BY:

Jeff Downes
City Manager

CERTIFICATION

I, the undersigned, Clerk of the City of Vestavia Hills, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 22nd day of February, 2016, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City this _____ day of _____, 2016.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4802

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AND DELIVER AN AGREEMENT WITH ALABAMA
DEPARTMENT OF TRANSPORTATION FOR TOPICS PHASE VIII
STPBH-9802(88) GREEN VALLEY**

BE IT RESOLVED, by the City of Vestavia Hills, Jefferson County, Alabama, that the City enter into an agreement with the State of Alabama acting by and through the Alabama Department of Transportation for:

The Installation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting for:

Project Number: STPBH-9802(88) TOPICS – Phase VIII
Roadway and Intersection Improvements
(Green Valley Road at Crosshaven Drive)

which agreement is before this City Council, and that the agreement be executed in the name of the City by the City Manager and countersigned by the Mayor for and on its behalf and that it be attested by the City Clerk and the seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

ADOPTED and **APPROVED** this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, the undersigned qualified and acting clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City, named therein, at a regular meeting of such Council held on the 22nd day of February, 2016 and that such resolution is on file in the Office of the City Clerk.

In WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2016.

Rebecca Leavings
City Clerk

SEAL



Robert Bentley
Governor

ALABAMA
DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGION ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

February 5, 2016

The Honorable Alberto Zaragoza, Jr.
Mayor, City of Vestavia Hills
City Hall
1032 Montgomery Highway
Birmingham, Alabama 35216

RE: Jefferson County
Project Number: STPBH-9802(88)
TOPICS – Phase VIII
Roadway Intersection and Signal Improvements

Dear Mayor Zaragoza:

Attached you will find the Standard Project Resolution, Traffic Signal/Lighting Maintenance Agreement and Plans concerning the above referenced project.

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

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

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By: _____

Lance Taylor, P.E.
Asst. Region Engineer - Pre-Construction

DL/LAT/SFPB

Attachment

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

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: STPBH-9802(88)

Region: ECR - Birmingham County: Jefferson

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the CITY OF Vestavia Hills (herein referred to as MAINTAINING AGENCY) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

B, D and E Green Valley Road at Crosshaven Drive

- In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.
11. **FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.

5 Vehicular Signal Heads - 300 mm, 3 Section Type LED

4 Vehicular Signal Heads - 300 mm. 5 Section Type LED

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input checked="" type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	
_____		SYSTEM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
15. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of OWNER)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day
of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)



RESOLUTION NUMBER 4806

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH CAPRINE, WILLIAMS BLACKSTOCK, AND BRAILSFORD AND DUNLAVEY FOR PROFESSIONAL SERVICES FOR THE WALD PARK MASTER PLAN – PHASE III (DEVELOPMENT OF THE WALD PARK REDEVELOPMENT MASTER PLAN)

WHEREAS, the City Manager has proposals for professional services for the Wald Park Master Plan – Phase III for the development of the Wald Park Redevelopment Master Plan with Caprine for planning and consulting services, Williams Blackstock for architectural consulting services, and Brailsford and Dunlavey for programming consulting services for an amount estimated at \$75,000, a copy of which is marked as “Exhibit A” and is attached and incorporated into this Resolution Number 4806 as though written fully therein; and

WHEREAS, the City Manager has reviewed the proposal and recommended acceptance in an amount not to exceed \$75,000; and

WHEREAS, said funding shall be expensed to the City’s Capital Reserve Fund; and

WHEREAS, the Mayor and City Council find it is in the best public interest to accept the City Manager’s recommendation.

NOW, THEREFORE, 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 Caprine for planning and consulting services, Williams Blackstock for architectural consulting services, and Brailsford and Dunlavey for programming consulting services for the Wald Park Master Plan - Phase III in an amount not to exceed \$75,000; and
2. Funding for said services shall be expensed to the City’s Capital Reserve Fund; and
3. This Resolution Number 4806 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 22nd day of February, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



February 9, 2016

Mr. Jeff Downes, City Manager
City of Vestavia Hills
1032 Montgomery Hwy.
Vestavia Hills, AL 35216

**Re: Proposal for Planning and Consulting Services for Wald Park
Vestavia Hills, AL**

Dear Jeff

Thank you for the opportunity to propose planning and consulting services for the for the initial phase 3 of the planning efforts at Wald Park. We hope you find this proposal consistent with your expectations and our previous conversations.

We understand that we will be part of a team of consultants you are employing for this effort including Williams-Blackstock as architect and Brailsford & Dunlavey as programming consultant, and we look forward to working with them in helping you and the city realize your vision for the park and its offerings.

Planning and Consulting Services

Fee = Budget \$6,600 @ \$120/hr.

- Evaluation of Infrastructure and Site Constraints
- Drafting and Layouts of Wald Park– 2x
- Drafting and Layouts of Retail at Exchange Field – 2x
- Coordination with Consultants
- Meetings w/ Planning Committee – 3x
- Site visits – 2x

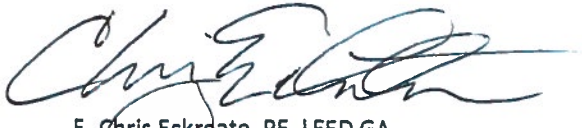
Clarifications

- We have not included sub-consultant costs or costs associated with artistic renderings should those be requested.
- We recommend a budget of \$150 be held for reimbursables associated with color printing and mounting of deliverables.

Please let me know if this proposal meets your expectations or if you have any questions about the scope of work. We appreciate the opportunity to be of service to you and look forward to the successful implementation of this project.

Sincerely,
CAPRINE ENGINEERING, LLC

Accepted by Client:
City of Vestavia Hills



E. Chris Eckroate, PE, LEED GA
President

Date: _____

WILLIAMS · BLACKSTOCK

ARCHITECTS

February 10, 2016

Mr. Jeff Downes
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216
(205) 978-01095

Re: Wald Park – Architectural Master Plan

Jeff,

We are excited about working with you and the City to study the master planning opportunities for the Wald Park and Civic Center area along Highway 31. We have truly enjoyed our experience with everyone throughout the City Hall design process, and we are very committed to seeing the City continue to succeed and improve. This is a great “quality of life” opportunity for the City to create a vision of what could and should occur at this location, and we appreciate being considered to participate.

SCOPE AND DELIVERABLES

We understand that some previous work on this site area has been completed, but is general in nature and this next phase is meant to really develop the ideas, feasibility and character of a master plan vision. This planning effort will serve to develop potential City facilities for the site in an imagined recreation, exercise and sport area.

We understand you already have a consultant (Brailsford and Dunlavey) focusing on the sports feasibility aspect along with Chris Eckroate at GMC as the civil engineer. We will work collaboratively with this team and the City, with us focusing more on the architectural character and possibilities for the building facilities as they are developed on the site.

The effort will include:

- Explore and develop multiple site plan concepts to determine most appropriate “fit” of the overall property and surroundings, such as the school.
- The site planning will be focused by the civil engineer but will include all parties in a collaborative planning and study effort.
- Develop conceptual building massing concepts to determine appropriate fit on site and size (potential square footage and number of floors).
- Develop conceptual 3-d rendering studies that will aid to define the potential character of the development, capture what “could be”, and be used to generate excitement and momentum for the master plan.
- Develop a preliminary space program outline listing primary functions within the buildings (room sizes, types – flat/tiered, seat count) as part of the overall “fit” studies.

BUDGET

We understand that the budget for these potential buildings has not been set and this study will serve to better define the most appropriate building size and scope for the property.

BASIC SERVICES FEE

We propose to provide these basic architectural services on a lump sum basis of \$22,000 plus typical reimbursable expenses.

We propose to invoice for these services monthly based on progress of the work.

ADDITIONAL SERVICES

Additional Services are for scope outside the limits of the typical Basic Services, changes in the scope of work that were unanticipated or additional work not originally contemplated under this agreement. We propose to invoice for these services, if required and authorized by the Owner, for a lump sum fee to be determined and agreed upon if the scope is clearly defined or at an hourly rate (per attached hourly rates) if the scope is not clearly defined. Additional Services of our consultants will be invoiced at 1.2 times direct cost. The following additional services are required and are outlined below.

- | | |
|--------------------------------------|-----------------------------------|
| • Civil Engineering | need not anticipated at this time |
| • Landscape Architecture | by Others |
| • Structural, Mech, Elec engineering | need not anticipated at this time |
| • Boundary & Topographic Survey | previously completed |
| • Geotechnical Subsurface Report | previously completed |
| • Professional Watercolor Renderings | \$2,500 per rendering |

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation incurred by the architect and the architect's consultants in the interest of the project and include drawing reproductions, postage, delivery, long distance communications, renderings, etc. Mileage over and above 50 miles per trip will be invoiced at the current Federal rate. Reimbursable expenses will be billed monthly at the cost of the expenses incurred. We give you our assurances that we will do everything we can to limit these costs as the project proceeds and will monitor the costs each month together.

City of Vestavia Hills – Wald Park – Architectural Master Plan
February 10, 2016
Page 3 of 4

Again, we are very excited about your project and look forward to working together. We appreciate the opportunity to provide you with this proposal. If you find this proposal acceptable, please sign below to authorize us to begin work. If you have any questions or comments about this proposal please don't hesitate to give us a call to discuss

Sincerely,



Stephen Allen

Accepted by: _____

Date: _____

Enclosures: Hourly Rates

TYPICAL HOURLY RATES SCHEDULE
2016

Williams Blackstock Architects, P.C.

Managing Principal	\$250.00 / hour
Principal	\$200.00 / hour
Director of Technical Resources	\$150.00 / hour
Senior Project Manager	\$140.00 / hour
Project Manager	\$130.00 / hour
Assistant Project Manager	\$110.00 / hour
Staff Architect / Interior Designer – Level 1	\$ 90.00 / hour
Staff Architect / Interior Designer – Level 2	\$ 65.00 / hour
Administrative - Staff	\$ 60.00 / hour
Intern / Draftsmen	\$ 45.00 / hour

CITY OF VESTAVIA HILLS
 Wald Park Master Plan

2/15/2016

Brailsford and Dunlavey

Proposed Scope of Work & Fee

Phase / Task	Fee
I. Project Initiation	
A. Kick-Off Meeting to Review Scope of Work, Objectives & Schedule [Trip #1]	\$2,720
Sub-total Project Initiation	\$2,720
II. Outline Programming	
A. Conduct Programming Meetings with Working Group & User Groups [Trip #1]	\$4,360
B. Develop Outline Program for Outdoor Fields (Field, Diamonds, Courts, Seating, Support Spaces, etc.)	\$3,860
C. Develop Outline Program for Indoor Recreation Facilities (Assignable Spaces, Circulation, etc.)	\$8,060
D. Review and Analyze Potential Public-Private Partnership Opportunities	\$7,260
Sub-total Outline Programming	\$23,540
III. Conceptual Renderings	
A. Develop Conceptual Master Plan of Site	
B. Develop Conceptual Renderings of Indoor Recreation Facilities (2)	
Sub-total Conceptual Renderings	NIC
IV. Capital Cost Projections	
A. Develop Preliminary Project Cost Projections for Outdoor Recreation Facilities (Hard Costs & Soft Costs)	\$3,310
B. Develop Preliminary Project Cost Projections for Indoor Recreation Facilities (Hard Costs & Soft Costs)	\$4,830
Sub-total Budgeting	\$8,140
V. Reporting	
A. Presentation to Working Group [Trip #2]	\$2,000
B. Issue Draft Briefing Document (Narrative & Appendices)	\$3,750
C. Issue Final Briefing Document (Narrative & Appendices)	\$1,160
D. Project Management / Team Coordination	\$630
Sub-total Reporting	\$7,540
Total Professional Fees	\$41,940
Reimbursable Expenses	\$3,336

CITY OF VESTAVIA HILLS
Wald Park Master Plan

Expenses

Expense Category - Phase I	Unit Cost	Unit Type	Number	Amount
1. Airfare	\$500	Person Trips	4	\$2,000
2. Hotel	\$150	Person Nights	4	\$600
3. Ground Transportation	\$168	Person Trips	2	\$336
4. Meals	\$50	Person Trip Days	6	\$300
5. Direct Costs & Incidentals (Data, Overnight, etc.)	Allowance		1	\$100
Reimbursable Expenses				\$3,336

RESOLUTION NUMBER 4803

A RESOLUTION AUTHORIZING THE CITY MANAGER TO HIRE 3 NEW POLICE OFFICERS AND 3 NEW FIREFIGHTER/PARAMEDICS

WHEREAS, the quality of life and sustainability of Vestavia Hills, Alabama is reliant upon the solid foundation of an effective public safety function; and

WHEREAS, the Fire Department and the Police Department of the City of Vestavia Hills, Alabama researched personnel staffing in their individual departments; and

WHEREAS, the purpose of this research was to consider staffing needs for the public interest of citizens of the City of Vestavia Hills, Alabama; and

WHEREAS, the research concluded that five (5) new police officers are needed for the Vestavia Hills Police Department and three (3) additional personnel are needed for Vestavia Hills Fire Department to ensure the health, safety and welfare of the citizens of the City of Vestavia Hills, Alabama; and

WHEREAS, two (2) personnel from the Police Department will be retiring this year; and

WHEREAS, the Police Chief has researched the issues and recommended that three (3) additional police officers should be hired in addition to the replacements of the two (2) retiring officers; and

WHEREAS, as a result from the retirements the three (3) additional personnel for the Police Department will be no additional cost to the City for this Fiscal Year; and

WHEREAS, the Fire Department has determined that additional staffing is needed at Fire Station 4 to supplement staffing; and

WHEREAS, the Fire Chief has researched the issues and recommended that three (3) additional personnel be hired to supplement staffing at Vestavia Hills Fire Station 4 as detailed in “Exhibit A” which is attached to and incorporated into this Resolution Number 4805 as though written fully therein; and

WHEREAS, the Fire Department has determined that the three (3) positions will cost the City of Vestavia Hills, Alabama an additional \$47,844 for this Fiscal Year that

includes compensation, personal protective equipment to be expensed from the General Fund; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to retain the additional personnel needed in both departments.

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

1. The City Manager is hereby authorized to hire three (3) new police officers and three (3) new firefighter/paramedics and equip said personnel with required uniforms and equipment; and
2. This Resolution Number 4803 is effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of March, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:


Rebecca Leavings
City Clerk

Exhibit A



VESTAVIA HILLS FIRE DEPARTMENT

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Jim St. John, Fire Chief 
DATE: February 9, 2016
RE: New Fire Department personnel

I've calculated the cost of additional personnel to supplement staffing at Fire Station 4, as we discussed yesterday.

A Firefighter hired at Grade 17, Step 2 with a 5% premium for a Paramedic license and the \$100 per month hazardous duty benefit, receives compensation of \$3,381 per month. Using a factor of 1.23 to account for benefits paid by the City, total cost per position, per month is \$4,158.

If we are not able to hire trained Firefighter/Paramedics, total compensation would drop to \$3,667 per month, but we would spend approximately \$3,000 per position for Recruit training within one year.

Each newly hired Firefighter would also require \$500 for uniforms and approximately \$2,974 for personal protective equipment (PPE).

I do not expect a new certification list available from PBJC until June, so if we hired trained Firefighter/Paramedics effective July 1, 2016, total costs through the end of FY 2016 would be:

	<u>6 positions</u>	<u>3 positions</u>
Compensation	\$74,844	\$37,422
PPE	\$17,844	\$ 8,922
Uniforms	\$ 3,000	\$ 1,500
Total	\$95,688	\$47,844

RESOLUTION NUMBER 4804

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH JEFFERSON COUNTY FOR STORM DEBRIS REMOVAL IN THE CITY OF VESTAVIA HILLS, ALABAMA FROM DEVASTATING STORMS WHICH MAY OCCUR

WHEREAS, The Federal Emergency Management Agency (FEMA) provides assistance to local governments to alleviate suffering and damage from disasters, and broadens existing relief programs to encourage disaster preparedness plans and programs, coordination and responsiveness, insurance coverage, and hazard mitigation measures; and

WHEREAS, FEMA offers assistance to cities, counties, states and other entities through its Public Assistance (PA) Grant Program; and

WHEREAS, all disasters that occur after January 1, 2016 are governed under the “FEMA Public Assistance Program and Policy Guide”; and

WHEREAS, under these guidelines the local government is to remove the debris and monitor the clean-up; and

WHEREAS, the PA offers an additional 2% of the cost of debris removal with a pre-event debris removal contract; and

WHEREAS, FEMA may pay an additional percentage with the pre-existing contract if clean-up is completed within a certain timeframe; and

WHEREAS, the Alabama County Commission Association (ACCA) has prepared a statewide pre-qualified cleanup plan under which counties and municipalities can participate; and

WHEREAS, the ACCA negotiated contracts for debris removal and monitoring; and

WHEREAS, this alleviates the burden of the City to bid contracts in the midst of the trauma caused by a disastrous event; and

WHEREAS, this allows for the City to know the cost in price per unit before any such event should occur; and

WHEREAS, the Memorandum of Understanding (MOU) Agreement with Jefferson County will be an approved plan in place prior to an event; a copy of which is

marked as Exhibit A , attached to and incorporated into this Resolution Number 4804 as though written fully therein; and

WHEREAS, the Mayor and City Council find it is in the best public interest to participate in said Agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an MOU Agreement with Jefferson County for and on behalf of the City of Vestavia Hills, Alabama pursuant to the terms and conditions as detailed in the attached Exhibit A; and
2. This Resolution Number 4804 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of March, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF _____
REGARDING DEBRIS REMOVAL AND MONITORING
SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of _____ is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the _____ City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of _____, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of _____, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the _____ City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the city of _____ shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from _____ until December 31, 2016, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2016.

Executed on this the _____ day of _____, 201__.

James A. (Jimmie) Stephens, President

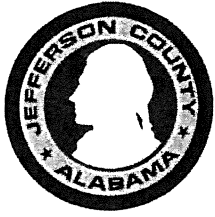
Jefferson County Commission

_____, Mayor

City of _____

Exhibit B

JEFFERSON COUNTY COMMISSION



T. JOE KNIGHT
COMMISSIONER DISTRICT IV
Suite 220
716 Richard Arrington, Jr. Blvd. N
Birmingham, Alabama 35203
Telephone (205) 325-5070
FAX (205) 325-4881

February 8, 2016

RE: Jefferson County Debris MOU

Dear Mayor and Council:

During the last five years we have had several events that have had a profound effect on many of our communities. For those of us in public office, we deal with the event and then face the daunting task of clean-up. The purpose of this letter is to provide information about the clean-up process following a disastrous event and things we can do to facilitate a coordinated effort in the future. Although the clean-up is the responsibility of the local government, most cities or counties do not have the resources to respond to a substantial natural disaster.

The Federal Emergency Management Agency (FEMA) offers assistance to cities, counties, states and other entities through its Public Assistance (PA) grant program. FEMA has recently published the first edition of the "FEMA Public Assistance Program and Policy Guide" that can be found at <https://www.fema.gov/public-assistance-policy-and-guidance>. All disasters that occur after January 1, 2016 are governed under these rules and regulations. Under these guidelines, the local government is faced with removing the debris and monitoring the clean-up. This often requires two separate contracts as one company may not do both.

Generally, FEMA will absorb 75% of the cost of public clean-up if the total damages in the state and local area reach a certain threshold. If the threshold is not met, FEMA will not offer assistance through this program. The remaining 25% of the cost is borne by the state and the local governments. Typically, the state will pick up 10% of the tab and the local entities pay 15% although these percentages sometimes vary.

Under FEMA's pilot program, FEMA will pay an additional 2% of the cost if a pre-event debris removal contract is in place. FEMA may also pay an additional percentage of the cost if the clean-up is completed within a certain timeframe.

FEMA does not provide money up front and thus, the local entity provides payment to its contractors, then seeks reimbursement through FEMA's PA program. Presently, FEMA is reviewing this program. Reimbursement is conditioned upon documented costs. There are many pitfalls that may result in FEMA discounting portions of a local government's claim and thus, proper documentation is an absolute must. Audits by FEMA are not uncommon.

The Alabama County Commission Association (ACCA) has prepared a state-wide plan under which counties can have a pre-qualified clean-up plan in place. By having pre-negotiated contracts in place for debris removal and monitoring, local governments are not faced with the burden, vexation and imponderables of having to bid these contracts in the midst of the trauma caused by a disastrous event. The local entities will know their costs in price per unit well before an event occurs. In addition, as outlined above, FEMA will pay an additional amount for having a pre-qualified contract in place.

The ACCA has divided the state into 7 regions. Jefferson County is in Region 6 along with St. Clair, Blount, Shelby, Talladega, Clay, Calhoun, Cleburne and Randolph. The bids for debris removal and monitoring have already been let for these regions. The debris removal contractor for our region is DRC Emergency Services, LLC from Mobile. (Exhibit A) The monitoring contractor is Thompson Consulting Services out of Lake Mary, Florida. Please find enclosed the prices for these services. (Exhibit B)

Any municipality in Jefferson County may employ these contractors without having to go through the bid process if the municipality has executed a Memorandum of Understanding (MOU) Agreement with Jefferson County. If the city and county do not have this MOU in place prior to an event, the city is not allowed to utilize the county's contract. The municipalities are not obligated to use the pre-negotiated contract and may bid their own contracts for removal and monitoring.

Please find enclosed the MOU (Exhibit C) that has been prepared by the ACCA for our region. These MOUs are similar throughout the state and are recognized by FEMA. If your city wishes to participate in this agreement, please have your council adopt this MOU and return a copy to my office as soon as possible by mail, hand delivery or electronically to:

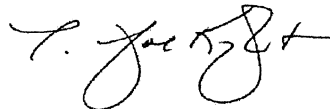
Zach Brooks, Administrative Assistant
Commissioner Joe Knight
Suite 220 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

Email: Brooksz@jccal.org

Facsimile: (205) 325-4881

Hopefully, this information has been helpful. We certainly hope we never have to deal with this situation again, however, our history does not lend great confidence to that premise. If you have any questions, please let us know.

Best regards,



T. Joe Knight, Commissioner
Vice-Chair, Jefferson Co. EMA

TJK/vd

Enclosures: Exhibits A-E

Exhibit

A

BID SUBMITTAL FORM

Debris Removal Services Bid – Region 6

Company Name: DRC Emergency Services, LLC

Address: P.O.Box 82319, Mobile, Alabama 36608

Bid Submitted by: Marc Watkins
 (Name of company representative)

Title: Vice President of Estimating e-mail address: Mwatkins@drcusa.com

Phone: 251-343-3581 Fax: 251-343-5554

BID PRICING					
Alabama County Joint Bid Program					
Disaster Debris Removal Bid for Region <u>6</u>					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.		Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1)		\$6.86	\$6.86
	N/A	Haul Range – 0 to 15 miles	Cubic Yard	\$7.36	\$7.36
	N/A	Haul Range – 16 to 30 miles		\$8.11	\$8.11
	N/A	Haul Range – 31 to 60 miles		\$8.91	\$8.91
	N/A	Haul Range – Greater than 60 miles			
002.		Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1)		\$56.92	\$56.92
	N/A	Haul Range – 0 to 15 miles	Ton	\$58.92	\$58.92
	N/A	Haul Range – 16 to 30 miles		\$61.92	\$61.92
	N/A	Haul Range – 31 to 60 miles		\$64.92	\$64.92
	N/A	Haul Range – Greater than 60 miles			
003.	N/A	Air Curtain Burning Vegetative Debris At Debris management site (Including cost of Ash Removal & Disposal)	Cubic Yard	\$3.60	\$3.60
004.	N/A	Chipping or Grinding Debris at Debris management site (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard	\$6.95	\$6.95
005.	N/A	Stump Extraction (see note no. 2) Diameter – larger than 24" to 36"	Each	\$150.00	\$150.00

	N/A N/A	Diameter – larger than 36" to 48" Diameter – larger than 48"	Stump	\$200.00 \$250.00	\$200.00 \$250.00
006.	N/A	Stump Fill Dirt (Fill dirt for stump holes after removal)	Cubic Yard	\$15.00	\$15.00
007.	N/A N/A N/A N/A N/A	Flush Cutting Hazardous Trees (see note no. 3 and 4) 6" – 12" diameter 13" – 24" diameter 25" – 36" diameter 37" – 48" diameter 49" diameter and up	Each Tree	\$30.00 \$95.00 \$170.00 \$260.00 \$340.00	\$30.00 \$95.00 \$170.00 \$260.00 \$340.00
008.	N/A	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal	Each Tree	\$70.00	\$70.00
009.	N/A	Freon Recovery and Recycling	Each Unit	\$25.00	\$25.00
010.	N/A	Pick up and Disposal of "White Goods"	Each Unit	\$25.00	\$25.00
011.	N/A	Dead Animal Collection, Transport and Disposal	Per Pound	\$1.00	\$1.00
012.	N/A	Electronic Waste	Each Unit	\$35.00	\$35.00
013.	N/A	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound	\$4.95	\$4.95
014.	N/A	Waterway Debris Removal	Per Cubic Yard	\$28.50	\$28.50
015.	N/A	Sand and Silt Removal	Per Cubic Yard	\$9.00	\$9.00
016.	N/A	Vehicle Removal	Each	\$195.00	\$195.00
017.	N/A	Vessel Removal (Land)	Linear Foot	\$25.00	\$25.00
018.	N/A	Vessel Removal (Marine)	Linear Foot	\$50.00	\$50.00
019.	N/A	Blowaste Removal	Pound	\$7.95	\$7.95

note No. 1: Haul distances shall be calculated using a straight line distance from the loading area to the nearest approved reduction site or landfill.

note No. 2: Stump/tree diameter measured 2 feet up from ground line.

note No. 3: Flush cutting is defined as level to the ground line.

note No. 4: Tree diameter measured 4.5 feet up from ground line.

Exhibit

B

BID SUBMITTAL FORM

Monitoring Services Bid – Region 6

Company Name: Thompson Consulting Services

Address: 1135 Townpark Avenue, Suite 2101

Lake Mary, Florida 32746

Bid Submitted by: Nate Counsell
(Name of company representative)

Title: Vice President e-mail address: ncounsell@thompsoncs.net

Phone: 407-792-0018 Fax: 407-878-7858

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring	\$ 34.00	\$ 34.00
002.	Field Debris Monitoring	\$ 35.00	\$ 35.00
003.	Project Manager	\$ 45.00	\$ 45.00
004.	Clerical Staff	\$ 15.00	\$ 15.00
005.	Clerical Supervisor	\$ 20.00	\$ 20.00

Exhibit

C

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF _____
REGARDING DEBRIS REMOVAL AND MONITORING
SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of _____ is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the _____ City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of _____, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of _____, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the _____ City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the city of _____ shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from _____ until December 31, 2016, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2016.

Executed on this the _____ day of _____, 201__.

James A. (Jimmie) Stephens, President

Jefferson County Commission

_____, Mayor

City of _____

Exhibit

D

REGION 6 CONTRACT FOR DEBRIS REMOVAL SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal contract for Region 6 to DRC Emergency Services LLC as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by DRC Emergency Services LLC, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, DRC Emergency Services LLC agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and DRC Emergency Services LLC, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

- regulations, whereby the county agrees to assume responsibility for the removal of disaster-related debris on behalf of the municipality;
5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6;
 6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
 7. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
 8. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
 9. Contractor also agrees to execute a payment and performance bond made payable to an activating county equal to 100% of the estimated cost of a project conducted on behalf of any activating county in Region 6 upon receipt of a Notice to Proceed from the activating county.
 10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
 11. Both parties agrees to comply with the Pricing and Payment Procedures set out in Exhibit A;
 12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal services are provided pursuant to a Notice to Proceed received from the activating county;
 13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
 14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
 15. Contractor agrees to perform all debris removal activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
 16. Contractor agrees that, as set out in Exhibit A, it will remove at least 30% of debris utilizing its own equipment and personnel within the 180 day time frame for completion of the project whenever providing services to a county in Region 6 pursuant to a Notice to Proceed;
 17. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;

18. Both parties agree that the activating county may limit the scope or type of debris to be removed by the contractor and that the debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the activating county.
19. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
20. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
21. Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

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

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

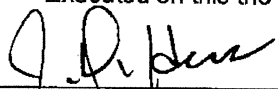
This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or

reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

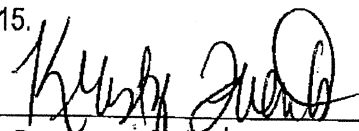
This contract is binding upon and inures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 8th day of October, 2015.



J.D. Hess, Chairperson
Calhoun County Commission



Vice President Secretary, DRC Emergency
Kristy Fuentes

Exhibit

E

REGION 6 CONTRACT FOR DEBRIS REMOVAL MONITORING SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal monitoring services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal monitoring services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal monitoring services contract for Region 6 to Thompson Consulting Services as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by Thompson Consulting Services, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Thompson Consulting Services agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and Thompson Consulting Services, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal monitoring services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal monitoring services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

- regulations, whereby the county agrees to assume responsibility for debris removal monitoring services on behalf of the municipality;
5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6;
 6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
 7. Contractor agrees that once the contract is activated, the Contractor shall provide the services set out in the Bid Specifications to the extent necessary to meet the needs of the county.
 8. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
 9. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
 10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
 11. Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
 12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal monitoring services are provided pursuant to a Notice to Proceed received from the activating county;
 13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
 14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
 15. Contractor agrees to perform all debris removal monitoring activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
 16. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;
 17. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal,

- state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
18. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
 19. Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

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

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

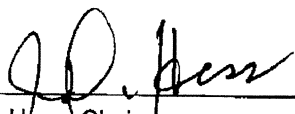
This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default,

including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

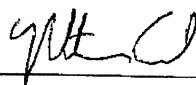
This contract is binding upon and inures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 8th day of October, 2015.



J.D. Hess, Chairperson
Calhoun County Commission



Vice President, Thompson Consulting Services
Nate Counsell

ORDINANCE NUMBER 2647

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY
MANAGER TO EXECUTE AND DELIVER AN AGREEMENT
FOR COST SHARING FOR THE GRANTS MILL ROAD
CORRIDOR STUDY**

THIS ORDINANCE NUMBER 2647 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 14th day of March, 2016.

WITNESSETH THESE RECITALS:

WHEREAS, Birmingham, Hoover, Irondale, Leeds, Mountain Brook, Vestavia Hills, Birmingham Water Works Board, Jefferson County, and Shelby County desire to enter into this Agreement to fund a study of the Grants Mill Road Corridor (“Grants Mill Road Corridor Study”); and

WHEREAS, the purpose of this study is to consider alternative corridors to realign Grants Mill Road from SR-119 to I-459 with a new facility capable of carrying the design year projected traffic volumes at speeds of 55 mph (the “Project”); and

WHEREAS, the study will look at multiple corridors, each approximately 1000 feet wide, for possible alternative locations; and

WHEREAS, the desired outcome of the study is to present a preferred alternate route for the potential relocation of Grants Mill Road between I-459 and SR-119 (Cahaba Valley Road); and

WHEREAS, the Project encompasses multiple jurisdictions, including Birmingham, Hoover, Irondale, Leeds, Mountain Brook, Vestavia Hills, Jefferson County and Shelby County; and

WHEREAS, the parties desire to divide the Preliminary Engineering and Consultant costs of the Project, a copy of which is marked as “Exhibit A”, attached to and incorporated into this Ordinance Number 2647 as though written fully therein; and

WHEREAS, funding for said Project shall be expensed to the Capital Reserve Fund; and

WHEREAS, the Mayor and City Council find it is in the best public interest to participate in said Agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said Agreement pursuant to the terms and conditions as detailed in the attached Exhibit A; and
2. Funding for said Project shall be expensed to the City's Capital Reserve Fund; and
3. This Ordinance Number 2647 is conditioned upon successful execution by all jurisdictions; and
4. This Ordinance Number 2647 is effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of March, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit A

JEFFERSON COUNTY)

STATE OF ALABAMA)

AGREEMENT
TO
SHARE RESPONSIBILITIES
(Cost Sharing Agreement)
Grants Mill Road Corridor Study

The CITY OF BIRMINGHAM, ALABAMA (Birmingham), a municipal corporation, the CITY OF HOOVER, ALABAMA (Hoover), a municipal corporation, the CITY OF IRONDALE, ALABAMA (Irondale), a municipal corporation, the CITY OF LEEDS, ALABAMA (Leeds), a municipal corporation, the CITY OF MOUNTAIN BROOK, ALABAMA (Mt. Brook), a municipal corporation, the CITY OF VESTAVIA HILLS, ALABAMA (Vestavia), a municipal corporation, the BIRMINGHAM WATER WORKS BOARD (BWVB), a municipal board, JEFFERSON COUNTY, ALABAMA (Jeff.Co.) and SHELBY COUNTY, ALABAMA (Shelby.Co.), enter into this agreement on the _____ day of _____, 2015. The provisions of this agreement shall become effective _____, 2015.

WHEREAS, Birmingham, Hoover, Irondale, Leeds, Mountain Brook, Vestavia Hills, BWVB, Jeff.Co. and Shelby.Co. desire to enter into this Agreement to fund a study of the Grants Mill Road Corridor (“**Grants Mill Road Corridor Study**”).

WHEREAS, the purpose of this Study is to consider alternative corridors to realign Grants Mill Road from SR-119 to I-459 with a new facility capable of carrying the design year projected traffic volumes at speeds of 55 mph (the “**Project**”).

WHEREAS, the study will look at multiple corridors, each approximately 1000 feet wide, for possible alternative locations.

WHEREAS, the desired outcome of the study is to present a preferred alternate route for the potential relocation of Grants Mill Road between I-459 and SR-119 (**Cahaba Valley Road**).

WHEREAS, the **Project** encompasses multiple jurisdictions, including Birmingham, Hoover, Irondale, Leeds, Mountain Brook, and Vestavia Hills, Jeff.Co. and Shelby.Co.; and

Exhibit A

WHEREAS, the parties desire to divide the Preliminary Engineering and Consultant costs of the **Project** as follows: Birmingham will contribute the sum of \$560,000 and each other entity will contribute the sum of \$60,000. Payments will be due in two (2) equal installments in FY 2014-2015 and FY 2015-2016. The first payment will be due and payable in the calendar month following the execution of this Agreement and the second payment will be due and payable one (1) year thereafter by each governmental entity that is a party hereto. The payment due from each governmental entity may be adjusted downward after the selection of the Firm that will complete the Grants Mill Road Corridor Study has been made and the cost of same ascertained; however, the reduction shall be limited on a pro rata basis (1/9th) of \$60,000; and

WHEREAS, the Alabama Legislature adopted Alabama Code §41-16-50(b) which provides in pertinent part, that:

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or

Exhibit A

perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

WHEREAS, Act 1969-916 of the Acts of Alabama authorizes Jefferson County and the municipalities other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a Cost Sharing Agreement in accordance with Alabama Code §41-16-50(b), §11-102-1, *et seq.*, and Act 1969-916 of the Acts of Alabama, in order to fund a study of the Grants Mill Road Corridor the purpose of determining possible solutions to the traffic congestion existing in the U.S. Highway 280 corridor between SR 119 and I-459 by considering alternative corridors to realign Grants Mill Road from SR-119 to I-459 with a new facility capable of carrying the design year projected traffic volumes at speeds of 55 mph.

IN CONSIDERATION OF THE PREMISES stated herein the parties mutually agree as follows:

- I. **PURPOSE:** The Parties agree to jointly undertake the **Project** as a collaborative effort, by the governmental entities that are signatory hereto, for the purpose of determining possible solutions to the traffic congestion existing in the U.S. Highway 280 corridor between SR 119 and I-459 by considering alternative corridors to realign Grants Mill Road from SR-119 to I-459 with a new facility capable of carrying the design year projected traffic volumes at speeds of 55 mph. The study will look at multiple corridors, each approximately 1000 feet wide, for possible alternative locations. The desired outcome of the study is to present a preferred alternate route for the potential relocation of grants Mill Road between I-459 and SR-119 (Cahaba Valley Road).
- II. **BIDDING:** The parties have authorized this agreement pursuant to similar ordinances passed by each municipality and a similar resolution passed by each County and BWB, adopted by the governing body of each party, which sets forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of

Exhibit A

contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of this agreement. The Parties agree to the following:

- a. Birmingham will prepare the Request For Proposal (RFP) and the list of qualified consultants to receive the RFP. Birmingham will assume responsibility for the solicitation of proposals from qualified engineering consultants for the **Project**.
 - b. Birmingham will select an engineering consultant, prepare the scope of work, and negotiate the fee for the production of construction plans. The selection will be made pursuant to the Alabama Department of Transportation's approved process for the provision of professional services.
 - c. The aggregate cost of the **Project** shall not exceed \$1,040,000.00. Birmingham will contribute the sum of \$560,000.00 and each other entity will contribute the sum of \$60,000.00. Payments will be due in two (2) equal installments in FY 2015-2016 and FY 2016-2017. The first payment will be due and payable in the calendar month following execution of this Agreement and the second payment will be due and payable one (1) year thereafter by each governmental entity that is a party hereto. The payment due from each party may be adjusted downward after the selection of the Firm that will complete the Grants Mill Road Corridor Study has been made and the costs of the **Project** ascertained; however, any such reduction shall be limited on a pro rata basis (1/9th) of \$60,000.00.
 - d. Each parties' share of expenditures for purchases under this agreement shall be appropriated and paid in the manner set forth in this agreement and in the same manner as for other expenses of the entity.
 - e. All advertising costs incurred by Birmingham on behalf of the Cost Sharing Agreement shall be paid in equal proportion from the funds provided by each party.
 - f. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.
- III. **TERM:** The duration of this contract shall not exceed three years from the date of its final execution or end of the **Project**, whichever first occurs.
- IV. **IMPLEMENTATION:** The parties agree as follows:
- a. Birmingham will assume responsibility for the management of the **Project** and will be the **Project** Coordinator.

Exhibit A

- b. The contact person for the City of Birmingham will be:

Mr. Andre Bittas
Planning Engineering and Permits
City of Birmingham, City Hall, Room 207
710 20th Street North
Birmingham, AL 35203
andre.bittas@birminghamal.gov
(205) 254-2336

- c. The parties expressly agree that the parties do not assume any risk or future liability, or any future responsibility for any portion of **Project** not located within the party's jurisdiction.
- d. Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- e. Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- f. Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.
- g. This Cost Sharing Agreement shall not take effect until it has been approved by the governing body of each of the contracting municipalities. Approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Approval by a county governing body, other governmental subdivisions and public corporations shall be by adoption of a resolution. Each party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.
- h. Prior its entry into force, the executed Agreement between the parties shall be filed by Birmingham with the Judge of Probate of Jefferson County, Alabama and with the Alabama Secretary of State.

V. IMMIGRATION LAW COMPLIANCE:

(a) Parties represent and warrant that they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”).

(b) Parties represent and warrant that they will enroll in the E-Verify program prior to performing any work on the **Project** in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.

(c) Parties agree to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the **Project** in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Parties represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the **Project** in Alabama which the Party knows is not in compliance with the Act.

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

VI. TERMINATION:

Any party hereto may terminate this Agreement at any time prior to the first payment by giving thirty (30) days’ notice of the intention to do so to the other parties. Such notice shall be sent to the governing body of the other parties.

VII. SEVERABILITY: If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

VIII. GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

CITY OF BIRMINGHAM, ALABAMA

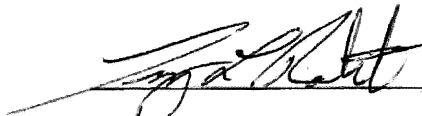
Date

BY: _____
William A. Bell, Sr., Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

 12 August 2015
Assistant City Attorney / Date

CITY OF HOOVER, ALABAMA

Date

BY: _____
Gary Ivey, Mayor

ATTEST:

City Clerk

CITY OF IRONDALE, ALABAMA

Date

BY: _____
Tommy Joe Alexander, Mayor

ATTEST:

City Clerk

CITY OF LEEDS, ALABAMA

Date

BY: _____
David Miller, Mayor

ATTEST:

City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA

Date

BY: _____
Lawrence Terry Oden, Mayor

ATTEST:

City Clerk

CITY OF VESTAVIA HILLS, ALABAMA

Date

BY: _____
Alberto C. Zaragoza, Mayor

ATTEST:

City Clerk

Date

BY: _____
Jeff Downes, City Manager

Exhibit A

ATTEST:

City Clerk

BIRMINGHAM WATER WORKS BOARD

Date

BY: _____

Ronald A. Mims, President
Birmingham Water Works Board

ATTEST:

JEFFERSON COUNTY, ALABAMA

Date

BY: _____

James A. (Jimmie) Stephens, President
Jefferson County Commission

ATTEST:

SHELBY COUNTY, ALABAMA

Date

BY: _____

Rick Shepherd, Chairman
Shelby County Commission

ATTEST:

RESOLUTION NUMBER 4805

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH SAIN ASSOCIATES FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES ASSOCIATED WITH A CORRIDOR STUDY OF A DEFINED SEGMENT OF DOLLY RIDGE ROAD FROM E.A. HOLLIS DRIVE TO PUMP HOUSE ROAD/CAHABA HEIGHTS ROAD

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 for professional traffic engineering services associated with a corridor study of a defined segment of Dolly Ridge Road from E.A. Hollis Drive to Pump House Road/Cahaba Heights Road in an amount not to exceed \$9,500; and
2. A copy of said agreement is marked as Exhibit "A" attached and incorporated into this Resolution Number 4805 as though written fully therein; and
3. Funding for said services shall be expensed to the City's Capital Reserve Fund; and
4. This Resolution Number 4805 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of March, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



WORK AUTHORIZATION

DATE: February 12, 2016

TO: Jeff Downes
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

FROM: Jeff Stephenson, P.E., PTOE
Jim Meads, P.E.

SUBJECT: **Dolly Ridge Road Corridor Study**
Vestavia Hills, AL
SA# 160034

I. SCOPE:

Sain Associates will provide professional traffic engineering services associated with a corridor study of a defined segment of Dolly Ridge Road in Vestavia Hills. Study boundaries and requirements for this scope and fee are based upon information provided by the City of Vestavia Hills.

General scope of services

Corridor Study

General study area boundaries

Dolly Ridge Road from E.A. Hollis Drive to Pumphouse Road/Cahaba Heights Road

(approximately 0.3 miles)

Description of scope of services

Corridor Study \$9,500 (fixed fee)

- Field Review – We will conduct a review of the project corridor to inventory existing conditions within the study area. Items to be inventoried include but are not limited to: visible utilities, right-of-way markers and constraints, drainage structures, land uses, sight distance obstructions, and traffic patterns. If possible, we would like to conduct a brief on-site meeting with city staff during this field review.
- Traffic volume counts – We will collect one 24-hour weekday machine traffic count (volume, speed, and classification) for each direction of Dolly Ridge Road within the study area. We will supplement our traffic analyses with turning movement traffic counts taken by Sain in May 2015 for a previous City-sponsored study. The cost to conduct the 24-hour weekday machine traffic count is included in our fee proposal.

Work Authorization
Dolly Ridge Road Corridor Study
February 12, 2016
Page 2

- Future development access plan consideration – We will review information to be provided by the City for future development planned on the west side of Dolly Ridge Road within the study corridor and will develop a conceptual plan for access to Dolly Ridge Road.
- Bicycle and pedestrian due diligence – We will conduct research to determine bicycle and pedestrian plans and/or route designations within the study corridor.
- Utility and ROW due diligence – We will identify utilities and present ROW within the study corridor based on available GIS utility data and visible field location.
- Drainage facility due diligence – We will identify drainage facilities within the study corridor based on available GIS utility data and visible field location.
- Recommended improvements & conceptual sketch – We will use field observations, traffic counts, planned development, utility and ROW information, and drainage facility information to develop improvement recommendations within the study corridor. We will provide a conceptual drawing to graphically represent our recommended improvements. We will prepare a preliminary opinion of probable cost for all recommended improvements.
- Technical memorandum – Our efforts will be documented in a technical memorandum which will be submitted to the city for review and approval.
- Meetings – We are available to attend meetings, hearings, and worksessions throughout the duration of the project. For the purposes of this study, we have assumed attendance at up to two meetings will be required. We propose attendance at any additional meetings be undertaken on an hourly basis per the attached terms and conditions, with your authorization.

Scope of services not included

- Surveying and engineering design
- Drainage analysis
- Bike/Pedestrian LOS analysis

If it is determined these services are needed as the corridor study progresses, we are available to provide these services, with additional authorization.

II. **WORK REQUESTED BY:** Jeff Downes – City of Vestavia Hills

III. **BUDGET:** Fixed fee as shown below, including expenses (i.e. printing, shipping, and travel).

Corridor Study\$9,500

IV. **STATUS:** Available to start work immediately upon receipt of a notice to proceed.

If this scope and fee proposal meets your approval, please treat this document as our contract to provide the aforementioned scope of services by signing and returning to us.

Work Authorization
Dolly Ridge Road Corridor Study
February 12, 2016
Page 3

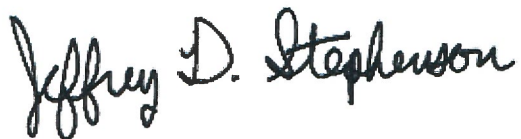
This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of services specified will be performed on a time and materials basis according to the schedule of rates enclosed.

APPROVED:

ACCEPTED:

SAIN ASSOCIATES, INC.

City of Vestavia Hills



BY: _____
Authorized Representative

Jeffrey D. Stephenson, P.E., PTOE
Team Leader | Transportation

Printed Name/Title



James A. Meads, P.E.
President | CEO

Date

Enclosures: Terms & Conditions (Schedule 2016)

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:

Principal	\$155.00 - \$175.00 per Hour
Engineer/Planner	\$95.00 - \$145.00 per Hour
GIS Professional	\$127.50 per Hour
Designer	\$79.00 - \$112.00 per Hour
Administrative Support	\$60.00 per Hour

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.

AL Immigration Law Compliance

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

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

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 2016

