

**Vestavia Hills
City Council Agenda
Special Meeting
April 18, 2016
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Melvin Turner, Finance Director
4. Pledge Of Allegiance

New Business (Requesting Unanimous Consent)

5. Resolution Number 4820 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement For The Purchase Of 1.2 Acres, More Of Less, To Provide Access To And From Acton Road And Property Formerly Known As The Altadena Valley Country Club

First Reading (No Action Taken At This Meeting)

6. Resolution Number 4821 – A Resolution Amending Resolution Number 4598 And Authorizing The City Manager To Complete All Actions Necessary To Secure Payment For Construction Of The New City Hall Facility Located At 1032 Montgomery Highway
7. Citizens Comments
8. Motion For Adjournment

RESOLUTION NUMBER 4820

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT FOR THE PURCHASE OF 1.2 ACRES, MORE OR LESS, TO PROVIDE ACCESS TO AND FROM ACTON ROAD AND PROPERTY FORMERLY KNOWN AS THE ALTADENA VALLEY COUNTRY CLUB

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

1. The Mayor and City Manager are hereby authorized to execute and deliver a “Purchase and Sale Agreement” with International Park Meisler-Keith, LLC, an Alabama limited liability company to purchase 1.2 acres, more or less, to provide an alternate access to and from Acton Road and the City’s portion of the property formerly known as the Altadena Valley Country Club; and
2. A copy of said “Purchase and Sale Agreement” is marked as Exhibit A, attached to and incorporated into this Resolution Number 4820 as though written fully therein; and
3. This Resolution Number 4820 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 18th day of April, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this ___ day of April, 2016 by and between **CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal corporation ("Purchaser"), and **INTERNATIONAL PARK MEISLER-KEITH, LLC**, an Alabama limited liability company ("Seller").

R E C I T A L S:

WHEREAS, Seller is under contract to purchase that certain real property (the "Seller's Adjacent Property") situated in Jefferson County, Alabama, which is more particularly shown on **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, the Seller's Adjacent Property includes approximately 1.2 acres, more or less, of real property (the "Property") situated in Jefferson County, Alabama, which is more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference; and

WHEREAS, the Property will provide access to and from Acton Road and that certain real property (the "Purchaser's Adjacent Property") owned by Purchaser which is more particularly described and shown on **Exhibit C** attached hereto and incorporated herein by reference; and

WHEREAS, Seller has heretofore obtained estimates regarding the costs to design and construct a roadway over portions of the Property which will provide access between the Purchaser's Adjacent Property and Acton Road, which the parties hereto agree, if the Closing occurs hereunder, will be the basis for negotiation of a Development Agreement between Seller and Purchaser under the provisions of Amendment 772 to the Constitution of Alabama (1901), recodified as Section 94.01 of the Recompiled Constitution of Alabama ("Amendment 772"), which authorizes cities and counties in Alabama to lend their credit to and grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within their jurisdictions; and

WHEREAS, in connection with the foregoing, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property, subject to and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Sale and Purchase**. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the Property for the Purchase Price, as hereinafter defined, subject to and upon the terms and conditions hereinafter set forth.

2. **Earnest Money.**

(a) Contemporaneously herewith, Purchaser has deposited with Land Title Company of Alabama, as agent for First American Title Insurance Company (the "Title Company"), the sum of One Hundred and No/100 Dollars (\$100.00) (the "Earnest Money"). The Earnest Money shall be held in trust by the Title Company in a non-interest bearing account, subject to the terms and provisions set forth in this Agreement. The Earnest Money shall be paid to Seller or Purchaser, as applicable, as hereinafter provided.

(b) The Title Company shall hold possession of, keep, deliver and dispose of the Earnest Money subject to the terms and conditions of this Agreement and shall otherwise deal with the parties hereto fairly and impartially according to the intent of the parties as herein expressed; provided, however, that the Title Company is to be considered as a depository only, shall not be deemed to be a party to this Agreement except for the purposes of holding the Earnest Money and issuing the Title Commitment and the Title Policy, as such terms are hereinafter defined, and shall not be responsible or liable in any manner whatsoever for the sufficiency, manner of execution or validity of any written instructions, certificates or any other documents received by it, nor as to the identity, authority or rights of any persons (other than the Title Company) executing this Agreement. The Title Company shall be entitled to rely at all times on instructions given by Seller and/or Purchaser, as the case may be and as required hereunder, without any necessity of verifying the authority therefore.

(c) In taking or omitting to take any action whatsoever hereunder with respect to the disbursement of the Earnest Money, the Title Company shall be protected in relying upon any notice, paper or other document believed by it to be genuine, or upon evidence deemed by it to be sufficient, and in no event shall the Title Company be liable hereunder for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or bad faith. The Title Company may consult with counsel in connection with its duties hereunder and shall be fully protected in any act taken, suffered or permitted by it in good faith and without gross negligence in accordance with the advice of such counsel.

3. **Purchase Price.** The purchase price (the "Purchase Price") for the Property is Four Hundred Ninety-Five Thousand and No/100 Dollars (\$495,000.00), which amount shall be paid by Purchaser to Seller at the Closing, as hereinafter defined, by wire transfer of immediately available federal funds to an account (or accounts) designated by Seller.

4. **Intentionally Deleted.**

5. **Title, Survey and Environmental Matters.**

(a) Within three (3) days from the date of this Agreement, Purchaser shall order a title insurance commitment (the "Title Commitment") for the issuance by the Title Company of an owner's title insurance policy (the "Title Policy"), in the amount of the Purchase Price covering title to the Property. Seller shall have no obligation to take any affirmative action to eliminate any title objections or exceptions of Purchaser. The Title Commitment shall be subject to review and approval by Purchaser. The costs of any title search fees, copying costs,

the issuance of the Title Commitment, and the premium for the Title Policy shall be paid for by Seller at the Closing. Any additional title insurance coverage (including any mortgagee's title policies) and any title endorsements or special coverages required by Purchaser shall be paid for solely by Purchaser.

(b) Seller has previously obtained and delivered to Purchaser a current ALTA survey (the "Survey") of the Property, which Survey is subject to approval by Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed. The cost of the Survey shall be paid for by Seller at the Closing.

(c) Within five (5) days from the date of this Agreement, Seller shall obtain and provide to Purchaser a Phase I Site Assessment Report (the "Phase I Report") prepared by an environmental engineering firm reasonably acceptable to Purchaser covering the Property (which may also include the Seller's Adjacent Property). The Phase I Report shall be subject to review and approval by Purchaser and shall be paid for by Seller at the Closing.

6. Conditions to Closing.

(a) Notwithstanding anything provided in this Agreement to the contrary, the obligations of the parties hereto shall be subject to and conditioned upon the following conditions precedent (collectively, the "Conditions") being satisfied no later than the Closing Date:

(i) Purchaser shall be satisfied, in its sole and absolute discretion, with the Title Commitment, the Survey and the Phase I Report;

(ii) Seller shall have purchased and acquired the Property and the Seller's Adjacent Property pursuant to a separate contract; and

(iii) Purchaser shall have acquired (or shall have entered into a binding contract to purchase) from Jefferson County, Alabama (the "County") fee simple title to that certain real property (the "County Property") owned by the County which is more particularly described in Exhibit D attached hereto and incorporated herein by reference.

(b) If, for any reason, all of the Conditions have not been satisfied by the Closing Date (unless both Seller and Purchaser waive in writing all Conditions that have not been satisfied by the Closing Date), this Agreement shall automatically terminate, be deemed cancelled, null and void and of no further force or effect, the Earnest Money shall be refunded to Purchaser and neither party shall have any further obligations or liabilities to the other hereunder.

7. Closing.

(a) Subject to the satisfaction of the Conditions (or the written waiver by both Purchaser and Seller of the Conditions), the consummation of the transactions contemplated herein (the "Closing") shall take place at the offices of Purchaser, 1032

Montgomery Highway, Vestavia Hills, Alabama 35216 at 10:00 a.m. Central Standard/Daylight Savings Time on April 20, 2016 (the "Closing Date").

(b) At the Closing, Seller shall deliver to Purchaser the following:

(i) A statutory warranty deed (the "Deed") conveying fee simple title to the Property, free and clear of all liens and encumbrances other than those matters reflected in Schedule B-II of the Title Commitment (other than any pre-printed exceptions);

(ii) An owner's affidavit in the form reasonably required by the Title Company;

(iii) Such authorization as the Title Company may deem reasonably necessary to evidence the authorization of Seller to deliver the Deed and the other Closing documents;

(iv) A non-foreign transferor affidavit in compliance with the provisions of the Foreign Investment in Real Property Tax Act of 1980, as amended;

(v) A real estate broker affidavit in form reasonable acceptable to the Title Company; and

(vi) Such other documents, instruments and agreements as may be reasonably required by the Title Company.

(c) At the Closing, Purchaser shall deliver to Seller (i) by wire transfer to an account (or accounts) designated by Seller, currently available federal funds in an amount equal to the Purchase Price (less the Earnest Money) subject to such credits, prorations and adjustments as are provided herein, and (ii) such other documents, instruments and agreements as may be reasonably required by the Title Company. At the Closing, the Title Company shall deliver the Earnest Money to Seller.

(d) There shall be no proration of ad valorem taxes at the Closing.

(e) Except as otherwise provided herein to the contrary, Purchaser and Seller shall be responsible for their own respective attorneys' fees. The costs of the Title Policy and any other title coverages and endorsements shall be paid by as provided in Paragraph 5 above. Seller shall pay for the Survey and the Phase I Report. Purchaser shall pay all recording fees and taxes for recording the Deed.

8. **Default and Remedies.**

(a) In the event that Seller shall fail to consummate the transaction contemplated herein for any reason other than Purchaser's default or the failure of any of the Conditions to be satisfied by the Closing, then Purchaser may, as its sole and exclusive remedy,

either (i) enforce this Agreement and the purchase and sale transaction contemplated herein by specific performance or (ii) terminate this Agreement, whereupon the Earnest Money shall be promptly returned to Purchaser, this Agreement shall be deemed canceled and terminated and neither party shall have any further obligation or liability to the other hereunder. Purchaser hereby expressly waives any right to seek or obtain any monetary judgment or damages against Seller in the event of any default hereunder by Seller and acknowledges and agrees that no other damages, rights or remedies shall be collectible, enforceable or available to Purchaser; provided, however, that nothing contained in this Paragraph 8(a) shall be deemed to alter, limit or reduce the obligations of Seller set forth in Paragraphs 10 and 11(l) below.

(b) In the event that Purchaser shall fail to consummate the transaction contemplated herein for any reason other than Seller's default or the failure of any of the Conditions to be satisfied by the Closing, then the Earnest Money shall be immediately delivered to Seller as liquidated damages in which event this Agreement shall automatically be deemed terminated and canceled and neither party shall have any further obligation or liability to the other hereunder. Because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller and Seller agrees to accept and retain the Earnest Money as its total damages and relief hereunder in the event Purchaser fails to close the purchase and sale transaction contemplated herein; provided, however, that nothing contained in this Paragraph 8(b) shall be deemed to alter, limit or reduce the obligations of Purchaser set forth in Paragraph 11(l) below.

9. **Possession.** Possession of the Property shall be given on the Closing Date, free of any tenancy, leases or rights of occupancy other than those matters described in Schedule B-II of the Title Commitment (other than any pre-printed exceptions).

10. **Negotiation of Development Agreement and Construction of Road.**

(a) Seller, in consideration of Purchaser's agreement to enter into this Agreement, has heretofore obtained the following estimates for the design and/or construction of an asphalt paved, two-lane road to be constructed over and upon the Property and the County Property providing access between the Purchaser's Adjacent Property and Acton Road (the "Road"): (i) from Engineering Design Group, LLC ("EDG"), an estimate of \$50,000.00 for the design of the Road and (ii) from T. E. Stevens Company, Inc. ("TE Stevens"), an estimate of \$943,286.90 for the construction of the Road. The Road, if constructed, will also enhance certain real property located within the municipal limits of Purchaser (and in close proximity with the Property and Purchaser's Adjacent Property) which is planned for residential and commercial development.

(b) To the extent the Closing hereunder timely occurs, Seller and Purchaser agree to negotiate in good faith a Development Agreement (the "Development Agreement") which satisfies all of the terms and requirements of Amendment 772 pursuant to which Seller will contract with EDG and TE Stevens to design and construct the Road in exchange for the City's agreement to pay the road design and construction costs set forth in Paragraph 10(a) above. The Development Agreement must be on terms and in form satisfactory to each of Seller and Purchaser.

11. **Miscellaneous.**

(a) Notices. All notices required or permitted hereunder shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to Purchaser: City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills AL 35216
Attention Mr. Butch Zaragoza, Mayor
Fax (205) 978-0189
Email: butchzaragoza@ci.vestaviiahills.al.us

and City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills AL 35216
Attention Mr. Jeff Downes, City Manager
Fax (205) 978-0189
Email: jdownes@vahal.org

With copies to: Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Fax (205) 488-6429
Email: smonk@babbc.com

Patrick H. Boone
215 Richard Arrington Jr., Blvd. N., Suite 705
Birmingham, Alabama 35203
Fax (205) 324-2295
Email: patrickboone@bellsouth.net

If to Seller: International Park Meisler-Keith, LLC

Birmingham, Alabama _____
Attn: _____
Fax: (205) _____
Email: _____

With copies to: _____

Birmingham, Alabama _____
Attn: _____
Fax: (205) _____
Email: _____

If to Escrow Agent: Land Title Company of Alabama
600 North 20th Street, Suite 100
Birmingham, AL 35203
Attention: Susan R. Gannett
Fax: (205) 226-9280
Email: srg@land-title.net

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above, (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice, or (v) sent by electronic mail (email) to the email address set forth above, in which case notice shall be deemed given upon confirmation of transmission of such email notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

(b) Assignment of Agreement. Neither Seller nor Purchaser may transfer, assign or encumber its rights or obligations under this Agreement without the prior written consent of the other party, which approval may be withheld in the sole and absolute discretion of either party.

(c) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(d) Modification. Neither this Agreement nor any provision hereof may be waived, modified or amended, except by a written instrument signed by both Seller and Purchaser.

(e) Captions. The captions or headings used herein are included for convenience and general reference only and shall not be construed to describe, define or limit the scope, intent or construction of this Agreement.

(f) Exhibits. Each exhibit which is referred and attached to this Agreement is incorporated herein as if set out fully in the body hereof.

(g) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(h) Time. Time is of the essence in the performance of all obligations of each party to this Agreement.

(i) Brokerage Commissions. Seller and Purchaser represent and warrant to each other that they have not dealt with any broker or sales agent in connection with this transaction. Seller and Purchaser each hereby agree to indemnify, defend and hold the other harmless from and against any and all claims, suits, liabilities, judgments and expenses,

including reasonable attorneys' fees and expenses, suffered, paid or incurred by the other party as a result of any claim or claims for brokerage commissions, finder's fees or other compensation asserted by any person, firm or corporation in connection with the execution of this Agreement and the consummation of the transactions contemplated by this Agreement.

(j) Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements or understandings between the parties with respect to the Property and the matters set forth in this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(k) Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

(l) Attorneys' Fees. Notwithstanding anything provided to the contrary in Paragraphs 8(a) or 8(b) above, should either party hereto employ attorneys to enforce any of the provisions hereof, then the party losing in any final judgment agrees to pay to the prevailing party all reasonable costs, charges and expenses, including attorneys' fees and expenses, expended or incurred in connection therewith.

(m) Survival. All of the terms and provisions of this Agreement shall survive the Closing.

(n) Rules of Construction. The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provision of this Agreement in favor or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above shown.

PURCHASER:

CITY OF VESTAVIA HILLS, ALABAMA, an
Alabama municipal corporation

By: _____
Printed Name: _____
Its: _____

By: _____
Printed Name: _____
Its: _____

SELLER:

**INTERNATIONAL PARK MESLIER-KEITH,
LLC,** an Alabama limited liability company

By: _____
Printed Name: _____
Its: _____

CONSENT OF TITLE COMPANY

Land Title Company of Alabama, an Alabama corporation, as agent for First American Title Insurance Company, has joined in the execution of this Agreement in order to acknowledge receipt of the Earnest Money and the consent to the terms and provisions of Paragraph 2 above.

Dated as of the ___ day of April, 2016.

LAND TITLE COMPANY OF ALABAMA, an
Alabama corporation

By: _____
Printed Name: _____
Its: _____

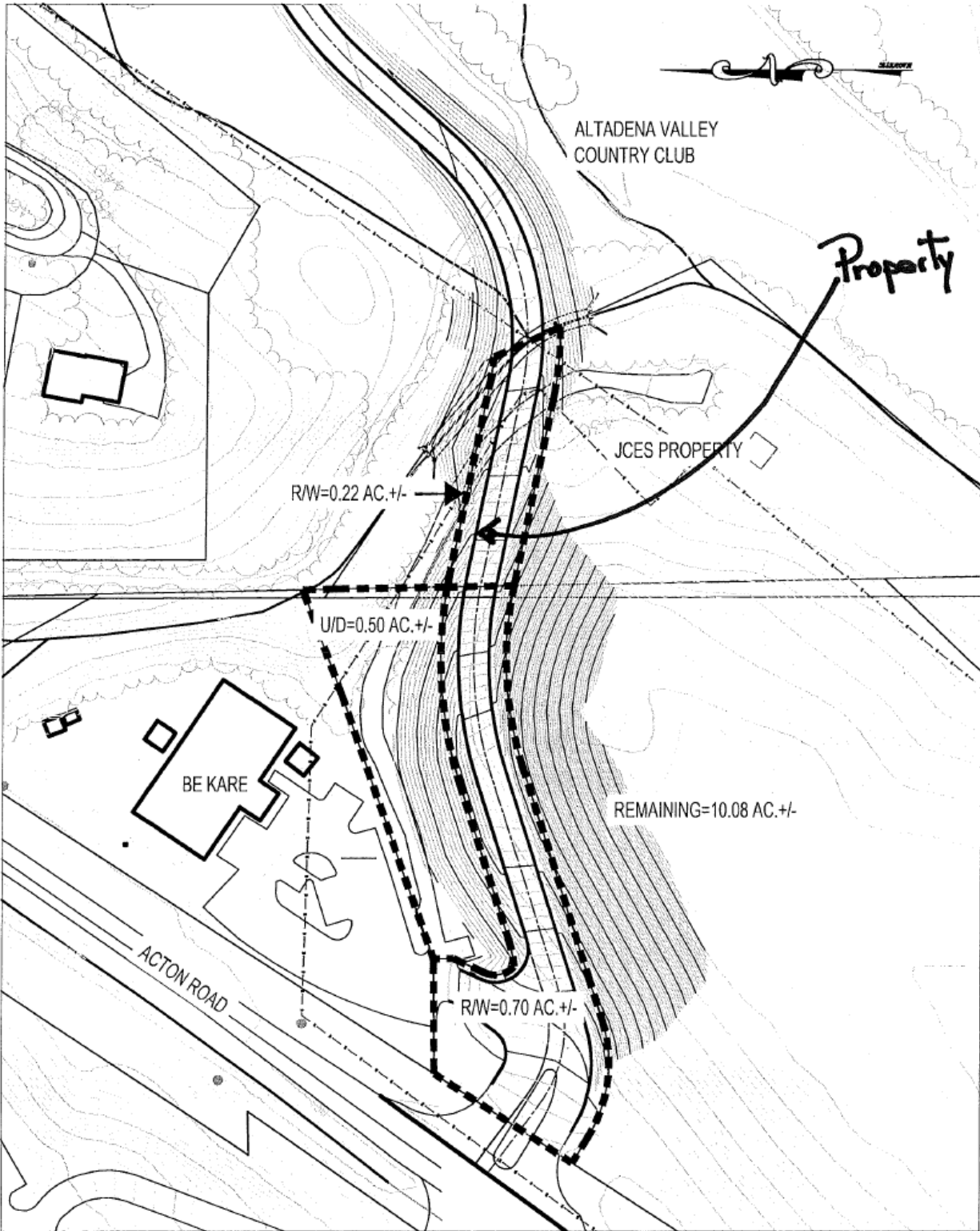
EXHIBIT A

Site Plan Depicting Seller's Adjacent Property

EXHIBIT B

Site Plan Depicting Property

See Attached.



DESCRIPTION: EXHIBIT OF A NEW ENTRANCE ROAD ALIGNMENT AND PROPERTY AREAS
ALTADENA VALLEY COUNTRY CLUB
REDEVELOPMENT - B.E. KARE ENTRANCE OPTION
VESTAVIA HILLS, ALABAMA

EXHIBIT

GMC # CBHM150043
DATE: 09.15.2015
DRAWN BY:



GOODWYN | MILLS | CAWOOD

2701 1st Ave South, Suite 100 | Birmingham, AL 35233
Tel 205.879.4462 | GMCNETWORK.COM

EXHIBIT C

Legal Description of and Site Plan Depicting Purchaser's Adjacent Property

See Attached.

A parcel of land situated in the NW 1/4 of Section 3, the North 1/2 of Section 4, Township 19 South, Range 2 West, and the SE 1/4 of Section 33, the SW 1/4 of Section 34, Township 18 South, Range 2 West, Jefferson and Shelby Counties, Alabama being more particularly described as follows:

Commence at a 1/2" open pipe at the NW corner of the SW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama; thence S 0°23'57" E along the west line of said 1/4-1/4 section a distance of 278.38 feet to a rebar capped EDG, said point being the POINT OF BEGINNING; thence continue along last described course a distance of 99.00 feet to a point; thence N 56°07'30" E a distance of 151.81 feet to a point; thence N 73°31'41" E a distance of 194.41 feet to a point; thence N 77°17'07" E a distance of 323.95 feet to a point; thence N 82°11'29" E a distance of 202.17 feet to a point; thence S 86°33'36" E a distance of 51.05 feet to a point; thence N 72°51'38" E a distance of 174.53 feet to a point; thence N 81°42'31" E a distance of 78.24 feet to a point; thence N 67°19'49" E a distance of 112.08 feet to a point; thence N 73°33'31" E a distance of 183.23 feet to a point; thence N 60°40'18" E a distance of 157.47 feet to a point; thence N 64°29'46" E a distance of 51.74 feet to a point; thence N 26°24'31" E a distance of 46.82 feet to a point; thence N 52°45'54" E a distance of 176.47 feet to a point; thence N 48°26'05" E a distance of 92.65 feet to a point; thence N 55°29'29" E a distance of 14.23 feet to a point; thence N 70°55'33" E a distance of 21.97 feet to a point; thence N 82°10'03" E a distance of 26.93 feet to a point; thence S 89°19'29" E a distance of 63.84 feet to a point; thence N 87°53'52" E a distance of 67.54 feet; thence S 84°00'16" E a distance of 147.68 feet to a point; thence N 45°42'52" E a distance of 20.47 feet to a point; thence N 84°17'26" E a distance of 53.26 feet to a point; thence N 74°48'28" E a distance of 73.65 feet to a point; thence N 63°44'06" E a distance of 163.49 feet to a point; thence N 75°15'16" E a distance of 39.24 feet to a point; thence N 55°05'07" E a distance of 84.44 feet to a point; thence N 40°44'02" E a distance of 66.35 feet to a point; thence N 59°03'56" E a distance of 33.25 feet to a point; thence N 72°22'24" E a distance of 148.61 feet to a 5/8" rebar; thence N 49°33'06" E a distance of 345.01 feet to a 1/2" crimp on the western line of Lot 39 of River Estates as recorded in Map Book 4 Page 27 in the Office of the Judge of Probate in Shelby County, Alabama, and Map Book 53 Page 55 in the Office of the Judge of Probate in Jefferson County, Alabama; thence N 16°36'06" E a distance of 359.92 feet to a 1" crimp on the southwestern right-of-way of Lakeland Trail; thence N 56°50'02" W along said right-of-way a distance of 283.91 feet to a 1" crimp; thence N 32°38'25" E along said right-of-way a distance of 10.00 feet to a rebar capped EDG; thence N 57°21'35" W along said right-of-way a distance of 767.59 feet to a rebar capped EDG; thence S 45°21'10" W along said right-of-way a distance of 9.62 feet to a rebar capped EDG; thence N 44°40'00" W along said right-of-way a distance of 123.22 feet to a rebar capped EDG at the point of curve to the right having a central angle of 6°57'33" and a radius of 466.26 feet, said curve subtended by a chord bearing N 41°11'14" W and a chord distance of 56.60 feet; thence along the arc of said curve and along said right-of-way a distance of 56.63 feet to a point; thence S 42°47'35" W leaving said right-of-way a distance of 1234.55 feet to a point; thence N 47°16'54" W a distance of 378.49 feet to a point on the southeastern line of Lot 1 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County, Alabama; thence S 43°07'12" W along the southeastern line of Lots 1 and 2 a distance of 159.04 feet to a 3/4" crimp at the NE corner of Lot 3; thence S 39°57'49" W along the southeastern line of lot 3 a distance of 148.01 feet to a 1" open pipe at the NE corner of Lot 4; thence S 39°41'21" W along the southeastern line of Lots 4 and 5 a distance of 246.71 feet to a 3/4" crimp at the NE corner of Lot 6; thence S 39°29'21" W along the southeastern line of Lot 6 a distance of 114.06 feet to a 5/8" rebar at the NE corner of Lot 7; thence S 37°24'22" W along the southeastern line of Lot 7 a distance of 411.93 feet to a 5/8" rebar at the SE corner of Lot 7; thence S 52°35'38" E a distance of 142.92 feet to a point; thence S 42°44'49" W a distance of 289.61 feet to the centerline of a un-named tributary to the Cahaba River as described in instrument number 20020710000318550 in the Office of the Judge of Probate in Shelby County, Alabama; thence S 24°08'01" E along said centerline a distance of 49.82 feet to a point on said centerline; thence S 37°25'51" W along said centerline to the POINT OF BEGINNING.

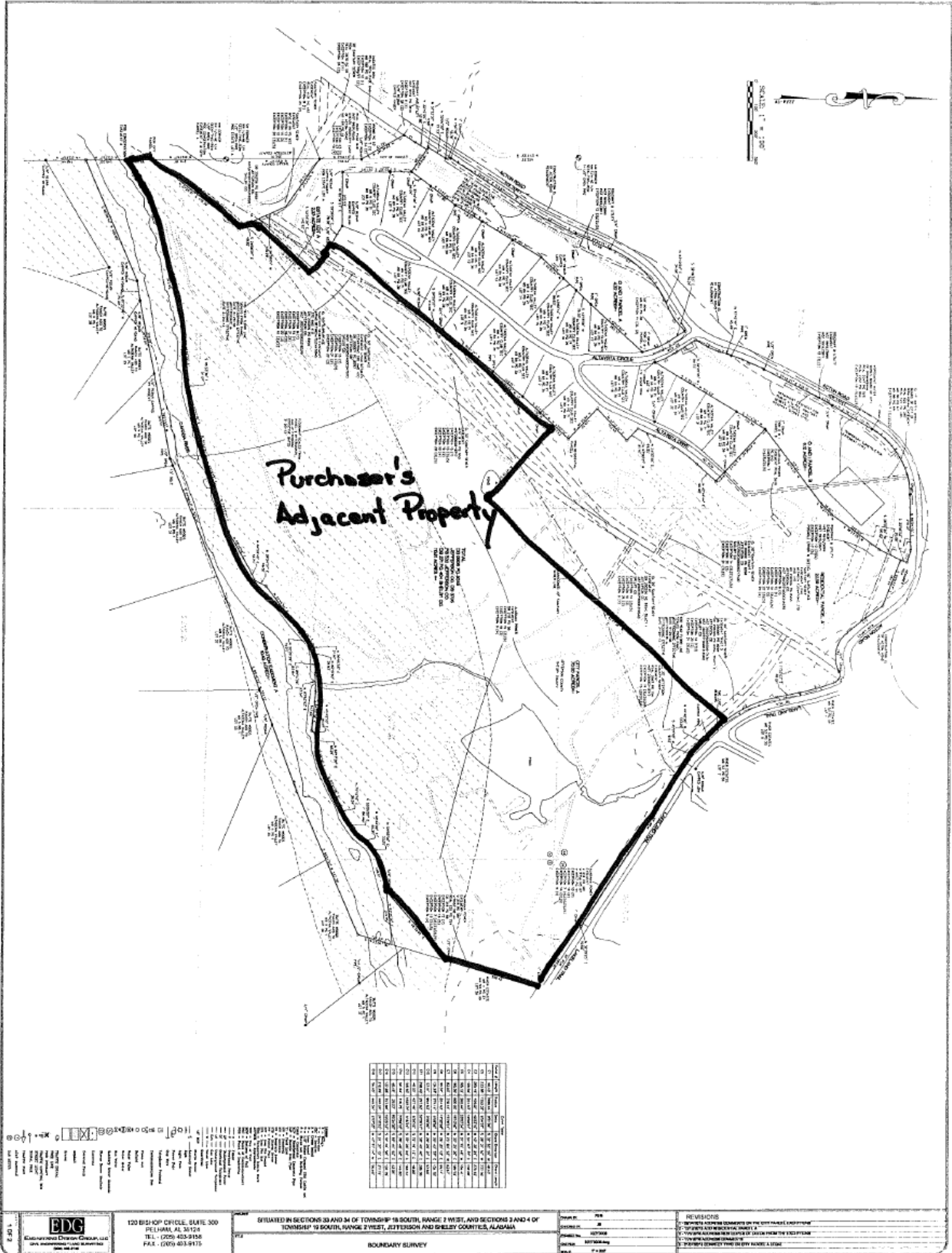
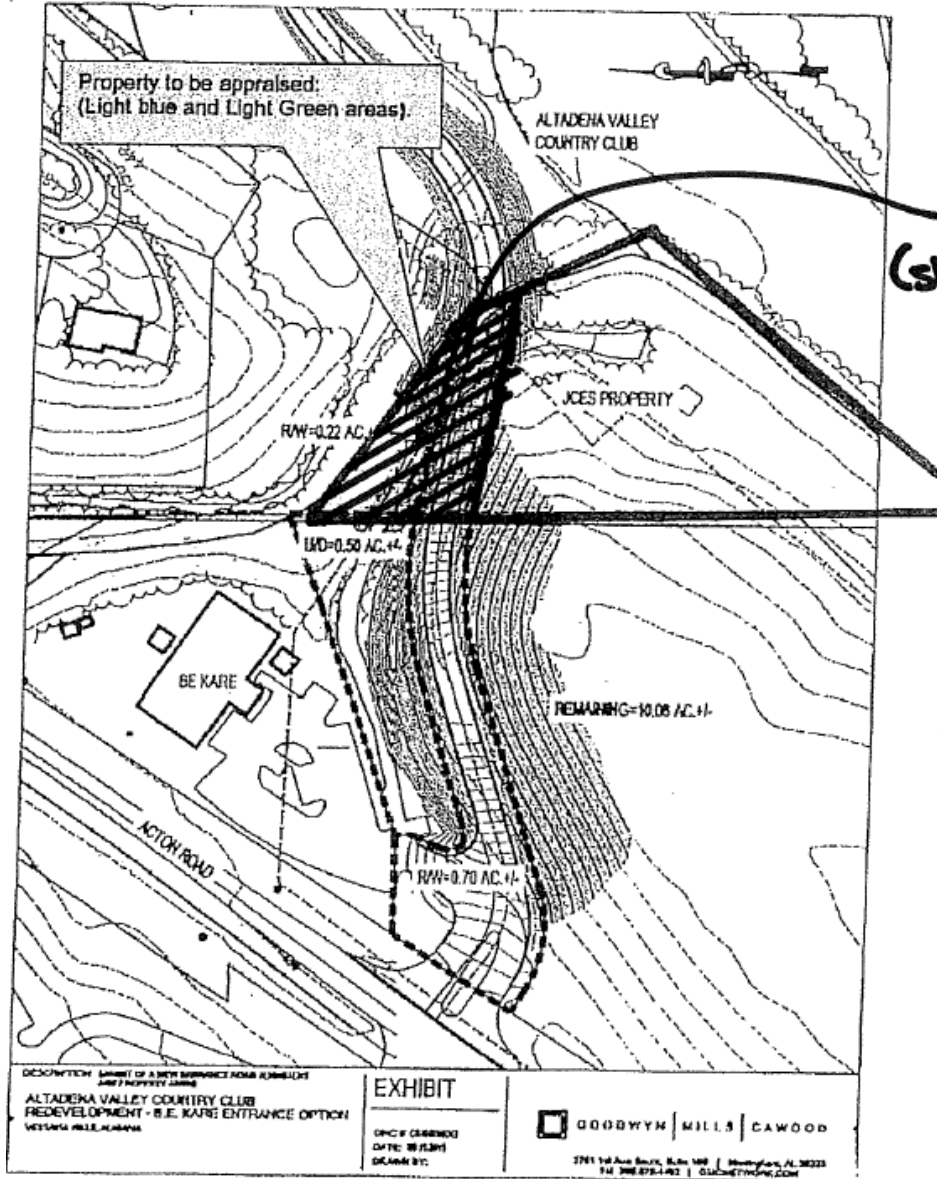


EXHIBIT D

Site Plan Depicting County Property

See attached.



County Property
(shown within diag
lines)

RESOLUTION NUMBER 4821

A RESOLUTION AMENDING RESOLUTION NUMBER 4598 AND AUTHORIZING THE CITY MANAGER TO COMPLETE ALL ACTIONS NECESSARY TO SECURE PAYMENT FOR CONSTRUCTION OF THE NEW CITY HALL FACILITY LOCATED AT 1032 MONTGOMERY HIGHWAY

WHEREAS, on May 28, 2014, the Mayor and City Council adopted and approved Resolution Number 4598 approving an expenditure not to exceed \$20,000,000 for construction of a new City Hall facility; and

WHEREAS, it was noted that this approval did not include such unknown expenditures as technology, unforeseen soil problems, utility relocations, required change orders, etc.; and

WHEREAS, final invoices are arriving which requires an adjustment into the final expenditure approval for the new City Hall Expenses and are detailed in the attached Exhibit A which is incorporated into this Resolution Number 4821 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to approve the final expenses for said construction.

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 expend an additional \$755,778.63 for the final construction expenditures of the City Hall facilities; and
2. This Resolution Number 4821 shall become effective immediately upon adoption.

ADOPTED and APPROVED this the 25th day of April, 2016.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Construction of New City Hall and Police/Municipal Court Complex			
Expenditure Recap			
April 2016			
Council Approved Budget - Resolution No. 4598			
All Project Cost not to Exceed	\$	20,000,000.00	
Actual Expenditures - (Paid as of Monday, April 11, 2016)			
		\$ 19,931,790.00	
Excluding property purchase		-	
Council Approved - Available Funds		\$ 68,210.00	
Outstanding Invoices "In-Hand"		\$ 588,600.48	
Balances on Purchases Orders:			
Williams Black Stock (PO Balance + %)	\$	150,000.00	(PO Bal \$113,562 + % \$36,438)
Business Interiors, Inc.	\$	14,382.00	
Veterans Landscaping, Inc.	\$	47,921.32	
Slapey Telephone	\$	9,538.78	
AI Corporate Interiors	\$	2,743.00	
Unknown Vendors - (communications repairs - Police Dept)	\$	2,000.00	
Add-Ons - Melissa Hipp (Police & Court)	\$	8,803.05	
Sub-total	\$	235,388.15	
Approximate Balance Outstanding		\$ 823,988.63	

Construction of New City Hall and Police/Municipal Court Complex					
Expenditure Recap					
April 2016					
Less - Approved Available Funds		\$	68,210.00		
Balance Requiring Council Approval		\$	<u>755,778.63</u>		